



Agenda

Work Study and Possible Executive Session Queen Creek Town Council

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers

March 7, 2012

6:00pm

1. Call to Order

2. **Roll Call** (one or more members of the Council may participate by telephone)

3. Motion to adjourn to Executive Session (to be held in the Saguaro Conference Room of the Municipal Services Building) for the following purposes:

A. Discussion and consultation with the Town's attorney and staff to consider the Town's position and instruct its attorney and staff regarding a possible lease of town property at Founders Park to Global Towers Partners for a cell tower. (ARS 38-431.03(A)(4) and (7).

B. Discussion and consideration of assignments of Town Manager. (A.R.S. §38-431.03(A)(1).

ITEMS FOR DISCUSSION These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

4. Adjournment



Agenda
Regular and Possible Executive Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
March 7, 2012
7:00 p.m.

1. Call to Order

2. Roll Call (one or more members of the Council may participate by telephone)

3. Pledge of Allegiance

4. Invocation: Pastor Ben Lee, Living Waters Bible Church

5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

- Proclamation – Naval Petty Officer 3rd Class Kyler Estrada

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

C. Economic Development Commission – February 22, 2012

D. Transportation Advisory Committee – March 1, 2012

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

**Agenda for the Regular and Possible Executive Session
Queen Creek Town Council
March 7, 2012
Page 2**

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

A. Consideration and possible approval of the February 15, 2012 Work Study and Regular Session Minutes. **TAB A**

B. Consideration and possible approval of **Resolution 898-12** modifying the Town's Sewer Service Area. **TAB B**

C. Consideration and possible approval of **Ordinance 509-12** amending Town Code Chapter 14, Article 14-3, Section 14-3-1 Definitions by revising the definition of *Street Improvement*. **TAB C**

D. Consideration and possible approval of an Extension of Premises/Patio Permit submitted by Rebecca Ella Dettler, on behalf of Trophy's Steakhouse, 7215 S. Power Road, Ste 108 (Power Marketplace), for a one day special event on Saturday April 7, 2011. The business has a current Series 6 Bar license. **TAB D**

*E. Public Hearing and possible approval of an Interim Permit and new Series 12 Restaurant Liquor License application #12078997 submitted by Yun T. Tse, on behalf of Golden Harvest, 21805 S. Ellsworth Rd., #A112. The restaurant has a current Series 12 Restaurant license issued to Ken Chen/Golden Harvest Enterprise Inc. **TAB E**

*F. Public Hearing and possible approval of a new Series 3 Domestic Microbrewery License application #03073059 submitted by Jonathan David Buford on behalf of Arizona Wilderness Brewing Co., LLC, 7215 S. Power Rd., #106 (Power Marketplace). The microbrewery will be a part of the expansion of the existing Trophy's restaurant to include "The Wilderness Taproom at Trophy's". **TAB F**

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

None.

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

Agenda for the Regular and Possible Executive Session

Queen Creek Town Council

March 7, 2012

Page 3

9. Update by the Friends of Horseshoe Park on the Roots N'Boots Rodeo event.

10. Discussion and possible approval of an Intergovernmental Agreement with Maricopa County Department of Transportation for improvements, operation, maintenance and annexation of Riggs Road from Ellsworth Road to Hawes Road and the operation and maintenance and annexation of the Riggs Road Bridge over the Sonoqui Wash. **TAB G**

11. Discussion and possible approval an Intergovernmental Agreement with Maricopa County Department of Transportation for Rittenhouse Road at 198th Street intersection improvements. **TAB H**

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

12. Legislative update. **TAB I**

13. **Motion to adjourn to Executive Session:** The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

14. **Adjournment**



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**Minutes
Work Study Session
Queen Creek Town Council**

Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
February 15, 2012
5:30pm

1. Call to Order

The meeting was called to order at 5:30pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Barnes; Oliphant; Wheatley; Vice Mayor Brown and Mayor Barney. Council Member Benning arrived at 6:30pm.

3. Motion to adjourn to Executive Session (to be held in the Saguaro Conference Room of the Municipal Services Building) for the following purposes:

A. Discussion and consultation with the Town Attorney for legal advice and to consider the Town's position and instruct the staff regarding acquisition of property (Victoria Towne Center) A.R.S. 38-431.03(A)(3) & (7).

B. Discussion and consultation with the Town Attorney for legal advice concerning street improvements and assessments (Jorde property) A.R.S. 38-431.03(A)(3).

C. Discussion and consultation with the Town's attorney and staff to consider the Town's position and instruct its attorney and staff regarding the possible acquisition of property at 20615 E. Ocotillo Rd, and negotiation of the terms of an agreement in regard to the same matter. ARS 38-431.03(A)(4) and (7).

Motion to adjourn to Executive Session at 5:31pm (Brown/Alston/Unanimous)

ITEMS FOR DISCUSSION These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

4. Adjournment

The Work Study reconvened and adjourned at 6:35pm.



Minutes
Regular Session
Queen Creek Town Council
Queen Creek Town Hall, 22350 S. Ellsworth Road
Council Chambers
February 15, 2012
7:00 p.m.

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1. Call to Order

The meeting was called to order at 7:00pm.

2. Roll Call (one or more members of the Council may participate by telephone)

Council Members present: Alston; Barnes; Benning; Oliphant; Wheatley; Vice Mayor Brown and Mayor Barney.

3. Pledge of Allegiance

Led by Scout Cole McClure

4. Invocation: Pastor Mark Krenz, ONE Community Church

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5. Ceremonial Matters: Presentations, Proclamations, Awards, Guest Introductions and Announcements.

- Eagle Scout Recognition – Kimball Jones – unable to attend meeting
- Recognition of the Roots N'Boots 2011-2012 Queens: Codi Ross, Missy Dipper and Ashley Metzger were recognized for representing Roots N' Boots, Horseshoe Park & Equestrian Centre and the Town at rodeo activities across Arizona. Ms. Ross will be the 2012 Roots N'Boots Junior Queen and Ms. Dipper will be Rodeo Queen.
- Recognition of John Kross – newly elected President of Arizona City/County Management Association (ACMA) – Mayor Barney congratulated Town Manager Kross on his election to serve as President of the Arizona City/County Management Association (AMCA). Mr. Kross is also serving as Co-Chair on the Host Committee for the 2012 International City/County Management Association's annual conference being held in Arizona.

6. Committee Reports

A. Council summary reports on meetings and/or conferences attended. This may include but is not limited to Phoenix-Mesa Gateway Airport; MAG; East Valley Partnership; CAAG. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Council Member Barnes:

- Maricopa Community Development Advisory Committee (CDAC) February 8, 2012: Presentations on applications for the Small Cities Transportation Assistance Program were given. Queen Creek Development Services Director Condit provided a presentation on Queen Creek's signal project at the intersection of Rittenhouse and Cloud Roads. The Committee did not recommend or fund the project. The Committee also discussed the HOME program and possibility of running a county-wide program instead of individual municipalities. The next meeting is March 21, 2012.

Council Member Wheatley:

- East Valley Partnership Emerging Leaders – February 8, 2012: Grady Gammage spoke to the group on civic and community involvement.
- East Valley Partnership Economic Development Committee – February 14, 2012: The Committee discussed wish lists for expanding the Phoenix-Mesa Gateway Airport; career pathways for students; and had an overview of the meeting host A.T. Still School of Dentistry in Mesa.

Vice Mayor Brown:

- League Teleconference – February 13, 2012: Vice Mayor Brown reported on the Senate and House Bills being heard regarding the repeal of the fee charged to municipalities to fund the Arizona Department of Water Resources; a bill that would allow a taxpayer to claim a refund for extensive local regulation; the consolidation of election dates to allow only fall elections in even-numbered years and the bill that would require three separate readings of ordinances.

Mayor Barney:

- Chandler State of the City Address – February 7, 2012: The address had a centennial theme as Chandler is also celebrating 100 years.
- Phoenix-Mesa Gateway Airport Special Events: A ground breaking ceremony for Able Engineering Company new aircraft maintenance and repair facility was held and construction is expected to be complete in April 2013. Spirit Airlines also celebrated their inaugural flight.
- Passport to Discovery – February 11, 2012: The Town hosted the spring event. Attendance was strong once again.

B. Partner agencies quarterly or periodic updates to Council. This may include but is not limited to Queen Creek Chamber of Commerce; Queen Creek Performing Arts Center; Boys & Girls Club of East Valley; and Maricopa or Pinal County Board of Supervisors or other governmental agencies. The Council will not propose, discuss, deliberate or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

C. Transportation Advisory Committee – February 2, 2012: Ryan Nichols, Committee Chair reported on the meeting. Staff provided overviews on the Design Concept Report

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for Ellsworth Road – Town Center; traffic signal projects and current capital improvement projects. The next meeting is March 1, 2012.

D. Town Center Committee – February 8, 2012: Council Member Oliphant reported on the on-going development of the Façade Improvement Program; uses of banners in Town Center and potential marketing opportunities and the proposed new Banner Health Systems medical office west of the library. The next meeting is March 14, 2012.

7. Public Comment: Members of the public may address the Town Council on items not on the printed agenda and during Public Hearings. Please complete a “Request to Speak Card”, located on the table at the rear of the Council Chambers and turn it in to the Town Clerk prior to the beginning of the meeting. There is a time limit of three minutes for comments.

Jennifer Beardslee, San Tan Valley, introduced herself as “Mrs. Queen Creek” and also competing for “Mrs. Arizona”. Ms. Beardslee gave some background information on herself and offered her time and service to the community.

8. Consent Calendar: Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. Public Hearing items are designated with an asterisk (*). Prior to consideration of the Consent Agenda, the Mayor will ask whether any member of the public wishes to remove a Public Hearing item for separate consideration. Members of the Council and or staff may remove any item for separate consideration.

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A. Consideration and possible approval of the January 24, 2012 Joint Town Council and Queen Creek Unified School District meeting.

B. Consideration and possible approval of the February 1, 2012 Work Study and Regular Session Minutes.

C. Consideration and possible approval of a Cooperative Purchase Agreement with the City of Scottsdale and CliftonLarsonAllen, LLP, in the amount not to exceed \$37,125 for the year ending June 30, 2012 audit of the financial statements of the Town of Queen Creek.

D. Consideration and possible approval of repairs to the Villages Well in the amount of \$33,577 plus 10% project contingency by the Weber Group, LLC.

*E. Public Hearing and possible approval of **CU11-077 and SP11-078** “Mountain View Funeral Home”, a request by Steven J. Lewis on behalf of DLC & Associates Business Consulting to operate a funeral home in approximately 5,942 sq. ft. at 21809 S. Ellsworth Rd., in the Queen Creek Village Center, located at the northwest corner of Ellsworth and Ocotillo Roads.

Motion to approve the Consent Calendar as presented (Brown/Benning/Unanimous)

**Minutes for the Regular Session
Queen Creek Town Council
February 15, 2012
Page**

PUBLIC HEARINGS: If you wish to speak to the Council on an item listed as a Public Hearing, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

None.

DRAFT

FINAL ACTION: If you wish to speak to the Council on an item listed under Final Action, please complete a Request to Speak Card and turn it in to the Town Clerk. Speakers will be called upon in the order in which their cards are received. Speakers are limited to three (3) minutes each.

9. Discussion and possible action on a request from Pinal County for comments on Rezoning Case PZ-011-11 and PAD Amendment PZ-PD-011-11 for rezoning from GR (General Rural) to CB-1 (Commercial) with a PAD overlay on 1.25 acres to construct a church on the southwest corner of Trica Road and Hunt Highway, southeast of the Town of Queen Creek.

Planning Administrator Balmer reviewed the rezoning and PAD amendment request submitted to Pinal County. Mr. Balmer stated that the property was currently zoned General-Rural and the request is to rezone it to Commercial. He added that the property is outside of the Town limits but within the General Plan Area and is identified as low-density residential and the Pinal County Comprehensive Plan shows it as low-density residential. Mr. Balmer reviewed the proposed project phases for a church office and new building. He discussed issues of concern that include the wide range of uses allowed in the CB-1 zoning classification; churches are allowed in residential zoning districts and the property is located in an area designated as low-density residential.

Mr. Balmer reviewed the staff recommendation to allow the building setback modification and deny the rezoning request.

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Dean Schifferer, construction engineer and architectural consultant representing the applicant, discussed other uses possible for the property if not used for a church in the future and removing the high-intensity uses from the application.

Mark Krenz, Pastor of ONE Community Church, reported on the neighbors support for the request at the neighborhood and county meetings. He explained the purpose of the commercial rezoning request and proposed use of the existing building for church offices and small meetings. Mr. Krenz stated that the property does have limitations but could be used as leverage for a larger property if it had commercial zoning.

Council discussed previous rezoning requests in the area and consistent comments on the low-density residential classification

Motion to forward a letter to Pinal County Board of Supervisors requested Case PZ-011-11 be denied and PZ-PD-011-11 be amended to approve the requested

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PAD building setbacks while retaining the existing GR (General Residential) zoning (Brown/Benning/Unanimous)

10. Discussion and possible approval of a request to serve distilled alcohol beverages at the Roots N'Boots Rodeo at Horseshoe Park and Equestrian Centre.

Economic Development Director Cott reviewed the request by Friends of Horseshoe Park to serve distilled alcohol at the Roots N'Boots Rodeo. Ms. Cott stated that the Town holds a Government License for Horseshoe Park and has a policy that approved by Council that the serving/sale of distilled alcohol must be approved by Council. The Friends have a sponsor secured - Pendleton Whiskey, which is a popular rodeo sponsor. Ms. Cott reviewed the proposal that includes professional liquor servers, bartenders, and security plan including professional security and MCSO security; and sales and consumption of liquor in designated areas only. Council asked if there were any issues from last year's event. Ms. Cott responded no.

Fred Brittingham, representing Friends of Horseshoe Park provided additional detail on the designated areas of the covered arena where alcohol will be sold/served, including security points at entrances and exits. The plan also implements a cut-off time similar to football or other events. The proposed start time is no earlier than 5pm – and possibly later. Mr. Brittingham pointed out that the Family Rodeo events will have no alcohol available. He also provided additional information on the professional staff for bartending and serving and the security plan.

There was some discussion on the relationship and support of Friends of Horseshoe Park and Horseshoe Park & Equestrian Centre.

Motion to approve the request to serve distilled alcohol beverages in addition to beer at the Roots N'Boots Rodeo at Horseshoe Park & Equestrian Center March 30 – April 1, 2012 (Brown/Benning)

**VOTE: 6 – 1 (Wheatley)
MOTION PASSED**

11. Discussion and possible approval of a Special Event Liquor License for the Roots N'Boots Rodeo at Horseshoe Park and Equestrian Centre.

Economic Development Director Cott reported that this item was related to the previous agenda item requesting approval to serve distilled alcohol beverages at the Roots N'Boots Rodeo. Ms. Cott explained the requirements for Special Event Liquor License specifically that it is temporary and the non-profit organization listed on the application must receive at least 25% of the proceeds. Friends of Horseshoe Park will be receiving 100% of the proceeds.

Ms. Cott discussed some of the benefits to the Town of having a Special Event Liquor License approved for the Roots N'Boots Rodeo: 1) Friends of Horseshoe Park would be operating under their own license; 2) liability insurance would be required; 3) higher

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revenues for Friends of Horseshoe Park. Council asked if the Town's liability would be reduced with the Special Event Liquor License and liability insurance. Town Attorney Bisman responded yes.

Ms. Cott also reviewed the sales and security plans. Council discussed fundraising opportunities for Friends of Horseshoe Park.

Motion to approve the Special Event Liquor License for the Roots N'Boots Rodeo at Horseshoe Park & Equestrian Centre submitted by the Friends of Horseshoe Park (Brown/Benning)

Council Member Wheatley stated that she respects all that Friends of Horseshoe Park does and her only concern with the application was that distilled alcohol would be sold.

Vote: 6 – 1 (Wheatley)
MOTION PASSED

ITEMS FOR DISCUSSION: These items are for Council discussion only and no action will be taken. In general, no public comment will be taken.

None.

12. Motion to adjourn to Executive Session: The Council may reconvene the Executive Session for any of the items listed on the Executive Session Agenda.

None.

13. Adjournment

Motion to adjourn the Regular Session at 8:10pm (Alston/Brown/Unanimous)

DRAFT

Requesting Department:
Development Services



TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, AICP
TOWN MANAGER**

**FROM: TOM CONDIT, PE
DEVELOPMENT SERVICES DIRECTOR**

**RE: CONSIDERATION AND POSSIBLE APPROVAL OF
RESOLUTION 898-12 MODIFYING THE TOWN'S SEWER
SERVICE AREA**

DATE: MARCH 7, 2012

Recommendation:

Staff recommends approval of Resolution 898-12 modifying the Town's sewer service area.

Proposed Motion:

Move to approve Resolution 898-12 modifying the Town's sewer service area.

Discussion:

The Town provides sewer service within boundaries defined by our adopted Sewer Service Area. The last revision was in 2011, when the Town added the Rock Point Church property on Power Road south of Cloud Road. In anticipation of American Leadership Academy Charter School pulling building permits for their property on the southwest corner of Hawes and Chandler Heights roads, it is important that we revise our Sewer Service Area to include their project. The proposed Sewer Service Area, including the American Leadership Academy Charter School project, is shown as Exhibit "B" to Resolution 898-12.

Fiscal Impact:

The Town cannot collect wastewater development fees unless the area is included within our adopted sewer service area.

Alternatives:

None identified.

Attachments:

- Resolution 898-12

RESOLUTION 898-12

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AMENDING THE SEWER SERVICE AREA MAP AND LEGAL DESCRIPTION, AND DEFINING THE WASTEWATER COLLECTION SYSTEM DEVELOPMENT FEE AREA BY ADDING CERTAIN AREAS.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA, AS FOLLOWS:

Section 1: That on December 21, 2011 the Town Council adopted Resolution 894-11 establishing, pursuant to A.R.S. § 9-463.05, the current map of the wastewater collection system service area.

Section 2: That pursuant to analysis the Town wishes to amend the wastewater collection sewer service area as follows:

- A. By adding certain real property located within Section 29 of Township 2 South, Range 7 East, of the Gila and Salt River Base and Meridian.

Section 3: That attached hereto and incorporated herein are exhibits "A" and "B" which are the legal description and map of the service area for the wastewater collection system within which the wastewater development fee will be assessed from and after the date of the passage of this Resolution.

Section 4: That all other terms and conditions and obligations of Resolution 894-11 shall stay in full force and effect.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona, this 7th day of March, 2012.

FOR THE TOWN OF QUEEN CREEK:

ATTEST TO:

Gail Barney, Mayor

Jennifer Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Fredda J. Bisman
Mariscal, Weeks, McIntyre &
Friedlander, P.A., Town Attorneys

EXHIBIT A

RESOLUTION 898-12

WASTEWATER COLLECTION SYSTEM AREA LEGAL DESCRIPTION

An area of land located in Township 2 and 3 South, Ranges 6, 7 and 8 East of the Gila & Salt River Base and Meridian, State of Arizona, Counties of Maricopa and Pinal. Said Wastewater Collection System area is more fully described as follows, and shown on "Exhibit B" attached hereto:

The following areas located within Township 2 South, Range 6 East of the G & SRB & M, Maricopa County, Arizona:

- Section 24 - the northeast one-quarter and the north half of the northwest $\frac{1}{4}$.
- Section 25 - the East half of the Northeast one-quarter of the Northeast one-quarter.

The following areas located within Township 2 South, Range 7 East of the G & SRB & M, Maricopa County, Arizona:

- Section 6 - the area located south of the Union Pacific Railroad.
- Section 7
- Section 8 - except those portions of the N.E. $\frac{1}{4}$ lying north of the railroad.
- Section 9 - the South half
- Section 10
- Section 11 - except the Northeast $\frac{1}{4}$
- Section 12
- Section 13
- Section 14 - except that portion recorded as Crismon Ranch Estates in Book 414, Page 44 of the Official Records of the Maricopa Co. Rec.
- Section 15
- Section 16
- Section 17 - the area north of Queen Creek Wash plus the area south of Queen Creek Wash within Sun Valley Farms Unit III amended results of survey dated 1-18-78 described as Lot 2, Lot 7 and the west 885 feet of Lot 8.
- Section 18
- Section 19 - the North half
- Section 20 - the South half of the Northwest one-quarter
- Section 21
- Section 22
- Section 23
- Section 24 - except that portion recorded as Country Mini-Farms Unit 2
- Section 25

Section 26 - that portion north of Queen Creek Wash and that part of the N.W. ¼ that is south of Queen Creek Wash.

Section 27 – the north half.

Section 28 - that portion of the N.W. ¼ recorded as Peso de Pecans; parcels 304-91-087, 304-91-088, 304-91-089A, C and D known collectively as Horseshoe Park.

Section 29 - the east 1396 feet of the north 1377 feet of the Northeast ¼, except that portion recorded as San Marqui Estates Amended in Book 473, Page 47 of the Official Records of the Maricopa County Recorder; the west 1093 feet of the Southwest ¼ of the Southwest ¼;

Section 30 - the South 722.22 feet of the Southwest ¼ of the Southwest ¼ except the East 114.24 feet of the north 254.23 feet, and the East 495.85 feet of the South 467.99 feet thereof; the South 454.37 feet of the Northwest ¼ of the Southwest ¼ except the East 623.73 feet.

Section 36

The following areas located within Township 2 South, Range 8 East of the G & SRB & M, Pinal County, Arizona:

Section 19

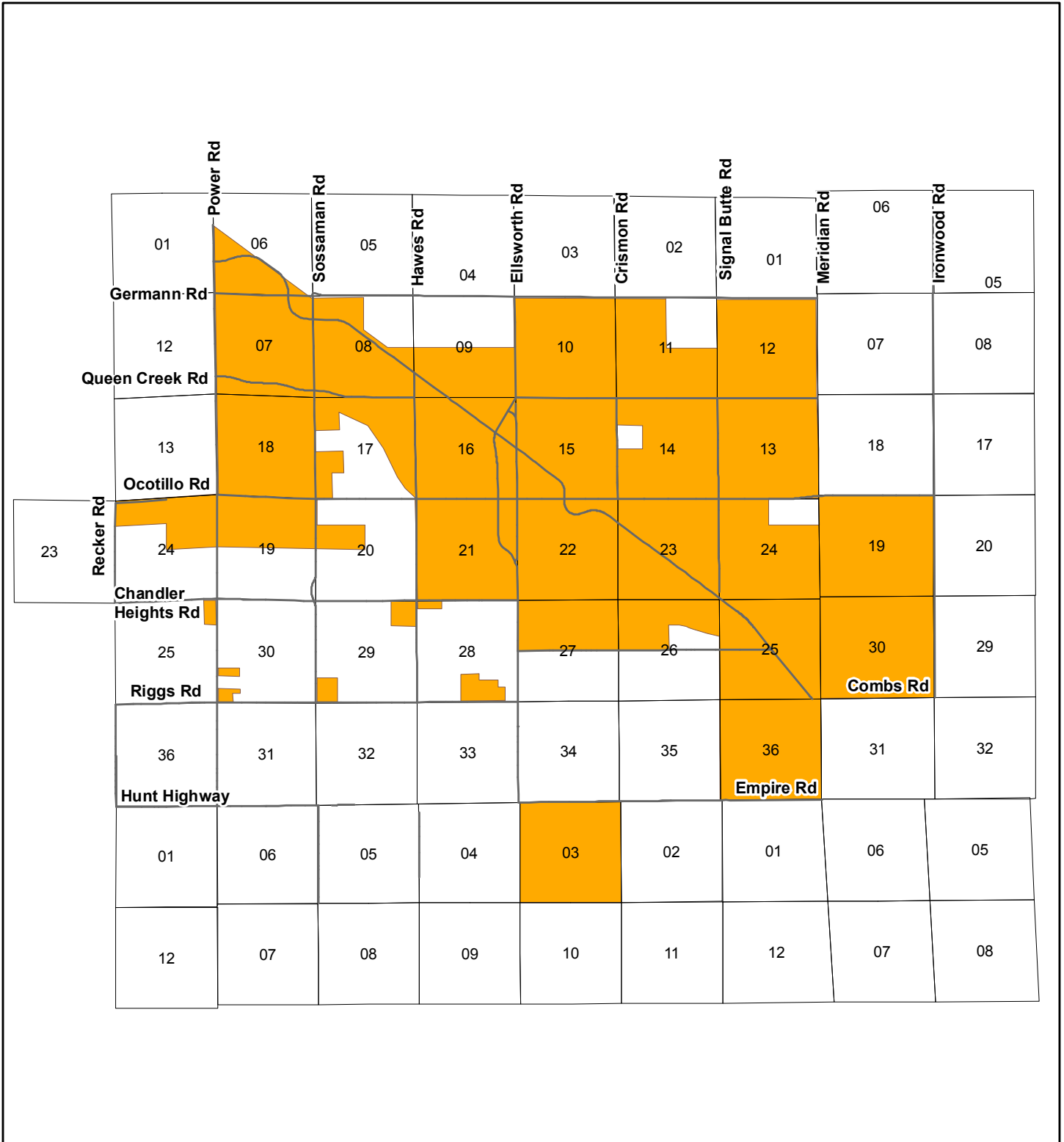
Section 30

The following area located within Township 3 South, Range 7 East of the G & SRB & M, Pinal County, Arizona:

Section 3


Exhibit "B"

Town of Queen Creek Amended Sewer Service Area Resolution 898-12





Requesting Department:
Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER
FROM: TOM CONDIT, DEVELOPMENT SERVICES DIRECTOR 
RE: TOWN CODE AMENDMENT RELATING TO DEFINITION OF STREET IMPROVEMENTS
DATE: March 7, 2012

Staff Recommendation:

Approve Ordinance 509-12 amending the Town Code Chapter 14 relating to the definition of street improvements.

Proposed Motion:

Move to approve Ordinance 509-12 amending the Town Code Chapter 14 Streets and Sidewalks, Article 14-3 Scalloped Street Assessments, Section 14-3-1 Definitions.

Discussion:

The proposed amendment brings the Town Code up to date with state statutes relating to the specific type of street improvements that can be assessed via the scalloped street assessment process.

Fiscal Impact:

The language in the Town Code is being modified to remove streetlights, traffic control devices and landscaping from the definition of assessable street improvements. However, costs for those types of improvements are not specifically allowed via the current state statutes for scalloped street assessments, so there is really no fiscal impact.

Alternatives:

N/A

Attachments:

Ordinance 590-12

ORDINANCE 509-12

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF QUEEN CREEK, ARIZONA AMENDING THE QUEEN CREEK TOWN CODE, CHAPTER 14, STREETS AND SIDEWALKS, ARTICLE 14-3, SCALLOPED STREET ASSESSMENTS, SECTION 14-3-1, DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Mayor and Common Council of the Town of Queen Creek as follows:

Section 1: In General

That the Queen Creek Town Code of Queen Creek, Arizona, Chapter 14, Streets and Sidewalks, Article 14-3, Scalloped Street Assessments, Section 14-3-1, Definitions is hereby amended by the following:

Section 14-3-1 – Definitions.

~~“Street improvement” means, but is not limited to, asphaltic concrete surfacing, aggregate base, curb and gutters, sidewalks or valley gutters, storm drainage facilities, irrigation tiling, streetlights, traffic control devices and landscaping.~~

“STREET IMPROVEMENT” MEANS, BUT IS NOT LIMITED TO, ASPHALTIC CONCRETE SURFACING, AGGREGATE BASE, CURB AND GUTTERS, SIDEWALKS OR VALLEY GUTTERS, STORM DRAINAGE FACILITIES AND IRRIGATION TILING.

Section 2: Providing for Repeal of Conflicting Ordinances

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3: Providing for Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of this Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Queen Creek, Arizona this 7th day of March, 2012.

FOR THE TOWN OF QUEEN CREEK

ATTESTED TO:

Gail Barney, Mayor

Jennifer F. Robinson, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:

John Kross, Town Manager

Mariscal, Weeks, McIntyre & Friedlander,
PA, Attorneys for the Town

Requesting Department:

Town Clerk

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TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: Jennifer Robinson, Town Clerk *JRobinson*
Fredda J. Bisman, Town Attorney

RE: Extension of Premises/Patio Permit (Liquor License Application) –Trophy's Steakhouse/Rebecca Ella Dettler –

DATE: March 7, 2012

Staff Recommendation:

Staff recommends that the Town Council consider a recommendation of approval based on the application and the investigation results received from Maricopa County Sheriff's Office (MCSO).

At this time, no comments from the public have been received.

Proposed Motion:

Motion to forward a recommendation of approval to the Arizona Department of Liquor License and Control of the Extension of Premises/Patio Permit application submitted by Trophy's Steakhouse – Rebecca Ella Dettler.

Alternative Motions:

Motion to forward a recommendation of **denial** to the Arizona Department of Liquor License and Control for the application of Rebecca Ella Dettler, on behalf of Trophy's Steakhouse.

OR

Motion to make **No Recommendation** to the Arizona Department of Liquor License and Control for the application of Rebecca Ella Dettler, on behalf of Trophy's Steakhouse.

Discussion:

The Town Clerk's Office received the Extension of Premises/Patio Permit application on February 21, 2012. The application shows that the request is for a one-day event on Saturday April 7, 2012 beginning at 12noon and ending at 2:00am (Sunday April 8, 2012). The purpose of the Extension of Premises/Patio Permit is to allow the sale/serving of alcohol in the additional area outside of the restaurant as shown on the application. The restaurant is currently licensed to serve alcohol within the premises of the restaurant.

The application was forwarded to MCSO for review. Based on the application and an interview with the applicant, there is no additional need for security or off-duty officers and was recommended for approval.

If Council recommends the Extension of Premises/Patio permit for approval, the application will then be submitted by the applicant to the Department of Liquor Licenses & Control for issuance. In addition to this permit, the applicant will be required to obtain a Temporary Use Permit from the Planning and Zoning Department prior to the event.

Fiscal Impact:

Not applicable.

Alternatives:

Council could elect to forward a recommendation for denial or no recommendation to the Department of Liquor Licenses and Control for their consideration.

Attachments:

Application
License information

MARICOPA COUNTY SHERIFF'S OFFICE

Memorandum



Joseph M. Arpaio, Sheriff

To: Jennifer Robinson
Town Clerk
Town of Queen Creek

From: Mike Mitchell
Lieutenant
District 6/Queen Creek

Subject: Liquor License Application Review
Trophy's Steakhouse
Queen Creek, AZ 85142

Date: February 28, 2012

The following information is the conclusion of our findings on the request for liquor license applications that you provided to us:

On 02/23/11 we received the liquor license application review for the Trophy's Steakhouse in reference to an extension of premises to the business for their 3rd Anniversary event.

DISCREPANCY:

We did an onsite inspection on 02/28/12 at about 1550 hours and interviewed Mr. Bratt Dettler who is one of the proprietors. There were no noted discrepancies.

NEIGHBORHOOD CONTACT:

It is noted that there are no residences that would be affected within immediate proximity of the business. Neighboring businesses were contacted and no notable concerns were expressed.

FINDINGS:

My findings are that the proprietor and business are within compliance of all statute requirements at this time.

DISPOSITION:

No further action taken.

Ial/07/11/11

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

Permanent change of area of service - List specific purpose for change:

Temporary change for date(s) of: 4/07/12 through 4/08/12 List specific purpose for change: 3yr.

ANNIVERSARY PARTY

Licensee's Name: Rebecca Dettler Rebecca Ella

Mailing Address: 4742 E. Buckboard Rd Gilbert, AZ 85297

Business Name: Trophys Steakhouse, LLC LICENSE #: 060-70273

Business Address: 7215 S Power Road Queen Creek AZ 85147

Business Phone: (480) 840-3981 Residence Phone: (605) 460-6499

Do you understand Arizona Liquor Laws and Regulations? YES NO Fax #: ()

Have you received approved Liquor Law Training? NO YES If so, when does your Certificate expire? 03/01/2014

What security precautions will be taken to prevent liquor violations in the extended area? fence, ID checker

Does this extension bring your premises within 300 feet of a church or school? YES NO

IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Investigation Recommendation Approval Disapproval by: Date: / /

After completing sections 1-10, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate: (Authorized Signature) (Title) (Agency)

REBECCA ELLA DETTLER, being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

State of ARIZONA County of MARICOPA SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date

Signature of Owner or Agent: Rebecca Dettler OFFICIAL SEAL SHARON D. BOJAL NOTARY PUBLIC - State of Arizona MARICOPA COUNTY My Comm. Expires April 5, 2015 21 2012 (Signature of NOTARY PUBLIC)

Investigation Recommendation Approval Disapproval by: Date: / / Director Signature required for Disapprovals Date: / /

Trophy's Steakhouse
Site Plan for 4-7-12

N Property Line

← PARKING →

4-7-12 / 4/7/12
Trophy's
Fence (installed 4-9-11)

Planned
outdoor
seating

4-7-12

(Security)

Current
outdoor
waiting area

Hostess
Entrance

open suite

open suite

Trophy's

BAR

open suite

← PARKING →

← Power Road →

LA Fitness →

← PARKING →

DIRECTOR - The Director of the Department of Liquor Licenses and Control. The Director is appointed by the Governor, to serve concurrent with the Governor. ARS 4-101(11), 4-111

DISPOSAL OF ALCOHOL - See **TEMPORARY PERMIT**.

ELECTION DAYS - There is no statute prohibiting the sale of spirituous liquor, during lawful hours, on any election day. The law prohibiting sales on election days was repealed in 1993.

EMPLOYEE - Any person who performs any service on licensed premises on a full-time, part-time or contract basis with the consent of the licensee. This does *not* include a person exclusively on the premises for repair or maintenance or for the **DELIVERY** of goods to the licensee. ARS 4-101(15)

EMPLOYEE LOG - Each **ON-SALE RETAILER** must maintain, at the licensed premises, a current log of all persons employed at the licensed premises, including each employee's full legal name, date and place of birth, address and responsibilities. ARS 4-119; Rule R4-15-251

EQUITABLE INTEREST - All persons having a legal or equitable interest in a spirituous liquor license must file a statement of such interest on a form furnished by the Department. Notice of termination of such interest must be filed in writing. ARS 4-210(L); Rule R4-15-239

EXTENSION OF PREMISES - No licensee shall change or alter the physical arrangement of his licensed premises so as to include greater space or the use of different or additional entrances, without having first submitted a diagram of the proposed alterations for prior approval. (This includes outdoor patio tables within the boundaries of the licensee's property.) The diagram must be submitted for approval for a temporary, as well as a permanent, extension of premises. ARS 4-207.01; Rule R4-15-233

FEES - The established charges for various licensing procedures. The listed amounts are effective July 1, 1994. These figures are subject to change. Check with the Department for the current amount. ARS 4-101-(19)

FETAL ALCOHOL WARNING SIGNS - See **PREGNANCY WARNING SIGNS**.

FULL-YEAR FEE - The charge for an original license including the *full* annual fee. ARS 4-209

GAMBLING - The act of risking or giving something of value for the opportunity to obtain a benefit from a game or contest of chance or skill. ARS 13-3301

HALF-YEAR FEE - The charge for an original license including *half* the annual fee. When a license is issued within six (6) months of the renewal date, the applicant is only charged for half of the annual fee. ARS 4-209

HEARING PROCEDURE - A hearing may be conducted in an informal manner and adherence to the rules of evidence applicable to judicial proceedings is not required. ARS 4-112(F), 41-1062

Requesting Department:
Town Clerk



TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER
FROM: Jennifer Robinson, Town Clerk *JRobinson*
Fredda J. Bisman, Town Attorney
RE: Liquor License Application – Golden Harvest, 21805 S.
Ellsworth Rd., #A112 – Series 12 Restaurant #12078997
DATE: March 7, 2012

Staff Recommendation:

If a comment card is submitted to speak on this item, the Public Hearing will need to be opened.

Staff recommends that the Town Council consider a recommendation of approval based on the application and the investigation results received from Maricopa County Sheriff's Office (MCSO).

At this time, no comments from the public have been received.

Proposed Motion:

Motion to forward a recommendation of **approval** to the Arizona Department of Liquor License and Control for the application of Yun T. Tse, on behalf of Golden Harvest, Series 12 Restaurant license #12078997.

Alternative Motions:

Motion to forward a recommendation of **denial** to the Arizona Department of Liquor License and Control for the application of Yun T. Tse, on behalf of Golden Harvest, Series 12 Restaurant license #12078997.

OR

Motion to make **No recommendation** to the Arizona Department of Liquor License and Control for the application of. Yun T. Tse, on behalf of Golden Harvest, Series 12 Restaurant license #12078997

Discussion:

The Town Clerk's Office received a liquor license application for a new and interim Series 12 Restaurant License for the existing Golden Harvest restaurant located at 21805 S. Ellsworth Rd., #A112 (Queen Creek Village Center) on January 24, 2012. The application was posted on February 1, 2012 for the required 20 days. To date, no comments or protests from the public have been received.

It is noted that this is a Series 12 Restaurant application and therefore, Section 13 regarding distance to nearest school, church and lease information does not apply to this type of license, although completed by the applicant,.

The applicant filed the Supplemental Application for Liquor License and paid the \$1500 one-time fee on February 2, 2012.

The application for a new Series 12 Restaurant license was submitted due to a change in ownership of the restaurant.

Fiscal Impact:

Not applicable.

Alternatives:

Council could elect to forward a recommendation for denial or no recommendation to the Department of Liquor Licenses and Control for their consideration.

Attachments:

Application
MCSO report
Licensing information

MARICOPA COUNTY SHERIFF'S OFFICE

Memorandum



Joseph M. Arpaio, Sheriff

To: Jennifer Robinson
Town Clerk
Town of Queen Creek

From: Mike Mitchell
Lieutenant
District 6/Queen Creek

Subject: Liquor License Application Review
Golden Harvest
Queen Creek, AZ 85142

Date:
February 21, 2012

The following information is the conclusion of our findings on the request for liquor license applications that you provided to us:

On 02/16/12 we received the liquor license application packet for the Golden Harvest in reference a new restaurant license permit.

DISCREPANCY:

We did an onsite inspection on 02/21/12 at about 1500 hours and interviewed the staffs who are employed by Yun Al Tse who is the proprietor. There were no noted discrepancies.

NEIGHBORHOOD CONTACT:

It is noted that there are no residences that would be affected within immediate proximity of the business. Neighboring businesses were contacted and no notable concerns were expressed.

FINDINGS:

My findings are that the proprietor and business are within compliance of all statute requirements at this time.

DISPOSITION:

No further action taken.

Ial/02/22/12

SERIES:

12 RESTAURANT LICENSE

Non-transferable
On-sale retail privileges

PURPOSE:

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

An applicant for a restaurant license must file a copy of its restaurant menu and Restaurant Operation Plan with the application. The Plan must include listings of all restaurant equipment and service items, the restaurant seating capacity, and other information requested by the department to substantiate that the restaurant will operate in compliance with Title 4.

The licensee must notify the Department, in advance, of any proposed changes in the seating capacity of the restaurant or dimensions of a restaurant facility.

A restaurant licensee must maintain complete restaurant services continually during the hours of selling and serving of spirituous liquor, until at least 10:00 p.m. daily, if any spirituous liquor is to be sold and served up to 1:00 a.m.

Applicants, licensees, managers and employees who serve or sell spirituous liquor to retail customers must take training courses in spirituous liquor handling and spirituous liquor laws and regulations.

A licensee acting as a **RETAIL AGENT**, authorized to purchase and accept **DELIVERY** of spirituous liquor by other licensees, must receive a certificate of registration from the Department.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

Bar, beer and wine bar, and restaurant licensees must pay an annual surcharge of \$20.00. The money collected from these licensees will be used by the Department for an auditor to review compliance by restaurants with the restaurant licensing provisions of ARS 4-205.02.

AVERAGE APPROVAL TIME:

Sixty-five (65) to one-hundred five (105) days.

PERIOD OF ISSUANCE:

One (1) year with option to renew.

(Continue on next page)

Town of Queen Creek
Town Clerk's Office
22350 S. Ellsworth Rd.
Queen Creek, AZ 85142
480-358-3210

www.queencreek.org

revised 9-2010

**TOWN OF QUEEN CREEK
SUPPLEMENTAL APPLICATION FOR LIQUOR LICENSE**

One time application fee: \$1,500 due prior to processing of application

Name of applicant/agent: Yun T. Tse

Name of Business: Golden Harvest

Address (Queen Creek): 21805 S. Ellsworth Rd # A112 Queen Creek, AZ 85142

Mailing address: 1450 W. Guadalupe Rd. Ste 109. Gilbert, AZ 85233

Phone # of applicant/agent: 480-570-7639 Phone # of business 480-987-8588

EIN(Fed Tax ID#) 27-5195420 TPT#(sales tax) 20695069

Days of operation: 7 / week Hours of operation: 11:00 AM - 9:00 PM

Series/Type of License (please check one)

- 01 – In-State Producer's License
- 02 – Out-of-State Producers License
- 03 – Domestic Microbrewery
- 04 –Wholesaler
- 05 – Government
- 06 – Bar (all spirituous liquor)
- 07 – Beer & Wine Bar
- 08 – Conveyance (airplanes, trains, boats)
- 09/9S – Liquor Store/Sampling (all spirituous liquor)
- 10 – Beer and Wine Store (beer & wine only)
- 11 – Hotel-Motel (with restaurant)
- 12 – Restaurant
- 13 – Domestic Farm Winery
- 14 – Club (private)
- 15 – Special Event (temporary license – fee not applicable)
- 16 – Wine Festival/Wine Fair

By signing this application, you are certifying that all the information is accurate, complete and true to the best of your knowledge/ability.

Yun Tim TSE
Printed Name

Date: 1/30/12

tim TSE
Signature

Received by: Jennifer Roberson

Date: 1/31/12

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

Received

JAN 31 2012

Town of Queen Creek

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

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

12078997

1. Type of License(s): SERIES 12

2. Total fees attached:

Department Use Only
 \$ 2240

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. TSE YUN ^{AR} T Middle
 (Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: TIM SUE LLC
 (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: GOLDEN HARVEST
 (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 21805 S. ELLSWORTH RD # A112 QUEEN CREEK MARICOPA 85142
 (Do not use PO Box Number) City County Zip
5. Business Phone: 480-987-8588 Daytime Contact: 480-570-7639
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 1450 W GUADALUPE RD STE 109 GILBERT, AZ 85233
 City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 1000 Application 1000 Interim Permit 240 Agent Change 240 Club 2240 Finger Prints \$ 2240
TOTAL OF ALL FEES

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

Accepted by: AE Date: 1/20/2012 Lic. # 12078997

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. #12077401
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

12 JAN 20 10:41 AM LIA 811026A

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

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

X 
(Signature)

State of AZ County of Maricopa

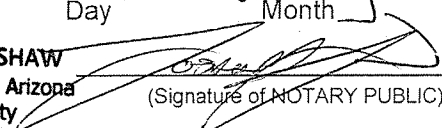
The foregoing instrument was acknowledged before me this

18 day of January, 2012
Day Month Year

My commission expires on: 7.15.2014



JOSHUA M SHAW
Notary Public - Arizona
Maricopa County
Expires 07/15/2014


(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12077401

Issue Date: 2/27/2008

Expiration Date: 3/31/2012

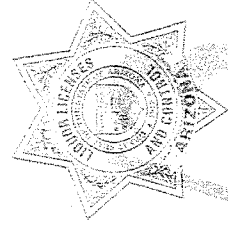
Issued To:
KEN CHEN, Agent
GOLDEN HARVEST ENTERPRISE INC, Owner

Restaurant

Mailing Address:

Location:
GOLDEN HARVEST
21805 S ELLSWORTH RD #A-112
QUEEN CREEK, AZ 85242

KEN CHEN
GOLDEN HARVEST ENTERPRISE INC
GOLDEN HARVEST
21805 S ELLSWORTH RD #A 112
QUEEN CREEK, AZ 85242



POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

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

12 JAN 20 Lic. Lic. #1034

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

1. Name of Corporation/L.L.C.: TIM SUE LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 03/28/2011 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No.: N/A Date authorized to do business in AZ: _____
4. AZ L.L.C. File No: L-1670742-0 Date authorized to do business in AZ: 04/01/2011
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
TSE	YUN	TSE <i>AR</i>	Managing MEMBER	1212 S BOULDER ST UNIT B	GILBERT, AZ 85296

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
TSE	YUN	TSE <i>AR</i>	100	1212 S BOULDER ST UNIT B	GILBERT, AZ 85296

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

- 1. Governmental Entity: _____
- 2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

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

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____
- 6. If more than one license to be transferred: License Type: _____ License Number: _____
- 7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

12 JAN 20 Lic. Lic. #10184

- 1. Current Business: Name _____
(Exactly as it appears on license) Address _____
- 2. New Business: Name _____
(Physical Street Location) Address _____
- 3. License Type: _____ License Number: _____
- 4. If more than one license to be transferred: License Type: _____ License Number: _____
- 5. What date do you plan to move? _____ What date do you plan to open? _____

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

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

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

1. Distance to nearest school: 4752 ft. Name of school Queen Creek Middle School
Address 20435 S Old Ellsworth Rd, Queen Creek, AZ 85142-9676
City, State, Zip

2. Distance to nearest church: 1584 ft. Name of church Our Lady of Guadalupe Catholic Church
Address 20615 E Ocotillo Rd, Queen Creek, AZ 85142
City, State, Zip

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

4. If the premises is leased give lessors: Name WOODCREST ARIZONA PROPERTIES LLC C/O WOODCREST CAPITAL
Address 3113 SOUTH UNIVERSITY DRIVE STE 600 FT WORTH, TX 76109
City, State, Zip

4a. Monthly rental/lease rate \$ 3232.88 What is the remaining length of the lease 2 yrs. 2 mos.

4b. What is the penalty if the lease is not fulfilled? \$ N/A or other Pursue legal remedy
(give details - attach additional sheet if necessary)

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

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 12077401 (exactly as it appears on license) Name Ken Chen AE GOLDEN HARVEST ENTERPRISE INC

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
 CHEN KEN and license #: 12077401
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

TSE YUN TIM
applicant's signature

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

TIM TSE TYT
applicants initials

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

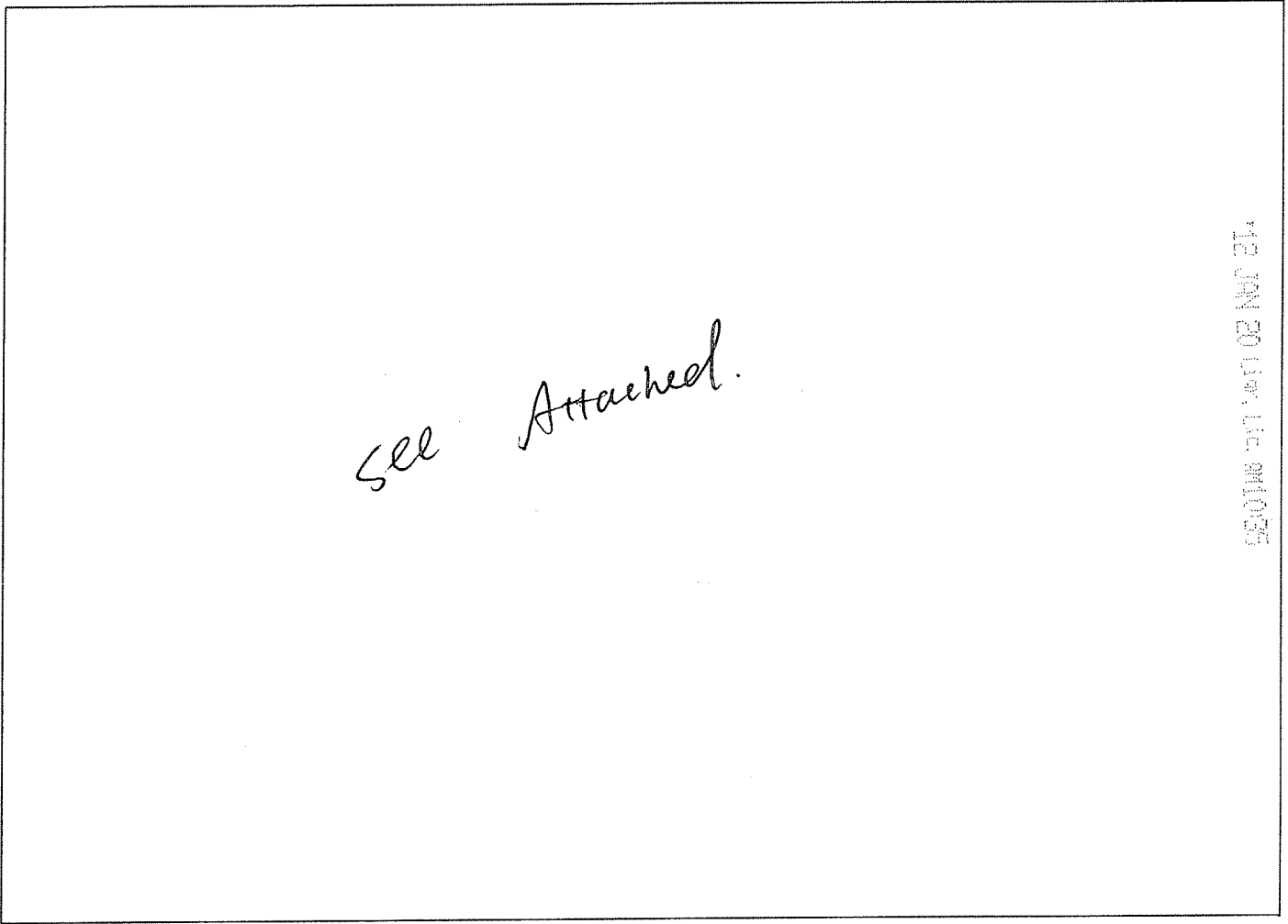
- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date?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

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

TYT
applicants initials

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

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

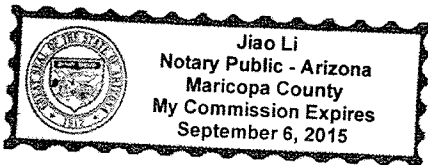


SECTION 16 Signature Block

I, YUN TSE, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

(print full name of applicant)

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



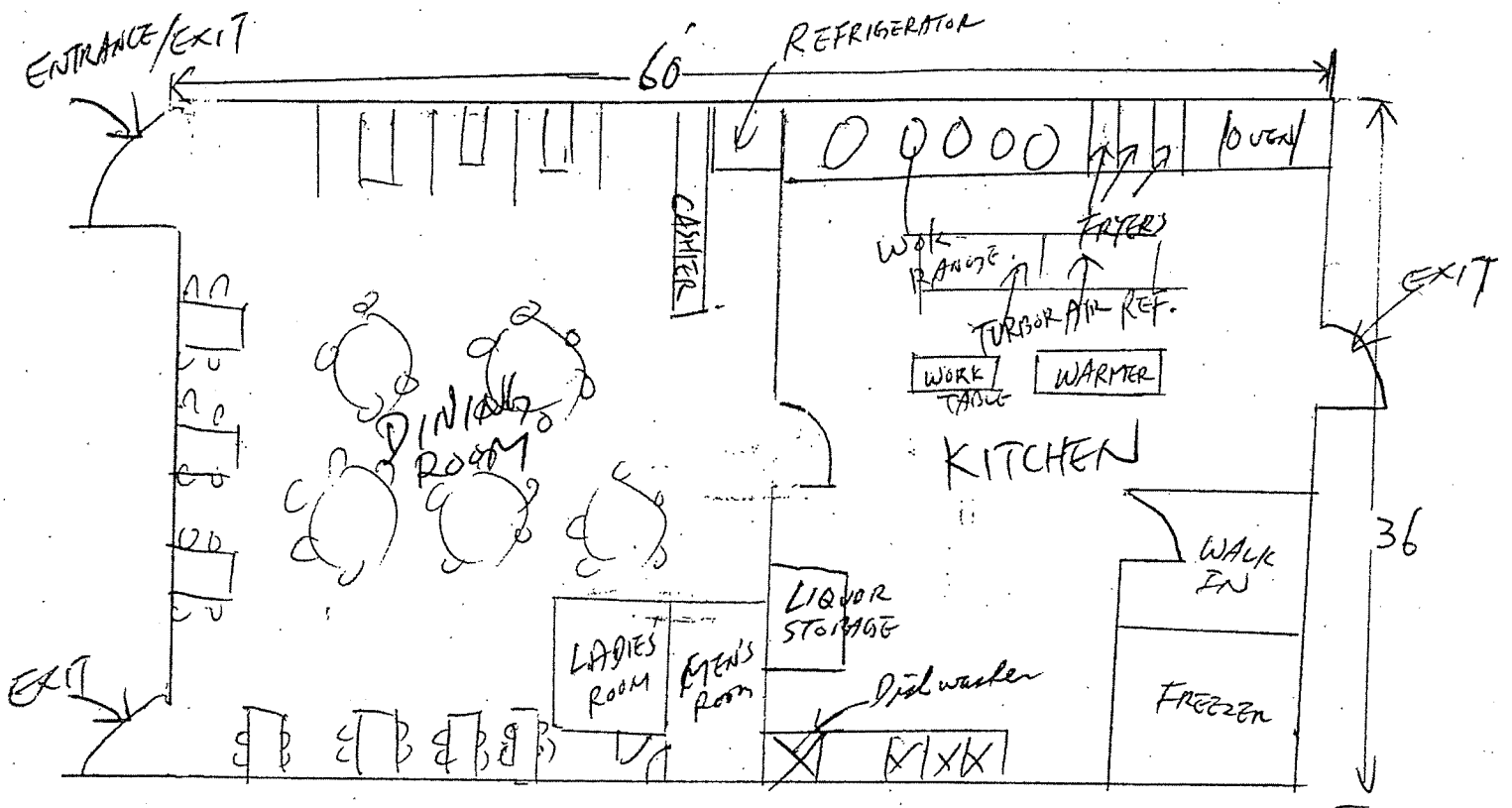
State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

19 of Jan, 2012
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on: 6 Sept 2015
Day Month Year



Total sqft: 2160. sq.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RESTAURANT OPERATION PLAN

LICENSE # 12078997

1. List by Make, Model and Capacity of your :

Grill	48" Griddle, IMGA-4828, 6 Burners, Gas Fryer
Oven	Thermatek Oven
Freezer	Walk-In Freezer
Refrigerator	Walk-In Cooler 10'X10'; 2 Turbo Air
Sink	Floor Sink, Stainless Steel 3 Compartment Sink
Dish Washing Facilities	Auto Chlor
Food Preparation Counter (Dimensions)	72"X30" Work table
Other	5 holes Wok Range, 3 Deep Fryers

2. Print the name of your restaurant: GOLDEN HARVEST

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. Restaurant area of your premises [80]
- b. Bar area of your premises [+0]
- c. Total area of your premises [80]

5. What type of dinnerware and utensils are utilized within your restaurant?

Reusable Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover). Yes _____ % No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 90 %

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

12 JAN 20 14 14 04035

8. Does your restaurant contain any games or television? Yes No
If yes, specify what types and how many of each type (Televisions, Pool tables, Video Games, Darts, etc).

3 TVs

9. Do you have live entertainment or dancing? Yes No
(If yes, what type and how often?)

10. Use space below or attach a list of employee positions and their duties to fully staff your business.

2 Cooks: prepare and cook food

1 Cashier: run the cash register

1 Kitchen helper: prepare food and clean dishes.

3 waiter and waitress

I, ^{AR}YUN TSE, hereby declare that I am the APPLICANT filing this application. I have read this application and the contents and all statements true, correct and complete.

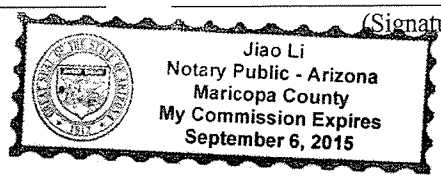
X TSE YUN TSE
(Signature of APPLICANT)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

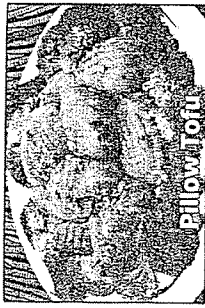
19 day of Jan, 2012.
Day of Month Month Year

My commission expires on: Sept - 06 - 2015

[Signature]
(Signature of NOTARY PUBLIC)



We know how good chinese should be.



Pillow Tofu



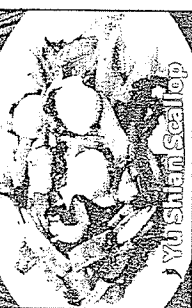
Wor Wonton Soup



Hong Kong Chispy Noodle



Fish in a white sauce



Yu Shan Scallop



Sizzling Seafood Platter



Peking Pork Chop



Po Po Plate appetizers



Teriyaki Lunch Combo



House Chow Fun

Hot and Spicy

Lunch Specials

From 11:00 AM-3:00 PM daily
Served with Fried or Steam rice and soup of the day
Pick between an Egg Roll or Crab Puff or add 50 cts for both

1. Sweet & sour pork or chicken.....5.50
(or shrimp \$1 extra)
2. Spicy Shrimp6.50
3. Kung Pao chicken or beef5.50
(or shrimp \$1 extra)
4. Chicken salad..... 5.50
5. Sesame chicken.....5.50
6. Orange chicken.....5.50
7. Szechwan chicken..... 5.50
8. House special chicken.....5.50
9. Lemon chicken.....5.50
10. Mongolian beef.....5.50
11. Stir fried vegetables with chicken or beef.....5.50
(or shrimp \$1 extra)
12. Teriyaki chicken.....5.50
13. Ma Po tofu.....5.50
14. Vegetables deluxe.....5.50
15. Beef or chicken with broccoli.....5.50
16. Chop Suey with chicken or beef.....5.50
(or shrimp \$1 extra)
17. Lo Mein with chicken or beef.....5.50
(or shrimp \$1 extra)
18. Happy Family.....6.50

Or You may choose anything from the menu
except Chef Specialties, Duck and Moo shu.
Chicken \$5.5/ Beef \$5.5/ Shrimp \$6.5/ Scallop & Calamari \$7.5

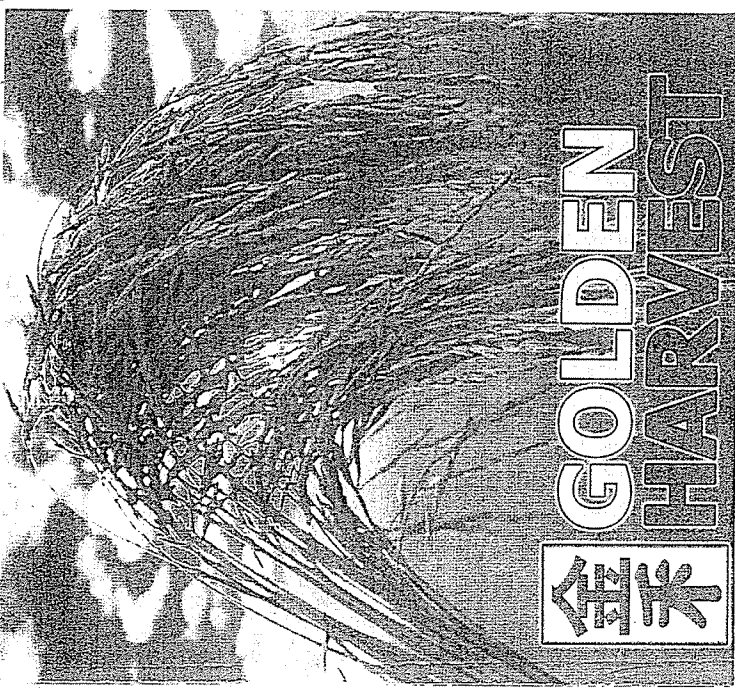
Family Dinner

\$11.95/ person (min for 2)

Includes:
Appetizers: (Chicken salad or Egg Roll) and crab puff
Soup: Egg drop soup or hot sour soup
Egg fried rice or steam rice

Each person pick any
single item on the menu

(Shrimp or seafood or beef's special items are \$2 extra each dish, no duck)



GOLDEN HARVEST

Queen Creek's best Chinese Food

Take Out Menu

Open daily from 11am to 9pm
Tel 480.987.8588 / Fax 480.987.8796
21805 S. Ellsworth #A112
Queen Creek, AZ 85242

12 JUN 20 11 41 AM '03

APPETIZERS

Lettuce Wrap.....	6.50
Vegetable Egg Rolls (2).....	2.00
Pot Stickers (6).....	6.95
Fried Golden Prawns (6).....	5.95
Crab Cheese Puffs (6).....	4.25
BBQ Pork Slices.....	4.50
Chicken Salad.....	5.50
Boiled Won Tons.....	5.25
BBQ Ribs (4).....	6.50
Fried chicken wings (6).....	4.50
Chicken on skewers (4).....	4.25
Fried Wonton.....	3.95
Po Po Platter (for 2 person).....	7.95
2 Egg rolls, 2 Fried shrimps, 2 Wings, 2 Crab puffs and 2 Chicken skewers	

SOUPS

Egg Flower Soup.....	4.50
Hot & Sour Soup.....	5.75
Tofu Mushroom Soup.....	5.95
Won Ton Soup.....	5.95
Wor Won Ton Soup.....	6.95
Sizzling Rice Soup.....	5.95
Chicken Corn Chowder.....	5.95
Seafood Blossom Soup.....	7.95
Hot Spicy Noodle Soup.....	6.95

SEAFOOD

Garlic Shrimp.....	8.95
Kung Pao Calamari.....	8.95
Hot & Spicy Szechwan Shrimp.....	8.95
Shrimp in Lobster Sauce.....	8.95
Shrimp w/ Seasonal Vegetables.....	8.95
Shrimp w/Broccoli.....	8.95
Sweet & Sour Shrimp.....	8.95
Kung Pao Shrimp.....	8.95
Kung Pao Three (Chicken, Beef & Shrimp).....	8.95
Yu Shiang Scallops.....	9.95
Garlic Scallops.....	9.95
Scallops w/ Vegetables.....	9.95
Coconut shrimp.....	10.95
Kung Pao Fish.....	11.95

PORK

Yu Shiang pork.....	7.95
Sweet and sour pork.....	7.95
BBQ pork with snowpeas.....	8.95

BEEF

Garlic Beef.....	7.95
Oyster beef.....	7.95
Beef with vegetables.....	7.95
Beef with broccoli.....	7.95
Orange beef.....	9.95
Pepper steak.....	7.95
Kung Pao beef.....	7.95
Mongolian beef.....	8.50
Beef with snow peas.....	8.50

CHICKEN AND DUCK

Almond or cashew nut chicken.....	7.95
Chicken black bean sauce.....	7.95
Chicken with seasonal vegetable.....	7.95
Curry chicken.....	7.95
Kung pao chicken.....	7.95
Chicken with broccoli.....	7.95
Moo Goo Gai Pan.....	7.95
Spicy Honey Chicken.....	7.95
Orange chicken.....	7.95
Sesame chicken.....	7.95
House special chicken.....	7.95
Garlic Chicken.....	7.95
Snow white chicken.....	8.95
Lemon chicken.....	7.95
Teriyaki chicken.....	7.95
Yu Shiang chicken.....	7.95
Sweet and sour chicken.....	7.95
Roast duck.....	Half 12.95/ Whole 25.00
Seafood duck.....	11.95

LO MEIN (soft stir fried noodle)

Chicken or beef or pork or vegetables.....	7.50
House lo mein or shrimp lo mein.....	7.95

All entrees served with steamed rice except Lo Mein and Fried Rice.
Golden Harvest offers catering service at a very reasonable price.
Talk to us about your catering needs, we will try our best to accommodate it.

CHEFS SPECIALS

Honey Walnut Shrimp 10.95 Deep fried prawns smothered with a light tart and sweet mayonnaise. Garnished with roasted honey coated walnut
Hong Kong Style Seafood Crispy Noodle 10.95 Crispy fried egg noodles, topped with a mixtures of chicken, seafood and vegetable in a light brown sauce.
Flounder in Black Bean Sauce 11.95 Filet flounder fish stir fried with a black bean sauce. Also available snow fish in a white sauce.

Sizzling Seafood Platter 11.95 Shrimp, scallops, crabmeat with assorted vegetable stir fried in a white sauce. Served on a hot sizzling platter.
General Tso's Chicken 8.95 Fried chicken tenders, tossed with onion in a special tangy and spicy sauce.

Sizzling Black Pepper Scallops 10.95 Scallops stir fried with onion and pepper in a black pepper sauce. Served on a hot sizzling plate. (Also Available with Beef 9.95)
--

Salt & Pepper Pork Chop 8.95 Pork Chop lightly battered and fried, seasoned with salt and a kick of jalapeno

EGG FU YOUNG

Chicken or beef or pork or vegetables.....	7.50
House or Shrimp Egg Fu Young.....	8.50

CHOP SUEY

Chicken or beef or pork.....	7.95
House Chop Suey or shrimp Chop Suey.....	8.95

KIDS MEAL

(Served with steamed or fried rice, eggroll & Crabpuff)	
Sweet sour chicken Kids meal.....	5.95
Teriyaki chicken Kids meal.....	5.95

Indicates hot and spicy.

Pillow Tofu 8.95 Crushed tofu blended with shrimp paste. Deep fried in pillow shapes, then topped with broccoli in an oyster sauce. Done Hong Kong style!
--

Salt & Pepper Calamari 8.95 Calamari lightly battered and fried, seasoned with salt and a kick of jalapeno.
--

Sauteed Three 10.95 Combination of chicken, shrimp and beef. Stir fried with vegetable in a brown spicy sauce.

House Special Chow Fun 8.95 Wide rice noodle stir fried with combination of chicken, beef and shrimp with soy sauce.

Peking Pork Chops 8.95 Lightly battered pork chops, topped with a special sweet red peking sauce.
--

Happy Family 8.95 Combination of beef, chicken and shrimp stir fried with various vegetable in a brown ginger sauce.

VEGETABLES & TOFU

Snow Peas & Mushroom.....	6.95
Vegetables Deluxe.....	6.95
Kung Pao Vegetable.....	6.95

Vegetable Tofu.....	7.50
Braised Tofu.....	7.50
Hunan Style Tofu.....	7.50
Ma Po Tofu.....	7.50

FRIED RICE

Chicken or Beef or Pork or Vegetables.....	6.50
House Special Fried Rice.....	6.95
Shrimp Fried Rice.....	6.95

MOO SHU

Chicken or beef or pork or vegetables.....	7.95
House Moo Shu or shrimp Moo Shu.....	8.95

0207MAY 14 07 02 AM '21

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

RECORDS REQUIRED FOR AUDIT

SERIES 11 (HOTEL/MOTEL/RESTAURANT) AND SERIES 12 (RESTAURANT)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government

12 MAY 20 04:16 PM '05

- B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages
13. Off-site Catering Records (must be complete and separate from restaurant records)
- A. All documents which support the income derived from the sale of food off the license premises.
 - B. All documents which support purchases made for food to be sold off the licensed premises.
 - C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

I, (print licensee name):

TSE

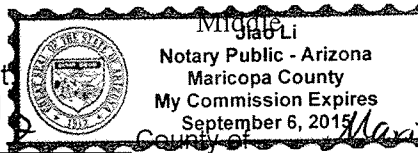
YUN

TIM ^{AR}

Last

First

have read and fully understand all aspects of this statement



State of AR County of Maricopa

The foregoing instrument was acknowledged before me this

X

TSE YUN TIM

(Signature of Licensee)

19 day of Jan, 2012
Day Month Year

My commission Expires on: 06 09 2015
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

12 JAN 20 11 PM 1:44 M1035



AZ CORPORATION COMMISSION
FILED

ARTICLES OF ORGANIZATION
OF

MAR 3 8 2011

Tim Sue LLC.
(An Arizona Limited Liability Company)

FILE NO. L-160709420

ARTICLE I

Name. The name of the limited liability company is Tim Sue LLC.

ARTICLE II

Registered Office. The address of the registered office in Arizona is: 21835 S. Ellsworth Rd.
Ste A 112, Queen Creek, AZ 85142.

ARTICLE III

Statutory Agent. (In Arizona) The name and address of the Statutory Agent of the company is:
Yun Tim Tse, 1212 S. Boulder St. #B, Gilbert, AZ 85296.

ARTICLE IV

Management. Management of the limited liability company is vested in a manager or managers.
The names and addresses of each person who is a manager AND each member who owns a
twenty percent or greater interest in the capital or profits of the limited liability company is:

Yun Tim Tse, 1212 S. Boulder St. #B, Gilbert, AZ 85296.

EXECUTED this 1st day of Feb, 26th, 2011.

TSE YUN TIM

Yun Tim Tse, Member & Manager

FILED MAR 20 11 PM 10:03

Acceptance of Appointment By Statutory Agent

I, Yun Tim Tse, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

TSE Yun Tim
Signature of Statutory Agent

3.1.11
Date

12 JAN 20 11:14 AM 035

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

802-769
 AC 106637

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

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

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

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.
 The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

Liquor License #
12078997
 (If the location is currently licensed)

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

2. Name: TSE YUN TIM Date of Birth [REDACTED] (NOT a Public Record)
 Last First Middle

3. Social Security Num [REDACTED] Drivers License [REDACTED] State: AZ
 (NOT a public record) (NOT a public record)

4. Place of Birth: KAIPING GUANGDONG CHINA Height: 5-06 Weight: 200 Eyes: BRO Hair: BLK
 City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 480-570-7639

6. Name of Current or Most Recent Spouse: ZHOU SUNA Date of Birth [REDACTED]
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? AZ If Arizona, date of residency: 04/09/2007

8. Telephone number to contact you during business hours for any questions regarding this document. 480-570-7639

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

10. Name of Licensed Premises: GOLDEN HARVEST Premises Phone: 480-987-8588

11. Physical Location of Licensed Premises Address: 21805 S. ELLSWORTH RD #A112 QUEEN CREEK MARCOPA, 852142
 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
04/2011	CURRENT	CHEF	Golden Harvest 21805 S Ellsworth rd #A112 Queen Creek, AZ 85142
01/2011	03/2011	SELF-EMPLOYED	1212 S. BOULDER ST UNIT B GILBERT, AZ 85296
08/2010	12/2010	CHEF	Fantasy China Palace 5761 E BROWN RD STE 1 MESA, AZ 85205

13. Indicate your residence address for the last five (5) years: ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↑ ↓

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
04/2007	CURRENT	Rent	1212 S. BOULDER ST UNIT B	GILBERT	AZ	85296
01/2007	03/2007	Rent	PO TAT VILLAGE BULIDING ROOM 1810	KOWLOON	HK	CHINA

Questionnaire

YUN TIM TSE

Line 12 Continue:

From	To	Position	Employer's Name, Address,
05/2009	07/2010	SELF-EMPLOYED	1212 S. BOULDER ST UNIT B Gilbert, AZ 85296
12/2007	04/2009	CHEF	GOLDEN EGGROLL 3320 S PRIEST DR. #4 TEMPE, AZ 85282
05/2007	11/2007	SELF-EMPLOYED	1212 S. BOULDER ST UNIT B Gilbert, AZ 85296
01/2007	04/2007	CHEF	SUSHI BAR, WAN CHAI HONG KONG

12 JAN 20 11:44 AM '09

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
 If you answered YES, how many hrs/day? 8, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

20. I, YUN TSE, hereby declare that I am the APPLICANT/REPRESENTATIVE filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

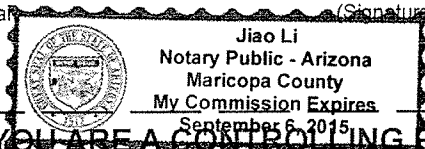
X TSB YUN TIM
 (Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 19 day of Jan, 2012
 Month Year

My commission expires on: 06 Sept 2015
 Day Month Year

[Signature]
 (Signature of NOTARY PUBLIC)



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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
 Month Year

 Print Name

 (Signature of NOTARY PUBLIC)

My commission expires on: _____
 Day Month Year



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 12078997

Ownership Name: TIM SUE LLC (as listed on the current liquor license application or renewal application)

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

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

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

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) YUN TSE DATE 01/18/2012

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE SERIES 12

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

- A. Are you a citizen or national of the United States? (check one) [] Yes [X] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country. City KAI PING State (or equivalent) GUANG DONG Country or Territory CHINA

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

12 JAN 20 11 42 AM '09

SECTION IV — DECLARATION

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

TSE YUV TIM
APPLICANT'S SIGNATURE

1-19-2012
TODAY'S DATE

12 JAN 20 14:14 AM '06

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

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

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

JUNIAN TSE
Full Name (please print)

[Signature]
Signature

January 15, 2012
Training Completion Date

Type of Training Completed (check Yes or No)

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BASIC	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	ON SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	MANAGEMENT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OFF SALE
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BOTH	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	OTHER

January 14, 2017
Certificate Expiration Date
(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

If Trainee Is Employed By A Licensee

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

RED MOUNTAIN LIQUOR CONSULTANTS
Company or Individual Name (please print)

6445 E. PRINCESS DRIVE
Address

MESA
City

ARIZONA
State

85205
Zip

(602) 319-3353
Daytime Contact Phone #

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

[Signature]
Trainer Signature

LARRY EWING
Name of Trainer (please print)

January 15, 2012
Date

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

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

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

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

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

12 JAN 20 10 49 AM '12

Requesting Department:

Town Clerk



TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: Jennifer Robinson, Town Clerk *JRobinson*
Fredda J. Bisman, Town Attorney

**RE: Liquor License Application – Arizona Wilderness Brewing
Company LLC, 7215 S. Power Rd., #A106 (Power Marketplace)
– Series 3 Domestic Microbrewery License # 03073059**

DATE: March 7, 2012

Staff Recommendation:

If a comment card is submitted to speak on this item, the Public Hearing will need to be opened.

Staff recommends that the Town Council consider a recommendation of approval based on the application and the investigation results received from Maricopa County Sheriff's Office (MCSO). *(Investigation report will be provided prior to the meeting)*

At this time, no comments from the public have been received.

Proposed Motion:

Motion to forward a recommendation of **approval** to the Arizona Department of Liquor License and Control for the application of Jonathan David Buford, on behalf of Arizona Wilderness Brewing Company, Series 3 Domestic Microbrewery License #03073059.

Alternative Motions:

Motion to forward a recommendation of **denial** to the Arizona Department of Liquor License and Control for the application of Jonathan David Buford, on behalf of Arizona Wilderness Brewing Company, Series 3 Domestic Microbrewery License #03073059.

OR

Motion to forward **no recommendation** to the Arizona Department of Liquor License and Control for the application of Jonathan David Buford, on behalf of Arizona Wilderness Brewing Company, Series 3 Domestic Microbrewery License #03073059.

Discussion:

The Town Clerk's Office received a liquor license application for a new Series 03 Domestic Microbrewery License for Arizona Wilderness Brewing Company, LLC to be located at 7215 S. Power Rd., #106 (Power Marketplace) on January 24, 2012. The application was posted on February 15, 2012 for the required 20 days. To date, no comments or protests from the public have been received.

The applicant filed the Supplemental Application for Liquor License and paid the \$1,500 one-time fee on February 13, 2012.

The applicant will be sub-leasing approximately 625-650 sq. ft. from Trophy's Steakhouse/The Wilderness Taproom at Trophy's and will be operating independently from the lessor. Arizona Wilderness Brewing Company will be producing and selling their product to various accounts, including Trophy's Steakhouse. The microbrewery will not be serving the product.

Attached to this staff report is a narrative submitted to Wayne Balmer, Planning Administrator, relating to the Trophy's expansion and an e-mail from Jonathan Buford (applicant) further clarifying the lease agreement and business operating plan for the microbrewery.

Fiscal Impact:

Not applicable.

Alternatives:

Council could elect to forward a recommendation for denial or no recommendation to the Department of Liquor Licenses and Control for their consideration.

Attachments:

Application
MCSO report
Licensing information



Jennifer Robinson <jennifer.robinson@queencreek.org>

liquor license questions

jbuford@azwildernessbrewing.com
<jbuford@azwildernessbrewing.com>
To: jennifer.robinson@queencreek.org

Wed, Feb 29, 2012 at
12:55 PM

Jennifer,

After speaking with you yesterday, I certainly understand some confusion with the relationship between Trophy's and Arizona Wilderness Brewing Co. The estimated 650 sq ft we are leasing from the Delter Family (Trophy's) will be part of the leasing agreement specifically dedicated to our brewing process and cold/dry storage. We will not be using anything other than the designated areas we have agreed on. We will be subleasing from the Detler family, and that will be our relationship.

We will be running our brewery as a production microbrewery and selling to various accounts in and around the area as a separate entity from the trophy's expansion. We also will be selling our product to the trophy's expansion as one of our accounts. Our class 3 liquor license will only apply to our operation, and that will be the only license that will apply to us. The new trophy's restaurant will have its own licensing for the sale of its own products. We will not ,in any way, be working in the kitchen , bar, or front of the house. Nor will they be conducting any brewing operations with our team.

I spoke with Kevin, the owner of trophy's, for a moment yesterday and he would be happy to answer any further questions regarding the matter if needed.

Feel free to contact me at anytime with any further questions. Thank you, have a great day!

Jonathan Buford
602-561-2630

1/15/2012

TO: Wayne Balmer, AICP Director of Planning

CC: Rob@Sketch Architecture

Dear Sir,

Thank you for your support of Trophys Steakhouse. We are very glad we decided to originally build in Queen Creek. We are sure we made the right decision as we have been very well received by the local population. Our values and business model seem in tune with our local customers.

We opened the doors at Trophy's April 7, 2009. Since that time, we have tried unsuccessfully to develop a lunch crowd. We believe our current location is an excellent location for lunch time patrons. We have discovered that people are not used to the idea of going to a steakhouse to have lunch. We needed to change our concept and menu to address this poor response. Our solution was to develop a separate lunch menu with very few steak items and needed to include wraps, burgers and even pizza, although most Trophy's menu items will be available but in a less formal atmosphere.

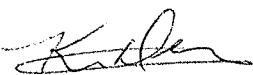
We realized that changing our dinner atmosphere restaurant would be expensive and difficult, so we determined expanding Trophy's, by adding additional seating, a second bar and cooking all the food in our existing kitchen would be the best solution for us. The Space directly east of our restaurant became available when the old Tropical Smoothie went out of business. We realized that we could serve food from our existing kitchen area without building a new expensive kitchen. The savings on air conditioning would pay the rent on the added square footage. This expansion became a "no brainer" for us. We could already use our existing liquor license that would allow us to sell food and alcohol purchases. This project would allow us to potentially open the actual steakhouse portion at 5:00 PM.

We propose to name the new restaurant "The Wilderness Taproom at Trophy's" with a separate entrance but still connected to Trophy's in two places. We will serve our good food in the evening in both places. We in no way want to loose our identity or the customer base we currently enjoy, but at the same time want to let people get a feel for a new place. Second, we will be able to have an outdoor patio which we need to be competitive with other restaurants. We can't do an outdoor patio on the south side from the existing Trophy's footage because of sightlines of the original booths. With an outdoor area we think this will also promote lunch. The second bar allows us to help take some of the pressure off an already crowded and noisy existing bar in Trophy's Restaurant.

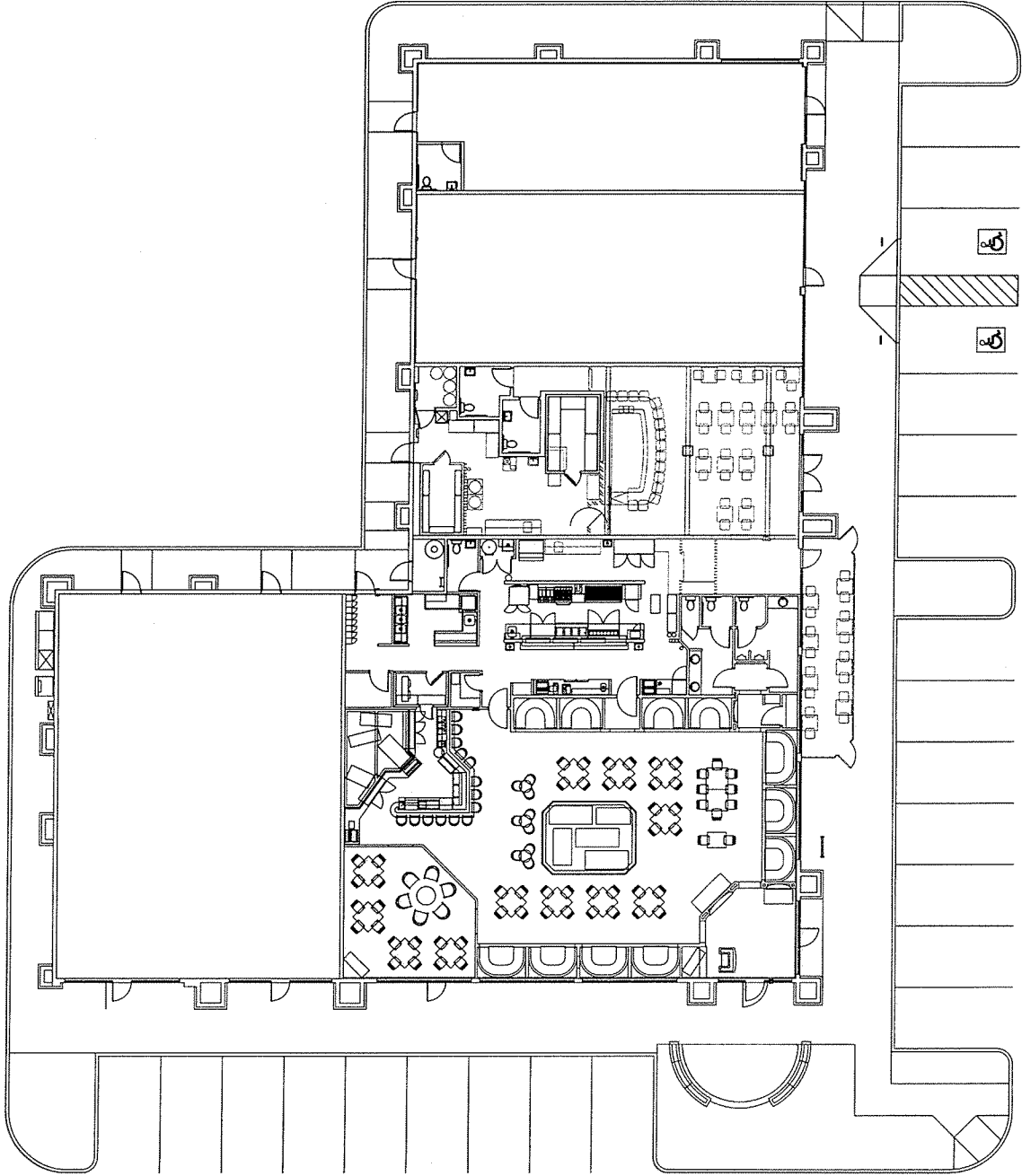
We submit that "The Wilderness Taproom at Trophy's is a continuation or expansion of the "Trophy's restaurant which has a secondary bar and seating area inside it. The idea is to create a less formal atmosphere for lunch time patrons. The expansion of the restaurant will utilize the existing "back of house" facilities to service both restaurants. The bar area within "The Wilderness Taproom at Trophy's" is secondary to the steak house restaurant function.

If you have questions please call me at 605-460-6900.

Thank you,



Kevin, Becky and Brett Dettler



SERIES:

03 DOMESTIC MICROBREWERY LICENSE

Non-transferable
On & off-sale retail privileges

PURPOSE:

Allows the licensee of a microbrewery to manufacture or produce at least ten thousand (10,000) gallons, but less than three hundred ten thousand (310,000) gallons of beer annually.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

May sell beer produced or manufactured on the premises for consumption on or off the premises, and may make sales and deliveries of beer to persons licensed to sell beer.

May serve beer produced or manufactured on the premises for the purpose of sampling.

Must report annually at the end of each fiscal year the amount of beer manufactured. If the total amount of beer manufactured exceeds the amount permitted by a Series 03 license, the licensee shall apply for and receive a Series 01 license (In-state Producer).

Any **CONTROLLING PERSON** can have an interest in only one (1) microbrewery and at only one (1) site.

Applicants, licensees, managers and employees who serve or sell spirituous liquor to retail customers must take training courses in spirituous liquor handling and spirituous liquor laws and regulations.

A **PREGNANCY WARNING SIGN** for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or behind the bar.

A log must be kept by the licensee of all persons employed at the premises including each employee's name, date and place of birth, address and responsibilities.

AVERAGE APPROVAL TIME: Sixty-five (65) to one-hundred five (105) days.

PERIOD OF ISSUANCE: One (1) year with option to renew.

<u>FEES:</u>	Non-refundable application fee:	\$100.00
	Fingerprint fee per card:	Contact Department
	Interim Permit fee:	\$100.00

<u>Upon approval:</u>	
Final fees (full year):	\$600.00
Final fees (half year):	\$450.00
Annual renewal fee (includes SURCHARGE):	\$325.00

(Continue on next page)

Town of Queen Creek
Town Clerk's Office
22350 S. Ellsworth Rd.
Queen Creek, AZ 85142
480-358-3210

Received
FEB 13 2012
Town of Queen Creek

www.queenecreek.org

revised 9-2010

**TOWN OF QUEEN CREEK
SUPPLEMENTAL APPLICATION FOR LIQUOR LICENSE**

One time application fee: \$1,500 due prior to processing of application

Name of applicant/agent: Jonathan David Buford

Name of Business: Arizona Wilderness Brewing Company, LLC

Address (Queen Creek): 7215 S. Power Rd #106 Queen Creek 85142

Mailing address: 14030 E. Seagull Dr Queen Creek, AZ

Phone # of applicant/agent: 602-561-2130 Phone # of business 602-561-2630

EIN(Fed Tax ID#) 45-4051861 TPT#(sales tax) Pending

Days of operation: Mon-Sun Hours of operation: 9-5

Series/Type of License (please check one)

- 01 – In-State Producer's License
- 02 – Out-of-State Producers License
- 03 – Domestic Microbrewery
- 04 –Wholesaler
- 05 – Government
- 06 – Bar (all spirituous liquor)
- 07 – Beer & Wine Bar
- 08 – Conveyance (airplanes, trains, boats)
- 09/9S – Liquor Store/Sampling (all spirituous liquor)
- 10 – Beer and Wine Store (beer & wine only)
- 11 – Hotel-Motel (with restaurant)
- 12 – Restaurant
- 13 – Domestic Farm Winery
- 14 – Club (private)
- 15 – Special Event (temporary license – fee not applicable)
- 16 – Wine Festival/Wine Fair

By signing this application, you are certifying that all the information is accurate, complete and true to the best of your knowledge/ability.

Jonathan Buford
Printed Name

Date: 2-12-12

[Signature]
Signature

Received by: Jennifer Robinson/jm

Date: 2/13/12

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

Received
 JAN 24 2012
 Town of Queen Creek

APPLICATION FOR LIQUOR LICENSE
 TYPE OR PRINT WITH BLACK INK

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

SECTION 1 This application is for a:

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

SECTION 2 Type of ownership:

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

SECTION 3 Type of license and fees

LICENSE #(s): 3 03073059

1. Type of License(s): # 3

2. Total fees attached: \$ 148.00 Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
 The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Buford Jonathan David
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Arizona Wilderness Brewing Company, LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: Arizona Wilderness Brewing Co.
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 7215 S. Power Rd, Queen Creek Maricopa 85142
(Do not use PO Box Number) #106 City County Zip
5. Business Phone: Pending Daytime Contact: "602-561-2630"
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: 9030 E Scagull Dr Queen Creek AZ 85142
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 Application 48.00 Finger Prints \$ 148.00
 Interim Permit Agent Change Club TOTAL OF ALL FEES

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

Accepted by: [Signature] Date: 1/20/12 Lic. # 03073059

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

112 JUN 20 04W 11:41 AM '15

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

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

(Print full name)

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: _____

_____ day of _____, _____
Day Month Year

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

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

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

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

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

SECTION 7 Corporation/Limited Liability Co.:

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

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

1. Name of Corporation/L.L.C.: Arizona Wilderness Brewing Company, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: Nov 28th 2011 State where Incorporated/Organized: AZ
3. AZ Corporation Commission File No: L-17225956 Date authorized to do business in AZ: 11-30-11
4. AZ L.L.C. File No: L-17225956 Date authorized to do business in AZ: 11-30-11
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Beford	Jonathan	David	member President	19030 E. Seagull Dr.	Queen Creek AZ 85142
Issac	Timothy	Stephen	member Vice President	12850 W. Modesto Dr	Litchfield Park AZ 85134

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

Last	First	Middle	% Owned	Mailing Address	City State Zip
Beford	Jonathan	David	50	19030 E Seagull Dr.	Queen Creek AZ 85142
Issac	Timothy	Stephen	50	12850 W. Modesto Dr	Litchfield Park AZ 85134

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

SECTION 8 Club Applicants:

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

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

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

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

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

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

SECTION 11 Person to Person Transfer:

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

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transferred: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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

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

(Signature of CURRENT LICENSEE)

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

Day Month Year

(Signature of NOTARY PUBLIC)

My commission expires on: _____

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

12 JAN 20 10 41 AM '16

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

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

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

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

1. Distance to nearest school: 5600 ft. Name of school Higley High School
Address 4068 E. Pezos Rd Gilbert AZ 85247
City, State, Zip
2. Distance to nearest church: ~~5600~~ 5600 ft. Name of church Rock Point Church
Address ~~1913 S. Sassafras Rd. Peoria Creek~~
City, State, Zip 4068 E. Pezos Rd Gilbert, AZ 85247
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name Trophys LLC
Address 4782 E Buckboard Rd Gilbert, AZ 85297
City, State, Zip
- 4a. Monthly rental/lease rate \$ 900 What is the remaining length of the lease 1 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ None or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ Zero

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Micro brewery

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
 License # 06070273-5B (exactly as it appears on license) Name Frophys LLP-5B

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:
Deffer Brett Armed and license #: 06070273
Last First Middle
- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02 G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

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

applicants initials

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

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? 2/15/12
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

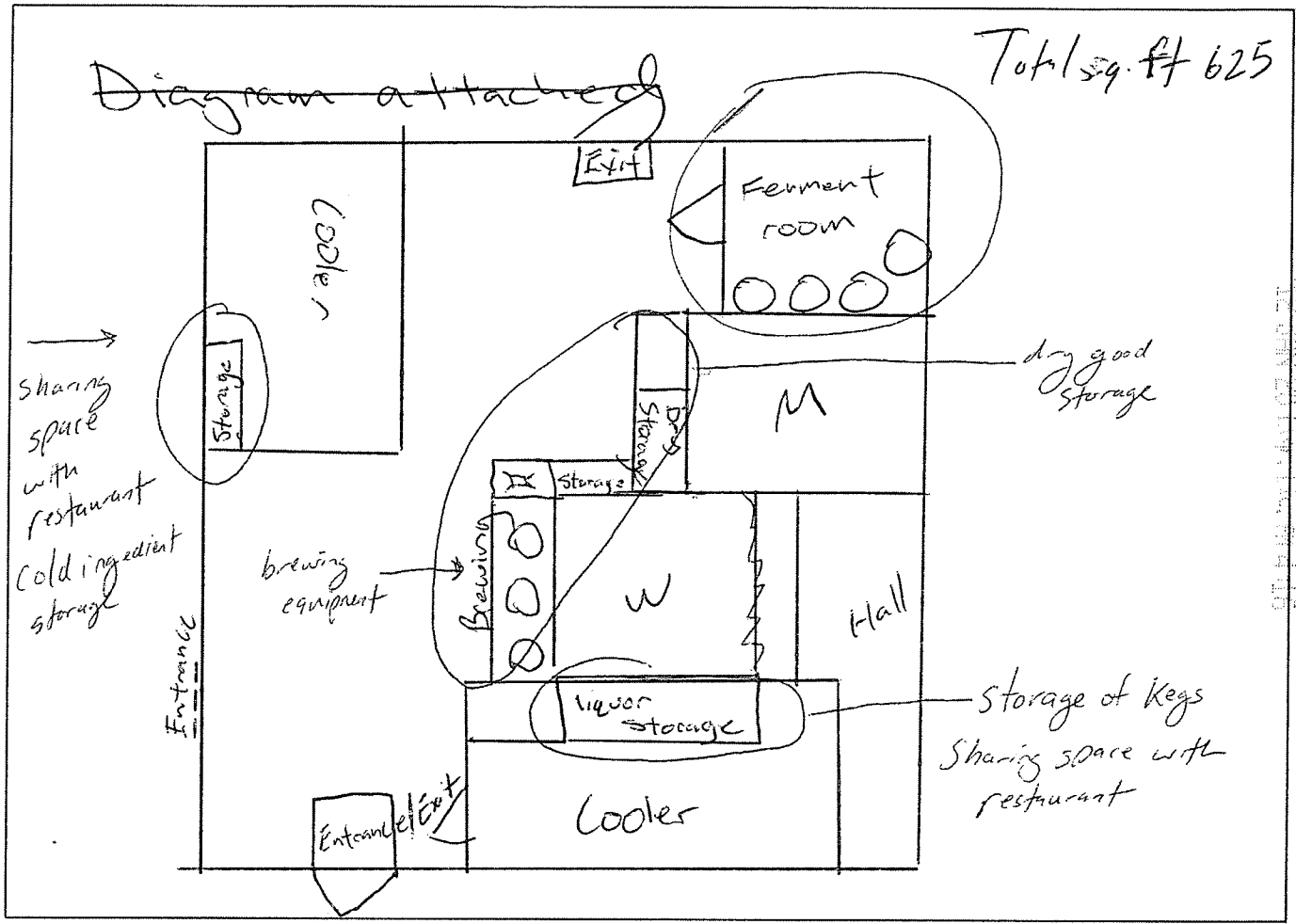
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this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

5B
applicants initials

SECTION 15 Diagram of Premises

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

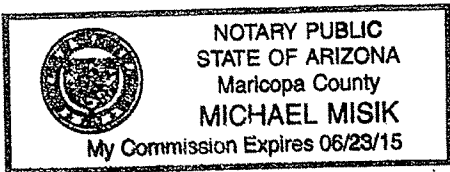
If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Jonathan David Buford (print full name of applicant) hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

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

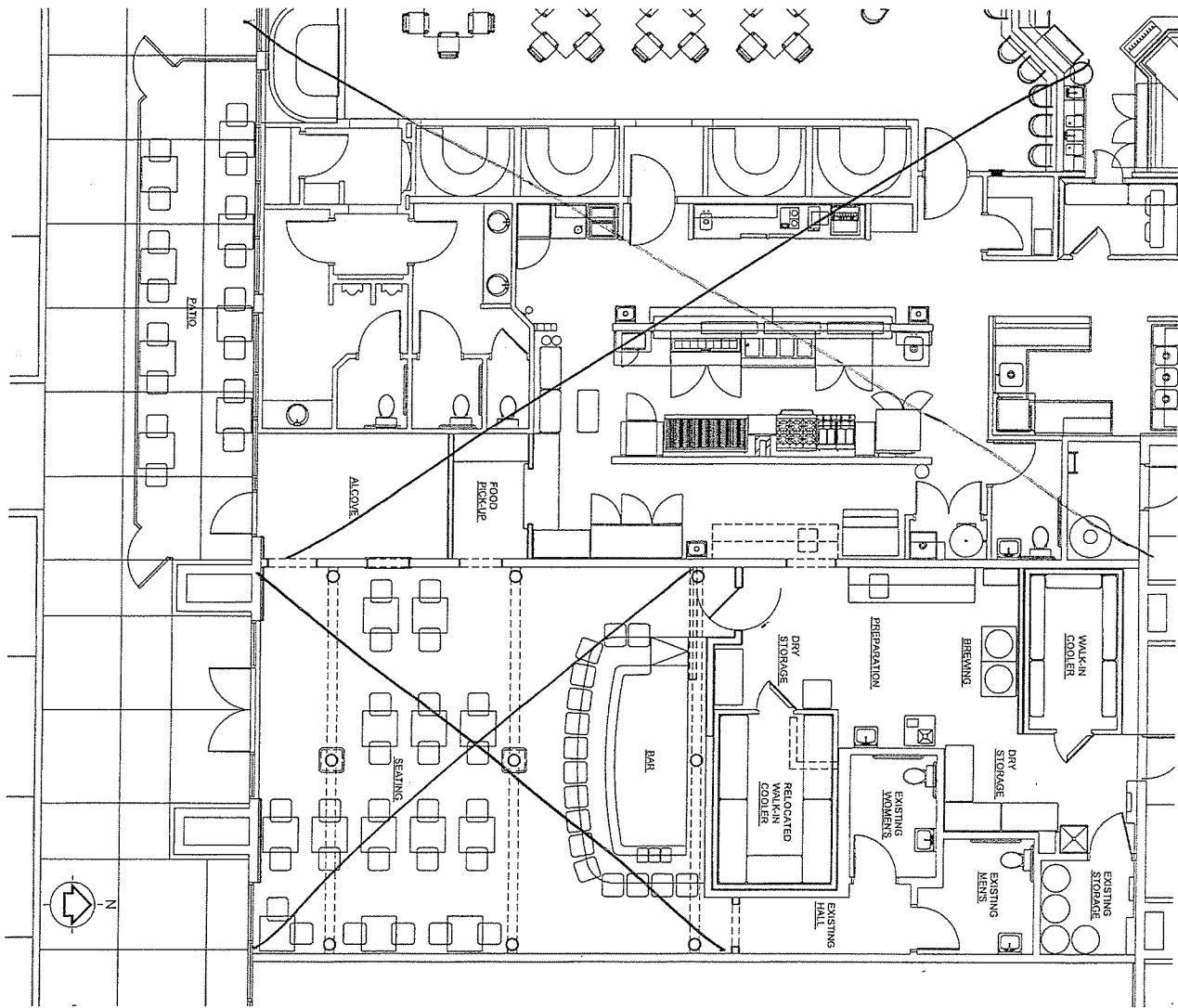


State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 19 of JAN, 2012
 Day Month Year

[Signature]
 signature of NOTARY PUBLIC

My commission expires on: 06 2015
 Day Month Year



NOV 28 2011

FILE NO 19122595-6

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

ARTICLES OF ORGANIZATION

DO NOT PUBLISH THIS SECTION
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of licensed professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. See Section 3 of the instructions above. A statutory agent is a person you appoint that would receive lawsuit papers if the LLC is sued. A street or physical address is required even if the statutory agent has a P.O. Box.

The agent must sign the articles or provide written consent to the appointment.

Select one. This form may be used for:

- ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-832)
- ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

1. The name of the organization:

A. _____
LLC Name Reservation File Number (if one has been obtained – if not, leave this line blank).

B. Arizona Wilderness Brewing Company, LLC
Limited Liability Company Name

2. Known place of business in Arizona (If address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK):

Address 19030 E. Seagull Dr.

City Queen Creek State Arizona Zip 85142

3. The name and street address of the statutory agent in Arizona:

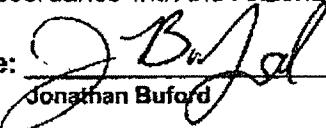
Name Jonathan Buford

Address 19030 E. Seagull Dr.

City Queen Creek State Arizona Zip 85142

Acceptance of Appointment by Statutory Agent:

I Jonathan Buford, having been designated to act as
(print name of the Statutory Agent)
Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: 
Jonathan Buford

If the statutory agent is an entity, please print the company name here.

712 JAN 20 09:10 AM '11

DO NOT PUBLISH THIS SECTION

4. Only required for professional limited liability company. The professional services that the company is organized to perform must be described. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

5. Check only one box. If a dissolution date is stated, it should include the month, day and year. Perpetual means continuing forever or indefinitely.

6. Check A or B to show which management structure will be applicable to your company. Provide name, title and address for each person.

6A. If reserved to the members, check the Members box and provide the name and address of all members. NOTE: if reserved to the members you cannot list any manager.

6B. If vested in one or more managers check the Managers box and provide the name and address of each manager and of each member who owns a twenty percent (20%) or greater interest in the capital or profits of the LLC/ PLLC.

7. Signature. The person signing this document need not be a manager or member of the company.

4. Professional LLCs only – Professional Services - the Professional Limited Liability Company will provide the following professional services:

5. Life Period of the Limited Liability Company: check one:

The LLC will dissolve on ___/___/___ (Please enter month, day and four digit year)
 The Limited Liability Company life period is Perpetual.

6. Management Structure: (check one box only) A.R.S. §29-632(5)

A. RESERVED TO THE MEMBERS
IF RESERVED TO THE MEMBERS, DON'T CHECK ANY MANAGER BOXES.
B. VESTED IN ONE OR MORE MANAGERS
IF VESTED IN THE MANAGER(S), AT LEAST ONE NAME BELOW MUST HAVE THE MANAGER BOX CHECKED.

Name <u>Jonathan Buford</u>	Name <u>Timothy Isaac</u>
<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input checked="" type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: <u>19030 E Seagull Dr.</u>	Address: <u>19030 E Seagull Dr.</u>
City, <u>Queen Creek</u> State, <u>Arizona</u> Zip: <u>85142</u>	City, <u>Queen Creek</u> State, <u>Arizona</u> Zip: <u>85142</u>
Name _____	Name _____
<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)	<input type="checkbox"/> Member <input type="checkbox"/> Manager (only if "B" is selected above)
Address: _____	Address: _____
City, _____ State, _____ Zip: _____	City, _____ State, _____ Zip: _____

IF YOU NEED MORE SPACE FOR LISTING MEMBERS / MANAGERS PLEASE ATTACH THE ADDITIONAL PAGE TO THE ARTICLES OF ORGANIZATION.

7. SIGNATURE

Signed on this date: 11/22/2011 (mm/dd/yyyy).
Signature: _____ Print Name _____
LegalZoom.com, Inc. a California corporation, Organizer
By: Imelda Vasquez, Assistant Secretary
If signing on behalf of a company, please print the company name here.

Phone Number: (323) 962-8600 X. 529

Fax Number: (323) 962-8300

COMMISSIONERS
GARY PIERCE - Chairman
BOB STUMP
SANDRA D. KENNEDY
PAUL NEWMAN
BRENDA BURNS



ERNEST G. JOHNSON
Executive Director

PATRICIA L. BARFIELD
Director, Corporations Division

ARIZONA CORPORATION COMMISSION

November 30, 2011

ALPHA LEGAL FORMS & MORE INC.
5887 E HACKLE LANE
TUCSON, AZ 85756

RE: ARIZONA WILDERNESS BREWING COMPANY, LLC
File Number: L17225956

We are pleased to notify you that the Articles of Organization for the above-referenced entity **HAVE BEEN APPROVED**.

You must publish a Notice of the filing of your Articles of Organization or, alternatively, you may publish the Articles of Organization in their entirety. For your convenience, we have provided a Notice form that you can complete and submit to the newspaper of your choice. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. Publication must be completed **WITHIN 60 DAYS** after November 30, 2011, which is the date the document was approved for filing by the Commission. A list of acceptable newspapers in each county is enclosed and is also available on the Commission website. The limited liability company may be subject to administrative dissolution if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

We strongly recommend that you periodically monitor your company's record with the Commission, which can be viewed at www.azcc.gov/Divisions/Corporations. If you have questions or need further information, please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,

Jennifer Yule
Examiner
Corporations Division

LL:13
REV. 01/2009

12 JAN 20 09:16 AM 415

Arizona Wilderness Brewing Company, LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of Arizona Wilderness Brewing Company, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Arizona Limited Liability Company Act. The articles of organization of the Company filed with the Arizona Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Arizona Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Arizona Wilderness Brewing Company, LLC, an Arizona limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

112 JAN 20 11:49 AM '17

“Unit” means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Arizona law.

3.3 Limitations on Distributions. The Company shall not make a distribution to a Member to the extent that at the time of the distribution, after giving effect to the distribution, all liabilities of the Company would exceed the fair value of the assets of the Company, except that:

a. Liabilities to Members and former Members under sections 29-703 and 29-707 of the Arizona Limited Liability Company Act and liabilities for which the recourse of creditors is limited to specified property shall be excluded.

72 M 2014-10-17

b. The fair value of property subject to a liability for which the recourse of creditors is limited to specified property shall be included in the assets of the Company only to the extent that the fair value of the property exceeds that liability.

ARTICLE 4: MANAGEMENT

4.1 **Management.** The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Arizona law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 **Banking.** The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

(a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;

(b) A copy of the articles of organization and any amendments;

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

(d) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 Tax Matters Member. Jonathan Buford shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Arizona law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Arizona law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Written notice shall be given not less than 10 days nor more than 60 days before the date of the meeting to each Member entitled to vote at the meeting.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Arizona law, including by conference telephone or similar communications equipment. Notice to any meeting may be waived with a signed waiver. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer.** A Member shall not transfer any Membership Interests, whether now owned or later acquired, unless all of the Members consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 **Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

(a) The written consent to dissolve by more than one-half of the Members and by one or more Members who on dissolution and liquidation of the assets of the limited liability company would be entitled to receive assets valued at more than one-half of the value of all assets distributed to all Members on liquidation.

(b) Entry of a judgment of dissolution under Section 29-785 or an administrative dissolution under Section 29-786 of the Arizona Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 **No automatic dissolution upon certain events.** Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

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ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

12 JAN 20 09:14 PM '17

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

“Proceeding,” as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 **Expenses.** Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

“Expenses,” as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 **Entire Agreement; Amendment.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 **Governing Law; Severability.** This agreement shall be construed and enforced in accordance with the internal laws of the State of Arizona. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 **Benefit.** This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

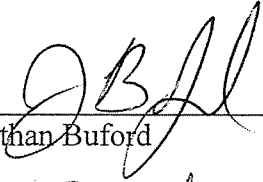
10.4 **Number and Gender.** Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 **No Third Party Beneficiary.** This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.


12 JAN 20 04:16 PM '17

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: 12-15-11



Jonathan Buford



Timothy Isaac

12 JAN 20 04: 14: 39 4 17

EXHIBIT A

MEMBERS

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Jonathan Buford	\$0.00	50%
Timothy Isaac	\$0.00	50%

12 JAN 20 09: 04 PM '17

OFFICERS

The following person(s) are elected as officers of the Company:

<u>Name of Officer</u>	<u>Title</u>
Jonathan Buford	President

12 JAN 20 14 PM 4:17

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

MS 802,770
P 1066385

QUESTIONNAIRE

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

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

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

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

Liquor License #

03073059

(If the location is currently licensed)

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

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

2. Name: Buford Jonathan David. Last, First, Middle. Date of Birth: [Redacted] (NOT a Public Record)

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

4. Place of Birth: North Hollywood CA USA. Height: 6'2" Weight: 195 Eyes: HAZ Hair: Brown. City, State, Country (not county)

5. Marital Status: [X] Married. Daytime Contact Phone: 602-561-2630

6. Name of Current or Most Recent Spouse: Buford Katherine E. Gill. Last, First, Middle, Maiden. Date of Birth: [Redacted] (NOT a public record)

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

8. Telephone number to contact you during business hours for any questions regarding this document. 602-561-2630

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

10. Name of Licensed Premises: 7215 S. Power Rd Queen Creek. Premises Phone: Pending. Arizona Wilderness Brewing Company

11. Physical Location of Licensed Premises Address: 7215 S. Power Rd #106 Queen Creek AZ 85142. Street Address, City, County, Zip

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: June/06, CURRENT, Owner/operator, Valley Shine Window Cleaning, LLC, 19030 E. Seagull Dr Queen Creek, AZ 85142.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

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

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Row 1: July 2006, CURRENT, Own, 19030 E Seagull Dr Queen Creek, AZ, Queen Creek, AZ, 85142. Row 2: May 2006, July 2006, Rent, 870 E Riviera Pl Chandler, AZ, Chandler, AZ, 85224.

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
 If you answered YES, how many hrs/day? 8, and answer #14a below. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
 If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

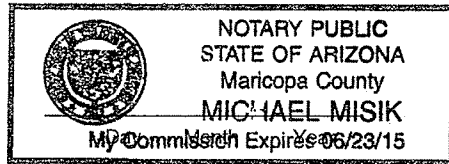
20. I, Jonathan David Buford, hereby declare that I am the APPLICANT/REPRESENTATIVE
 (print full name of Applicant)
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X J. Buford
 (Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 19 day of JAN., 2012
 Month Year

My commission expires on:



Michael Misik
 (Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____, _____
 Month Year

 Print Name

 (Signature of NOTARY PUBLIC)

My commission expires on: _____
 Day Month Year

12 JAN 20 09 11:04 AM 434



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 03073059

Ownership Name: Arizona Wilderness Brewing Company, LLC (as listed on the current liquor license application or renewal application)

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

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

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

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Jonathan David Buford DATE 1-19-2012

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL

TYPE OF LICENSE #3

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

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

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

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

12 JAN 20 04:16 PM '12

SECTION IV — DECLARATION

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


APPLICANT'S SIGNATURE

1-19-12
TODAY'S DATE

12 JAN 20 11:49 AM 407

STATE OF CALIFORNIA
CERTIFICATION OF VITAL RECORD

COUNTY OF LOS ANGELES • REGISTRAR-RECORDER/COUNTY CLERK

12 JAN 20 10 49 AM '07

104 -

CERTIFICATE OF LIVE BIRTH
STATE OF CALIFORNIA

STATE BIRTH CERTIFICATE NUMBER		LOCAL REGISTRATION DISTRICT AND CERTIFICATE NUMBER		
THIS CHILD	1A. NAME OF CHILD—FIRST JONATHAN		1B. MIDDLE DAVID	1C. LAST BUFORD
	2. SEX MALE	3A. THIS BIRTH, SINGLE, TWIN, ETC. SINGLE	3B. IF MULTIPLE, THIS CHILD 1ST, 2ND, ETC. -	4A. DATE OF BIRTH—MONTH, DAY, YEAR [REDACTED]
PLACE OF BIRTH	5A. PLACE OF BIRTH—NAME OF HOSPITAL OR FACILITY RIVERSIDE HOSPITAL		5B. STREET ADDRESS (STREET, NUMBER, OR LOCATION) 12629 RIVERSIDE DRIVE	
	5C. CITY OR TOWN NORTH HOLLYWOOD		5D. COUNTY LOS ANGELES	
FATHER OF CHILD	6A. NAME OF FATHER—FIRST JAMES	6B. MIDDLE ROBERT	6C. LAST BUFORD, III	7. STATE OF BIRTH PENN.
MOTHER OF CHILD	9A. NAME OF MOTHER—FIRST ELIZABETH	9B. MIDDLE ANN	9C. LAST (BIRTH NAME) MYERS	10. STATE OF BIRTH PENN.
PARENT'S CERTIFICATION	12A. PARENT OR OTHER INFORMANT—SIGNATURE <i>Robert Buford</i>		12B. RELATIONSHIP TO CHILD MOTHER	12C. DATE SIGNED [REDACTED]
ATTENDANT'S CERTIFICATION	13A. PHYSICIAN OR OTHER ATTENDANT—SIGNATURE—DEGREE OR TITLE <i>Habib Girgis</i> Habib Girgis, M.D.		13B. LICENSE NUMBER A 25020	13C. DATE SIGNED [REDACTED]
LOCAL REGISTRAR	15. DEATH—ENTER DATE OF DEATH	16. LOCAL REGISTRAR—SIGNATURE <i>[Signature]</i>		17. DATE ACCEPTED FOR REGISTRATION [REDACTED]

This is to certify that this document is a true copy of the official record filed with the Registrar-Recorder/County Clerk.

Conny B. McCormack

CONNIE B. MCCORMACK
Registrar-Recorder/County Clerk

SEP 20 2005



* 19 - 0694844 *

This copy not valid unless prepared on engraved border displaying Seal and Signature of the Registrar-Recorder County Clerk.



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

MS 802,770
P1066386

QUESTIONNAIRE

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

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

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

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

Liquor License #

03073059

(If the location is currently licensed)

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

1. Check appropriate box →

<input type="checkbox"/> Controlling Person (Complete Questions 1-19) Controlling Person or Agent must complete #21 for a Manager	<input type="checkbox"/> Agent	<input type="checkbox"/> Manager (Only) (Complete All Questions <u>except</u> # 14, 14a & 21) Controlling Person or Agent must complete # 21
---	--------------------------------	--

2. Name: Isaac Timothy Stephen Date of Birth: ___/___/___
Last Middle (NOT a Public Record)

3. Social Security Number: _____ Drivers License #: _____ State: _____
(NOT a public record) (NOT a public record)

4. Place of Birth: _____ Height: _____ Weight: _____ Eyes: _____ Hair: _____
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: _____

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

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

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

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

10. Name of Licensed Premises: _____ Premises Phone: _____

11. Physical Location of Licensed Premises Address: _____
Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
	CURRENT		AMENDMENT

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
Jan/2012	CURRENT	Rent	13122 W. Wilshire Dr	Goodyear	AZ	85395
Jan/2011	Jan '12		12850 W. Modesto Dr	Litchfield Park	AZ	85372

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

MS

802,770

QUESTIONNAIRE

P1066386

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

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

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

Liquor License #

03073059

(If the location is currently licensed)

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

1. Check appropriate box - [X] Controlling Person (Complete Questions 1-19) [] Agent (Complete All Questions except # 14, 14a & 21) [] Manager (Only) (Complete All Questions except # 14, 14a & 21)

2. Name: Isaac Timothy Stephen Last First Middle Date of Birth: [Redacted] (NOT a Public Record)

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

4. Place of Birth: Cleveland OH USA Height: 5'9" Weight: 240 Eyes: BRO Hair: BRO City State Country (not county)

5. Marital Status [] Single [X] Married [] Divorced [] Widowed Daytime Contact Phone: 602 317 1447

6. Name of Current or Most Recent Spouse: Isaac Katie Marie Danielek Date of Birth: [Redacted] (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [Redacted]

8. Telephone number to contact you during business hours for any questions regarding this document. 602 317 1447

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

10. Name of Licensed Premises: Arizona Wilderness Brewing Co, Premises Phone: 602 561 2630 Pending

11. Physical Location of Licensed Premises Address: 7215 S. Power Rd. #100 Queen Creek Maricopa 85142 Street Address (Do not use PO Box #) City County Zip

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

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Row 1: 12/03, CURRENT, Meter Technician, Salt River Project 1521 N. Project Dr. Tempe, AZ 85281

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

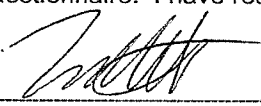
Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address (If rented, attach additional sheet with name, address and phone number of landlord), City, State, Zip. Row 1: 11/10, CURRENT, Rent, 12850 W Modesto Dr. - Edmund K. Man 623 210 5351, Litchfield Park, AZ, 85340. Row 2: 9/05, 11/11, Own, 10747 W. Ivory Ln., Avondale, AZ, 85392

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

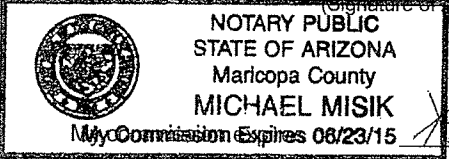
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
 If you answered YES, how many hrs/day? 8, and **answer #14a below**. If NO, skip to #15.
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

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

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

X 
 (Signature of Applicant)

State of Arizona County of Maricopa



23 6 2015
 Day Month Year

The foregoing instrument was acknowledged before me this
19 day of January, 2012
 Month Year
Michael Misik
 (Signature of NOTARY PUBLIC)

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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

 day of , Month Year

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

 (Signature of NOTARY PUBLIC)

 Print Name

My commission expires on: _____
 Day Month Year

12 JAN 20 12 PM 11:47



Requesting Department:

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL

THROUGH: JOHN KROSS, TOWN MANAGER

FROM: TOM CONDIT, DEVELOPMENT SERVICES DIRECTOR
TROY WHITE, PUBLIC WORKS DIVISION MANAGER

A handwritten signature in black ink, appearing to be "Tom Condit", is written to the right of the "FROM:" line.

RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS, OPERATION, MAINTENANCE AND ANNEXATION OF RIGGS ROAD FROM ELLSWORTH ROAD TO HAWES ROAD AND THE OPERATION, MAINTENANCE AND ANNEXATION OF THE RIGGS ROAD BRIDGE OVER THE SONOQUI WASH

DATE: March 7, 2012

Staff Recommendation:

Approve an Intergovernmental Agreement with Maricopa County Department of Transportation for improvements, operation, maintenance and annexation of Riggs Road from Ellsworth Road to Hawes Road and the operation, maintenance and annexation of the Riggs Road Bridge over the Sonoqui Wash.

Relevant Council Goal(s):

Corporate Strategic Plan: KRA 7, Goal 1: Encourage and promote productive regional partnerships.

Proposed Motion:

Move to approve the Intergovernmental Agreement with Maricopa County Department of Transportation for improvements, operation, maintenance and annexation of Riggs Road from Ellsworth Road to Hawes Road and the operation, maintenance and annexation of the Riggs Road Bridge over the Sonoqui Wash.

Discussion:

Riggs Road, from Ellsworth Road to Hawes Road, is located partially within the Town of Queen Creek and partially within unincorporated Maricopa County. Riggs Road is currently classified as a Rural Minor Arterial Road by Maricopa County and is designated as a future 6-lane Principal Arterial in the Town's General Plan.

On October 6 2010, and at the request of the Town, Maricopa County Department of Transportation (MCDOT) entered into an intergovernmental agreement with the Maricopa County Flood Control District for the purpose of design and construction of the Riggs Road Bridge over the Sonoqui Wash (Riggs Road Bridge project). The bridge at this location is listed as a major priority for the Town's trail system (*source: Parks Trails and Open Space Master Plan*). Currently, construction of the Riggs Road Bridge is underway.

The County intends to widen Riggs Road from Ellsworth Road to Hawes Road to a 4-lane roadway plus center turn lane (the "Project") as part of the next phase of the Riggs Road Bridge project. The construction of the Project is anticipated to start in June 2012.

The improvement to this segment of Riggs Road is an important next step in realizing a future connection of Riggs Road eastward to Meridian Road. Currently, the Riggs Road alignment from Ellsworth to Meridian is undergoing an Environmental Phase II Data Recovery. Once the data recovery is completed, the Town and MCDOT will continue planning for the construction of an interim 2-lane road along the Riggs Road alignment from Ellsworth to Meridian.

Summary:

The purpose of the IGA is to identify and define the responsibilities of the County and Queen Creek for the improvements, operation, maintenance and annexation of the roadway and the Riggs Road Bridge.

Per the IGA, the County agrees to:

- Act as the lead agency for the Project, to include but not be limited to the design, utility relocation, environmental clearance, right-of-way acquisition, construction, and construction management.
- Coordinate with Queen Creek throughout the various phases of the Project and provide Project plans to Queen Creek for review at appropriate intervals.
- Be responsible for the costs of the design, utility relocation, environmental clearance, right-of-way acquisition, construction, and construction management of the Project.
- Be responsible for the operation and maintenance of the Project and the Riggs Road Bridge for a period of five years after the final inspection and acceptance of the Project.

Per the IGA, the Town agrees to:

- Issue no-cost permit to the County, or its appointed agent, to work within the incorporated limits of the Project.

- Review the Project plans and provide comments within 14 days of receipt.
- Participate with the County in the final inspection and acceptance of the Project.
- Assume operation and maintenance responsibilities of the Project area five years after the final inspection and acceptance of the Project.
- Upon final inspection and acceptance of the Project, Queen Creek shall begin the annexation of all unincorporated portions of Riggs Road within the limits of the Project, including the Riggs Road Bridge and shall complete the annexation within six months of the date of initiation, exclusive of any delay caused by the County's failure to take the actions required of it to complete the Annexation.

Fiscal Impact:

There is no fiscal impact for the first five years. Road maintenance for a principal arterial road is estimated at approximately \$70,000 per lane mile over 20 years.

Alternatives:

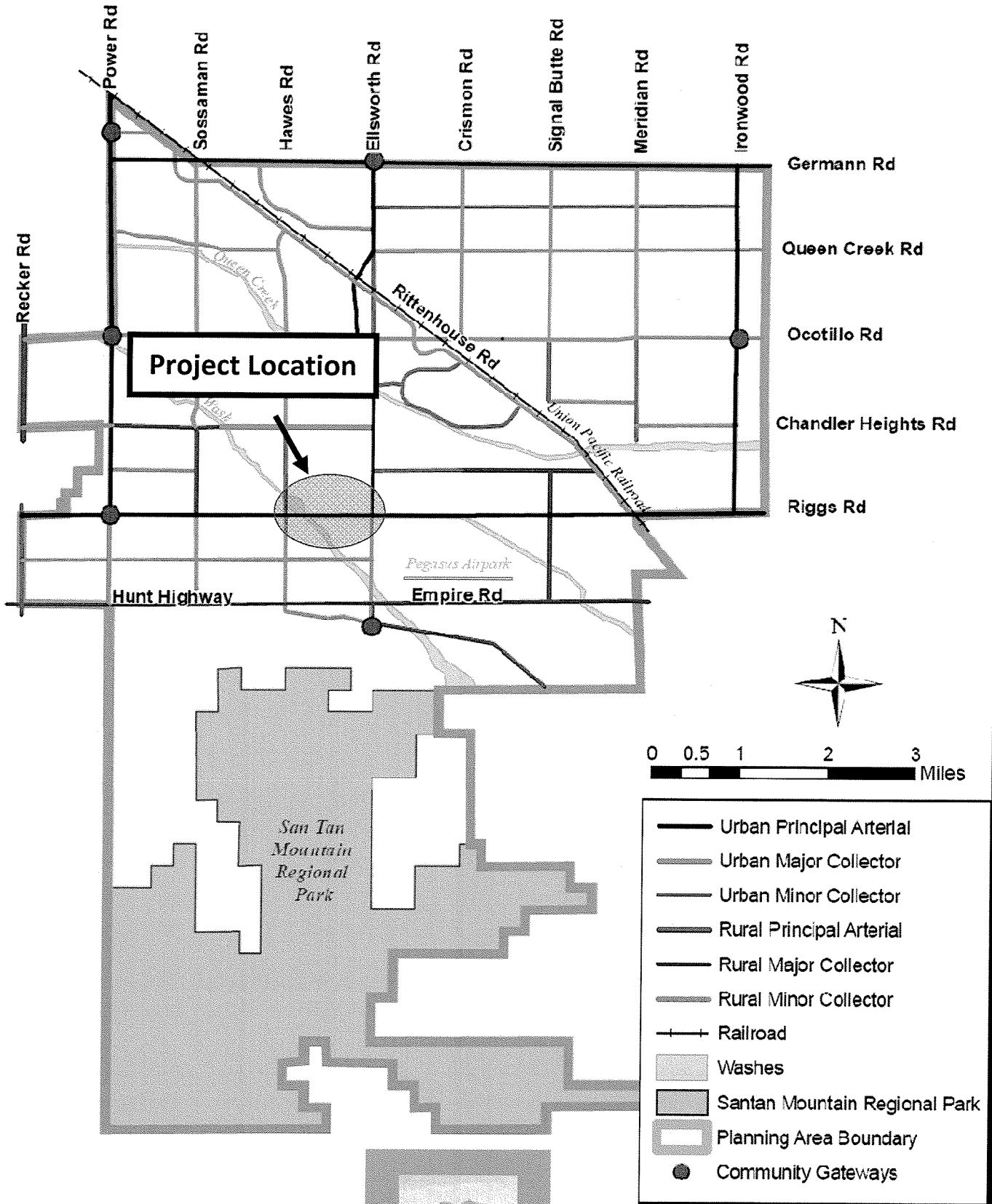
Council could decide not to move forward with the Riggs Road project at this time. It should be noted that the Town has no guarantee of future County funding (or the timing of when those funds would be made available) should the Town choose to postpone the IGA.

Attachments:

Area Map

IGA

Area Map - Project Location



T o w n o f Q u e e n C r e e k

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK
FOR THE IMPROVEMENTS, OPERATION, MAINTENANCE AND
ANNEXATION OF RIGGS ROAD
FROM ELLSWORTH ROAD TO HAWES ROAD
AND THE OPERATION, MAINTENANCE AND ANNEXATION OF
THE RIGGS ROAD BRIDGE OVER SONOQUI WASH
(TT375 and TT254)

(C-91-12- _____ -M-00)

This Intergovernmental Agreement (Agreement) is between the County of Maricopa, a political subdivision of the State of Arizona (“**County**”), and the Town of Queen Creek, an Arizona municipal corporation (“**Queen Creek**”). The County and Queen Creek are collectively referred to as the Parties or individually as a Party.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 *et seq.* authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. Riggs Road, from Ellsworth Road to Hawes Road, is located in eastern Maricopa County and lies partially within the Town of Queen Creek and partially within unincorporated Maricopa County. Riggs Road is designated as a major east-west corridor in southeastern Maricopa County.

4. The existing Riggs Road alignment is currently a two (2) lane facility and crosses the Sonoqui Wash in a dip section that creates a hazard for motorist and causes the roadway to be closed during storm events.
5. On January 27, 2010, Queen Creek entered into two (2) separate intergovernmental agreements with the Flood Control District of Maricopa County (“**FCDMC**”) for the design, right-of-way acquisition, utility relocation, construction, construction management, and operation and maintenance of a channelization project between Chandler Heights Road and Crismon Road (Sonoqui Wash Channelization, Phase II). This channelization project was designed to provide a regional solution to handle flood waters in this southeastern area.
6. On October 6, 2010, the County entered into an intergovernmental agreement with FCDMC for the purpose of the design, right-of-way acquisition, utility relocation, construction, construction management, and operation and maintenance of the Riggs Road Bridge over the Sonoqui Wash Channelization (the “**Riggs Road Bridge**”).
7. Construction of the Sonoqui Wash Channelization, Phase II and the Riggs Road Bridge is underway.
8. The County will widen Riggs Road from Ellsworth Road to Hawes Road as part of the next phase of the Riggs Road Bridge project. The construction of the improvements is anticipated to begin in September 2012.
9. Riggs Road will be widened from an existing two-lane roadway to a five-lane roadway that includes two (2) travel lanes in each direction with a continuous center left-turn lane. Improvements will include the installation of a right-turn only lane on westbound Riggs Road for northbound travel onto Hawes Road, the installation of a right-turn only lane on southbound Hawes Road for westbound travel onto Riggs Road, the installation of left-turn only lanes on Hawes Road for east/west travel on Riggs Road and infrastructure for a future traffic signal. Improvements will also include bike lanes, curb, gutter, and storm drainage (the “**Project**”).

PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to identify and define the responsibilities of the County and Queen Creek for the improvements, operation, maintenance and annexation of the Project and the operation, maintenance and annexation of the Riggs Road Bridge.

TERMS OF THE AGREEMENT

11. Responsibilities of the County:
 - 11.1 The County shall act as the lead agency for the Project, to include but not be limited to the design, utility relocation, environmental clearance, right-of-way acquisition, construction, and construction management.
 - 11.2 The County shall coordinate with Queen Creek throughout the various phases

of the Project and provide Project plans to Queen Creek for review at appropriate intervals.

- 11.3 The County shall be responsible for the costs of the design, utility relocation, environmental clearance, right-of-way acquisition, construction, and construction management of the Project.
- 11.4 The County shall be responsible for the operation and maintenance of the Project for a period of five (5) years after the final inspection and acceptance of the Project.
- 11.5 The County shall be responsible for the operation and maintenance of the Riggs Road Bridge for a period of five (5) years after the final inspection and acceptance of the Riggs Road Bridge.

12. Responsibilities of Queen Creek:

- 12.1 Queen Creek shall issue no-cost permits to the County, or its appointed agent, to work within the incorporated limits of the Project.
- 12.2 Queen Creek shall review the Project plans and provide comments to County within fourteen (14) days of receipt.
- 12.3 Queen Creek shall provide to the County at no cost the necessary right-of-way or temporary construction easement(s) for the purpose of adding right turn lanes to the Horseshoe Park and Equestrian Centre entrance.
- 12.4 Queen Creek shall participate with the County in the final inspection and acceptance of the Project.
- 12.5 Queen Creek shall participate with the County in the final inspection and acceptance of the Riggs Road Bridge.
- 12.6 On or before the day that is five (5) years after the final inspection and acceptance of the Project, Queen Creek shall begin the annexation of all unincorporated portions of Riggs Road within the limits of the Project including the Riggs Road Bridge, and shall complete the annexations within a six (6) month period.
- 12.7 On the day that is five (5) years after the final inspection and acceptance of the Project, Queen Creek shall assume all operation and maintenance responsibilities of the Project area.
- 12.8 Five (5) years after the final inspection and acceptance of the Riggs Road Bridge, Queen Creek shall assume operation and maintenance responsibilities for the Riggs Road Bridge.

GENERAL TERMS AND CONDITIONS

13. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will defend, indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
14. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
15. This Agreement shall be subject to the provisions of A.R.S. §38-511.
16. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 16.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer;
 - 16.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
 - 16.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection;
 - 16.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

17. The Parties warrant that they do not have scrutinized business operations in Sudan or Iran, as prohibited by ARS sections 35-391.06 and 35-393.06, and further acknowledge that any contractor or subcontractor who is contracted by a party to perform work on the Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.
18. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are not suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
19. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
20. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
21. This Agreement shall not be modified or extended except by written instrument adopted under the requirements for adopting a new agreement.
22. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
23. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Queen Creek Town Council in such fiscal year.
24. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.

End of Agreement - Signature Page Follows


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

TOWN OF QUEEN CREEK

Recommended by:

Recommended by:

 2-2-2012
John B. Hauskins, P.E. Date
Transportation Director

John Kross Date
Town Manager

Approved and Accepted by:

Approved and Accepted by:

Max Wilson, Chairman Date
Board of Supervisors

Gail Barney Date
Town Mayor

Attest by:

Attest by:

Fran McCarroll Date
Clerk of the Board

Jennifer Robinson Date
Town Clerk

APPROVAL OF DEPUTY COUNTY ATTORNEY AND
QUEEN CREEK ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Parties by their respective governing bodies under the laws of the State of Arizona.


Deputy County Attorney Date

Queen Creek Attorney Date



Requesting Department:

Development Services

TO: HONORABLE MAYOR AND TOWN COUNCIL
THROUGH: JOHN KROSS, TOWN MANAGER
FROM: TOM CONDIT, DEVELOPMENT SERVICES DIRECTOR 
RE: CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO RITTENHOUSE ROAD AT 198TH STREET
DATE: March 7, 2012

Staff Recommendation:

Approval of an Intergovernmental Agreement with Maricopa County Department of Transportation for improvements to Rittenhouse Road at 198th Street.

Relevant Council Goal(s):

Corporate Strategic Plan KRA 1, Objective 1: Monitor, time and sequence the Town's Capital Improvement Program (CIP) so that it is implemented when needed, but matched with available revenues to construct and maintain the assets over time.

Proposed Motion:

Approve the Intergovernmental Agreement with Maricopa County Department of Transportation for improvements to Rittenhouse Road at 198th Street.

Discussion:

As through traffic continually increases along Rittenhouse Road, staff continues to observe rear-end collision accidents at the intersection of 198th and Rittenhouse. The primary reason for these accidents is the need for a northbound left turn bay, which currently does not exist. Over a 19 month period (December 2009 – June 2011) there have been 10 rear-end collisions at this intersection – six of which resulted in injury.

The Town applied for funding through Maricopa County's Special Project Fund (SPF). Each year, approximately \$1,500,000 is available in the SPF for safety projects that meet minimum qualifying criteria established by the County. The Town was successful in obtaining a \$100,000 grant through the SPF program – with the remaining funds to be paid via the Town's adopted 2011-12 CIP budget.

The Town's design consultant has completed 60% design drawings for the project and in February was released to complete the 100% plans. We anticipate the final plans to be ready for bidding in March, and construction to commence shortly thereafter.

Proposed Motion:
Approve the Intergovernmental Agreement with Maricopa County Department of Transportation for improvements to Rittenhouse Road at 198th Street.

Discussion:
As through traffic continually increases along Rittenhouse Road, staff continues to observe rear-end collision accidents at the intersection of 198th and Rittenhouse. The primary reason for these accidents is the need for a northbound left turn bay, which currently does not exist. Over a 19 month period (December 2009 – June 2011) there have been 10 rear-end collisions at this intersection – six of which resulted in injury.

Fiscal Impact:

Upon the approval of the IGA by the Council and the Board of Supervisors, and the award of a construction contract, the Town will invoice the Maricopa County for their \$100,000 share of the project.

There will not be a fiscal impact, to the Town, until the award of the construction contract. Construction contract will be forthcoming.

Alternatives:

Council could chose not to accept the \$100,000 contribution for the improvements to Rittenhouse and 198th Street project from MCDOT and direct staff to complete the project without the assistance of MCDOT, or not to complete the project at all.

Attachments:

IGA

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE TOWN OF QUEEN CREEK
FOR IMPROVEMENTS TO: RITTENHOUSE ROAD AT 198TH STREET
(TT003)

(C-91-12- _____ -M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State (**the "County"**), and the Town of Queen Creek, an Arizona municipal corporation (**Queen Creek**). The County and Queen Creek are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 et seq. authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 et seq. authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

3. Through warrant and safety studies, Queen Creek identified the need for improvements at Rittenhouse Road and 198th Street. The improvements will develop a westbound, center, left-turn lane at the intersection by providing additional pavement width (**the "Project"**).
4. The Project is designed to Queen Creek design standards and is anticipated to begin construction in March 2012. Queen Creek is the lead agency for the Project. The cost of the Project is currently estimated at \$177,500.
5. The Board of Supervisors, by Resolution in May 2002, approved the creation of the Transportation Advisory Board Special Project Fund (**TAB-SPF**) in the amount of \$1,000,000 per fiscal year. The Board of Supervisors increased the TAB-SPF to \$1,500,000 by Amendment Resolution 02-05A in June 2007.

- 5.1 The TAB-SPF may be utilized by the Maricopa County Department of Transportation (**MCDOT**) to respond to proposed projects as determined appropriate by the Transportation Advisory Board (**TAB**).
- 5.2 The TAB-SPF is administered by MCDOT, in accordance with the Board of Supervisors resolutions, through MCDOT Policy T 1103.
6. On November 17, 2011 the Transportation Advisory Board (TAB) recommended that the Board of Supervisors fund the Project submitted by Queen Creek from the FY 2012 Special Project Fund (SPF) in the amount of \$100,000.

PURPOSE OF THE AGREEMENT

7. The purpose of this Agreement is to identify and define the responsibilities of the County and Queen Creek for the cost sharing, design, construction, construction management, rights-of-way acquisition, utility relocation, and annexation of the Project.

TERMS OF THE AGREEMENT

8. Responsibilities of the County:

- 8.1 The County shall cooperate with Queen Creek in the completion of the Project.
- 8.2 The County shall issue permits at no cost to Queen Creek for work done on the Project within County jurisdiction.
- 8.3 The County shall remit payment to Queen Creek within 30 days of receipt of an invoice from Queen Creek for \$100,000.
- 8.4 Upon approval of this Agreement by the County Board of Supervisors, the County shall notify Queen Creek that the Board has approved the Agreement.

9. Responsibilities of Queen Creek:

- 9.1 Queen Creek shall act as the Lead Agency for the Project consistent with Queen Creek standards to include, but not be limited to, the design, construction, construction management, rights-of-way acquisition, and utility relocations, as applicable.
- 9.2 Queen Creek shall invoice the County for \$100,000 upon approval of this agreement by the Board of Supervisors. A copy of the bid award shall be included with the invoice.
- 9.3 Queen Creek shall provide for the County a final accounting of all funds upon completion of the Project.
- 9.4 Queen Creek shall return any remaining funds to the County upon completion of the Project.

GENERAL TERMS AND CONDITIONS

10. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
11. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and shall remain in full force and effect until all stipulations previously indicated have been satisfied except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Parties with a written notice at least thirty (30) days prior to the effective termination date.
12. This Agreement shall be subject to the provisions of A.R.S. §38-511.
13. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
 - 13.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer;
 - 13.2 That any breach of the warranty, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract;
 - 13.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection;
 - 13.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
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Project shall warrant that they do not have scrutinized business operations in Sudan or Iran.

15. Each Party in this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement are not suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
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20. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Queen Creek Town Council in such fiscal year.
21. This Agreement has been arrived at by negotiation and shall not be construed against any Party or against the Party who prepared the last draft.
22. Unless otherwise lawfully terminated by the Parties, this Agreement shall expire upon the completion and acceptance of the Project and the fulfillment of all terms of the Agreement.

End of Agreement - Signature Page to Follow

Requesting Department:

Town Manager



TO: HONORABLE MAYOR AND TOWN COUNCIL

**THROUGH: JOHN KROSS, ICMA-CM
TOWN MANAGER**

**FROM: WENDY KASERMAN
SENIOR MANAGEMENT ASSISTANT**

RE: LEGISLATIVE UPDATE

DATE: MARCH 7, 2012

Relevant Council Goals:

KRA 4: ENVIRONMENT

*KRA 5: FINANCIAL MANAGEMENT/INTERNAL SERVICES AND
SUSTAINABILITY*

KRA 8: LAND USE/ECONOMIC DEVELOPMENT

KRA 9: PUBLIC SAFETY

Discussion:

The 50th Arizona State Legislature began its 2nd Regular Session in early January. Both House and Senate leadership have indicated they would like to keep the session as close to 100 days as possible with adjournment around April 17th. Based on this timetable, the Legislature is approximately half way through the session.

For the first few weeks of the session, cities and towns did not appear to be the target of new legislation. However, as both chambers were approaching the deadline to introduce new legislation, as well as the deadline to hear bills in committee, an onslaught of anti-city bills were introduced and passed out of committee. Below is a summary of the key bills staff and the League of Arizona Cities and Towns are tracking and actively trying to amend and/or kill.

HB2815 (employment; incentives; regulatory tax credit)

This bill is sponsored by one of Queen Creek's representatives, J.D. Mesnard. It contains three distinct elements. Town staff does not recommend opposing the jobs training piece. While we have concerns about the fiscal impact of the phase out of the capital gains tax, our primary opposition to the bill is the section that

establishes a regulatory tax credit. In committee, a representative from the Goldwater Institute admitted this was a concept he dreamed up that has never been tested. Under the proposal, individual taxpayers or businesses could claim a regulatory tax credit for the cost of having to comply with “excessive regulations”. The bill’s definition of “excessive regulation” is quite broad and it appears that any time a taxpayer doesn’t like what the Town is requiring them to do, they could claim a credit. The Department of Revenue approves or denies the credit. If the credit is denied, the issue is referred to the State Treasurer. Cities and towns have no involvement other than if the credit is associated with a municipal regulation, the State initially pays the credit and it is then withheld from the municipality’s state shared revenue. There are caps on the total amounts of tax credits granted at each level of government per year. Town staff and League’s position is that the concept is so fundamentally flawed; the actual dollar amount is irrelevant. It is imperative the regulatory tax credit language be removed from the bill.

HB2826 (consolidated election dates; political subdivisions)

This bill is aimed at making local elections a matter of state concern. It would require all cities and towns to move to fall elections in even years. This bill would impact 76 cities and towns including Queen Creek. Two of Queen Creek’s representatives are co-sponsors on the bill, Representative Tom Forese and Representative John Fillmore. The bill is concerning for several reasons. Currently, the Town holds its elections in the spring of even years. This insures that voters are focused on the election of Town Council members and whatever other local issues may be on the ballot (home rule as an example). By consolidating elections, local offices and issues will be placed at the end of what will become very long ballots. Staff thinks some legislators are under the impression this change will save money. However, they are not accounting for the fact that longer ballots will mean higher printing and mailing costs. The bill would also effectively eliminate the option of all mail ballots for municipal elections. In cases where citizens wish to pursue referendums or recalls, depending on where the Town is at in the election cycle, there would be a significant delay on the vote. There is no option to hold special elections on other dates in the election cycle. Staff has also pointed out to Queen Creek’s delegation that we would have to incur the cost of a special election in the spring of 2014 because that is when we would need to take the home rule issue back to voters. It also appears that Town Council Members would need to stay in office longer than the terms they were elected to in order to transition to the new election cycle.

SB1239 (planned communities; zoning; requirements)

This bill is sponsored by a Peoria legislator. It would prohibit cities and towns from requiring homeowners associations either through subdivision or zoning regulations. If this bill becomes law, it would have significant financial implications to cities and towns because HOAs assume many maintenance responsibilities in subdivisions including landscaping and maintenance of

retention basins. What is particularly odd is that the bill was amended while it was in the Senate to allow counties to ensure that private improvements have a maintenance plan in place, but this authority is not granted to cities and towns. The sponsor has heard from several municipalities, including Queen Creek and the League and should be convening a stakeholder meeting within the next week or so.

HB2570 (political subdivisions; proceedings; governing bodies)

In the State legislative process bills are heard three times in each chamber. This can be accomplished fairly easily because the Legislature meets M-Th. HB2570 would require city/town councils to hear resolutions/ordinances three times before taking action and the information would need to be available fourteen days prior to the first meeting. The bill has been amended to allow for ordinances to be passed as emergency measures and not be subject to the three readings, it has also been amended to omit bid awards from being subject to the three readings. The League is actively working with the sponsor to further amend the bill. Staff contacted the Home Builders Association of Arizona about the bill and they have been in contact with the sponsor, to explain that the bill would delay the development process.

HB2416 (water and wastewater; denial prohibited)

This bill was introduced as a strike everything amendment. It compels cities and towns within Maricopa and Pima County to provide water and wastewater service to areas outside their municipal boundaries that fall within a specific distance. This is aimed at a specific situation outside of Tucson; the League has heard that it will likely be amended to apply to Pima County only.

SB1505 (municipal governments; rule making)

Some bills introduced this session were focused on speeding up municipal processes. One that failed to make it out of committee would have required all permit applications to be approved or denied within 45 days. SB1505, introduced as a strike everything amendment, would have the opposite effect. It would impose the complicated lengthy state rulemaking process on municipalities. A similar bill failed in the House.

HB2729 (state regulation of firearms)

Current law states that if municipalities prohibit an individual from bringing a firearm into a public establishment, the city/town has to provide secure storage for the firearm. If HB2729 becomes law, not only would cities/towns have to provide access to firearms lockers, we would also have to have either a law enforcement officer on duty or an armed security guard and x-ray or metal detection equipment.

The above bills represent some of the worst pieces of legislation introduced this session. There are many other bills Town staff and the League are monitoring.

Good Legislation

While there are not many good bills to report on, Representative Justin Pierce of Mesa should be recognized for his efforts to get a strike everything amendment to HB2745 introduced. Due to the pension reform bills that were passed last year and the Section 218 agreement the Town entered into when it joined ASRS, the Town is currently paying both the Alternative Contribution Rate to the Public Safety Personnel Retirement System (PSPRS), as well as ASRS contributions for three employees in the Fire Department who previously retired out of PSPRS. HB2745 addresses this issue and would no longer require duplicate contributions for employees hired before July 2011. The bill passed out of committee and is awaiting floor action.

State Budget

The Governor introduced her budget proposal several weeks ago. It continues the HURF sweeps and diversions from this year and continues the assessment on cities and towns to fund operations of the Arizona Department of Water Resources (ADWR). The State Legislature released it's budget proposal late on February 20th and promptly voted the bills out of the Appropriations Committees on Tuesday. The Legislature's proposal also continues the ADWR assessment, but proposes to sweep \$7mil less in HURF funds than this year. The Town's portion of that is roughly \$32K. Legislative leadership has told the League, the budget is still very much a work in progress and the numbers are not finalized.

Fiscal Impact:

The legislative update itself has no fiscal impact, however if any of these proposals become law there will be fiscal impacts to the Town.