

Pima County Clerk of the Board

Julie Castañeda

Melissa Manriquez
Deputy Clerk

Administration Division
130 W. Congress, 5th Floor
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Management of Information & Records Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 791-6666

February 15, 2019

Janice Glenn Welker
Arriba Mexican Food
P.O. Box 38
Ajo, AZ 85321

RE: Arizona Liquor License Job No.: 47934
d.b.a. Arriba Mexican Food

Dear Ms. Welker:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 12, Restaurant, which was received in our office on January 16, 2019. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, March 5, 2019, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building
Board of Supervisors Hearing Room
130 W. Congress, 1st Floor
Tucson, AZ 85701

Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Castañeda", is written over a horizontal line.

Julie Castañeda
Clerk of the Board

Enclosure



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

AFFIDAVIT OF POSTING

Date of Posting: 1-23-19

Date of Posting Removal: 2-14-19

Applicant's Name: Arriba Mexican Food
Welker Janice Glenn
Last First Middle

Business Address: 663 N. 2nd Avenue Ajo 85321
Street City Zip

License #: 47934

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

MAURICE OTTIE #1420 DEPUTY 520-940-4812
Print Name of City/County Official Title Phone Number

[Signature] #1420 2-14-19
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

FEB 15 15M 10:40 PC CLK OF HD
46



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TO: Development Services, Zoning Division

FROM: Alina Bárcenas
Administrative Support Specialist Senior

DATE: 1/17/2019

RE: Zoning Report - Application for Liquor License

Attached is the application of:

Janice Glenn Welker
d.b.a. Arriba Mexican Food
663 N. 2nd Avenue
Ajo, AZ 85321

Arizona Liquor License Job No. 47934
Series 12, Restaurant
New License ☒
Person Transfer
Location Transfer

ZONING REPORT

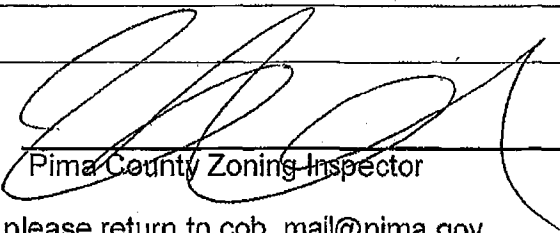
DATE: 1/18/19

Will current zoning regulations permit the issuance of the license at this location?

Yes ☒

No ☐

If No, please explain:


Pima County Zoning Inspector

When complete, please return to cob_mail@pima.gov

JAN 18 19 11 AM 0829 PC CLK OF BD

Nº8

19-01-9348

State of Arizona
Department of Liquor Licenses and Control

Created 01/16/2019 @ 10:48:59 AM

Local Governing Body Report

LICENSE

Number: Type: 012 RESTAURANT
Name: ARRIBA MEXICAN FOOD
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 663 N 2ND AVENUE
AJO, AZ 85321
USA
Mailing Address: PO BOX 38
AJO, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOCOPST@AOL.COM

AGENT

Name: JANICE GLENN WELKER
Gender: Female
Correspondence Address: PO BOX 38
AJO, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOBROWSER@AOL.COM

OWNER

Name: ARRIBA MEXICAN FOOD LLC
Contact Name: JANICE GLENN WELKER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L21043781 State of Incorporation: AZ
Incorporation Date: 07/18/2016
Correspondence Address: PO BOX 38
AJO, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOCOPST@AOL.COM

Officers / Stockholders

Name: Title: % Interest:

JANMAR LLC

MEMBER

100.00

LJ AND JG WELKER 1995 TRUST - TRUSTEE

Name: JANICE GLENN WELKER
Gender: Female
Correspondence Address: PO BOX 38
AJQ, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOBROWSER@AOL.COM

LJ AND JG WELKER 1995 TRUST - TRUSTEE

Name: LAMAR JAMES WELKER
Gender: Male
Correspondence Address: PO BOX 38
AJQ, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOCOPST@AOL.COM

ARRIBA MEXICAN FOOD LLC - MEMBER

Name: JANMAR LLC
Contact Name: JANICE GLENN WELKER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 38
AJQ, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOCOPOST@AOL.COM

JANMAR LLC - MEMBER

Name: LJ AND JG WELKER 1995 TRUST
Contact Name: JANICE GLENN WELKER
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 38
AJQ, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOCOPST@AOL.COM

MANAGERS

Name: LAMAR JAMES WELKER
Gender: Male
Correspondence Address: PO BOX 38
AJO, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone:
Email: AJOCOPST@AOL.COM

Name: BRUCE WILLARD OWENS
Gender: Male
Correspondence Address: PO BOX 38
AJO, AZ 85321
USA
Phone: (520)387-5583
Alt. Phone: (520)387-5591
Email: BWOAJAINS@AOL.COM

APPLICATION INFORMATION

Application Number: 47934
Application Type: New Application
Created Date: 01/16/2019

QUESTIONS & ANSWERS

012 Restaurant

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
No
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
Yes
A Document of type LEASE is required.
- 6) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
DAMAGES SEE ATTACHMENT #21-22 OF LEASE
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No

- 8) Are you the owner?
No
- 9) Are you a purchaser?
No
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
PIMA COUNTY
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$12,000.00 JANMAR LLC PO BOX 38 AJO, AZ 85321
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 17) Have you provided a Restaurant Operation Plan form?
Yes
- 18) Have you provided a Records Required for Audit form?
Yes

Arriba Mexican Food LLC dba Arriba Mexican Food- applicant for No. 12 License

Arizona Corporation Commission Entity ID # L21043781

Lamar J. Welker - Manager

Janmar LLC - Member - owns 100% of Arriba Mexican Food LLC

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↓

Janmar LLC

Arizona Corporation Commission Entity ID # L08025640

Lamar J. Welker - Manager

LJ and JG Welker 1995 Trust - Member - owns 100% of Janmar LLC

↓

↓

LJ and JG Welker 1995 Trust

↓

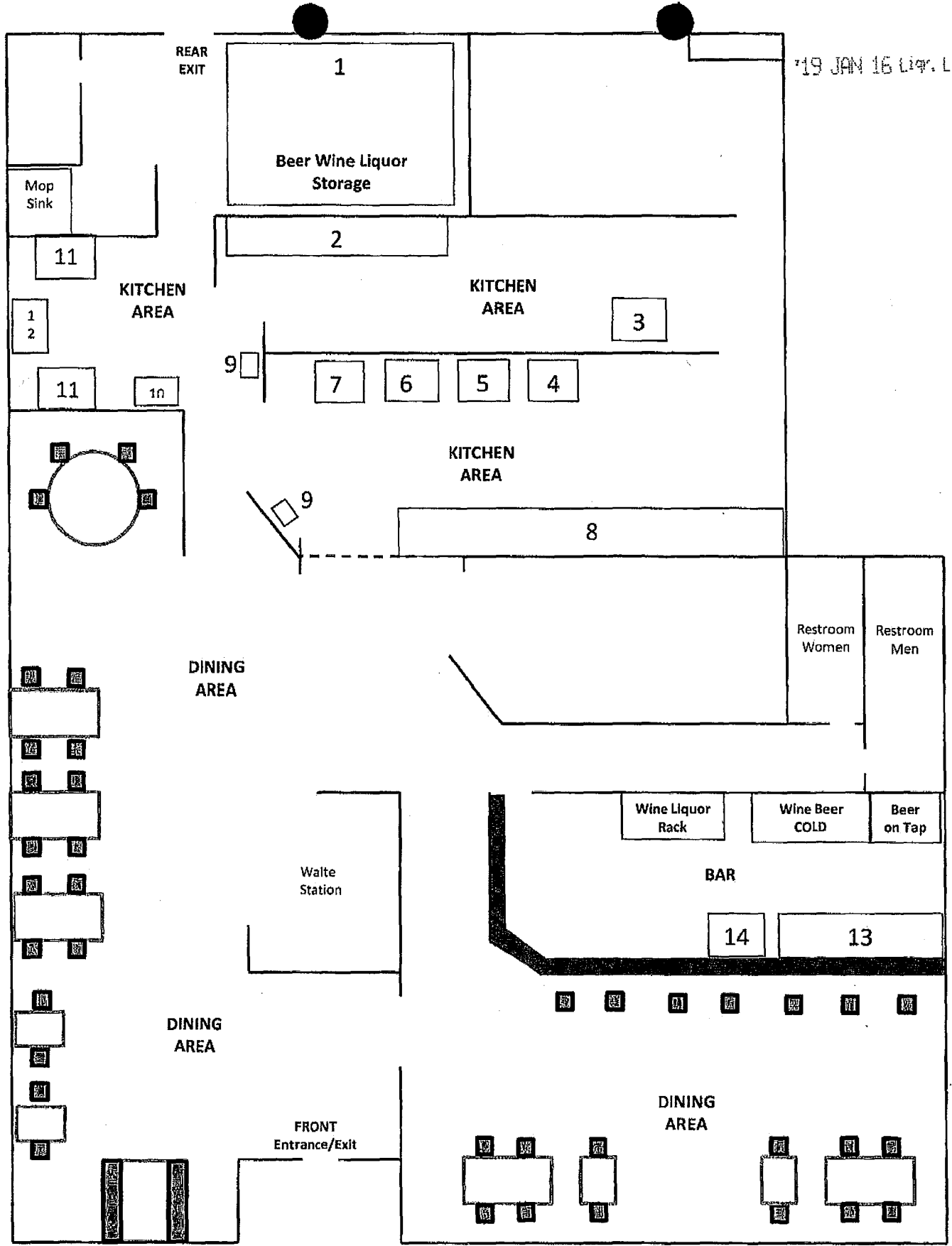
↓

Lamar J. Welker - Trustee

Janice G. Welker - Trustee

19 JAN 16 1995 L.C. #1045

19 JAN 16 14. Lic. AM1049



Square Feet: 2,244

ARRIBA MEXICAN FOOD, LLC
LIQUOR LICENSE APPLICATION

1995

1. Arriba Mexican Food, LLC is owned 100% by Janmar, LLC. Janmar, LLC is owned 100% by L. J and J. G. Welker Trust, a revocable living trust and the trustees and trustors are Lamar J and Janice G Welker, husband and wife.

2. Janmar, LLC is an Arizona LLC, AZ Corporation #L0802564-0 formed on 3/07/1997

19 JAN 16 1997 11:04

ascertain. Such costs include, but are not limited to processing and accounting charges, and late charges which may; be imposed upon LANDLORD by terms of any mortgage or trust deed covering the Leased Premises and/or the Entire Property. Accordingly, if any installment of rent or of any sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within ten (10) days after said amount is due, then TENANT shall pay, in addition to all amounts due, to LANDLORD a late charge of five (5%) percent of such overdue amount. Further, all amounts that are over ten (10) days past due shall accrue interest at the rate of fifteen (15%) percent per annum commencing on the eleventh (11th) day. The Parties hereby agree that such late charges represent a fair and reasonable estimate of the costs that LANDLORD will incur by reason of late payment by TENANT. Acceptance of such late charges by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights or remedies granted hereunder.

20. TERMINATION. At the expiration of the Lease term or any renewal period, the TENANT shall surrender the Leased Premises to LANDLORD in good repair and condition and broom clean and TENANT shall remove all of TENANT'S property from the Leased Premises, including but not limited to any stockpiles of materials, junk piles or other unused items or rubbish upon the Leased Premises. TENANT shall surrender the Leased Premises peacefully upon expiration of this Lease.

Improvements. All improvements upon the Leased Premises shall be the property of the LANDLORD at the termination of this Lease or renewal(s), provided, however, all personal property of the TENANT shall not be covered by this provision and see 25. Fixtures, below, concerning fixtures.

21. EVENTS OF DEFAULT. Each of the following shall be deemed an event of default:

(a) Default in the payment of rent after 1) notice of nonpayment from LANDLORD and 2) ten (10) days have passed from the due date and/or default of other payments required hereunder is not received within ten (10) days of its due date, provided, however, if rent is more than ten (10) days late in any twelve (12) month period the rent will be due on or before the first day of the month and shall be defaulted if not paid by the first day of the month.

(b) If TENANT shall default in the performance or observance of any covenant or condition of this Lease or violate any covenant or condition of the Lease.

© Abandonment of the Leased Premises, abandonment shall mean failure to occupy the Leased Premises for a period in excess of five (5) consecutive days or for a total period of 52 days without the LANDLORDS written approval, by TENANT during any twelve (12)

month period.

(d) The filing or execution or occurrence of:

1. A Petition in Bankruptcy by or against TENANT.
2. A Petition, Complaint or Answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act or of the Revised Statutes of the State of Arizona.
3. Adjudication of TENANT as bankrupt or insolvent, or insolvency in the bankruptcy equity sense.
4. An assignment for the benefit of creditors whether by trust mortgage or otherwise by TENANT.
5. A Petition or other proceeding by or against TENANT for the appointment of, a trustee, receiver, guardian, conservator or liquidator of TENANT with respect to all or substantially all of TENANT'S property upon the Leased Premises.
6. A Petition or other proceeding by or against TENANT for its dissolution or liquidation or the taking of possession of the property of TENANT by any governmental authority in connection with the dissolution or liquidation of TENANT for non-payment of debts.
7. The taking by reason of the leasehold created hereunder or any part thereof upon execution, attachment, or other process of law or equity.

Time to Cure. The events of default as set forth in (b) through (d) above shall not be deemed completed if they are cured by TENANT and notice of cure is delivered to LANDLORD, provided, however, if the time to cure the default is in excess of thirty (30) days and there is no liability, expense, liability or exposure of liability to LANDLORD and TENANT is making all efforts to cure said default, the time to cure shall be extended to the reasonable time necessary to cure the default. Provided, during the period of the cure LANDLORD shall incur no costs, expense, exposure of liability or liability.

As clarification, the paragraph entitled Time to Cure shall not apply to any default for failure to pay rent, taxes of any type or kind or other payments as specifically defined in this Lease.

22. REMEDIES AND DEFAULT. In the event of any default or breach by TENANT, LANDLORD may at any time thereafter with or without notice or demand or without limiting LANDLORD in the exercise of any right or remedy which LANDLORD may have by reason of such default or breach including but not limited to:

(a) Terminate TENANT'S right to possession of the Leased Premises, by any lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Leased Premises to LANDLORD and LANDLORD shall immediately have the right of re-entry and may remove all persons and property from the Leased Premises. In such event, LANDLORD shall be entitled to recover from TENANT all damages incurred by LANDLORD by reason of TENANT'S default including, but not limited to, the cost of recovering possession of the Leased Premises; expenses of re-letting, including necessary renovation and alteration of the Leased Premises; reasonable attorney's fees; any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that TENANT proves could be reasonably avoided; that portion of the leasing commission paid by LANDLORD and applicable to the unexpired term of the Lease.

(b) Unpaid installments of rent or other sums due LANDLORD by TENANT shall bear interest five days after due at the highest rate allowed by law but not less than fifteen (15%) percent per annum; provided, however, that interest shall not accrue on past-due rent until same is ten (10) days past due, said interest shall be in addition to any late penalty.

(c) In the event TENANT shall abandon the Leased Premises, LANDLORD shall have the option of, 1) taking possession of the Leased Premises and recovering from TENANT the amount specified in this paragraph, or, 2) proceeding under the provisions of "(d)" below,

(d) Maintain TENANT'S right of possession, in which case this Lease shall continue in effect whether or not TENANT shall have abandon the Leased Premises. In such event, LANDLORD shall be entitled to enforce all of LANDLORD'S rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(e) Upon TENANT'S default, all amounts due to TENANT on TENANT'S sublessees shall be assigned to and payable to LANDLORD to defray any and all amounts due by TENANT to LANDLORD pursuant to this Lease, this right shall be in addition to "a" and "b" above, or

(f) Pursue any other remedy not or hereafter available to LANDLORD under the laws or judicial decisions in the State of Arizona.

Save Retrieve New Reports Remember

New Application

New Application #47934 (In Review)
License: - ARRIBA MEXICAN FOOD (ARRIBA MEXICAN FOOD LLC)

Created: Jan 16, 2019 Completed: mm/dd/yyyy
Created By: Sefena Gonzales

Details Processes Questions Fees & Payments Case Notes Documents

Application Received: Jan 16, 2019

Region: 10 - Pima

Request Lottery License: ☐ Yes ☒ No ☐ (none)

Default Assignments

Reviewer 1: Sefena Gonzales

Reviewer 2: Jennifer Benson

Approver: Venidici Pama

Related Information

- License
License (pending) - 012 Restaurant
ARRIBA MEXICAN FOOD (ARRIBA MEXICAN FOOD LLC)
- License (Legal Entity)
ARRIBA MEXICAN FOOD LLC
Jennifer Benson
- Premises
ARRIBA MEXICAN FOOD (Location)
165 N 2nd Avenue

Create a new...

Application Case

Arriba Mexican Food

Yes we cater

APPETIZERS

Guacamole (With Chips)	\$6.00
Cheesecrips	\$3.00
Nachos (Ground beef or chicken)	\$8.00

SALADS AND SOUPS

House Salad	\$4.00
Cesar Salad /Chicken	\$8.00
Soup of the Day	\$5.00

BREAKFAST

Waffles	\$4.00
Hot Cakes	\$5.00
French Toast	\$5.00
Fruit Bowl	\$5.00

Huevos Rancheros	\$7.00
Huevos Divorciados	\$7.00
Two Eggs (Cooked to Order)	\$4.00
With Vegetables	\$5.00
With Ham	\$6.00
With Bacon	\$7.00
With Machaca	\$7.00
With Chorizo	\$7.00
With Chilaquiles Red/Green	\$7.00
Chilaquiles Red/Green	\$7.00
With Chicken	\$8.00

Burros or Chivichangas

Chicken	\$7.00
Red or Green Meat	\$7.00
Chorizo with potatoes or egg	\$6.00
Machaca with vegetables, potatoes or eggs	\$6.00

ENTREES

Chicken (Served with Rice and Beans)	
Mole	\$8.00
Fajitas	\$8.00
Grilled	\$8.00

SEAFOOD

Shrimp or Fish Fillet (Served with White Rice and Salad)	
Breaded	\$8.50
Ranchero	\$8.50
Garlic	\$8.50
Pinnacle Salsa	\$8.50
Soft Tacos	\$7.00

MEXICAN SPECIALTY (Served with rice and beans)

Chiles Rellenos (Cheese or Shrimp)	\$8.50
Hard Shell Tacos (Ground Beef, Chicken or Shredded Beef)	\$8.00
Flautas (Chicken or shredded beef)	\$8.50
Enchiladas (Red or Green)	\$8.00

BURGERS AND SANDWICHES (Served with Fries)

Arriba Burger	\$6.50
Club Sandwich	\$6.50
Grilled Cheese	\$4.00

DESSERTS

Cheese Cake (Cherry or Blueberry)	\$4.50
Flan	\$3.50
Lemon Pie (Seasonal)	\$4.50
Guayaba Pie	\$4.50

BEVERAGES

Fountain Soda or Tea	\$1.50
Coffee	\$2.00
Wine	\$3.25
Beer (Tap Only)	\$5.00

18 OCT 11 11:49 AM 2013

12370016

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

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

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

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

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

Student Information

BRUCE OWENS

Full Name (please print)

Bruce Owens

Signature

12/14/2017

12/14/2020

Training Completion Date

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

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

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

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

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

Jesus Altamirano

Instructor Signature

14 12 2017
Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

19 JAN 16 11:49 AM 2013

12428548

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

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

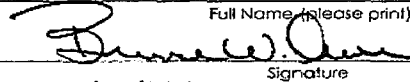
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing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

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

Student Information

BRUCE OWENS

Full Name (please print)



Signature

12/20/2017

12/20/2020

Training Completion Date

Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education

Company Name

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

Mailing Address


(602) 285-1396

Daytime Contact Phone Number

I, Jesus Altamirano, certify that the above named individual did successfully complete

Instructor Name (please print)

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Instructor Signature

____/____/____
Day Mo Year

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2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

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

July 11, 2013

18 OCT 11 11:47 AM 2017

19 JAN 16 11:47 AM 2017