MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 3, 2015, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on February 3, 2015, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

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

Accessibility

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

Agendas

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

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.marana.com on the Town Clerk page under Agendas, Minutes and Recent Actions.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

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

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P 1 Relating to Budget; presentation of independent auditor's report and final results of the Town's General Fund and certain other funds for the 2013-14 fiscal year (Erik Montague)

CONSENT AGENDA

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

C 1 Resolution No. 2015-014: Relating to Community Development; approving a contribution of $500 in support of Marana High Grad Night (Vickie Hathaway)

C 2 Resolution No. 2015-015: Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Agreement with Christopher & Stacy Sullivan DBA C&S Calves, for the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

C 3 Ordinance No. 2015.005: Relating to Finance; amending the Town of Marana comprehensive fee schedule; and designating an effective date (Erik Montague)

C 4 Approval of January 20, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L 1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Claudio Jesus Martinez on behalf of the American Diabetes Association for a special event to be held on March 1, 2015 (Jocelyn C. Bronson)

L 2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer of a series 9 Liquor Store liquor license submitted by Alpna Ajit Patel for Sandario Discount Market located at 13865 N. Sandario Road, Marana, Arizona 85653 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A 1 Ordinance No. 2015.006: Relating to Parks and Recreation; amending Marana Town Code Chapter 13-1 (Parks and Recreation Regulations); amending Section 13-1-2 (Intoxicants and disturbing the peace) by renaming it as "Spirituous liquor prohibited; permits; exception; definitions" and rewriting it in its entirety; amending Section 13-1-3 (Use and occupancy rules and regulations) regarding possession of glass containers; amending Section 13-1-4 (Violations and penalties); and designating an effective date (Jane Fairall)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 Relating to Utilities; update and discussion regarding progress on the design and construction of the Marana Water Reclamation Effluent Recharge Project and request for approval of the necessary funding to complete construction of the project (John Kmiec)

D 2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

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

E 1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item P 1

To: Mayor and Council

From: Erik Montague, Finance Director

Date: February 3, 2015

Strategic Plan Focus Area:
Commerce, Community, Progress & Innovation

Strategic Plan Focus Area Additional Info:
Financial sustainability is an overriding principle of the Strategic Plan.

Subject: Relating to Budget; presentation of independent auditor's report and final results of the Town's General Fund and certain other funds for the 2013-14 fiscal year (Erik Montague)

Discussion:

On September 16, 2014 staff provided Council with preliminary financial results for the Town's General Fund for fiscal year 2013-2014. The results presented in September were preliminary, unaudited and subject to change.

Henry and Horne, LLP, the Town's independent financial statement audit firm, conducted their audit field work in October 2014 and released the opinion to the Town in December 2014. The Town received an unqualified opinion and the financial results are now final.

The purpose of this presentation is to formally present the final results of the audit for the General Fund and certain other funds. Additionally, Marilyn Mays, Audit Partner with Henry and Horne, LLP, will provide Council with a brief summary of the audit and discuss new governmental accounting pronouncements which may have a future impact on the Town's financial statements.

A copy of the brief financial results and Henry & Horne's presentation are attached to this item. Staff's presentation will be handed out the evening of the presentation.

Financial Impact:

Presentation only.

Staff Recommendation:
Presentation only.

Suggested Motion:
Presentation only.

Attachments: Independent Auditor Presentation
FY 13-14 Financial Report

Town of Marana

Independent Auditors' Report

Presentation to the Town Council

Year Ended June 30, 2014

Celebrating 50 Years Of Service

HENRY & HORNE, LLP

Certified Public Accountants

About the Partners



- Marilyn Mays, CPA
- Partner, Governmental Services
  - Graduated from Northern Arizona University
  - Experience in Municipalities, State Agencies, Non-Profits & Industry
  - Serves on the Board of Directors for the Pueblo Grande Museum Auxiliary Board
  - AICPA, ASCPA, GFOA, GFOAz, AASBO
  - GFOA Special Review Committee Member



- Chuck Goodmiller, CPA
- Co-Managing Partner, Governmental Services
  - Graduated from Arizona State University
  - Experience in Municipalities, Native American Indian entities, Non-Profits & special districts
  - Serves on the board of the Casa Grande Rotary Scholarship Foundation and the Casa Grande Regional Hospital Foundation
  - AICPA, ASCPA, GFOA, GFOAz,

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TOWN OF MARANA ARIZONA 1977

Communications with Town Council and Management

- Auditors' Report on Financial Statements
  - Unmodified opinion
    - Financial statements are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP).
  - Yellowbook (GAGAS) unmodified opinion
    - No Significant Deficiencies or Material Weaknesses
    - No Instances of Material Non-Compliance

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TOWN OF MARANA ARIZONA 1977

Communications with Town Council and Management

- Henry & Horne's Responsibility under U.S. General Accepted Auditing Standards (GAAS)
  - Stated in engagement letter dated June 27, 2014
  - Reasonable assurance
  - Internal control
- Significant Accounting Policies and Issues Discussed
  - Note 1 of Financial Statements
  - Difficulties Encountered in Performing the Audit – None encountered
  - Corrected and Uncorrected Misstatements – No uncorrected misstatements
  - Disagreements with Management – No disagreements
  - Management Consultations with Other Independent Accountants - None disclosed

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Certified Public Accountants

TOWN OF MARANA ARIZONA 1977

Communications with Town Council and Management

- Significant Accounting Policies and Issues Discussed (continued)
  - Upcoming accounting change – GASB 68
- Other Reports
  - Expenditure Limitation Report (ELR)
    - Issued timely
  - Single Audit
    - No findings in fiscal year 2014

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TOWN OF MARANA ARIZONA 1977

QUESTIONS



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Thank you!

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The Town of Marana

A Report to Our Citizens 2013-2014



Vision

Committed to providing exceptional public service, a climate for economic sustainability and a welcoming environment that makes Marana Your Town for life.

Our Town is Unique

Marana is a forward-thinking, innovative Southern Arizona community. Marana is "committed to the future…inspired by our past." The Town conveniently sits along 18 miles of Interstate 10 in the growing Sun Corridor of Arizona, between Tucson and Phoenix, which provides tremendous opportunities to attract business and industry.

The Town was incorporated in 1977 and grew from 14,046 residents in 2000 to nearly 35,000 in 2010. Citizens and businesses have chosen Marana because of its quality of life, rich heritage, visionary leadership, small-town character, and abundant opportunties. The Town's employment base includes aerospace manufacturing, agriculture, construction, wholesale trade, retail trade, transportation, and information systems.

How the Town Operates

The Town of Marana is organized and operates under a council/manager form of government. The six town council members and mayor, who serves in a leadership capacity, provide policy direction. The Town Mayor and Council appoint the town manager and town magistrate. The town manager appoints the deputy town manager, town attorney and department heads. Collectively, the appointed officials are responsible for all administrative aspects of the government, with most of the administrative and operational functions falling under the purview of the town manager.



Selected Demographics

	Fiscal Year 2013	Fiscal Year 2014
Population	**36,756**	**38,290**
Per Capita Income	**$29,626**	**$33,196**
Unemployment Rate	**6.10%**	**6.90%**
Median Household Income	**$68,361**	**$70,705**
Number of Town Employees	**319**	**319**

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Strategic Goals

COMMERCE Attract and maintain career-oriented commerce

COMMUNITY Create a safe community where all people are motivated to be involved and feel connected and valued

INNOVATION Foster an open atmosphere that embraces change, creativity, innovation, and calculated risk

HERITAGE Strengthen community character by linking the past, present, and future

RECREATION Provide diverse recreational opportunities that create economic benefits and a healthy lifestyle

How We Have Progressed
Fiscal Year 2014



2014 Accomplishments

- Integrated the Strategic Plan elements into the annual budget process
- Implemented classification and compensation study results
- Continued its record for strong fiscal stewardship — maintaining its double A bond rating
- Updated development impact fees to comply with amendments to the Arizona development fee statute
- Rebuilt Town web site
- Town recognized as one of the best small cities to live in by a consumer advocacy web site
- Developed Facilities Master Plan providing demographic and land use information, performing a space needs assessment of all Town departments, defining objectives and goals of future facility planning, and creating facility standards and guidelines for future facility development
- Finalized settlement with Pima County for the purchase and transfer of the Marana Reclamation Facility
- Constructed 3 additional miles of trails in the Tortolita Trail System

Town of Marana Performance Measures

	2012 Actual	2013 Actual	2014 Projected	2015 Target	Target Met Or Exceeded
Public Safety					
Patrol response times to priority 1 and 2 calls	5 min	5 min	5 min	5 min	Met
Average number of calls per officer	466	470	470	470	Met
DUI arrests	165	170	200	200	Met
Number of officers per 1,000 citizens	2.3	2.3	2.1	2.1	Exceeded
Number of traffic stops	15,656	16,000	16,000	16,000	Met
Quality of Life & Neighborhood Vitality					
Number of Neighborhood Watch groups	10	15	20	17	Met
Housing rehabilitation projects completed	14	15	14	8	Met
Encourage tours and programs focused on heritage	2	10	10	12	Met
Organize neighborhood cleanup days	2	5	3	4	Met
Community events provided at park facilities	300	320	307	315	Met
Maintain quality park facilities	135 acres	135 acres	143 acres	143 acres	Met
Maintain quality paths and trails	49 miles	49 miles	51 miles	53 miles	Met
Building inspections performed	16,700	17,000	17,500	18,000	Met
Single family residential permits	414	684	569	600	Met
Building code compliance inspections performed	15	15	20	23	Met
Financial Excellence, Sustainability & Planning					
Government Finance Officers in America (GFOA) Distinguished Budget Presentation Award received	Yes	Yes	Yes	Yes	Met
GFOA Certificate of Excellence in Financial Reporting Award received	Yes	Yes	Yes	Yes	Met

What would you like to see reported on in this page? Please let us know by contacting sanderson@marana.com.

www.marana.com

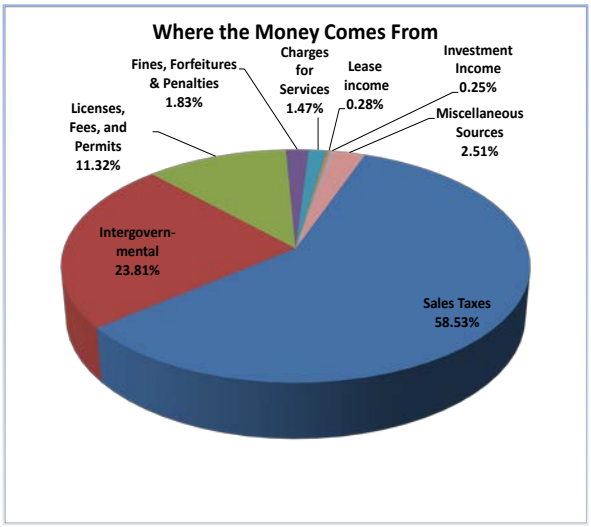
Our Finances
Revenues and Expenses

What are the costs for servicing the citizens and how are those costs paid?

The General Fund is the primary operating fund of the Town. It exists to account for the resources used to pay for the services traditionally associated with local government. Included are police, courts, parks and recreation, planning and economic development, general administration of the Town and any other activity for which a special fund has not been created.

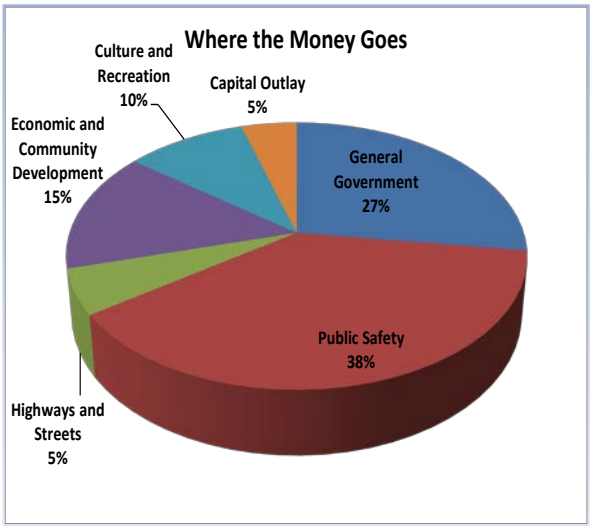
Revenue by Source

	FY 2013	FY 2014
Sales Taxes	$20,451,798	$20,333,285
Intergovernmental (Federal, State, & Local)	7,717,086	8,273,207
Licenses, Fees, and Permits	4,323,155	3,932,108
Fines, Forfeitures & Penalties	674,082	635,869
Charges for Services	379,348	509,235
Lease income	105,358	98,873
Investment Income	155,464	87,928
Miscellaneous Sources	688,850	872,368
Total primary government revenues	**$34,495,141**	**$34,765,428**



Expenditures by Service Area

	FY 2013	FY 2014
General Government	$6,840,103	$7,958,293
Public Safety	10,853,678	11,397,243
Highways and Streets	2,105,164	1,599,685
Economic and Community Development	4,347,660	4,325,492
Culture and Recreation	2,859,189	2,934,671
Capital Outlay	2,129,458	1,352,291
Total primary government expenditures	**$29,135,252**	**$29,567,675**



Independent Audit

Independent audits of the Town's finances were conducted by Henry & Horne, LLP, resulting in clean opinions. Complete financial information can be found at **www.marana.com**.

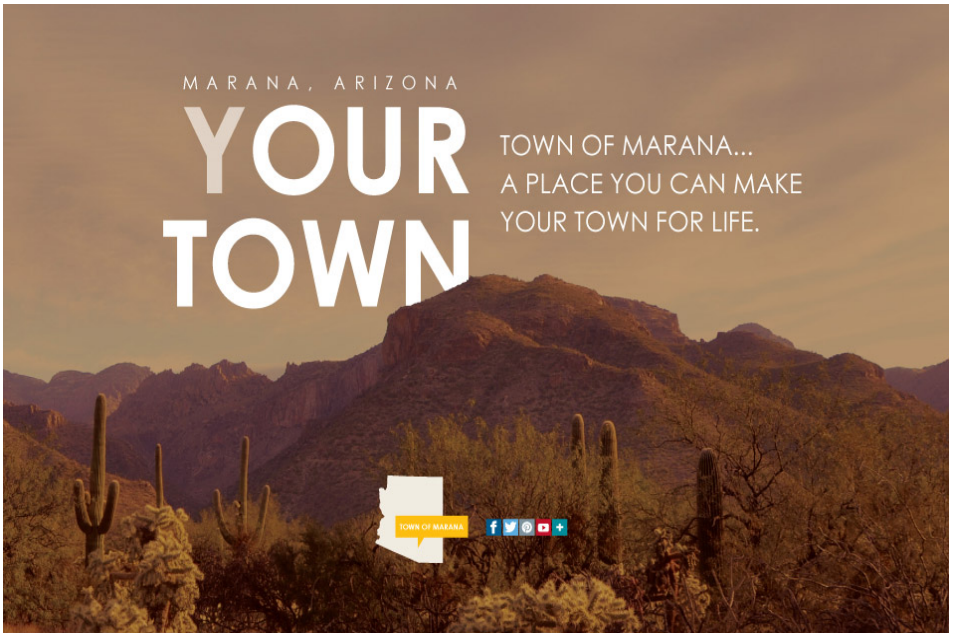
What's Next
Future Economic Outlook



We want to hear from you.

Do you like this report?
Would you like to see other information?
Please let us know by contacting Starla Anderson at sanderson@marana.com. For more information on our services, visit our website at www.marana.com

Town Manager's Office
Town of Marana
11555 West Civic Center Drive
Marana, AZ 85653
520.382.1900
520.382.1901 fax
www.marana.com



Future Economic Outlook

Despite the significant slowdown in development during the depths of the recession, several key activities and revenues associated with those activities have shown consistent recovery over the past several fiscal years. In fact, a number of key revenues are at or are approaching pre-recession highs. The Town's goal in managing budgets during the recession was to position the Town to take advantage of the eventual economic recovery. The Town has been able to make strategic reinvestments in existing programs and minor investments in new programs that provide the opportunity to further position the Town as the place to live, work and play.

In the past year, several restaurants, such as Village Inn, Dunkin Donuts, and McDonald's have opened and development is continuing. A major development that has begun in the Town is a new outlet mall on a 46-acre site. The mall is scheduled to open in fall of 2015 with an estimated 90-name brand and designer stores. This development will draw more interest for development and additional tax revenues, which will enable the Town to maintain a high level of service to the community. Many more exciting things are in store for Marana as it is uniquely positioned geographically with an abundance of developable commercial, industrial and residential land.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 1

To: Mayor and Council

From: Vickie Hathaway, Assistant to the Town Manager

Date: February 3, 2015

Strategic Plan Focus Area:
Commerce, Community

Strategic Plan Focus Area Additional Info:
Commerce Initiative 20: Town projects and initiatives should include outreach (where appropriate) to universities, colleges, and K-12 education as a way to promote educational opportunities and improved project/initiative outcomes.

Community Initiative 8: Market Marana as a destination for unique, family-friendly events.

Subject: Resolution No. 2015-014: Relating to Community Development; approving a contribution of $500 in support of Marana High Grad Night (Vickie Hathaway)

Discussion:

Marana High Grad Night is a supervised alcohol- and drug-free celebration funded by Marana High School parents and community partners. Statistics have shown that students celebrating on the evening of graduation can experience one of the most dangerous nights of their young lives, and this event has proven to be a successful way of providing new graduates with a safe, fun, and memorable celebration. Marana High Grad Night is also an opportunity for the Town to distribute marketing materials to students on educational opportunities and events happening in the community. Approval of the proposed resolution will allow the Town to donate $500 in support of Grad Night.

Financial Impact:

Fiscal Year:	2015
Budgeted Y/N:	No

Amount: $500 (Council's community fund)

Staff Recommendation:

Staff recommends approval of the agreement in support of Strategic Plan III (supporting K-12 education).

Suggested Motion:

I move to adopt Resolution No. 2015-014, approving a contribution of $500 in support of Marana High Grad Night.

Attachments: Resolution 2015-014

MARANA RESOLUTION NO. 2015-014

RELATING TO COMMUNITY DEVELOPMENT; APPROVING A CONTRIBUTION OF $500 IN SUPPORT OF MARANA HIGH GRAD NIGHT

WHEREAS the Town of Marana seeks to promote educational opportunities and improved project/initiative outcomes in the form of outreach to universities, colleges, and K-12 education; and

WHEREAS the Town of Marana seeks to facilitate, with the support of the Marana Chamber of Commerce, internship opportunities at local businesses for students in K-12 and higher educational institutions; and

WHEREAS the Town of Marana wishes to strengthen its relationship with universities, colleges, and K-12 education to ensure these initiatives; and

WHEREAS Marana High Grad Night is one opportunity for the Town of Marana to support K-12 education by promoting a safe community for graduating seniors in the form of a $500 contribution that will go toward sponsoring a supervised alcohol and drug-free celebration put on by Marana High School parents and community partners; and

WHEREAS statistics have shown that students celebrating on the evening of graduation can experience one of the most dangerous nights of their young lives, and this event has proven to be a successful way of providing new graduates with a safe, fun, and memorable celebration; and

WHEREAS the Marana High Grad Night is also an opportunity for the Town to distribute marketing materials to students on educational opportunities and events happening in the community; and

WHEREAS the Town Council finds that approval of this resolution is in the best interests of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that a contribution of $500 in support of Marana High Grad Night is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 2

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: February 3, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-015: Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Agreement with Christopher & Stacy Sullivan DBA C&S Calves, for the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

Discussion:

As part of the wastewater settlement with Pima County, the Town of Marana acquired land within the 1000-foot setback area surrounding the Marana Wastewater Reclamation Facility. Pima County was leasing a portion of the property to Dennis L. Taylor and Marilyn L. Taylor, doing business as Taylor's Holsteins. The wastewater settlement included Pima County's assignment to the Town of the portion of the Taylors' lease located within the 1000-foot setback area.

The Taylors have assigned their interest in the lease to Christopher and Stacy Sullivan, doing business as C&S Calves.

The lease expires on February 11, 2015. Town staff proposes to enter into a new five-year lease with the Sullivans with one five-year extension option, with the same lease terms as the former lease -- $1,591 per year. The lease is terminable at will by either party upon 30 days' notice.

Financial Impact:

Fiscal Year:
Budgeted Y/N:
Amount: $

If approved, this lease will continue to generate $1,591 per year in lease revenue to the Town.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-015, approving and authorizing the Mayor to execute the Sullivan lease.

Suggested Motion:

I move to adopt Resolution 2015-015, approving and authorizing the Mayor to execute the Sullivan lease.

Attachments: Resolution 2015-015
210_Sullivan_lease

MARANA RESOLUTION NO. 2015-015

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN OF MARANA LEASE AGREEMENT WITH CHRISTOPHER & STACY SULLIVAN DBA C&S CALVES, FOR THE LEASE OF APPROXIMATELY 22.88 ACRES OF TOWN-OWNED PROPERTY ABUTTING THE NORTH BOUNDARY OF THE MARANA WASTEWATER RECLAMATION FACILITY

WHEREAS the Town of Marana acquired land within the 1000-foot setback area surrounding the Marana Wastewater Reclamation Facility as part of the wastewater settlement with Pima County; and

WHEREAS Pima County was leasing a portion of the property to Dennis L. Taylor and Marilyn L. Taylor, doing business as Taylor's Holsteins, when the wastewater settlement occurred; and

WHEREAS the wastewater settlement included Pima County's assignment to the Town of the portion of the Taylors' lease located within the 1000-foot setback area; and

WHEREAS the Taylors have assigned their interest in the lease to Christopher and Stacy Sullivan, doing business as C&S Calves; and

WHEREAS the lease expires on February 11, 2015, and the parties now desire to enter into a new five-year lease with one five-year extension option, with the same lease terms as the former lease; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into the proposed lease.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town of Marana Lease Agreement with Christopher & Stacy Sullivan DBA C&S Calves attached to this resolution as Exhibit A, for the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

WHEN RECORDED, RETURN TO:

Pick Up—Town Clerk
TOWN OF MARANA
fbo Frank Cassidy, Town Attorney

TOWN OF MARANA LEASE AGREEMENT

(CHRISTOPHER & STACY SULLIVAN DBA C&S CALVES)

This Lease Agreement (this "**Lease**") is made and entered into by and between the Town of Marana, an Arizona municipal corporation ("**Landlord**") and Christopher & Stacy Sullivan, husband and wife, doing business as C&S Calves ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to as the "**Parties**," either of which is sometimes individually referred to as a "**Party**."

1. **Premises**. Landlord is the owner of the property located in Pima County, Arizona, as depicted in Exhibit "A" attached (the "Premises").

2. **Successor**. Tenant is the successor in interest to Dennis L. Taylor and Marilyn L. Taylor, husband and wife, doing business as Taylor's Holsteins (the "Taylors").

3. **Existing Lease**. Landlord and the Taylors have an existing lease for the Premises that expires on February 11, 2015. The purpose of this Lease is to establish a new lease between the Parties, beginning upon the expiration of the existing lease. Nothing in this Lease modifies or affects the existing lease or the rights of the Parties under it.

4. **Lease**. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, under the terms and conditions and for the purposes set forth in this Lease.

5. **Term**. The term of this Lease shall be for five years commencing February 12, 2015, unless terminated pursuant to Paragraph 24 of this Lease. This Lease shall be reviewed 90 days before the end of the five years, at which time the Parties will agree whether to terminate or continue this Lease for one additional term of five years. Renewal shall be by written amendment, signed by both Parties.

6. **Rent**. Tenant shall pay Landlord rent of $1,591 per year. Tenant's first rent payment is due on February 12, 2015, and rent is due annually on February 12 during the term and any extension of this Lease. If rent is not paid within 15 days of the due date, a $250 late charge shall be assessed and due and payable with rent.

7. **Tenant's Use of the Premises**. Tenant may use and occupy the Premises for agricultural use (the "Permitted Activities").

(A) Expense of Tenant. Tenant shall conduct all of its operations at the Premises at its own expense and without contribution from Landlord. Tenant shall not suggest, state or imply that Landlord will participate, guarantee or otherwise assist in any financial obligation undertaken by Tenant with respect to its operations on the Premises.

(B) Hours of Operation. Tenant may conduct Permitted Activities on the Premises 24 hours a day.

(C) Compliance with Laws. Tenant shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, standards, policies, and executive orders with respect to its operations on the Premises.

(D) Alcohol Prohibited. Possession, consumption, or sale of alcoholic beverages shall not be permitted on the Premises. *No exceptions shall be permitted*.

8. **Improvements to Premises**. All improvements, made to the Premises by Tenant must receive the prior written approval of Landlord, to whom Tenant shall submit detailed plans and specifications. Improvements shall be constructed in a good and workmanlike manner using new materials, in compliance with the approved plans and specifications and with all applicable laws, rules, and regulations, including all applicable building, electrical and other codes.

9. **Concessions**. With the exception of one or more vending machines, Tenant may not operate concessions or food services on the Premises.

10. **Condition of Premises/Maintenance & Repairs**. Tenant accepts the Premises in an "as is" condition. Tenant shall maintain the Premises at all times hereunder in a good, clean, safe and sanitary condition, at its sole cost and expense, including making any necessary repairs or replacements of improvements thereon, and shall leave the Premises, upon the expiration or earlier termination of this Lease, in a condition at least as good as upon the Effective Date, reasonable wear and tear excepted.

11. **Utilities**. Tenant shall pay the cost of all utilities used in connection with its operation of the Premises.

12. **Signs**. Tenant may affix and maintain upon the Premises such signs relating to the services provided on the Premises as Tenant deems appropriate; provided, however, if such signs are visible outside of the Premises, such signs must have first received the written approval of Landlord as to type, size, color, location, copy nature and display qualities; provided further, however, that all signs utilized by Tenant on or about the Premises, whether visible outside the Premises or not, shall at all times comply with the Marana Land Development Code, and shall be installed and maintained at Tenant's sole cost.

13. **Environmental.** Tenant shall not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall fully comply with all

environmental rules and regulations with respect to its operations on the Premises and shall remediate and clean up any contamination of the Premises occurring during the term of this Lease.

14. **Entry by Landlord**. Landlord may enter the Premises at reasonable times to inspect the Premises and Tenant's operations on the Premises.

15. **Security.** Tenant shall be responsible for the securing the Premises and preventing any unlawful or unauthorized use of the Premises. When the Premises are not open to the Public, they shall be secured in order to prevent unsupervised use or entry into the Premises. Tenant shall contact law enforcement authorities when it appears necessary to protect the Premises and any persons or property on the Premises, and it shall assist in any resulting prosecution.

16. **Insurance**.

(A) Types of Insurance Required. Tenant shall procure, prior to the Effective Date, and maintain throughout the term of this Lease, the following insurance from an insurance company or companies approved by Landlord:

(1) Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than $1,000,000, covering the Premises, endorsed to include the Town of Marana as an additional insured with coverage at least as broad as ISO form CG 20 10.

(2) Automobile liability insurance covering all vehicles used on the Premises, with limits not less than $1,000,000 combined single limit.

(B) Certificates. Tenant shall provide Landlord with copies of certificates of insurance showing the current status of all insurance policies and with copies of all additional insured endorsements. In addition, Tenant shall provide full, certified copies of all required insurance policies when requested by Landlord in writing. Tenant shall give Landlord written notice of cancellation, non-renewal, or material change of any insurance policy not later than five calendar days after Tenant becomes aware of same. Landlord shall be an "additional insured" on all liability insurance policies.

(C) Changes to Insurance Requirements. Landlord may review the coverage, form, and amount of insurance required under this Lease at any time. Landlord shall notify Tenant in writing of any changes to the aforesaid insurance requirements, and Tenant shall have 60 days to comply with the requirements as changed.

17. **Indemnification.** To the fullest extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorneys' fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Premises, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Premises allegedly caused

in whole or in part by any act or omission of Tenant or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of Landlord or any of its officers, agents, or employees. To the fullest extent permitted by law, Tenant shall also indemnify Landlord against any claim, liability, damage, cost, or expense arising out of the disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Premises during the term of this Lease.

18. **Tenant not an Agent of Landlord**. Tenant is not an agent of Landlord for any purpose under this Lease or otherwise. Tenant shall control activities on the Premises, and Landlord shall not control those activities. Tenant's employees and servants shall not be under the control of Landlord.

19. **Default/Termination**.

(A) Immediate Termination of Lease. This Lease may be terminated immediately by Landlord for any of the following:

(i) Tenant at any time is without the required insurance;

(ii) Tenant violates any law, or permits any unlawful activities to be carried out on the Premises;

(iii) Tenant takes or fails to take any action and this action or non-action, in Landlord's sole judgment, causes or exacerbates a threat to the health or safety of the general public or the users of the facility;

(iv) Tenant creates or permits any waste or nuisance on the Premises;

(v) Tenant permits the consumption of alcohol on the Premises.

(B) Other Defaults. For any other default, the non-breaching Party may terminate this Lease only if the breaching party fails to cure the default within 30 days of receiving written notice from the non-breaching Party describing the default, except that a Party may terminate this Lease if the other Party is guilty of four such defaults in a 12-month period, even if each default was cured in a timely manner. Either Party may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

20. **Notices.** Any notices required under this Lease shall be delivered personally or by certified mail, directed as follows:

If to Tenant: C&S Calves
P.O. Box 68
Marana, AZ 85653-0068

If to Landlord: Marana Town Clerk
11555 West Civic Center Drive
Marana, AZ 85653

With a copy to: Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

21. **Cancellation for Conflict of Interest**. This Lease may be cancelled under certain circumstances for conflict of interest pursuant to A.R.S. § 38-511.

22. **Non-Discrimination**. Tenant shall comply with applicable state and federal rules concerning equal employment opportunity and non-discrimination. Tenant shall further comply with the Americans with Disabilities Act, to the extent applicable to Tenant's operation and the Premises.

23. **Choice of Law**. The laws of the State of Arizona shall apply to any action relating to this Lease and any court action shall be brought in a court in Pima County, Arizona.

24. **Termination**. Landlord may terminate this Lease without cause with 30 days written notice. Tenant may terminate this Lease for any reason with a 30-day written notice to Landlord. Upon the termination or expiration of this Lease, or any extension of it, Tenant shall leave the Premises in a good and clean condition. Tenant shall remove any Tenant-built or installed improvements prior to vacating the Premises if requested by Landlord or unless requested to be left in place by Landlord.

25. **Personal Property**. Tenant shall maintain a current inventory of all items of personal property owned by Tenant and placed or kept on the Premises by Tenant. Any items of personal property left on the Premises upon expiration or earlier termination of this Lease shall become the property of Landlord and may be sold or otherwise disposed of by Landlord without liability to Tenant.

26. **Liens**. Tenant shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Premises, and shall not permit any lien to attach to the Premises or any interest in the Premises, and shall indemnify and defend Landlord against all legal costs and charges resulting from any such lien.

27. **Non-Waiver**. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Lease to be performed by the other Party, or to take my action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or my other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing to it at my time shall not be construed as an accord and satisfaction.

28. **Assignment/Subletting**. Any attempted assignment of this Lease by either Party without prior written consent from the other Party shall be void. This Lease shall be

binding on my and all successors and assigns of Landlord and Tenant. Tenant shall not sublet any portion of the Premises without the prior written consent of Landlord, which consent may be given conditionally.

29. **Entire Agreement**. This Lease shall constitute the entire contract between Landlord and Tenant with respect to the Premises and no modification of this Lease shall be binding unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the last date set forth below their respective signatures.

"LANDLORD":
Town of Marana, an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"TENANT":
Christopher & Stacy Sullivan, husband and wife, doing business as C&S Calves

_____
Christopher Sullivan

Date: _____

_____
Stacy Sullivan

Date: _____

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by Christopher & Stacy Sullivan, husband and wife, doing business as C&S Calves.

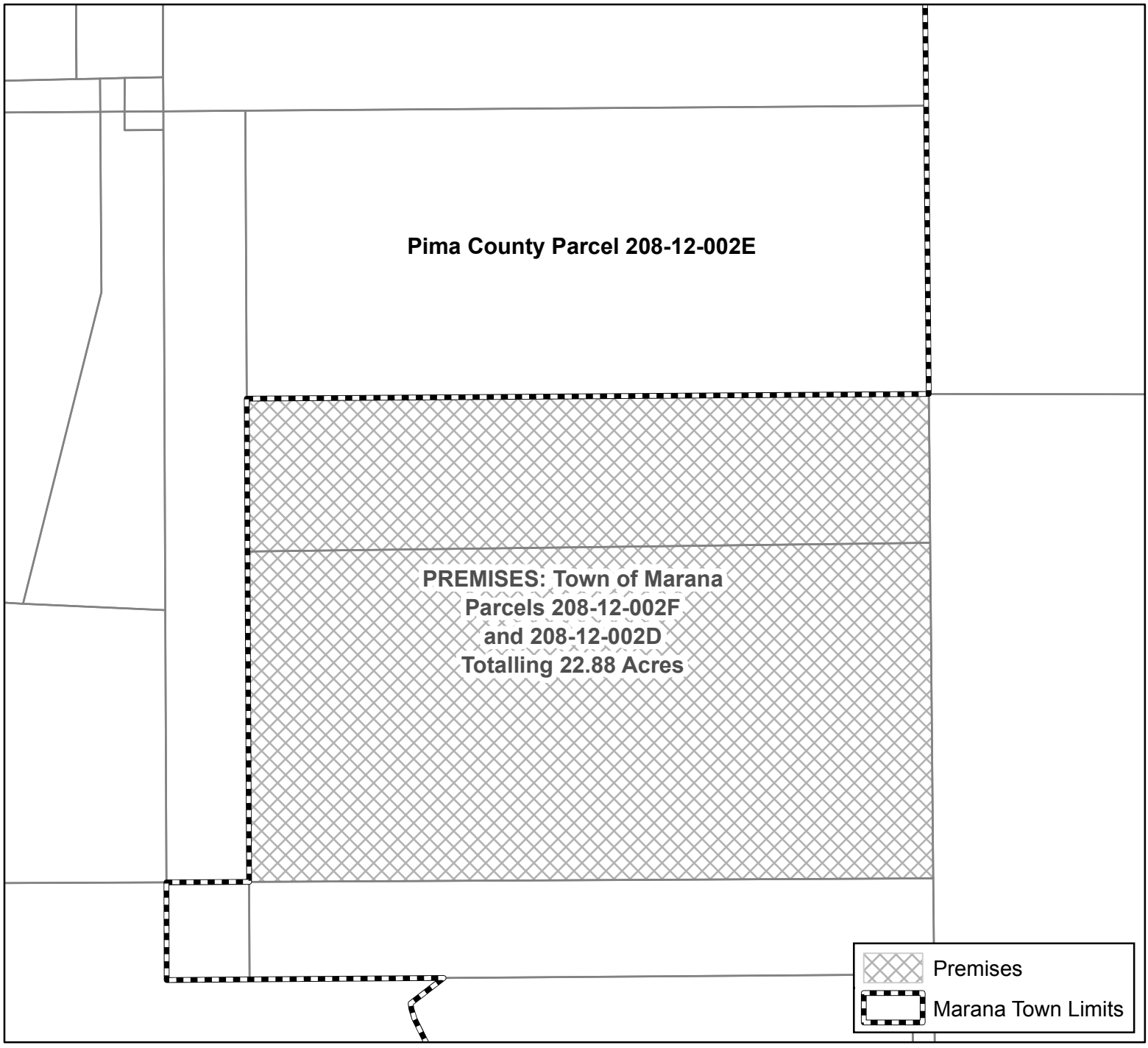
(Seal)

_____
Notary Public

EXHIBIT "A"

SECTION 14
TOWNSHIP 11 SOUTH
RANGE 10 EAST

That portion of the property conveyed to the Town of Marana in that certain Special Warranty Deed recorded in the office of the Recorder of Pima County, Arizona, on June 27, 2013, at Sequence No. 20131780459, generally described as the South 835.36 feet of the East 1192.75 feet of the Northeast Quarter of the Southeast Quarter of Section 14, Township 11 South, Range 10 East.



N

0 100 200 300 400
Feet

Town of Marana
Utilities Department

DATE: September 25, 2014

Path: U:\Town_Attorney\UtilitiesDept_Exhibit_A.mxd © Town of Marana 10/2/2014

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 3

To: Mayor and Council

From: Erik Montague, Finance Director

Date: February 3, 2015

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Initiative 7 under the Commerce Focus Area of the Strategic Plan includes language on promoting the use of the Marana airport. This item supports that initiative by providing resources required to maintain a safe and attractive airport.

Subject: Ordinance No. 2015.005: Relating to Finance; amending the Town of Marana comprehensive fee schedule; and designating an effective date (Erik Montague)

Discussion:
Staff is seeking consideration of an adjustment to one of the fees included in the comprehensive fee schedule. If approved, the proposed fee adjustment would increase the fuel flowage fee from $0.06 to $0.09 per gallon of fuel delivered at the Marana Regional Airport. The fuel flowage fee was last adjusted in 2001. These flowage fees, along with other airport revenues, are vital to the maintenance of the runways, lighting and other systems required for the safe takeoff and landing of general aviation aircraft. An independent analysis of fuel flowage fees was completed to support the proposed adjustment. Based on that analysis, Marana had the second lowest flowage fee in Arizona. A copy of the analysis is attached to this agenda item.

Pursuant to A.R.S Section 9-499.15, public notice that this proposed adjustment would be considered on February 3, 2015 was properly posted on December 4, 2014. If approved, the proposed adjustment would take effect on March 8, 2015.

Staff Recommendation:
Town staff recommends approval of the proposed ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2015.005, amending the Town of Marana comprehensive fee schedule and setting an effective date.

Attachments: Ordinance 2015.005
Independent Fuel Flowage Fee Analysis

MARANA ORDINANCE NO. 2015.005

RELATING TO FINANCE; AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the town; and

WHEREAS the Town Council is authorized by A.R.S. § 28-8419 to establish fees or charges for use of airport facilities; and

WHEREAS the Town Council, via Ordinance No. 2014.016, adopted an amended comprehensive fee schedule for fiscal year 2014-2015 on May 20, 2014; and

WHEREAS amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. The Town of Marana comprehensive fee schedule adopted pursuant to Marana Ordinance No. 2014.016 is hereby amended as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only the amended fee is shown; all other fees remain unchanged):

Fee/Description	Amount	Unit of Measure	Notes
AIRPORT			
Fuel Flowage Fee; FBO or SASO with ground lease	~~$ 0.06~~ $ 0.09	Per gallon delivered	

SECTION 2. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of

competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance shall become effective on March 8, 2015.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Airport Business Solutions
"Valuation and Consulting Services to the Aviation Industry"
12950 Race Track Road, Suite 206, Tampa, Florida 33626-1307
Phone (813) 855-3600 Fax (813) 200-1014

October 31, 2014

Mr. Steve Miller
Airport Manager
Marana Regional Airport
11700 W. Avra Valley Road, #91
Marana, Arizona 85653

RE: Fuel Flowage Fee Analysis
Marana Regional Airport (AVQ)
Marana, Arizona

Dear Mr. Miller:

Per your request, we are pleased to present the following information, which represents an analysis of the regional and national averages for fuel flowage fees as they relate to the Marana Regional Airport in Marana, Arizona. Fuel flowage fees are representative of the fees charged, on a "per gallon" or similar basis, to fuel providers/fixed base operators (FBOs) for fuel either delivered into the fuel storage facilities, or delivered into aircraft.

Historically, fuel flowage fees have been used as a mechanism for airports to more effectively generate revenues to contribute to the costs associated with the wear and tear on airport infrastructure created by the takeoff and landing of general aviation aircraft. As such, they effectively represent a fee in-lieu of landing fees that are charged to general aviation users as their contribution to the operation and maintenance of the airfield when they purchase fuel at an airport. These fees are generally "collected and paid by" the FBOs, but are are typically passed-through to aircraft owner/operators as part of the cost of fuel sold by the FBOs. As such, the revenue derived by an airport from fuel flowage fees has a direct relationship to the sale of fuel at airports. However, unless unreasonably high, most airports generally fall within a relatively comparable range, and thereby the flying public is typically not aware. This generally remains true as long as airport infrastructure is well-maintained.

In the development of this document, *Airport Business Solutions* researched many sectors of the local, regional and national airport market, expanding as necessary to gain sufficient and comprehensive data to yield adequate and supportable conclusions. The fee analysis includes both regional and national airports for a comparable cross section of fee assessments. The table that follows represents the comparable data from various regional and national airports. To compare the fuel flowage fees at each airport, the total based aircraft, operations, and longest runway has also been identified.

Marana Regional Airport Fuel Flowage Fee Analysis					
Airport	ID	Based GA Aircraft	Annual Operations	Longest Runway	Fuel Flowage Fees
Marana, Arizona	AVQ	227	110,000	6,901’	$0.06 (Current)
Casa Grande, Arizona*	CGZ	106	120,000	5,200’	N/A
Ryan Field, Arizona	RYN	191	115,000	5,503’	$0.10
Scottsdale, Arizona	SDL	306	142,000	8,249’	$0.08
Glendale, Arizona	GEU	289	87,000	7,150’	$0.09
Mesa, Arizona	IWA	105	186,000	10,401’	$0.12
Chandler, Arizona	CHD	312	215,000	4,870’	$0.10
Winslow, Arizona	INW	13	21,000	7,100’	$0.10
Deer Valley, Arizona	DVT	988	317,000	8,196’	$0.09
Goodyear, Arizona	GYR	184	137,000	8,501’	$0.09
Phoenix, Arizona	PHX	64	435,000	11,489’	$0.09
Kalispell, Montana	GPI	159	28,000	9,007’	$0.06
Lewiston, Idaho	LWS	145	36,000	6.512’	$0.04
Glasgow, Montana	GGW	76	9,000	5,002’	$0.05
Eureka, California	ACV	11	48,000	6,046’	$0.10
Monterrey, California	MRY	116	55,000	7,616’	$0.11 Jet $0.09 Avgas
Redmond, Oregon	RDM	83	43,000	7,038’	$0.07
Hailey, Idaho	SUN	150	44,000	7,550’	$0.12 Jet $0.10 Avgas
Cedar City, Utah	CDC	70	48,000	8,653’	$0.07
Bakersfield, California	BFL	219	95,000	10,855’	$0.09
St. George, Utah	SGU	185	55,000	9,300’	$0.06
Santa Clara, California	RHV	286	109,000	3,100’	$0.10
Ft. Worth, Texas	FTW	377	88,000	7,502’	$0.12
Addison, Texas	ADS	611	97,000	7,203’	$0.12
Tyler, Texas	TYR	157	41,000	7,802’	$0.06

*The FBO at Casa Grande is managed by the Airport, so no fuel flowage fees are assessed.

Of the 25 comparable airports studied, 11 are in Arizona, with the remainder located throughout the western and southwestern U.S. The average fuel flowage fee for comparable airports in Arizona is $0.092 per gallon. (This excludes Casa Grande, which is a municipally managed FBO that pays no fees.) The regional average for all of the airports is $0.088 per gallon. As such, the current fuel flowage fee at AVQ of $0.06 per gallon is below both the Arizona and the regional averages.

Based upon the aforementioned information, with consideration to the current and proposed infrastructure at the Marana Regional Airport, it is suggested that at a minimum, the fuel flowage fee at AVQ be increased to the national average of $0.08 per gallon. However, it is recommended that the fuel flowage fee be increased to $0.09 per gallon to better match the Arizona average.

In addition to the recommended increase in the fuel flowage fee, it is further recommended that the fees be collected from the fuel supplier as opposed to the Airport receiving those fees from the FBO based upon delivery of fuel into an aircraft. By collecting from the fuel supplier, accounting and administration would be simplified by the ease of tracking fuel volumes through a review of bills of lading (delivery receipts). Moreover, should there be a disruption in the FBO's operation resulting from a financial issue, it would be easier for the Airport to insure a seamless transition to a new or interim operator. The fuel supplier is motivated to work with the Airport in these situations, as their primary goal is to continue to serve the Airport.

We appreciate the opportunity to provide our professional services to the Marana Regional Airport. If you should have any further questions, please advise.

Respectfully Submitted,



Michael A. Hodges
President/CEO

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 4

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: February 3, 2015

Subject: Approval of January 20, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments: January 20, 2015 Regular Council Meeting Minutes

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 20, 2015 at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:01 p.m. **Town Clerk Bronson** called roll. All Council Members were present.

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

APPROVAL OF AGENDA. ***Motion to approve the agenda as presented by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

CALL TO THE PUBLIC
No speaker cards were presented.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS
Mayor Honea reported on the January 10th Avra Valley/Red Rock Fire Department grand opening, the State of the State address, the 3rd Annual Marana Police awards ceremony on January 14th at The Highlands, and his speech at the Marana Middle School awards. Of special

note, Mayor Honea stated that 175 students from that school had a straight "A" average for the first semester.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS
No report.

PRESENTATIONS

CONSENT AGENDA

C 1 **Resolution No. 2015-006**: Relating to Special Events; approving the Town of Marana Signature Event Series consisting of the Star Spangled Spectacular, the Marana Cotton Festival and the Marana Holiday Festival & Christmas Tree Lighting (Vickie Hathaway)

C 2 **Resolution No. 2015-007**: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute Amendment #1 to the Airport Development Reimbursable Grant Agreement for Grant Number E5S10 between the State of Arizona by and through the Department of Transportation and the Town of Marana for design and replacement of taxiway and runway guidance signs and lighting (Lisa Shafer)

C 3 **Resolution No. 2015-008**: Relating to Police Department; approving and authorizing the Chief of Police to execute a State and Local HIDTA Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department (Lisa Shafer)

C 4 **Resolution No. 2015-009**: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and S & S Bluegrass Promotions, LLC regarding the planning, development and presentation of the 2015 Marana Bluegrass Festival (Tom Ellis)

C 5 **Resolution No. 2015-010**: Relating to Community Development; approving and authorizing Town staff to submit the Town of Marana's updated priority list of proposed bond projects to the Pima County Bond Advisory Committee for consideration for inclusion in future Pima County general obligation bond elections (Lisa Shafer)

C 6 **Resolution No. 2015-011**: Relating to Real Property; approving and authorizing the Mayor to execute the Home Plate Easement Exchange Agreement with B and J Sports, LLC, for the exchange of easements on property located about 500 feet east of the intersection of Silverbell and Continental Reserve Loop/Coachline Boulevard (Frank Cassidy)

C 7 **Resolution No. 2015-012**: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement with the City of Tucson for participation in the Regional Transportation Data Network Communication System (Scott Leska)

C 8 Approval of January 6, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Motion to approve as presented by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously.

LIQUOR LICENSES

L 1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer and a Location Transfer of a Series 7 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Holiday Inn Express located at 8373 N. Cracker Barrel Road, Tucson, Arizona 85743. **Ms. Bronson** presented this item, noting that the application had been properly reviewed internally, posted for the general public, and that no protests were received. Staff recommends approval.

Motion to approve as presented by Council Member Ziegler, second by Council Member Bowen. Passed unanimously.

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A 1 **PUBLIC HEARING**: **Ordinance No. 2015.002**: Relating to Development; approving a rezoning of approximately 3.2 acres of land located on the southeast corner of the Twin Peaks Road and Tangerine Road intersection from "C" (Large Lot Zone) to "NC" (Neighborhood Commercial) **Vice Mayor Post** declared a conflict of interest and left the dais. **Mayor Honea** opened the public hearing. **Steve Cheslak** from the planning department presented the item. There were no speaker cards presented. **Mayor Honea** closed the public hearing and asked for questions from the Council. There were no questions, and ***Council Member Ziegler moved to approve the ordinance as presented, seconded by Council Member Bowen. Passed 6-0.***

A 2 **PUBLIC HEARING**: **Ordinance No. 2015.003**: Relating to Development; amending Marana Ordinance No. 2002.19, which rezoned approximately 61.2 acres of land located on the west side of Silverbell Road, south of Ina Road from Zone R-144 to R-16, by increasing the maximum number of residential units from 41 to 56, increasing the total site disturbance from 30% to 37%, and making various other modifications. **Mayor Honea** opened the public hearing. Presented by **Cynthia Ross,** who also noted that 18 protests were received which does not

constitute the need for a supermajority vote. **Frank Cassidy** interjected that there is a change to condition #17 as printed for signature was further modified regarding the 10,000 square foot maximum grading envelope, and he would explain the modifications later in the presentation.

Brian Underwood from the Planning Center then presented context regarding the site before proceeding into the several conditions. He noted the various zonings in each quadrant of the project. Next he reviewed the first revision to the tentative development plan that was completed. This was reviewed at a neighborhood meeting to get feedback from the surrounding neighbors. Feedback was received regarding the impact of the development on wildlife and whether the washes would be able to serve as viable wildlife corridors in the future after development. His group reconfigured the site to open up the washes as much as possible, noting that this was the plan presented to the Planning Commission last month. Another change was the reconfiguration of the loop road to bring it over 300 feet away from the wash along Silverbell Road. After Planning Commission, two lots were eliminated and internalized to the site. Another neighborhood meeting was then held and concerns were expressed about privacy. That feedback was taken into consideration and another plan was devised over the weekend. The setback was also increased on the western boundary to 100 feet, so now all homes and the roadway are well beyond 100 feet. Two-story homes were clustered north of the power easement, so that no two-story homes are south of that easement. There will be a total of 14 two-story homes or 25% of the proposed 56 homes. All single-story homes have been limited to 25 feet. He also showed an exhibit of a site line over two lots 41 and 16 to show the minimum impact on view sheds once the development is fully built out. Mr. Underwood further noted the proposed density with the existing development on another exhibit, with 11 acres of open space set aside as well as buffers along the west and southern boundaries. Several restrictions have been added regarding access to the open space in addition to the conditions which staff previously explained. He concluded his remarks with a request for approval of the zoning and additional conditions. **Mayor Honea** opened the discussion to those presenting speaker cards. **Carolyn Campbell** from the Coalition for Sonoran Desert Protection spoke in support of the change of conditions as presented. The Coalition also submitted a letter to Council which each Council Member received. **Marcia Lincoln** spoke, who stated she will be directly impacted by the development. **Victor Ong** spoke regarding density. **Jim Danhof** would like the density back to 41 lots. He would also like a 15-foot wall separating his property from the development. **Carol Klamerus** expressed concerns that she doesn't really know anything about the property only. The neighbors have only dealt with The Planning Center. **Chuck Dugan** spoke and stated he is not technically part of the impacted parties. He also spoke regarding density. **Helen Wilson** presented a map showing the five SR lots her family owns. She also showed wildlife photos she has taken over the last four years. She asked for guarantees that the open space remains regardless of who owns the land. **Fred Gust** spoke and thanked The Planning Center for the setback changes on the current plan, with a couple of exceptions. He is also concerned that there will be no guarantees regarding the conditions if the developer changes again. **Marsha Troutman** said she hoped the deed

restrictions continue with the open space regardless of who owns the property. **Mars Burnell** noted that highest and best use is driving the development of the property. Staying with 41 lots, he urged Council and the developer to attract a buyer who will not only appreciate the location, but will eliminate the problem with CC&R's by making the lots freehold rather than fee simple.

There were no further speakers, and **Mayor Honea** closed the public hearing and asked Mr. Cassidy if he wanted to make a clarification. **Frank Cassidy** then pointed out several revisions to the conditions in Mr. Underwood's presentation that weren't reflected in the conditions in the Council packet. He then reviewed the additional changes beginning with condition #17 regarding the maximum grading envelope; #2 refers to a different tentative development plan; #9 removes the parenthetical statement which refers to specific lots, a change to #16 relating to one and two-story homes and height restrictions; #20 changes the southern boundary buffer to 120 feet;#21 changes the western buffer to 100 feet; and #30, conforming lot numbers that are on the new development plan. Also, conditions #2 and #9 now refer to the new development plan. **Council Member McGorray** asked about guarantees to run with land. Is there clear law if the property owners change? **Mr. Cassidy** responded that several of the conditions have requirements that they be placed in the conditions, covenants and restrictions (CC&R's) to run with the land. It's not clear who is enforcing the restrictions. Short of the CC&R's and enforceability by neighbors, which many developers won't agree to because it gives them a life of their own, there's a right to petition your government for a change in your requirements. If there are CC&R's that are separately enforceable by the neighbors no matter what Council does, the neighbors would be able to enforce that. To that, he cited the case of *Goodman* case from the Superior Court of Arizona which says that enforceability will be in place for the life of the CC&R's. **Council Member Ziegler** addressed the issue of the three maps presented to Council and which maps were which. She asked for a copy of the map that Mr. Underwood used to present the latest changes and also requested that any future maps be given to Council as soon as possible when available. **Council Member Bowen** addressed Mr. Cassidy about the deed restrictions mentioned by a couple of speakers. He asked for clarification on that and the impact of deed restrictions. Mr. Cassidy responded that deed restrictions and CC&R's are essentially the same, but the natural and undisturbed open space referenced in condition #31 requires that all of the natural and undisturbed open space set asides be protected in the deed restrictions – the CC&R's. So it is covered, although the one thing he mentioned previously is that there is no language in it as to who gets to enforce that. **Council Member Bowen** asked if there will be a homeowners' association or CC&R's or an enforceable document besides the agreement with The Planning Center. **Mr. Cassidy** stated that there will be CC&R's that are enforceable by the people inside the neighborhood, and their homeowners' association typically will end up owning the rights associated with the actual undisturbed open spaces. So the 200-foot corridor along the wash and the undisturbed open space along the west and the south can be enforced. **Council Member Bowen** asked if Council could ask that there be No Trespassing signs placed in those

open areas? **Mr. Cassidy** responded that that is in the conditions added by the Planning Commission. He also emphasized that he had not seen the new site plan before this meeting.

Motion by Council Member Comerford to adopt Ordinance No. 2015.003, the Ina/Silverbell change of conditions, subject to the recommended conditions, including those made tonight by The Planning Center, #2 - new development plan, #9 - no more than 56 lots, #16 two-story versus one-story, #17 - 10,000 foot disturbance, #20 - 120-foot setback, #23-100-foot setback, and #30 lot numbers to follow as stated in the new exhibit. Second by Council Member Bowen. Passed unanimously.

A 3 **Ordinance No. 2015.004**: Relating to Utilities; amending Town Code Title 14 (Utilities) by adding Chapter 14-10 (Industrial wastewater ordinance)

Resolution No. 2015-013: Relating to Utilities; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2015.004, amending Town Code Title 14 (Utilities) by adding Chapter 14-10 (Industrial wastewater ordinance). Presented by **Frank Cassidy**, noting that federal law does not require operators of wastewater systems that have less than five million gallons a day to have these standards. And this part of the system when it was owned by the County had this already, but it's a best management practice. Staff looked a lot of different ordinances throughout the state, and the concern we had was that since the south part of the town is still operated by Pima County and operates under these rules, that it makes sense for us to have the same requirements. So the industrial wastewater regulations proposed today are essentially the same as those for Pima County. There are a couple of minor variations such as dentists get a free ride in the County, but they don't with the town.

Motion to approve Ordinance No. 2015.004 and Resolution No. 2015-013 by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies. Presented by **Gilbert Davidson** who stated that the Governor has released the proposed budget for the next fiscal year. There are a number of things that have potential impact to the town and other cities and towns across Arizona. First is the continuation of the Highway User Revenue Fund sweeps that will be going to the Department of Public Safety that reduces the amount of money available for maintenance of roads and other infrastructure. The Arizona Department of Revenue will be authorized to collect $14.1M from cities and towns to help support their operation. That would be an additional tax per resident that is part of the fee calculation that we would have to pay. There are some changes within the

agency budgets that could have impact – the Arizona Department of Water Resources, the Commerce Authority of about $100M, and the State Aviation Fund of about $15M. So we continue to monitor and will keep Council apprised as things progressed. We don't have a full list of bills that are being introduced. **Council Member Ziegler** said she could provide a list of House bills.

EXECUTIVE SESSIONS

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

Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

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

ADJOURNMENT. ***Upon motion by Vice Mayor Post, second by Council Member McGorray, the meeting adjourned at 8:17 p.m. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on January 20, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L 1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: February 3, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Claudio Jesus Martinez on behalf of the American Diabetes Association for a special event to be held on March 1, 2015 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of the American Diabetes Association for a special event to be held on March 1, 2015 at Harley Davidson of Tucson located at 7355 N. 1-10 Eastbound Frontage Road, Tucson, Arizona 85743. The applicant has also applied for a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special event

liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Claudio Jesus Martinez on behalf of American Diabetes Association for a special event located at Harley Davidson of Tucson 7355 N. I-10 Eastbound Frontage Road, Tucson, Arizona 85743.

OPTION 2: I move to disapprove the special event liquor license application submitted by Claudio Jesus Martinez on behalf of American Diabetes Association for a special event on located at Harley Davidson of Tucson 7355 N. I-10 Eastbound Frontage Road, Tucson, Arizona 85743.

Attachments: American Diabetes Association
Description of License Type

COPY

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

FOR DLLC USE ONLY

Event date(s): _____

Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= $25.00 per day for 1-10 days (consecutive)

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: American Diabetes Association

SECTION 2 Non-Profit/IRS Tax Exempt Number: 13-162388

SECTION 3 The organization is a: (check one box only)

☒ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ☒ No

Name of Business	License Number	Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use

☐ Dispense and serve all spirituous liquors under retailer's license

☒ Dispense and serve all spirituous liquors under special event

☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Harley Davidson of Tucson

Address of Location: 7355 N I-10 EB Frontage Rd (Street) | Tucson (City) | AZ (County/State) | 85743 (Zip)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☐ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Martinez (Last) Claudio (First) Jesus (Middle) [redacted] (Date of Birth)

2. Applicant's mailing address: 180 W. Loma St. (Street) Nogales (City) AZ (State) 85621 (Zip)

3. Applicant's home/cell phone: (520) 980-2180 Applicant's business phone: (___) SAME

4. Applicant's email address: lasvigasrest@yahoo.com

30 DEC 2014 AM10:32

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐Yes ☒No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐Yes ☐No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name American Diabetes Association Percentage 100 %.

Address 3400 E. Speedway Blvd. 108 Tucson AZ 85716
Street City State Zip

Name _____ Percentage _____

Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

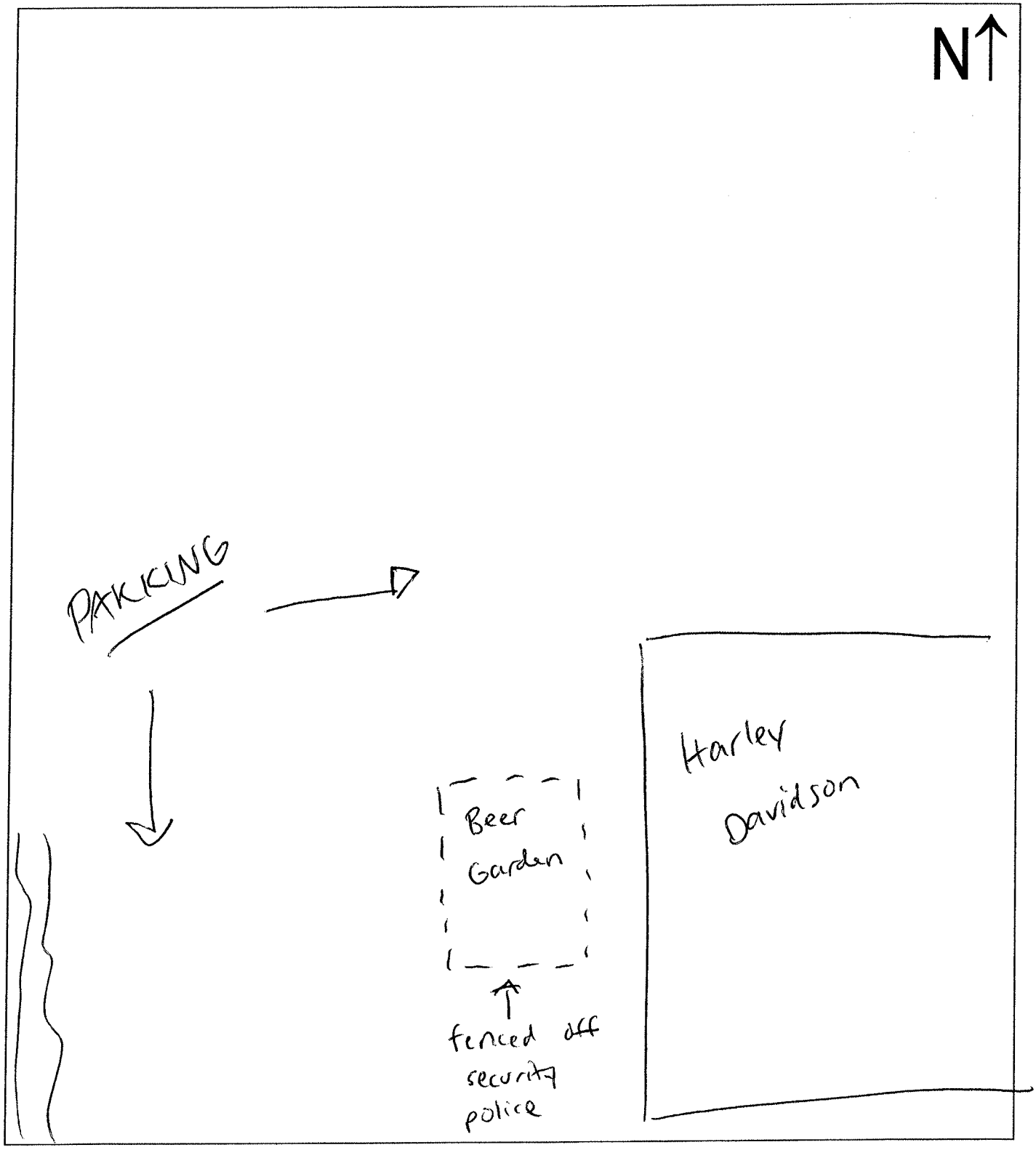
_____Number of Police 5 Number of Security Personnel ☒Fencing ☐Barriers

Explanation: Beer Garden - Only 21 and over permitted in area, all must show STATE ISSUED ID (no beer outside of area)

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	3-1-15	SUNDAY	6:45 A.M	6:00 P.M
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Briana Marie Biondo (Print full name) declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X _____ (Signature) | Special Events Manager (Title/ Position) | 12/29/14 (Date) | 520-795-3711 (Phone #)

The foregoing instrument was acknowledged before me this 29th (Day) December (Month) 2014 (Year)

State Arizona County of Pima

My Commission Expires On: Aug 15, 2015 (Date)

CAROL HUBBARD
Notary Public, State of Arizona
Pima County
My Commission Expires
August 15, 2015

Carol Hubbard
Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Claudio Jesus Martinez (Print full name) declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X _____ (Signature) | Owner (Title/ Position) | 12-20-14 (Date) | 520-980-2180 (Phone #)

The foregoing instrument was acknowledged before me this 20th. (Day) 12. (Month) 2014 (Year)

State ARIZONA County of SANTA CRUZ

My Commission Expires On: 05-14-2018 (Date)

Raul Y. Castillo
Notary Public
Santa Cruz County, Arizona
My Comm. Expires 05-14-18

_____
Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ (government official) _____ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

on behalf of _____ (City, Town, County), _____ (Signature), _____ (Date), _____ (Phone)

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

TOWN OF MARANA
11555 WEST CIVIC CENTER DRIVE
MARANA AZ 85653

Payee: TOUR DE CURE
Date: 12/30/2014 Time: 10:28am
Receipt Number: DSVCS/ 30699
Clerk: ANDREAS

HILARY

ITEM	REFERENCE	AMOUNT
32025		
Special Events		25.00
	Total:	25.00
Credi	182871	25.00
	Change:	0.00

TOWN OF MARANA-DSC
11555 W. CIVIC CENTER DR
MARANA AZ 85653
520-382-1930

Sale

ID: 1234
Merchant: 570102053
12/30/14 08:36:10
VISA
XXXXXXXXXXXX0892
Appr Code: 182871 InvoiceH: 3

Total: $ 25.00

Customer Copy
THANK YOU

Briana Biondo
Special Events Manager
ADA
<20 262 4884 (cell)

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

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

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L 2

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: February 3, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer of a series 9 Liquor Store liquor license submitted by Alpna Ajit Patel for Sandario Discount Market located at 13865 N. Sandario Road, Marana, Arizona 85653 (Jocelyn C. Bronson)

Discussion:

This application is for a Person Transfer of a series 9 Liquor Store liquor license at Sandario Discount Market at 13865 N. Sandario Road, Marana, Arizona 85653.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of the application for a Person Transfer of a series 9 Liquor Store liquor license submitted by Alpna Ajit Patel for Sandario Discount Market located at 13865 N. Sandario Road, Marana, Arizona 85653.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of the application for a Person Transfer of a series 9 Liquor Store liquor license submitted by Alpna Ajit Patel for Sandario Discount Market located at 13865 N. Sandario Road, Marana, Arizona 85653.

Attachments: Redacted Application
Local Governing Body Recommendation
Affidavit of Posting
Description of License Type

'14 DEC 30 Liq. Lic. PM 3:37

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

RECEIVED
JAN 02 2014
Town of Marana
Clerk's Office

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): 09100273 N/A

1. Type of License(s): #9 - LIQUOR STORE N/A
2. Total fees attached: $ 288.00 (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 P1073015

1. Owner/Agent's Name: (Mr. / Ms.) PATEL (Last) ALPNA (First) AJIT (Middle)
   (Insert one name ONLY to appear on license)
2. Corp./Partnership/L.L.C.: MDHDDS, LLC B1053746
   (Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: SANDARIO DISCOUNT MARKET
   (Exactly as it appears on the exterior of premises)
4. Principal Street Location: 13865 N. SANDARIO RD. MARANA (City) PIMA (County) 85653 (Zip) B16088098
   (Do not use PO Box Number)
5. Business Phone: (520) 682-3604 Daytime Phone: (520) 440-4652 Email: MDHDDSP@GMAIL.COM
6. Is the business located within the incorporated limits of the above city or town? ☒ YES ☐ NO
7. Mailing Address: 13865 N. SANDARIO RD. (City) MARANA (State) AZ (Zip) 85653
8. Price paid for license only bar, beer and wine, or liquor store: Type #9 $ 100,000.00 Type N/A $ N/A

DEPARTMENT USE ONLY

Fees: $100.00 Application; $100.00 Interim Permit; — Site Inspection; $88.00 Finger Prints; $ 288.00 TOTAL OF ALL FEES

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

Accepted by: DW Date: 12/30/14 Lic. # 09100273

1/7/2013

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

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. 09100273
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? N/A

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

I, Rena Houn Hak, 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)

X _____
(Signature)

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 29th day of Dec., 2014
Day Month Year

_____
(Signature of NOTARY PUBLIC)

My commission expires on: June 5, 2017

Notary Public State of Arizona
Pima County
Kevin A Kramber
My Commission Expires 06/05/2017

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 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
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

RECEIVED DEC 30 2014 11:44 AM
CITY CLERK PIMA COUNTY

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 $22 PROCESSING FEE FOR EACH CARD.

'14 DEC 30 L14:L

☐ 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.: MDHDDS, LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)

2. Date Incorporated/Organized: 10/17/2014 State where Incorporated/Organized: ARIZONA

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: L-1959343-0 Date authorized to do business in AZ: 10/20/2014

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
PATEL	ALPNA	AJIT	mem.	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743
PATEL	JAYDUTT	VINUBHAI	mem.	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743
PATEL	PRAGNABEN	JAYDUTT	mem.	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743
PATEL	AJIT	VINUBHAI	mem.	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743

(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
PATEL	ALPNA	AJIT	25%	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743
PATEL	JAYDUTT	VINUBHAI	25%	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743
PATEL	PRAGNABEN	JAYDUTT	25%	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743
PATEL	AJIT	VINUBHAI	25%	8520 N. IRONWOOD RESERVE WAY	TUCSON, AZ 85743

(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 $22 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: Hak Phena Hour Entity: Agent (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: Sanjario Discount Market, Inc. (Exactly as it appears on license)
3. Current Business Name: Sanjario Discount Market (Exactly as it appears on license)
4. Physical Street Location of Business: Street 13865 N. Sanjario Rd.
   City, State, Zip Marana, Az 85653
5. License Type: #9 - Liquor Store License Number: 09100273
6. If more than one license to be transfered: License Type: N/A License Number: N/A
7. Current Mailing Address: (Other than business) Street 4845 N. Sun Copper Ct.
   City, State, Zip Tucson, Az 85745
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, Phena Hour Hak (print full name), hereby authorize the department to process this application to transfer the 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, Phena Hour Hak (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER 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 Arizona County of Pima

The foregoing instrument was acknowledged before me this 29th Day DEC. Month 2014 Year

(Signature of NOTARY PUBLIC)

My commission expires on: May 5, 2017

Notary Public State of Arizona
Pima County
Kevin A Kramber
My Commission Expires 06/05/2017

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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

1. Current Business: (Exactly as it appears on license) Name _____
   Address _____
2. New Business: (Physical Street Location) Name _____
   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? _____

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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) horizonal 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: 1.0 mi ft. Name of school MARJORIE W. ESTES ELEMENTARY
   Address 11279 W. GRIER RD. MARANA, AZ 85653
   City, State, Zip
2. Distance to nearest church: .3 mi. ft. Name of church MARANA COMMUNITY CHRISTIAN
   Address 13610 N. SANDARIO RD. MARANA, AZ 85653
   City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name MAHDEVS, LLC
   Address 8520 N. IRONWOOD RESERVE WAY TUCSON, AZ 85743
   City, State, Zip
4a. Monthly rental/lease rate $ 8,000.00 What is the remaining length of the lease 5 yrs. 0 mos.
4b. What is the penalty if the lease is not fulfilled? $ 0 or other LANDLORD REPOSSESION
   (give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? $ 100,000.00
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
SANDARIO DISCOUNT MARKET, INC.			$100,000.00	4845 N. SUN COPPER CT.	TUCSON, AZ	85745

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? C-STORE / MARKET

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 # 09100273 (exactly as it appears on license) Name Phena Hour Mak

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:

_____ and license #: _____
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? N/A
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.

AP
applicants initials

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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.

See Attached Diagram

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SECTION 16 Signature Block

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

X A Patel
(signature of applicant listed in Section 4, Question 1)

Notary Public State of Arizona
Pima County
Kevin A Kramber
My Commission Expires 06/05/2017

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this
1st Day of December Month, 2014 Year

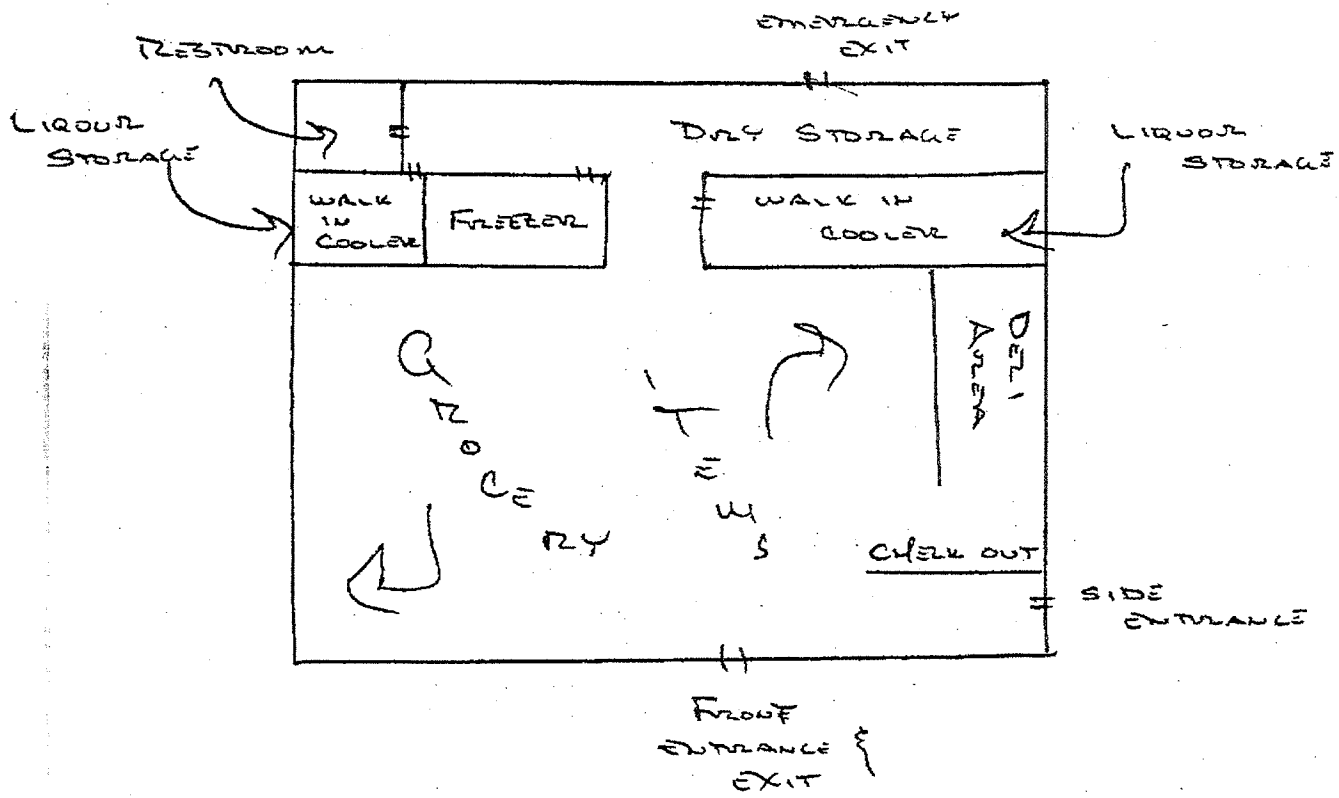
My commission expires on June 5, 2017
Day Month Year

signature of NOTARY PUBLIC

SECTION 15 CONT.

"SANTARIO DISCOUNT MARKET"

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC. 5,000 SQ. FT.



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Print Form

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF Marana STATE APPLICATION # 09100273

COUNTY OF Pima, ARIZONA. CITY/TOWN/COUNTY # _____

ORDER # LL2015-01.

At a Regular (Regular or Special) meeting of the Marana Town Council (Governing Body) of the City/Town/County of Marana held on the 3rd (Day) day of February (Month), 2015 (Year) the application of Alpna Ajit Patel for a license to sell spirituous liquors at the premises described in Application # 09100273, License Class Series 9 was considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Alpna Ajit Patel for Sandario Discount Market is hereby recommended for Approval (approval/disapproval) a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

_____ CITY/TOWN/COUNTY CLERK

DATED AT Marana, Arizona

This 3rd (Day) day of February (Month). 2015 (Year)

* Disabled individuals requiring special accommodations please call the Department

lic 1007 05/2009

Print Form

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: January 6, 2015 Date of Posting Removal: 01/26/2015

Applicant Name: Patel (Last) Alpna (First) Ajit (Middle)

Business Address: 13865 N. Sandario Road (Street) Marana (City) 85653 (Zip)

License #: 09100273

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.

ELTON BURNS JR Housing Spec 520 990 2496
Print Name of City/County Official | Title | Telephone #

Elton E Burns JR
Signature

1/7/2015
Date Signed

Return this affidavit with your recommendation (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.

Individuals requiring special accommodations please call (602) 542-9027

Lic0119 4/2009

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 1

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: February 3, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2015.006: Relating to Parks and Recreation; amending Marana Town Code Chapter 13-1 (Parks and Recreation Regulations); amending Section 13-1-2 (Intoxicants and disturbing the peace) by renaming it as "Spirituous liquor prohibited; permits; exception; definitions" and rewriting it in its entirety; amending Section 13-1-3 (Use and occupancy rules and regulations) regarding possession of glass containers; amending Section 13-1-4 (Violations and penalties); and designating an effective date (Jane Fairall)

Discussion:

The proposed ordinance will make a number of substantive changes to Chapter 13-1 of the Town Code regarding Parks and Recreation Regulations. Below is a summary of proposed changes.

- Current provision: Possession and consumption of alcohol in Town parks is prohibited, but beer is allowed with a permit from the Town
  - Proposed revision: Allow possession and consumption of wine in Town parks as well, with a permit
- Current provision: Contains a provision prohibiting disturbing the peace in Town parks
  - Proposed revision: Delete this provision as state law already prohibits disturbing the peace and disorderly conduct and the Town Code provision is superfluous
- Current provision: There is no exception to the prohibition on alcohol in Town parks and the requirement for a permit
  - Proposed revision: Premises or events that obtain a liquor license from the Arizona Department of Liquor Licenses and Control will not be subject to this Town Code provision; e.g.., a person will not be required to get a beer/wine permit from the Town in addition to a special event liquor license from the state liquor department
- Current provision: No glass containers are allowed in Town parks
  - Proposed revision: Allows the Parks and Recreation Director to grant an exemption

allowing glass containers when appropriate

In addition to these changes, the proposed ordinance also contains revisions to Section 13-1-4 regarding violations of the parks and recreation regulations. The proposed revisions will not substantively change the nature of these violations, but will clarify and simplify the language used to classify the offenses.

Staff Recommendation:

Staff recommends approval of the proposed revisions to Town Code Chapter 13-1.

Suggested Motion:

I move to adopt Ordinance No. 2015.006, amending Marana Town Code Chapter 13-1 regarding Parks and Recreation Regulations.

Attachments: Ordinance 2015.006

MARANA ORDINANCE NO. 2015.006

RELATING TO PARKS AND RECREATION; AMENDING MARANA TOWN CODE CHAPTER 13-1 (PARKS AND RECREATION REGULATIONS); AMENDING SECTION 13-1-2 (INTOXICANTS AND DISTURBING THE PEACE) BY RENAMING IT AS "SPIRITUOUS LIQUOR PROHIBITED; PERMITS; EXCEPTION; DEFINITIONS" AND REWRITING IT IN ITS ENTIRETY; AMENDING SECTION 13-1-3 (USE AND OCCUPANCY RULES AND REGULATIONS) REGARDING POSSESSION OF GLASS CONTAINERS; AMENDING SECTION 13-1-4 (VIOLATIONS AND PENALTIES); AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to control the property of the Town; to make, amend or repeal all ordinances necessary or proper for the carrying into effect of the powers vested in the Town; and to enforce the observance and punish violations of such ordinances; and

WHEREAS the Town Council finds that the regulations established by this ordinance are necessary for the public health, safety and general welfare of the Town of Marana.

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

SECTION 1. Existing section 13-1-2 of the Marana Town Code is hereby deleted in its entirety and replaced with new section 13-1-2, as follows:

13-1-2 Spirituous liquor prohibited; permits; exception; definitions

A. It shall be unlawful for any person to consume or have in his possession any spirituous liquor in a town park, including any parkway, trail, recreational area, playground, mountain park, open space area or mountain preserve area or any parking lot or driveway associated with the foregoing, except as provided in paragraph B of this section.

B. The parks and recreation director is empowered to issue permits authorizing the consumption and possession of beer and wine in a park and to adopt rules and procedures for the issuance of such permits.

C. A person who has obtained a permit pursuant to paragraph B of this section shall display the permit upon request. The permit holder and all persons covered by the permit shall abide by the terms and conditions of use set forth in the permit. The permit may be revoked for failure to comply with the terms and conditions.

D. This section shall not apply to premises or events for which a liquor license has been issued pursuant to title 4, Arizona revised statutes.

E. For purposes of this chapter, the following definitions shall apply:

1. "Beer" means any beverage obtained by the alcoholic fermentation, infusion or decoction of barley malt, hops, or other ingredients not drinkable, or any combination of them.

2. "Spirituous liquor" means alcohol, brandy, whiskey, rum, tequila, mescal, gin, wine, porter, ale, beer, any malt liquor or malt beverage, absinthe, a compound or mixture of any of them or of any of them with any vegetable or other substance, alcohol bitters, bitters containing alcohol, any liquid mixture or preparation, whether patented or otherwise, which produces intoxication, fruits preserved in ardent spirits, and beverages containing more than one-half of one per cent of alcohol by volume.

3. "Wine" means the product obtained by the fermentation of grapes or other agricultural products containing natural or added sugar or any such alcoholic beverage fortified with grape brandy and containing not more than twenty-four per cent of alcohol by volume.

SECTION 2. Marana Town Code section 13-1-3 (Use and occupancy rules and regulations) is hereby amended as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

13-1-3 Use and occupancy rules and regulations

A. It is unlawful in any town park to:

[Subparagraphs 1 through 14 remain unchanged]

15. Possess glass containers~~.~~, except that the parks and recreation director is empowered to issue an exemption authorizing the possession of glass containers and to adopt rules and procedures for the issuance of such exemptions. The person issued the exemption and all persons covered by the exemption shall abide by any terms and conditions regarding the exemption. The exemption may be revoked for failure to comply with the terms and conditions.

[Subparagraphs 16 and 17 and paragraph B remain unchanged]

SECTION 3. Marana Town Code section 13-1-4 (Violations and penalties) is hereby amended as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

13-1-4 Violations; classification ~~and penalties~~

A. Except as provided in paragraph B of this section, any violation of this chapter ~~a person or corporation who violates any of the foregoing rules and regulations~~ is ~~guilty of~~ a class 1 misdemeanor~~, punishable by a maximum fine of $2,500, a maximum term of incarceration of six months, and a maximum length of probation of three years~~.

B. ~~A person or corporation who violates~~ Any violation of section 13-1-3A.16 is ~~guilty of~~ a class 2 misdemeanor~~, punishable by a maximum fine of $750, a maximum term of incarceration of four months, and a maximum length of probation of two years~~.

SECTION 4. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 5. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7. This ordinance shall become effective on the thirty-first day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of February, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D 1

To: Mayor and Council

Submitted For: John Kmiec, Utilities Director

From: John Kmiec, Utilities Director

Date: February 3, 2015

Strategic Plan Focus Area:
Community

Subject: Relating to Utilities; update and discussion regarding progress on the design and construction of the Marana Water Reclamation Effluent Recharge Project and request for approval of the necessary funding to complete construction of the project (John Kmiec)

Discussion:

Upon acquisition of the wastewater facility, the Marana Utilities Department began to explore the feasibility of creating a constructed effluent recharge facility adjacent to the Marana Water Reclamation Facility. This constructed effluent recharge facility will increase the water resource portfolio for the Town of Marana.

Starting in December 2013, a recharge feasibility study and the construction of groundwater monitoring wells assisted in identifying the parcel east of the wastewater plant as conducive for a constructed effluent recharge facility. The Utilities Department in the Spring of 2014 began a solicitation process for professional engineering services to assist the Town in developing a phased master plan for a constructed effluent recharge facility to coincide with the anticipated growth of the Marana Water Reclamation Facility.

Over the last several months, Town staff and our contracted engineering services firm, HDR, Inc., have held multiple workshops, site visits with other communities, and conceptual plan reviews for the development of a site master plan. The site master plan has identified a multi-phased approach for the development of the property. This initial phase of construction will be able to accommodate 1.5million gallons per day from the adjacent Marana Water Reclamation Facility. Besides the constructed recharge facility, the master plan includes the development concepts of a future public park amenity around the recharge facility.

Marana's constructed effluent recharge facility will be an engineered project that will include three groundwater recharge basins. These basins will allow the effluent generated by our adjacent reclamation facility to percolate into the aquifer for groundwater resource credits.

Staff will present the process and design concepts to date, as well as financial requirements necessary to complete the water resource related elements of the project. The target date for final construction of the project is the Spring/Summer of 2016.

Financial Impact:

Fiscal Year:	2015	2016
Budgeted Y/N:	Y	Y
Amount:	$1.1M	$600K

Council originally adopted $1.1M in the FY15 capital budget, and also approved $1.3M in the Renewable Resource impact fee collections (adopted FY15) that would contribute to this project. The most recent construction estimate from our consultant is $1.7M for FY15 and FY16 combined. The increase is based on a change in estimated excavation costs and larger infrastructure for future expansion. The additional costs will require the utilization of approximately $400,000 of pre-2014 Gravity Storage and Renewable Resource fees to complete all project elements associated with the constructed effluent recharge. The additional costs will be included in the overall project budget for fiscal year 2016.

Staff Recommendation:

Staff is recommending the funding authority and construction of the Phase I elements (capacity for 1.5 million gallons per day of groundwater recharge) related to the constructed effluent recharge facility for the accrual of water storage credits. These credits contribute to the water resource portfolio of the Town of Marana.

Suggested Motion:

I move to approve the necessary funding from the current and past renewable resource fees to complete the construction of the Marana Water Reclamation Effluent Recharge Project.

Attachments: Presentation, Marana Recharge

Marana WRF Effluent Recharge Project

Marana Town Council
February 3, 2015

John Kmiec
Marana Utilities Department

Project Goals

Primary

- Optimize use of effluent to meet water resource needs by 2016

Secondary

- Identify appropriate public amenities to co-locate with effluent recharge project
- Construct an environment consistent with surrounding natural resources

Scope

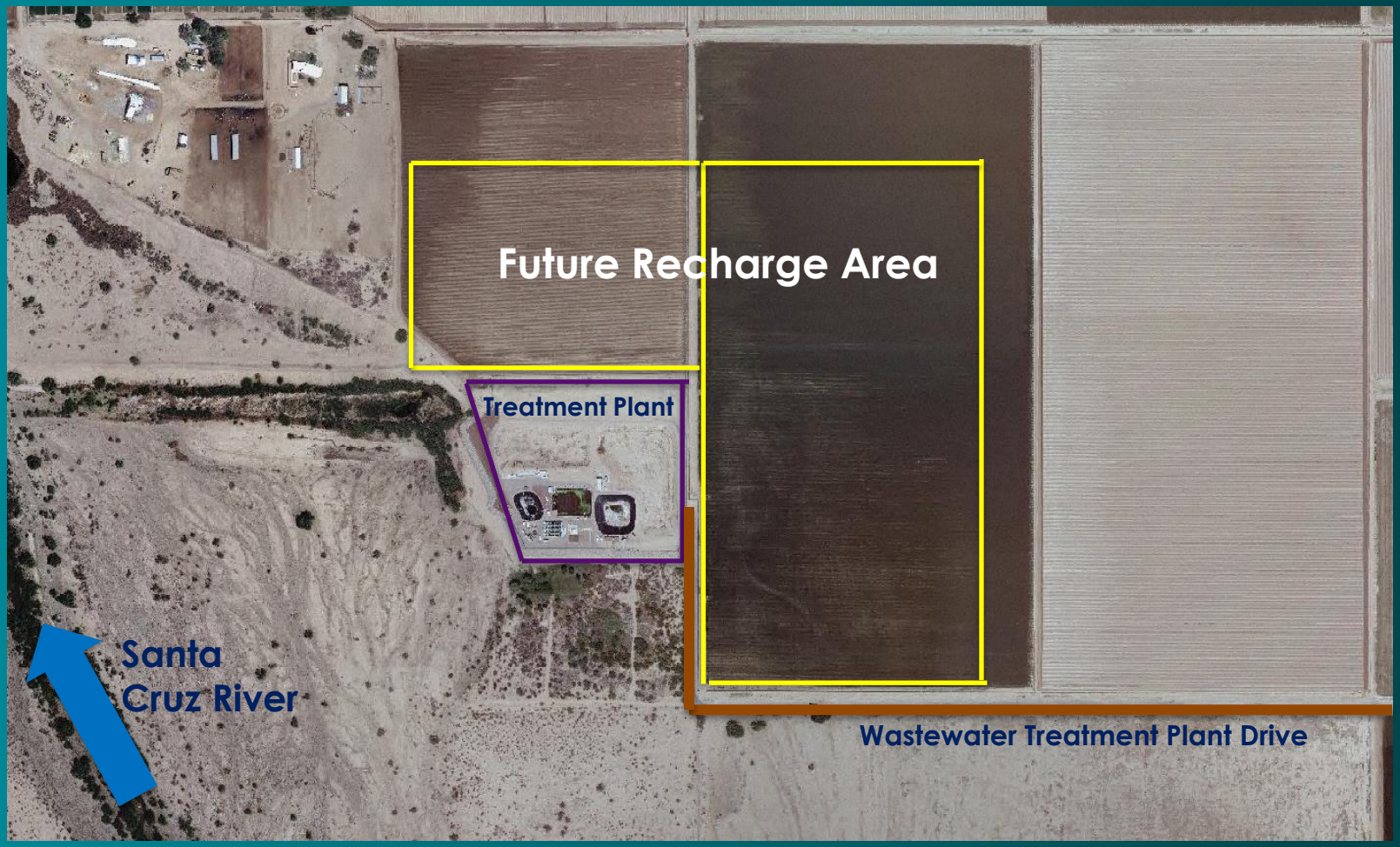
- Scope of Master Plan
  - Review and select appropriate recharge technology
  - Engage subject matter experts to address appropriate amenities and natural elements: 3 workshops (including tour of similar existing projects)
  - Prepare Basis of Design Report (BODR) including cost opinion
- Engineer, Design and Permit to meet Primary Goal
  - Phased approach for near-term (1.5 MGD) vs. long-term (3.5 MGD) capacity needs

Recharge Method

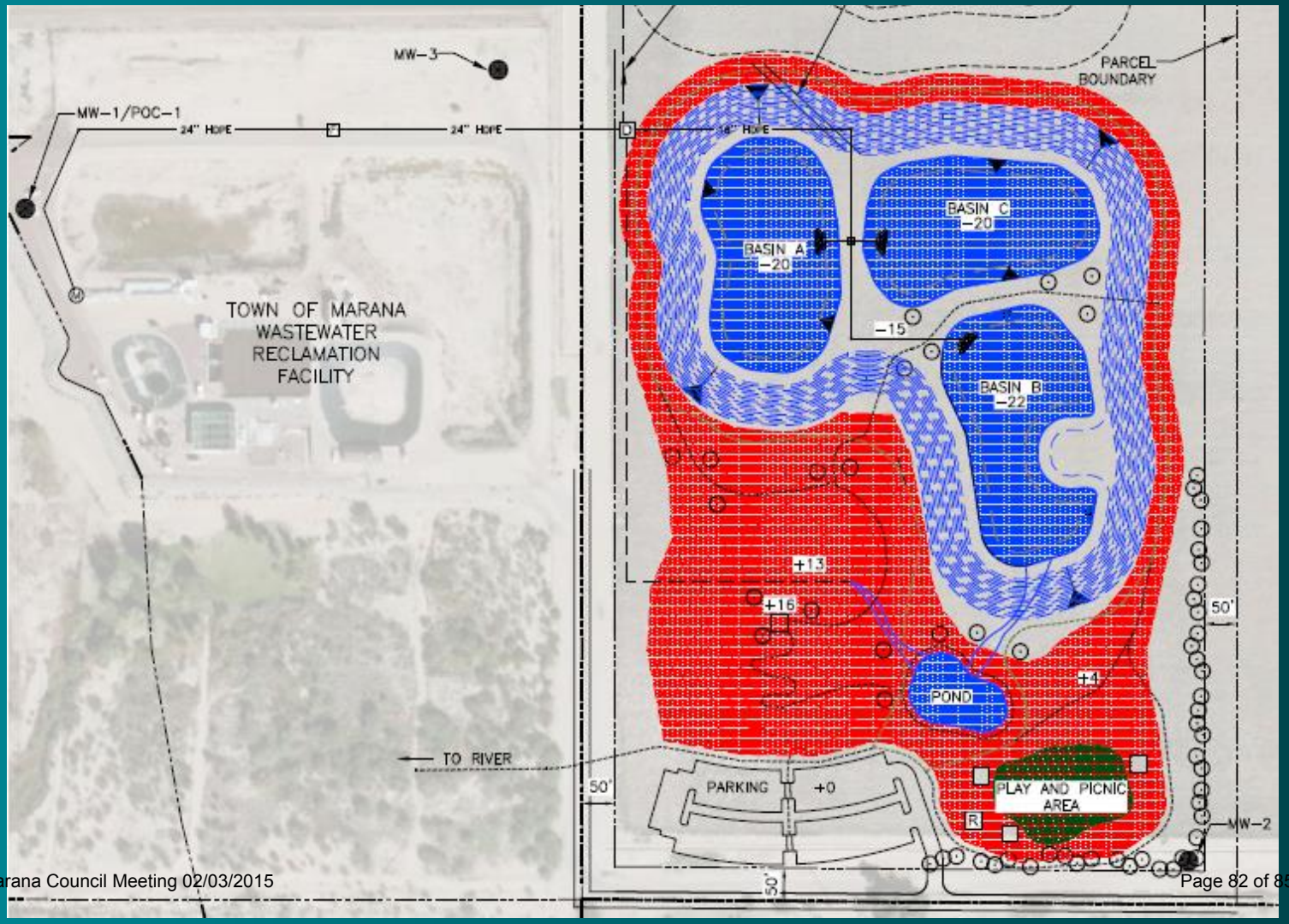
- Deep basins
  - Maximize infiltration (based on hydrogeology)
  - Allow gravity feed from WRF discharge point
  - Cost effective O&M for current phase and expanded phase.



Site Map


Future Recharge Area
Treatment Plant
Santa Cruz River
Wastewater Treatment Plant Drive

Design: Phase I



Permanent Water Resources

Water Type	2016 Ac-Ft per year *(estimate)*	Future Ac-ft per year (1.5 MGD effluent recharge max)
Current CAP Allocation	1528	1528
NIA CAP Allocation		515
Ina Road Effluent	*40*	*40*
Effluent Recharge (Marana WRF)	*350*	*1680*
Totals	**1918**	**3763**

Budget and Schedule

- Initial Construction Funding: $1.3M
- Revised construction estimate: $1.7M
- Needed: ~ $400K additional for completion of 1.5 MGD constructed recharge facility. (Funding source: Pre-2014 water resource impact fee.)
- Schedule: complete by Spring/Summer 2016


MARANA
UTILITIES DEPARTMENT