Amended at 4:17 P.M. October 5, 2015

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 6, 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 October 6, 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.maranaaz.gov, 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.maranaaz.gov 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

CONSENT AGENDA

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

C1 Resolution No. 2015-104: Relating to Public Works; approving and authorizing the Mayor to sign a release of deed of trust in connection with a public improvement participation agreement for the construction of a right turn lane for the Tangerine Ridge development project as part of the Tangerine Road--Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive public works project (Frank Cassidy)

C2 Resolution No. 2015-105: Relating to Development; approving and authorizing the Mayor or the Town Manager to execute all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the Saguaro Bloom (formerly Saguaro Springs) project from and by Grayhawk Development and its related entities to and by D.R. Horton and its related entities; and ratifying the "Assignment and Assumption of Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project" previously signed by the Town Manager (Frank Cassidy)

C3 Approval of September 15, 2015 Study Session Meeting and Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 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 Hogtoberfest to be held on October 31, 2015 (Jocelyn C. Bronson)

L2 Relating to Liquor Licenses; recommendation to the Arizona state liquor board regarding an application to add sampling privileges to the existing liquor license at Wal-Mart Supercenter #5031 located at 8280 N. Cortaro Road, Marana, Arizona 85743 (Jocelyn C. Bronson)

L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new Series #10 Beer and Wine Store liquor license application submitted by Heather Anne Hendon on behalf of Jacksons #813, located at 13960 N. Sandario Road, Marana, Arizona 85653 (Jocelyn C. Bronson)

L4 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 #9 Liquor Store liquor license submitted by Jason Barclay Morris on behalf of CVS/Pharmacy #9273 located at 3785 W. Ina Road, Tucson, Arizona 85741 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2015-106: Relating to Community Development; approving and authorizing the Town Manager to execute one or more quit claim deeds in favor of Habitat for Humanity Tucson for Lot 49 of Honea Heights subdivision and Lots 1 and 4 and Parcel A of Sydney Place subdivision to be used for affordable workforce housing (Lisa Shafer)

A2 Resolution No. 2015-107: Relating to Utilities; Authorizing the Town Manager and staff to take all necessary and appropriate steps for the Town of Marana to receive from Avra Water Co-op, Inc. a conveyance of rights and assumption of obligations of Central Arizona Project Municipal and Industrial Water Service Subcontract; approving a draft form of conveyance agreement; and authorizing the Mayor to sign the conveyance agreement and all necessary Central Arizona Water Conservation District subcontract documentation at the conclusion of the approval process (John Kmiec)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Resolution No. 2015-108: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2015 and 2016 El Tour de Tucson events; and approving the transfer of a total of $10,000 in budgeted expenditure authority from the Economic Development, Tourism, and Parks and Recreation budgets to the General Governments Outside Agencies line item for purposes of funding the agreement for fiscal year 2016 (Tom Ellis)

D2 Resolution No. 2015-109: Relating to Administration; transferring $250,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within various Town departments in the fiscal year 2014-2015 budget for unanticipated costs; reallocating $377,060 in expenditure authority between certain departments in the fiscal year 2014-2015 budget due to a reorganization (Erik Montague)

D3 Relating to Administration; presentation regarding Local Option #A of the Model City Tax Code (Erik Montague)

D4 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.

E1 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.

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(7), for discussion and consultation with the Town's representatives and attorneys to consider the Town's position and instruct its representatives and attorneys regarding negotiations with the Arizona State Land Department concerning the current lease and possible future auction of the Tortolita Preserve.

E3 *Executive session pursuant to A.R.S. § 38-431.03(A)(4) in order to consider the Town's position and instruct the Town's attorneys regarding the Town's position regarding the anticipated Carranza sewer connection claim for the home located at 8755 North Biscay Place in Continental Ranch.*

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 C1

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 6, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-104: Relating to Public Works; approving and authorizing the Mayor to sign a release of deed of trust in connection with a public improvement participation agreement for the construction of a right turn lane for the Tangerine Ridge development project as part of the Tangerine Road--Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive public works project (Frank Cassidy)

Discussion:

The Tangerine Ridge development project is located on the south side of Tangerine Road, adjacent to the Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive public works project. The developer of Tangerine Ridge is a trust whose beneficiary is Sharpe & Associates. The Town and the developer of Tangerine Ridge entered into a public improvement participation agreement (approved by Marana Resolution No. 2014-075) for the Town to construct a right turn lane for the Tangerine Ridge development project as part of the Tangerine Road public works project. To secure its financial obligations under the public improvement participation agreement, the developer recorded a deed of trust in the amount of $75,000 against the Tangerine Ridge property.

The developer is now negotiating the sale of the Tangerine Ridge property, and has requested the option of replacing the deed of trust with $75,000 cash, so that the deed of trust can be removed from title. Cash is better security than a deed of trust.

If approved, this resolution will authorize the Mayor to sign and deliver into escrow a release in a form approved by the Town Attorney, releasing the deed of trust securing the developer's obligations under the Tangerine Ridge public improvement participation agreement, with instructions that the release be recorded upon delivery of $75,000 in cash to the order of the Town. The resolution also provides for the $75,000 to be held by the Town as security for the developer’s obligations under the public improvement participation agreement, with any balance

remaining after the developer's obligations are satisfied being returned to or as directed in writing by the developer.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-104, authorizing the Mayor to sign a release of the deed of trust securing the developer's obligations under the Tangerine Ridge public improvement participation agreement.

Suggested Motion:

I move to adopt Resolution 2015-104, authorizing the Mayor to sign a release of the deed of trust securing the developer's obligations under the Tangerine Ridge public improvement participation agreement.

Attachments: Resolution No. 2015-104

MARANA RESOLUTION NO. 2015-104

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A RELEASE OF DEED OF TRUST IN CONNECTION WITH A PUBLIC IMPROVEMENT PARTICIPATION AGREEMENT FOR THE CONSTRUCTION OF A RIGHT TURN LANE FOR THE TANGERINE RIDGE DEVELOPMENT PROJECT AS PART OF THE TANGERINE ROAD—DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD TO LA CAÑADA DRIVE PUBLIC WORKS PROJECT

WHEREAS the Town and the developer of the Tangerine Ridge development project, which lies adjacent to the Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive public works project, entered into a public improvement participation agreement (Marana Resolution No. 2014-075) for the Town to construct a right turn lane for the Tangerine Ridge development project as part of the Tangerine Road public works project; and

WHEREAS the developer recorded a deed of trust in the amount of $75,000 against the Tangerine Ridge property, to secure the developer's financial obligations under the public improvement participation agreement; and

WHEREAS the developer has requested the option of replacing the deed of trust with $75,000 cash, to remove the deed of trust from title to the Tangerine Ridge property in the event of sale to a third party; and

WHEREAS the Mayor and Council of the Town of Marana find that cash is better security than a deed of trust for purposes of securing the developer's financial obligations to the Town under the public improvement participation agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Mayor is hereby authorized to sign and deliver into escrow a release in a form approved by the Town Attorney, releasing the deed of trust recorded in the office of the Recorder of Pima County, Arizona, on August 6, 2014, at Sequence 20142180068, with instructions that the release be recorded upon delivery of $75,000 in cash to the order of the Town.

IT IS FURTHER RESOLVED that the $75,000 shall be held by the Town as security for the developer's obligations under the public improvement participation agreement, and any balance remaining after the developer's obligations are satisfied shall be returned to or as directed in writing by the developer.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of October, 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 C2

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 6, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-105: Relating to Development; approving and authorizing the Mayor or the Town Manager to execute all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the Saguaro Bloom (formerly Saguaro Springs) project from and by Grayhawk Development and its related entities to and by D.R. Horton and its related entities; and ratifying the "Assignment and Assumption of Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project" previously signed by the Town Manager (Frank Cassidy)

Discussion:

Grayhawk and its related entities sold D.R. Horton all remaining undeveloped land in the Saguaro Bloom (formerly Saguaro Springs) development project on September 18. This resolution ratifies the Town Manager's authority to sign the Town's approval of the assignment of developer's rights and responsibilities under the Saguaro Bloom water service agreement, and authorizes the Town Manager and the Mayor to sign any other documentation evidencing the Town's approval of the assignment of rights to D.R. Horton. A copy of the water service agreement assignment is included with the backup materials.

Staff Recommendation:

Town staff recommends adoption of Resolution 2015-105, ratifying and approving the assignment to D.R. Horton of all developer rights and responsibilities for the Saguaro Bloom development project.

Suggested Motion:

I move to adopt Resolution 2015-105, ratifying and approving the assignment to D.R. Horton of all developer rights and responsibilities for the Saguaro Bloom development project.

Attachments: Resolution No. 2015-105
WSA_assignment

MARANA RESOLUTION NO. 2015-105

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR OR THE TOWN MANAGER TO EXECUTE ALL LEGAL INSTRUMENTS NECESSARY OR PRUDENT TO DOCUMENT, AUTHORIZE, AND CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF DEVELOPER RIGHTS, TITLE, INTEREST, AND RESPONSIBILITIES RELATING TO THE SAGUARO BLOOM (FORMERLY SAGUARO SPRINGS) PROJECT FROM AND BY GRAYHAWK DEVELOPMENT AND ITS RELATED ENTITIES TO AND BY D.R. HORTON AND ITS RELATED ENTITIES; AND RATIFYING THE "ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES AND PROVISION OF WATER UTILITY SERVICE FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT" PREVIOUSLY SIGNED BY THE TOWN MANAGER

WHEREAS the Saguaro Bloom development project covers the geographic area depicted in the subdivision plat Saguaro Springs Blocks 1 thru 10 & A thru D and Lots 1 thru 9 & A and B, recorded in the office of the Recorder of Pima County, Arizona, at Book 58 of Maps and Plats, Page 23; and

WHEREAS Grayhawk Development, Inc., an Arizona corporation, and its related entities, MARANA LAND HOLDINGS, LLC, an Arizona limited liability company, and MARANA 670 HOLDINGS, LLC, an Arizona limited liability company, (all of which are collectively referred to in this resolution as "Grayhawk") was the master developer of the Saguaro Bloom development project; and

WHEREAS, on or about September 18, Grayhawk sold its remaining right, title, and interest in and to the Saguaro Bloom development project to D.R. Horton, Inc., a Delaware corporation, and its related entities (all of which are collectively referred to in this resolution as "D.R. Horton"); and

WHEREAS, to accommodate the prompt sale of the remaining undeveloped portion of the Saguaro Bloom development project, the Town Manager signed the approval block on behalf of the Town in the instrument entitled "Assignment and Assumption of Amended and Restated Agreement for Construction of Water Facilities and Provision of Water Utility Service for the Saguaro Bloom Development Project" (the "WSA Assignment"); and

WHEREAS D.R. Horton and the Town wish to ratify the Town's approval of the WSA Assignment; and

WHEREAS the Town of Marana desires to facilitate the assignment and assumption of developer rights, title, interest, and responsibilities from and by Grayhawk to and by D.R. Horton; and

WHEREAS the Mayor and Council find that this resolution is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Mayor and the Town Manager are each hereby independently authorized and directed to execute for and on behalf of the Town of Marana all legal instruments necessary or prudent to document, authorize, and consent to the assignment and assumption of developer rights, title, interest, and responsibilities relating to the Saguaro Bloom development project from and by Grayhawk to and by D.R. Horton, including without limitation any and all consents to assignment, substitutions of subdivision assurances, and estoppel certificates relating to agreements and legal instruments to which the Town is a party or has a legal interest and which are determined by the Town Attorney (as evidenced by execution of the "approved as to form" block on each legal instrument) not to materially change the rights and responsibilities of the Town of Marana.

IT IS FURTHER RESOLVED ratifying the Town's approval of the WSA Assignment previously signed by the Town Manager.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of October, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

* E RECORDING * Page 1 of 5
SEQUENCE: 20152610793
No. Pages: 5
9/18/2015 6:00 PM
F. ANN RODRIGUEZ, RECORDER
Recorded By: KES(e-recording)

First American Title

WHEN RECORDED RETURN TO:

The Lenihan Law Firm, P.C.
1050 East River Road, Suite 300
Tucson, AZ 85718
Attn: Stephen J. Lenihan

737306 69

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT FOR THE SAGUARO BLOOM DEVELOPMENT PROJECT

This Assignment and Assumption of Development Agreement for the Saguaro Bloom Development Project (the "Assignment") is made as of this 18 day of September, 2015 (the "Effective Date") by and between Marana 670 Holdings, LLC, an Arizona limited liability company ("Assignor"), Twin Peaks Development, Inc., an Arizona limited liability company ("Twin Peaks"), and D.R. Horton, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignee and Twin Peaks are parties to that certain Development Agreement for the Saguaro Bloom Development Project recorded on July 22, 2011, at Sequence 20112030004, Official Records of Pima County, Arizona (the "Development Agreement").

B. Assignor and Twin Peaks desire to assign all of their rights, title, interest, privileges, duties, obligations and liabilities as the Owner and Developer, respectively, under the Development Agreement to Assignee, and Assignee desires to accept such assignment, on the terms and conditions set forth herein.

AGREEMENTS

In consideration of the premises above and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, for themselves and their successors and assigns, agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein and in the Recitals above shall have the meanings ascribed thereto in the Development Agreement.

2. Assignment. Assignor and Twin Peaks hereby grant, transfer, convey and assign to Assignee all of Assignor's and Twin Peaks' rights, title, interest, privileges, obligations, duties and liabilities as the Owner and Developer, respectively, under the Development Agreement. Following the Effective Date, all references to the Owner or Developer in the Development Agreement shall be to Assignee.

3. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to observe and perform, as a direct obligation to the Town, all duties, obligations and liabilities of Assignor and Twin Peaks under the Development Agreement arising or occurring or to be performed on or after the Effective Date.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor and Twin Peaks for, from and against any and all actual or alleged liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or based upon Assignee's breach of any obligations or duties of the Owner or Developer under the Development Agreement from and after the Effective Date. Assignor and Twin Peaks hereby agree to indemnify, defend and hold harmless Assignee for, from and against any and all actual or alleged liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs) arising out of or based upon Assignor's or Twin Peaks' breach of any obligations or duties of the Owner or Developer under the Development Agreement prior to the Effective Date.

5. Notices. For purposes of notices under the Development Agreement, Assignee's name and address are as follows:

D.R. Horton, Inc.
3580 W. Ina Road, Suite 100
Tucson, AZ 85741
Attn: Division President

6. Further Assurances. Assignor covenants that it will, at any time and from time to time following a written request therefor, execute and deliver to Assignee any additional or confirmatory instruments and take such further acts (including, without limitation, sending notices of this Assignment to the Association) as Assignee may reasonably request to evidence fully the assignment contained herein, so long as such instruments do not impose personal liability on Assignor.

7. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which when taken together shall constitute one and the same instrument.

10. Attorneys' Fees. Should any litigation or administrative proceeding be commenced between the parties hereto concerning this Assignment, or the rights and duties of either party in relation thereto, the prevailing party in such litigation or proceeding, shall be entitled, in addition to such other relief as may be granted, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding.

11. Construction of Agreement. The provisions of this Assignment shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

Marana 670 Holdings, LLC,
an Arizona limited liability company

By: Twin Peaks Development, Inc.,
an Arizona corporation, Sole Member

By: _____
Brian Baehr, Vice President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18 day of September, 2015, by Brian Baehr, Vice President of Twin Peaks Development, Inc., an Arizona corporation, Sole Member of Marana 670 Holdings, LLC, an Arizona limited liability company, on behalf of such entities.

_____
Notary Public

THOMAS P. ANZALDUA
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Nov. 25, 2018

My Commission Expires:

11/25/18

TWIN PEAKS:

Twin Peaks Development, Inc.,
an Arizona corporation

By: _____
Brian Baehr, Vice President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 18 day of September, 2015, by Brian Baehr, Vice President of Twin Peaks Development, Inc., an Arizona corporation, on behalf of such entity.

_____
Notary Public

THOMAS P. ANZALDUA
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Nov. 25, 2018

My Commission Expires:

11/25/18

ASSIGNEE:

D.R. Horton, Inc.,
a Delaware corporation

By: Holly R. James
Its: VICE PRESIDENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of September, 2015, by Holly R. James, Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf thereof.

E Van Aardt
Notary Public

My Commission Expires:

Oct 7, 2017



CONSENT

The undersigned hereby consent to the foregoing Assignment.

Town of Marana, an
Arizona municipal corporation

By: _____
Gilbert Davidson, Town Manager

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

APPROVED AS TO CONTENT:

_____
John Kmiec, Water Director

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 21 day of September, 2015, by Gilbert Davidson, Town Manager of the Town of Marana, an Arizona municipal corporation, on behalf thereof.

_____
Notary Public

My Commission Expires:

March 17, 2016

NOTARY PUBLIC
STATE OF ARIZONA
County of Pima
DIANE MANGIALARDI
My Commission Expires
March 17, 2016

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C3

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 6, 2015

Subject: Approval of September 15, 2015 Study Session Meeting and Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments: Draft Study Session Meeting Minutes 09-15-2015
Draft Regular Council Meeting Minutes 09-15-2015

STUDY SESSION
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 15, 2015, at or after 6:00 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

STUDY SESSION

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:02 p.m. **Town Clerk Bronson** called roll. **Council Member Ziegler** was excused. There was a quorum present.

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE. Postponed until the regular meeting.

APPROVAL OF AGENDA. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 6-0.***

CALL TO THE PUBLIC. No speaker cards were presented.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Development; presenting and discussing a three-dimensional virtual flyover of future Marana Main Street for possible use as a tool to facilitate downtown Marana development. Presented by **Ryan Mahoney,** noted that the video is a compilation of three different specific plans. The scoping went from Sandario Road, through Marana Main Street and what is currently the cotton field still in production, Barrios de Marana, then across Grier Road to Rancho Marana West Towne Center. These are all specific plans. Also used was information and exhibits from Swaback & Associates with some interesting imagery. The architect used a lot of the entitlements, words on the page and two-dimensional images and translated all of that into the 3-D rendering. Ryan anticipates that this is really the start of a conversation for Marana Main Street. When the architect came up with some of the renderings, we ultimately had to choose

colors on the buildings, a palette of landscaping, pedestrian amenities and some park areas. These aren't necessarily going to be in those exact locations. Ryan did get some reactions and a lot of positive feedback from staff and the department heads when he showed the video. It's about generating a conversation.

The first image starts at the entrance which is just south of the new McDonald's, and goes southeast, then basically turns around and comes back. After the video, Council comments were varied. **Council Member Bowen** said it was a very nice presentation and would get people thinking. He understands that how things will look specifically isn't ironed out yet, but he likes that it shows a stylish main street and that we're not just interested in having stores and shops, restaurants and eventually night life; a place where people can walk around comfortably. He doesn't want it to look like a strip mall, and this was brought out clearly in the video. There is a long way to go, but no one is walking in with money at this time. However, his sense is that if someone sees this video they would know not to bring their cheapest ideas to Marana. **Council Member Kai** asked if the design guidelines from Swaback were cast in stone. He doesn't want businesses trying to locate here who expect to see a Scottsdale, and he doesn't want the town to price itself out of a market. He would like to be flexible and stay close to the 3D rendering. **Council Member McGorray** thought the first half of the video was good, but it seemed to go on and on. This appears to be a long-range plan, and she asked if we shouldn't be more immediate in what we want from the video to show – say in the next 10 years. She would also like to see the design to be more specific to Marana. The video appears to reflect a look more in keeping with Los Angeles or Phoenix. **Council Member Comerford** had some difficulty identifying landmarks in the video, and she has concern about architectural content in that once a design is out on the street, people will think it's the final design. She would like more discussion about architectural design and more Council input; this isn't what she envisioned. She just wants to be cautious about what we put out to future developers so that we maintain our vision. **Vice Mayor Post** thought the conceptual plan was very good, and it's a great start. He understands that it may or may not look like the video in the future. One thing he especially wants, especially if there is going to be a commercial aspect, is to move our planning outward so that people will not only come to this area, but they will know how to get there and how to move around and connect easily. If we do that in advance of the building, he believes it will greatly enhance someone wanting to come in. As the video began, he envisioned an outlet mall on a smaller scale than what is at Twin Peaks, but that won't happen if we don't have everything people are looking for. **Mayor Honea** thought the video started strong, and you could see clear architectural form. Further along, he felt it got away from that with less specificity on roads. He said originally all the plans for Main Street had walkable streets where they easily crisscrossed to shops on either side. Some of the video seemed more like a freeway, especially at night, and more suited to vehicle traffic. He understands the idea that we're looking at a bigger picture. He also expressed concerns about the palm trees as did other Council Members.

Mr. Mahoney responded to these comments and concerns and noted that the architect took some stylistic license. Some of the parking arrangements along Main Street may be modified, but it's a good place to start a discussion and give folks an idea of what we think Main Street could be. So in that way it's a pretty effective tool. His understanding of what Swaback had done didn't actually have anything binding to it. It's the specific plans that will govern what is to be done in those areas, and he doesn't believe the architect is overreaching with the requirements. **Mr.**

Mahoney said that while this is the finished product there is opportunity to make changes over time with more detail. He noted that the total distance covered is about a mile. You can repeat some of the form that you saw at the beginning to make the whole seem less homogenous. If we're going to be cost-sensitive we can have those discussions with the architect without having to reinvent the wheel. There is a lot of repetition with the plant type which could be very expensive. It's important to think of this as a vision that could be 20-30-40 years to build out unless we were able to attract an interested developer who finds the market to be advantageous. If you show what can be built in the next 10 or 20 years, there will probably be a lot of vacant space. One of the reasons there is more specificity at the beginning of the video along Marana Main Street is because we are seeing some activity in there. The Barrios de Marana piece doesn't have action right now. In the area where Town Hall is, there may be ways to incentivize development because the town owns the land. The video takes what the specific plans say you can do and translates that into a three dimensional product. With regard to the palm trees or desert landscaping, those are all things that will organically take shape as we develop through there. What we're seeing now on Main Street and with some of the development occurring toward Marana Main Street is a desert landscape palette. As we move down the road and start on the land development code, architectural controls can be put in. Some may be voluntary, but they could be incentivized. There is a good deal of leeway to develop those parcels with a variety of architecture. But at the moment we don't have that much control. It's a matter of developing tools that would allow us to exert more control if we want to and how we work with the development community to be able to do that.

Mr. Davidson interjected that most Marana residents don't know where downtown Marana is. He often hears long-time residents from north Marana say "I'm going to go into town." This is the opportunity that we have to create a sense of place so that we know what they mean when they say they're "going into town" such as Ina or Cortaro. This would be the heart where someone from Dove Mountain or Continental Ranch would say, "I'm not going to Tucson. I'm going up to Main Street for shopping." So he thinks the power of this video, apart from the detail, is to plant a seed that Marana is serious about creating a heart and a sense of place that will begin to identify that we have a true downtown, a main street concept. There is a lot of work to do on the image and aesthetics. But the other power to this is that it really begins to get people excited that Marana is going to be its own self-contained community.

D2 Relating to Development; discussion and overview of proposed Land Development Code comprehensive revision process and goals. **Ryan Mahoney** presented this item as the kick-off of a big project for the town and the Planning Department. This document essential governs everything that is done in the Planning department and translates to what they see every day in the built environment. We know that we want to build an incredible community. That is obvious in the Strategic Plan and the General Plan and things like recreation, schools, connectivity and community are all terms that are strung through these documents. One of the things we need to do to build that is that we give developers and builders the tools to come to Marana, get through a process in a realistic time frame and have a menu of choices for different development types that is cost-effective and that is currently not in the code; specifically our zoning districts that don't offer a great incentive for wanting to build a certain way by adding some amenity to a subdivision that would not otherwise be there. That is a section of this effort that we are really going to need to look at. Part of the reason that we don't see a lot of our rezonings that come

before Council in the form of hard zoning is because we have a lot of specific plans. The reason for the proliferation of specific plans is because there aren't a lot of great choices within our zone districts allowing for flexibility. He gave an example of the town having a 55 by 80 foot lot. We see specific plans coming forward so they can get a 50 foot lot. That doesn't make a lot of sense because the Planning Department has to administer custom codes for each subdivision throughout the town. Over time it becomes harder to do that. Another aspect to work on is procedures. Right now the rezoning process for a five-acre parcel of land is the same as a 500-acre piece of land. We believe an easier or a zoning light procedure could make some sense depending on the criteria required. There are communities that are doing this and doing it well. Off-street parking and landscaping are some of the chapters we want to delve into. There are more innovative and contemporary ways to deal with parking instead of putting big swaths of concrete or asphalt in front of the store, you can make it a lot more inviting and even reduce parking requirements for some of the stores. Using the standards we have had for a long time, a lot of our commercial areas are over-parked.

Council has budgeted for a consultant to assist with the process. Our next step will be to put out a Request for Qualifications and then solicit for services based on what different vendors can provide to match up with our goals and parameters. The City of Maricopa went through a process to redo their entire zoning code. They came up with a lot of innovative ways to address future growth. Similar to Marana, they are growing and have a lot of land to grow into. Maricopa hired a San Francisco firm who had experience from all over the world. While we don't necessarily want to bring California or the northwest to Marana's geography, there are many consultants with a lot of experience who have seen a lot of innovations in planning. That will hopefully allow us to attract the best and the brightest to our effort. The process will also require our staff to see that what happens gets tailored to local conditions, local developers, builders, elected and appointed officials, business leaders and residents in the community. Our staff will set up the stakeholder and steering committee groups that will be guiding the development of this document. We want to make sure from the beginning that we are reaching out to all of those people who have an interest in this project, and get as much feedback as we can so it truly is a reflection of what the people in Marana want to see. We have also gone through an effort in the past with Clarion & Associates who did a study on our existing code. Several issues are still relevant today. Some of the goals are to reorganize and reformat the code and make them easier to navigate for both paper and online versions; streamlining the administrative reviews and appeal procedures; reducing the reliance on the specific plans; modernizing and expanding the choices for zone districts; diversifying and protecting our residential and commercial development areas; and revising the development and design standards to improve development quality. We do have some of these in place today. Council input is critical on this because it is a very important document for our built environment. **Mayor Honea** commented on specific plans having the potential adverse impact on development as well as the old alphabet zones. He asked if there is a way to work some specificity into the code for those as well. **Mr. Mahoney** responded that Maricopa had a similar problem, and they were able to make some changes through incentives. He has also had experience with landowner-initiated zoning in a county that was otherwise unzoned. So there was a myriad of land issues occurring and some disagreement as to what uses or rights were on those pieces of land. It's possible to reach out to those folks who have that land use on them and incentivize them and take them through the process so that within the next two years or whatever time period, you come to us and we'll take you through

the process for a discounted fee and hard zone your parcel. If there is the predictability of hard zoning, it makes the property arguably more marketable and perhaps more valuable. There are ways to work through it. **Vice Mayor Post** he would like to have addressed that there be more private streets or some kind of a maintenance district depending on the size of a development so that there are monies available to maintain. Also, look to increasing lot splits from three to five and incentivizing for more, larger lots instead of having to go through the platting process.

D3 Relating to Development; discussion of Land Development Code updates, clean-ups, and reformats to be brought forward for adoption separately from and prior to the comprehensive Land Development Code rewrite. **Ryan Mahoney** noted that this item is different from the comprehensive changes just discussed. These are clean-up items. He identified too that the Planning staff has discussed and why they are necessary in view of the comprehensive rewrite. The rewrite is a more protracted process so it could be up to two years before it finally gets adopted. First is handicapped or accessible parking. Right now we have a requirement in our code that mandates that a handicapped or accessible parking space is 19 feet in depth. The rest of our parking spaces are required to be 18 feet in depth. This brings up issues when we are doing site planning in that it sends ripples through the development when they have to add that foot. Either they cheat into the access lane behind the parking or they have to increase the size of all of their parking stalls that are adjacent to it. In order to not be contradictory to what the ADA requires, he looked into their requirement which is 18 feet for a parking stall. He is suggesting that we don't put a number on ours but refer to the ADA standards as our standard. Should those standards change over time, we don't have to change our code. It makes it a lot more functional and easier for site planning. The second one is that we are continuing to see requests for rezonings. In the R-6 zonings, which are the most common request for rezonings, he would like to change the lot width requirement to 50 feet from 55 feet. Builders still have to be at 6,000 square feet, so they still have to make the lot a little deeper, but in discussions with different builders and planning folks, this allows them to have more flexibility on a site for hard zoning. It also allows us to avoid some specific plans that might come through in the next 18 months. It allows for the builders to have a variety of housing models. He researched what some of the other communities are doing and what our specific plans are showing. And where we have these 6,000 square foot lots, they are allowing for a little narrower lot. **Mayor Honea** raised some questions on the narrowing of the lot size. **Mr. Mahoney** reiterated that the building codes still must be adhered to with the same setback requirements which is three feet now but you might have to fire-rate that wall. So many of our specific plans have been approved with that narrower lot as well, so we have that condition existing now. While it could make a difference, he's not convinced that it could change the character of the neighborhood significantly. **Council Member Bowen** asked for clarification on why go to a narrower lot. **Mr. Mahoney** replied that he is seeing more and more requests for that slightly narrower lot. When we tell them our preference is to hard zone the property because they are asking only for a residential plan, it doesn't make sense to keep processing the specific plans for what seems to be an accommodation of a five-foot narrower lot. From the building community's standpoint, it does give them more flexibility with the models and increases the number of models. Currently, you can't repeat a model but for every five homes. We often get to the end of a subdivision, and the models that they have approved – they can't meet that requirement. So then they have to do some architectural changes. So this would help to alleviate a little bit of that. Ryan restated that this is a temporary fix. When we get into the Land Development Code rewrite, we'll think a little

more broadly, but a lot of the specific plan versus hard zoning discussion comes down to a simple fact of that five feet of lot.

Mr. Cassidy interjected that the last piece is about the clean-up items. Staff has talked internally and know that things that don't make sense anymore need to be cleaned up before we hand the project off to a consultant. That is the reason for his six-page memorandum showing deletions from mostly the administrative provisions to make it more consistent with how we currently do business. A good example is that every time someone wants to do a development agreement, we have the discussion of doing it the way we've historically done it, which is going straight to Council or the way it says in the Land Development Code where you go to the Commission, and they don't know what to do with the development agreement. Historically, the development section was written into the Land Development Code as if a person was going to get entitlements through that process, and we never do entitlements through a development agreement. We always do entitlements through the rezoning process. And that's just one example. So the point of this is to authorize us to go ahead and so the cleanup of items that should have been deleted before the consultant asks us about them. The changes will look voluminous to you when we come back to Council, but it is the least interesting part of the rewrite. **Mayor Honea** asked if all the suggested deletions or changes will be available to Council. **Mr. Cassidy** responded that they would be. That would apply to both the clean-up and the rewrite. **Mr. Mahoney** said these changes will be brought to Council in the near future absent any consultant work. **Mayor Honea** suggested that the changes don't have to be brought to a Council meeting. They can be emailed to Council for review.

EXECUTIVE SESSIONS

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

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(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

ADJOURNMENT. ***Motion to adjourn at 7:11 p.m. by Council Member Bowen, second by Council Member McGorray. Passed unanimously 6-0.***

I hereby certify that the foregoing are the true and correct minutes of the study session/presentation of the Marana Town Council meeting held on September 15, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 15, 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 7:11 p.m. **Town Clerk Bronson** called roll. **Council Member Ziegler** was excused. There was a quorum present.

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

APPROVAL OF AGENDA. Mayor Honea asked that the agenda be amended to move item C6 from the Consent agenda to the first item on the Council Action agenda. ***Motion to approve as amended by Council Member McGorray, second by Council Member Bowen. Passed unanimously 6-0.***

CALL TO THE PUBLIC

PROCLAMATIONS

P1 Proclaiming September 17 -- September 23, 2015 as Constitution Week (Jocelyn C. Bronson). **Mayor Honea** noted that the proclamation would be made a part of the permanent record.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. No reports.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson reported that the town was the recipient of the Savvy award, presented by the City-County Communications and Marketing Association to the Town of Marana for the Our Town/Your Town logo for print advertisement. He noted that this is a national award. He also noted that the Human Resources department is now fully staffed with the addition of **Curry Hale** as the department director. Mr. Hale was in the audience and stood to be acknowledged.

PRESENTATIONS. No presentations.

CONSENT AGENDA. ***Motion to approve without item C6 by Council Member Kai, second by Vice Mayor Post. Passed unanimously 6-0.***

C1 Resolution No. 2015-097: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2015 Marana Chamber Big Green Event (Jane Fairall)

C2 Resolution No. 2015-098: Relating to Development; accepting Marana Center Boulevard and the Marana Center potable water system for maintenance and releasing the assurances associated with their construction (Keith Brann)

C3 Resolution No. 2015-099: Relating to Police Department; approving and authorizing the Chief of Police to execute a Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2016 (Lisa Shafer)

C4 Resolution No. 2015-100: 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 for FY 2016 (Lisa Shafer)

C5 Resolution No. 2015-101: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute GOHS Contract Numbers 2016-405d-007, 2016-PT-017 and 2016-PT-064 between the State of Arizona by and through the Governor's Office of Highway Safety (GOHS) and the Town of Marana for grant funding for DUI and Speed enforcement and Capital Outlay (Lisa Shafer)

C6 Resolution No. 2015-102: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between the Regional Transportation Authority and the Town of Marana for construction of improvements for Tangerine Road—Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive. **Mr. Cassidy** noted that there was a slight revision to the agenda item after it went in the packet. The page with the revision is page 5 and was distributed on the dais. In paragraph 5.2, the words "and contained in Exhibit A" are being deleted. Exhibit A to this agreement is an explanation of what funding is provided. In this paragraph it said that Exhibit A is also going to tell us the project schedules, and Exhibit A doesn't have project schedules. This is the actual agreement for the funding of the Phase I Tangerine construction from Dove Mountain Boulevard eastward to where Tangerine currently is four lanes which is basically La Canada, so it will fund that part. The only piece left is a little piece of funding for wildlife linkages that will come back to you because that has to go to the RTA board, but we need to get this going now because we need construction utility clearance to start in the next month or so. ***Motion to approve as amended with the deleted verbiage by Vice Mayor Post, second by Council Member Kai. Passed unanimously 6-0.***

C7 Approval of September 1, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rick McAtee on behalf of Marana Foundation for Educational Excellence for Marana Oktoberfest at Breakers to be held on September 25, 26, and 27, 2015. **Ms. Bronson** noted that the application was submitted and approved and no objections were received. Staff is recommending approval. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 6-0.***

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Raymond Patrick Nilz on behalf of Marana Heritage Conservancy for the Marana Cotton Festival to be held on October 10, 2015. **Ms. Bronson** noted that the application was submitted and approved and no objections were received. Staff is recommending approval. ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously 6-0.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2015-103: Relating to Utilities; Approving and authorizing the Mayor to sign a five year intergovernmental agreement with the Metropolitan Domestic Water Improvement District for the purchase of long term water storage credits. Presented by **Asia Philbin,** Water Resources Coordinator, who noted that this is a new agreement, term for term of a five-year agreement. From 2011 to 2015, Marana Water has been working with Metro Water to store CAP water for long-term storage credits. The town will acquire at the end of this year a little over 7700 acre feet, and we are looking to accrue up to about the same amount of credits over the next five years with Metro Water under similar terms. **Council Member Kai** asked for the total number of acre feet that going to be purchased per year or do you have any costs? Ms. Philbin responded that the town does have the option to store on a year to year basis, so it would be anywhere from zero to a total of up to 1553.725 acre feet that we might store in a given year. That is something that we will budget for annually and then determine and provide those orders to Metro Water. ***Motion to approve by Council Member Kai, second by Vice Mayor Post. Passed unanimously 6-0.***

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 (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.

E1 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

ADJOURNMENT. ***Motion to adjourn at 7:22 p.m. by Council Member Bowen, second by Council Member McGorray. Passed unanimously 6-0.***

DRAFT

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on September 15, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 6, 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 Hogtoberfest to be held on October 31, 2015 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of the American Diabetes Association for Hogtoberfest to be held on October 31, 2015. The applicant has also obtained 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 the American Diabetes Association for Hogtoberfest.

OPTION 2: I move to disapprove the special event liquor license application submitted by Claudio Jesus Martinez on behalf of the American Diabetes Association for Hogtoberfest.

Attachments: Special Event Application
Description for Special Event Liquor License

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:
CSR:
License:

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: 13-1623888

SECTION 3 The organization is a: (check one box only)
☑ Charitable ☐ 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 Frontage | Tucson | Pima | AZ | 85743
(Street | City | COUNTY | State | 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: [redacted] Applicant's business phone: (___) _____
4. Applicant's email address: [redacted]

RECEIVED
SEP 08 2015

Amended Marana Regular Council Meeting 10-06-2015
Individuals requiring ADA accommodations call (602)542-9027.
Town of Marana
Clerk's Office

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 (Street) Tucson (City) AZ (State) 85716 (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.)

TBD Number of Police 2 Number of Security Personnel ☑Fencing ☐Barriers

Explanation: Emerald Security to provide on-site security

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:	10-31-15	Saturday	12 PM	5 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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

I, Briana 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)	Title/ Position	Date	Phone #
Bri Bs	Special Events Manager	8/24/15	520-795-3711

The foregoing instrument was acknowledged before me this 24th (Day) August (Month) 2015 (Year)

State Arizona County of Pima

My Commission Expires on: 8/15/2019 (Date)

CAROL HUBBARD
Notary Public - Arizona
Pima County
My Comm. Expires Aug 15, 2019

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)	Title/ Position	Date	Phone #
	Owner	8-31-15	520-980-2180

The foregoing instrument was acknowledged before me this 31ST (Day) August (Month) 2015 (Year)

State Arizona County of Santa Cruz

My Commission Expires on: 12-20-2015 (Date)

NOE AYALA
NOTARY PUBLIC
SANTA CRUZ COUNTY, ARIZONA
MY COMM. EXPIRES 12-20-2015

(Signature of Notary Public)

Please contact the local governing board for additional application requirements and submission deadlines. 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: _____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

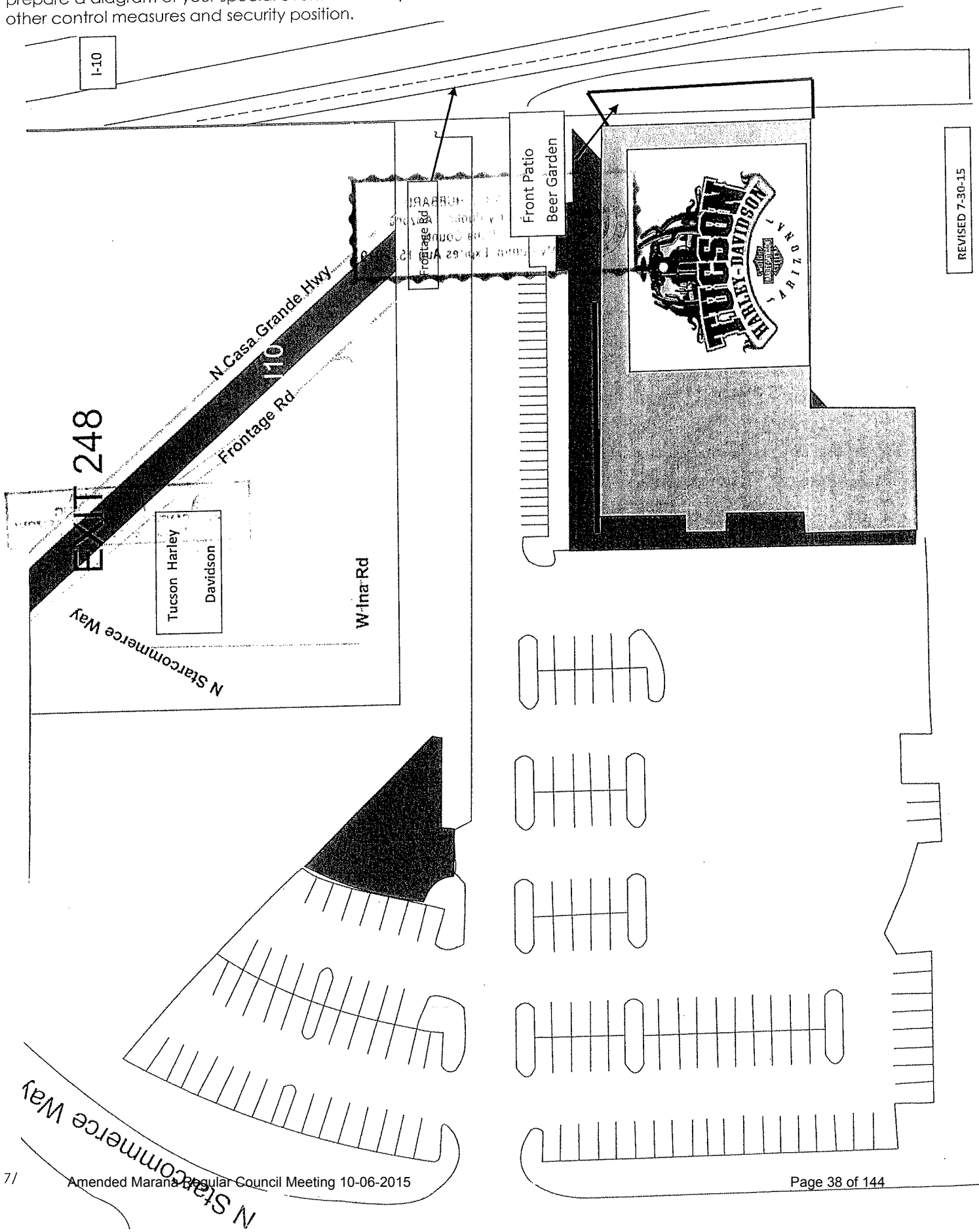
B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

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.



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 L2

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 6, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona state liquor board regarding an application to add sampling privileges to the existing liquor license at Wal-Mart Supercenter #5031 located at 8280 N. Cortaro Road, Marana, Arizona 85743 (Jocelyn C. Bronson)

Discussion:

This application has been submitted to add sampling privileges to the existing liquor license at Wal-Mart Supercenter #5031 located at 8280 N. Cortaro Road, Marana, Arizona 85743. Sampling privileges may be added to an existing liquor store or beer and wine store license. State law imposes limitations on the amount of alcohol that may be sampled under a sampling privileges license, as well as providing other regulations regarding sampling.

Pursuant to state law, the application for sampling privileges was posted at the premises of the business. 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 sampling privileges license are attached to this item and will be submitted to the Department of Liquor Licenses and Control (DLLC).

The Town Council must enter an order recommending approval or disapproval of the application within 60 days after filing of the application. By state statute, "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 sampling privileges liquor license application.

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of the application to add sampling privileges to the existing liquor license at Wal-Mart Supercenter #5031 located at 8280 N. Cortaro Road, Marana, Arizona 85743.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of the application to add sampling privileges to the existing liquor license at Wal-Mart Supercenter #5031 located at 8280 N. Cortaro Road, Marana, Arizona 85743.

Attachments: Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Types of Liquor Licenses

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

RECEIVED
SEP 04 2015
Town of Marana
Clerk's Office

ENTERED
2015 SEP 16 Liq. Dept AM 8:59

State/Local Government Routing Sheet
Add Sampling Privileges To Active
Liquor Store (series 9) or Beer and Wine Store (series 10) License

☑ Liquor Store (series 9)
☐ Beer and Wine Store (series 10)

The attached form for sampling must be processed within105 days from this date:

Date Application Received at DLLC: April 16, 2015

Date of 60-days from receipt: June 15, 2015 105-days from receipt: July 30, 2015

If the local governing body has questions regarding the attached sampling form, please call:

DLLC Contact Name: Selena Gonzales

DLLC Contact Phone Number: 602-542-9040 DLLC Contact email: selena.gonzales@azliquor.gov

Upon local governing body approval, a new license with a sampling privilege ("S") designation will be issued to this licensee:

For DLLC Use Only

Current License #: 09100223 Date of issuance: 03 / 06 / 2003

S License #: 091002235 Date of issuance: ____/____/____

DLLC Contact: Selena Gonzales DLLC Phone #: 602-542-9040

~~For Local Governing Body Use Only~~

Date Receive: ____/____/____ Date Approved: ____/____/____

Recommendation: ☐ Approve ☐ Protest ☐ No Recommendation

I _____, hereby recommend that non-transferrable sampling
Government Official

privileges be added to this licensee on behalf of _____.
City, Town or County

(____) _____ - _____ _____
Phone Number Email Address

February 2013

Marana

State of Arizona
Department of Liquor Licenses and Control

800 W. Washington 5th Floor
Phoenix, Arizona 85007
(602) 542-5141

Sampling Privileges Form

- [■] Liquor Store (series 9)
- [ ] Beer and Wine Store (series 10)

Applicant's Name: Clare Hollie Abel (check one) Owner ☐ Agent ☒

Mailing Address: Dept. 8916; 702 SW 8th Street, (Street Address or P.O. Box) Bentonville (City) AR (State) Benson (County) 72716-0500 (Zip Code)

Business Phone Number: (520) 744-3652 Email: chabel@bcattorneys.com

Business Name: Wal-Mart Supercenter #5031 Current License #: 09100223 cht

Physical Location of Business:
8280 North Cortaro Road (Street Address), Marana (City), AZ (State), PIMA (County), 85743 (Zip Code)

'15 OCT 16 Liq. Apt 08:59

I, Clare Hollie Abel, understand that, upon approval, sampling privileges for the liquor license identified above will require compliance with the following:

Initial Here

CHA 1. the premises shall contain at least five thousand square feet to be eligible for sampling privileges for Beer and Wine Store (series 10) applicants only (A.R.S. §4-206.01(J)).

CHA 2. Any open product shall be kept locked by the licensee when the sampling area is not staffed.

CHA 3. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.

CHA 4. The licensed retailer shall make sales of sampled products from the licensed retail premises.

CHA 5. The licensee shall not charge any customer for the sampling of any products.

CHA 6. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.

CHA 7. Accurate records of sampling products dispensed shall be retained by the licensee.

CHA 8. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounce of wine and one ounce of distilled spirits per person, per brand, per day.

CHA 9. The sampling shall be conducted only on the licensed premises.

CHA 10. Upon approval of this form, a license for a liquor store with sampling privileges (series 9S) or a beer and wine store with sampling privileges (series 10S) will be issued and mailed to the licensee's address of record. The license must be displayed in a conspicuous public area of the licensed premises that is readily accessible for inspection by any peace officer, distributor, wholesaler or member of the public. (A.R.S. §4-261.01)

10/23/13

CHA

11. Liquor store license sampling privileges are not transferable.

CHA

12. I have read, understand, and assume responsibility for compliance with A.R.S. §4-206.01.

A.R.S. §4-206.01(J) Bar, beer and wine bar or liquor store licenses; number permitted; fee; sampling privileges

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

I, Clare Hollie Abel, attest that I am the OWNER/AGENT filing this form, that I have read, and assume responsibility for compliance with, A.R.S. §4-206.01 at the licensed establishment named on page 1, and verify all statements I have made on this document to be true, correct and complete. I understand that I am responsible for the $100 issuance fee and the annual $60 renewal fee for these sampling privileges. Sampling privilege renewal fees are due at the same time as the renewal for the "current license #" identified on page 1 of this application.

Clare Hollie Abel, agent, 4/15/15

Signature, Title Date

Notarized Signature

The forgoing instrument was acknowledged before me this 15th day of April, 2015.

Notary Public: Beth Briggs
Signature

My commission expires: day month year

OFFICIAL SEAL
BETH BRIGGS
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires August 3, 2018

For DLLC Use Only

S License #: 09100223 Date of issuance: ____/____/____

Issuance fee applicable? ☒ Yes ☐ No ☒ $100 issuance fee collected

Initials: JB

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: September 14, 2015 Date of Posting Removal: _____

Applicant Name: Abel (Last) Clare (First) Hollie (Middle)

Business Address: 8280 N. Cortaro Road (Street) Marana (City) 85743 (Zip)

License #: 09100223

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 Buens Jr.	Housing Spec.	520 990 2496
Print Name of City/County Official	Title	Telephone #

Elton E. Buens Jr.	9/14/2015
Signature	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

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

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Marana (circle one) Liquor License Application #: 09100223 (Arizona application #)
2. County of: Pima, Arizona. City/Town/County #: Marana
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2), _____ (name of entertainment district), _____ (date of resolution to create the entertainment district), and a boundary map of entertainment district must be attached.
4. The Marana Town Council (governing body) at a Regular (regular or special) meeting held on the 6th (day) of October (month), 2015 (year) considered the application of Clare Hollie Abel (name of applicant) for a license to sell spirituous liquor at the premises described in application 09100223 (Arizona liquor license application #), for the license series#: type Series #09 Liquor Store (i.e.: series #10: beer & wine store) as provided by A.R.S. §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Clare Hollie Abel (name of applicant) to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended for _____ (approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

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

Dated at Marana, Arizona (location) on 6th (day), October (month), 2015 (year).

Jocelyn C. Bronson
(printed name of city, town or county clerk)

_____
(signature of city, town or county clerk)

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L3

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 6, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new Series #10 Beer and Wine Store liquor license application submitted by Heather Anne Hendon on behalf of Jacksons #813, located at 13960 N. Sandario Road, Marana, Arizona 85653 (Jocelyn C. Bronson)

Discussion:

This application is for a new Series #10 Beer and Wine Store liquor license at Jacksons #813, located at 13960 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 a new Series #10 Beer and Wine Store liquor license application submitted by Heather Anne Hendon on behalf of Jacksons #813 located at 13960 N. Sandario Road, Marana, Arizona 85653.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new Series #10 Beer and Wine Store liquor license application submitted by Heather Anne Hendon on behalf of Jacksons #813 located at 13960 N. Sandario Road, Marana, Arizona 85653.

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

'15 SEP 10 Liq. Lic. AM1031

RECEIVED 83

SEP 14 2015

Town of Marana
Clerk's Office

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

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:
- ☒ Interim Permit (Complete Section 5)
- ☒ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- ☐ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14,16)
- ☐ Location Transfer (Bars and Liquor Store Only) (Complete Section 2, 3, 4, 11, 13, 14, 16)
- ☐ Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required)
- ☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
- ☐ Seasonal

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)
- ☐ Tribe (Complete Section 6)
- ☐ Other (Explain) _____

SECTION 3 Type of license LICENSE # 10103792

1. Type of License: Series 10 Liquor License

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of $25 will be charged for all dishonored checks (A.R.S. § 44-6852) P1670512

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Hendon (Last) Heather (First) Anne (Middle)
2. Owner Name: PacWest Energy, LLC B1652933
   (Ownership name for type of ownership check on section 2)
3. Business Name: Jacksons #813 B1609072
   (Exactly as it appears on the exterior of premises)
4. Business Location Address: 13960 N Sandario Rd (Street) Marana (City) AZ (State) 85653 (Zip Code) Pima (County)
   (Do not use PO Box)
5. Mailing Address: 3450 Commercial Ct (Street) Meridian (City) ID (State) 83642 (Zip Code)
   (All correspondence will be mailed to this address)
6. Business Phone: 520-682-3426 Daytime Contact Phone: [redacted]
7. Email Address: [redacted]
8. Is the Business located with in the incorporated limits of the above city or town? ☒ Yes ☐ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☒ No
   If Yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ _____

Department Use Only

Fees: 100 (Application) 100 (Interim Permit) 0 (Site Inspection) 22.00 (Finger Prints) $222.00 (Total of All Fees)

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☐ Yes ☐ No

Accepted by: CBryan Date: 9-10-15 License # 10103792

Disabled individuals ADA accommodations please call (602)542-9027

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 10103240
2. Is the license currently in use? ☑ Yes ☐ No If no, how long has it been out of use? _____

Attach a copy of the license currently issued at this location to this application.

I, THEODORE JOSEPH DUNLAP declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

(Print Full Name)

X _____

(Signature)

State _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____, _____

Day Month Year

My Commission Expires on: _____

Date

_____ AMENDMENT

(Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

Is any person other than above, going to share in profit/losses of the business? ☐ Yes ☐ No

If Yes, give name, current address, and telephone number of person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
☐ ☐								
☐ ☐								
☐ ☐								
☐ ☐								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: 10103240
2. Is the license currently in use? ☒ Yes ☐ No If no, how long had it been out of use? _____

(If over six (6) months, attach a letter requesting Interim Permit)

Attach a copy of the license currently issued at this location to this application.

I, TED DUNLAP declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

(print full name)

X _____

(Signature)

STEPHANIE COOK
Notary Public - Arizona
Cochise County
My Comm. Expires Dec 29, 2015

My Commission Expires on: _____ Date

State Arizona County of Cochise
The foregoing instrument was acknowledge before me this
27 day of August, 2015
Day Month Year

_____ (signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
☐ ☐								
☐ ☐								
☐ ☐								
☐ ☐								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

☐ **Corporation** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

☒ **L.L.C.** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

1. Name of Corporation/ L.L.C: PacWest Energy, LLC
2. Date Incorporated/Organized: 1-22-2008 State where Incorporated/Organized: Deleware
3. AZ Corporation or AZ L.L.C File No: R1941514 Date authorized to do Business in AZ: 7/29/14
4. Is Corp/L.L.C. Non Profit? ☐ Yes ☒ No
5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
Jacksons Food Stores, Inc			member	3450 Commercial Ct	Meridian,	ID	83642
Equilon Enterprises, LLC			member	910 Louisiana St	Houston,	TX	77002

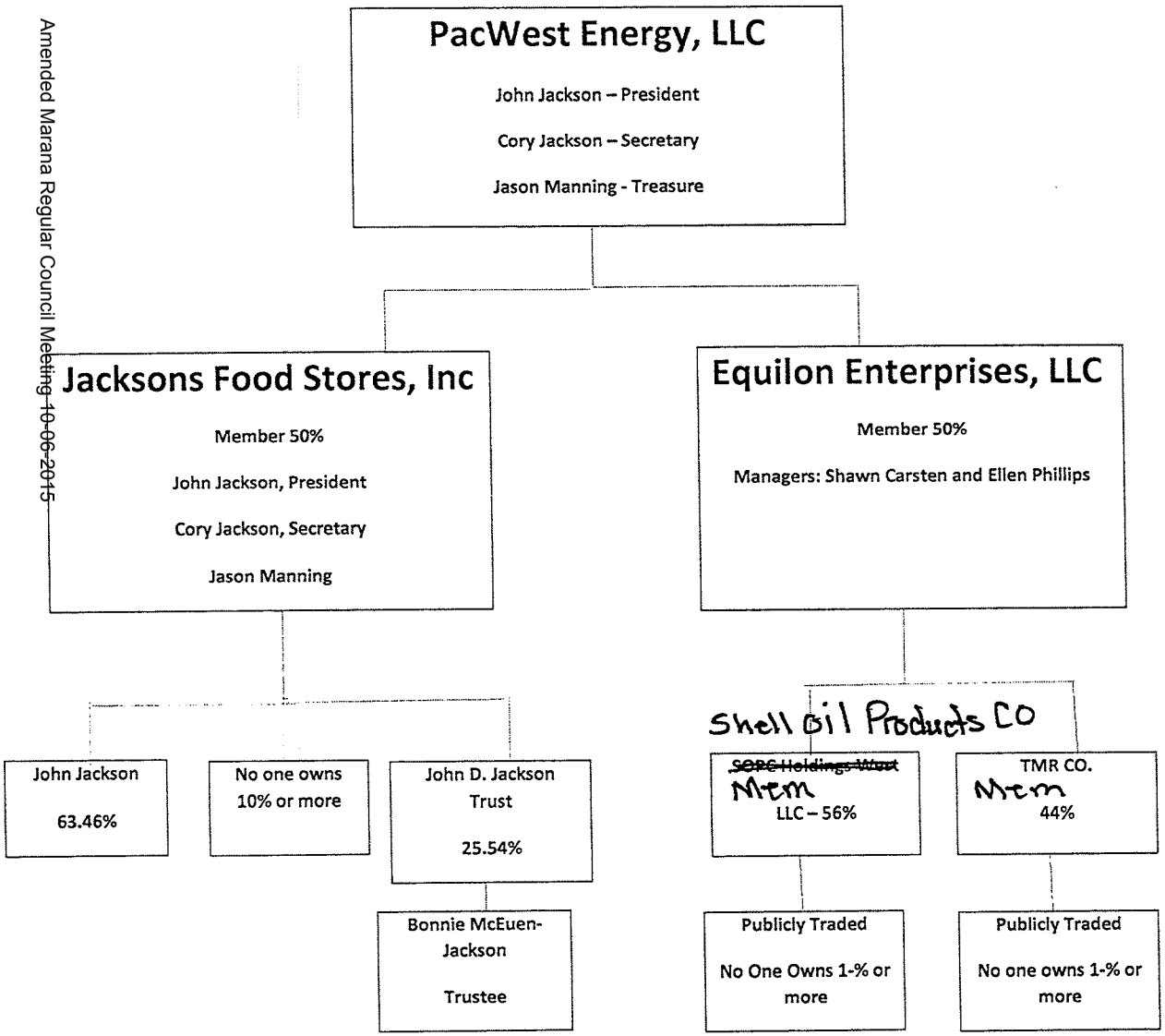
(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
Jacksons Food Stores, Inc			50%	3450 Commercial Ct	Meridian,	ID	83642
Equilon Enterprises, LLC			50%	910 Louisiana St	Houston,	TX	77002

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.


PacWest Energy, LLC
John Jackson – President
Cory Jackson – Secretary
Jason Manning - Treasure
Jacksons Food Stores, Inc
Member 50%
John Jackson, President
Cory Jackson, Secretary
Jason Manning
Equilon Enterprises, LLC
Member 50%
Managers: Shawn Carsten and Ellen Phillips
John Jackson
63.46%
No one owns 10% or more
John D. Jackson Trust
25.54%
Bonnie McEuen-Jackson
Trustee
Shell Oil Products CO
~~SOPC Holdings West~~
Mem
LLC – 56%
TMR CO.
Mem
44%
Publicly Traded
No One Owns 1-% or more
Publicly Traded
No one owns 1-% or more

SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) required)

Last	First	Middle	Mailing Address	City	State	Zip Code

(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 appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

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.

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

1. Government Entity: _____
2. Person/Designee: _____ (___) _____
First Last Middle Day time Contact Phone #

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

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: _____
Address: _____
(Exactly as it appears on license)

2. New Business: Name: _____
Address: _____

3. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: _____ (Last) _____ (First) _____ (Middle) Entity: _____ (Individual, Agent, Etc)

2. Ownership Name: _____ (Exactly as it appears on license)

3. Business Name: _____ (Exactly as it appears on license)

4. Business Location Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

5. License Type: _____ License Number: _____

6. Current Mailing Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

7. Have all creditors, lien holders, interest holder, etc. been notified? ☐ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☐ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (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, (print full name) _____, declare that I am the **CURRENT OWNER, 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.

NOTARY

State of _____ (State) County of _____ (County)

The foregoing instrument was acknowledged before me this _____ (Day) day of _____ (Month), _____ (Year).

My commission expires on _____ (Day/ Month/Year) _____ (Signature of NOTARY PUBLIC)

SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

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

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

1. Distance to nearest School: 1.1 mile
(if less than one (1) mile note footage)

2. Distance to nearest Church: 2640 Feet
(if less than one (1) mile note footage)

Address: 11280 W. Grier Rd
Name of School: Marjorie W. Este Elementary School
Address: 13610 N. Sandario Rd
Name of Church: Community Christian Church

SECTION 14 Business Financials

1. I am the: ☒ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company
2. If the premise is leased give lessors: Name: Jacksons Food Stores, Inc
Address: 3450 Commercial Ct Meridian ID 83642
(Street / City / State / Zip)
3. Monthly Rent/ Lease Rate: $ 12,000.00
4. What is the remaining length of the lease? 10 yrs 0 months
5. What is the penalty if the lease is not fulfilled? $_____ or other: Rent damages
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? $ 0
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
	NA						

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Convenience store with gas

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☒ No If yes, attach explanation.
9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☒ No
10. Is the premises currently license with a liquor license? ☒ Yes ☐ No

If yes, give license number and licensee's name:
License #: 10103240 Individual Owner /Agent Name: Kenneth T Dunlap
(Exactly as it appears on license)
Marana Freeway Chevron

SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐Yes ☒No

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 provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

_____
(Applicant's Signature)

5. 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.

_____
(Applicant's Initials)

SECTION 16 Diagram of Premises

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 completion date? _____
   Month/Day/Year

3. **Restaurants and Hotel/Motel** applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Place for diagram is on section 16 number 6.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises such as parking lots, living quarters, etc.

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

_____
(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. 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 the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

SEE ATTACH

2,943 Square Feet

Liquor Storage

Liquor Storage

1 FLOOR PLAN
SCALE: 1/4" = 1'-0"

SCALE: 1/4" = 1'-0"
0' 2' 4' 8'

NORTH

CONCRETE PLANS & SCHEDULES

A-2.1

Date	Revision
08-12-2015	REVISED

Jacksons

JACKSONS FOOD STORES, INC.
1455 COMMERCIAL COURT, MERIDIAN, ID 83642
ph: 208.888.6061 | fx: 208.888.3585
www.jacksons.com

STORE No: xx

CHEVRON MARANA FUEL STATION

INTERIOR REMODEL

13960 N. SANDARIO ROAD
MARANA, ARIZONA 85653

Project Number	Drawn By	Issue No
15052	ES	JW

Project Manager: JW

esencia

1743 E. Mohawk Drive, Suite 200
Tempe, Arizona 85283
t. 480-755-0889

SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) HEATHER ANNE HENDON, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1. I have read this application and verify all statements to be true, correct and complete.

X (Signature)_____

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ of _____, _____

Day Month Year

My commission expires on: _____

_____

Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

AMENDMENT

SECTION 17 SIGNATURE BLOCK

I Heather Henderson hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1.
(Print Full Name)

I have read this application and verify all statements to be true, correct and complete.

X _____
(Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledge before me this

18 of August, 2015
Day Month Year

Julie N. Buric
Notary Public - Arizona
Maricopa County
My Commission Expires
July 16, 2017

My commission expires on: July 16, 2017

_____
Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

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: September 15, 2015 Date of Posting Removal: _____

Applicant's Name: Hendon (Last) Heather (First) Anne (Middle)

Business Address: 13960 N. Sandario Road (Street) Marana (City) 85653 (Zip)

License #: 10103792

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.

Print Name of City/County Official	Title	Phone Number

Signature	Date Signed

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

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

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

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 10103792 (Arizona application #)

2. County of: Pima City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular Council (Regular or special) meeting held on the 6th (Day) of October (Month), 2015 (Year) considered the application of Heather Anne Hendon (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 10103792 (Arizona liquor license application #),

for the license series #: type Series #10 Beer and Wine Store (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Heather Anne Hendon (Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

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

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

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 L4

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 6, 2015

Subject: 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 #9 Liquor Store liquor license submitted by Jason Barclay Morris on behalf of CVS/Pharmacy #9273 located at 3785 W. Ina Road, Tucson, Arizona 85741 (Jocelyn C. Bronson)

Discussion:

This application is for a Person Transfer and a Location Transfer of a Series #9 Liquor Store liquor license submitted on behalf of CVS/Pharmacy #9273 located at 3785 W. Ina Road, Tucson, Arizona 85741.

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

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

The 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 an application for a Person Transfer and a Location Transfer of a Series #9 Liquor Store liquor license submitted by Jason Barclay Morris on behalf of CVS/Pharmacy #9273 located at 3785 W. Ina Road, Tucson, Arizona 85741.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an application for a Person Transfer and a Location Transfer of a Series #9 Liquor Store liquor license submitted by Jason Barclay Morris on behalf of CVS/Pharmacy #9273 located at 3785 W. Ina Road, Tucson, Arizona 85741.

Attachments:
Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Liquor Licenses

CITY OF TUCSON
RECEIVED
15 SEP - 1 AM 10: 4
OFFICE OF THE
CITY CLERK

'15 AUG 28 Liq. Lic. PM 3:50

RECEIVED
SEP 03 2015
Town of Marana
Clerk's Office

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

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:
- ☐ Interim Permit (Complete Section 5)
- ☐ New License (Complete Sections 2, 3, 4, 13, 14, 15, 16)
- ☑ Person Transfer (Complete Section 2, 3, 4, 12, 13, 14,16)
- ☑ Location Transfer (Bars and Liquor Stores Only) (Complete Section 2, 3, 4, 11, 13, 14, 16)
- ☐ Probate/ Will Assignment/ Divorce Decree (Complete Sections 2, 3, 4, 9, 13, 14, 16) (Fee not required)
- ☐ Government (Complete Sections 2, 3, 4, 10, 13, 16)
- ☐ Seasonal

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)
- ☐ Tribe (Complete Section 6)
- ☐ Other (Explain) _____

SECTION 3 Type of license LICENSE # 09100296

1. Type of License: Series 9 - Liquor Store

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE
A service fee of $25 will be charged for all dishonored checks (A.R.S. § 44-6852)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Morris (Last) Jason (First) Barclay (Middle) P1023790
2. Owner Name: Arizona CVS Stores, LLC B1035061
   (Ownership name for type of ownership checked on section 2)
3. Business Name: CVS/Pharmacy # 9273
   (Exactly as it appears on the exterior of premises) B1022206
4. Business Location Address: 3785 W. Ina Rd (Street) ~~Marana~~ Tucson (City) AZ (State) 85741 (Zip Code) Pima (County)
   (Do not use PO Box)
5. Mailing Address: 2525 E. Arizona Biltmore Cir. A-212 Phoenix, AZ 85016
   (All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: (520) 744-1054 Daytime Contact Phone: [redacted]
7. Email Address: [redacted]
8. Is the Business located within the incorporated limits of the above city or town? ☑ Yes ☐ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No
   If Yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ N/A

Department Use Only

Fees: $200.00 (Application) — (Interim Permit) — (Site Inspection) — (Finger Prints) $ 200.00 (Total of All Fees)

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☑ Yes ☐ No

Accepted by: DW Date: 8/28/15 License # 09100296

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SECTION 5 Interim Permit

- If you intend to operate business when your application is pending you will need an interim permit pursuant to ARS § 4-203.01
- There **MUST** be a valid license of the same type you are applying for currently issued to the location or for the replacement of a Hotel/Motel license with a Restaurant license pursuant to A.R.S. § 4-203.01.

1. Enter license number currently at the location: _____
2. Is the license currently in use? ☐ Yes ☐ No If no, how long has it been out of use? _____

(if over six (6) months, attach a letter requesting Interim Permit)

Attach a copy of the license currently issued at this location to this application.

I, _____ declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING
(Print Full Name) PERSON on the stated license and location.

X _____
(Signature)

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

_____ day of _____, _____
Day Month Year

My Commission Expires on: _____ _____
Date (Signature of Notary Public)

SECTION 6 Individual, Partnership, J.T.W.R.O.S, Trust, Tribe Ownerships

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

General-Limited	Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
☐ ☐								
☐ ☐								
☐ ☐								
☐ ☐								

J.T.W.R.O.S (Joint Tenant with Rights of Survivorship)

Name of J.T.W.R.O.S: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

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TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	% Owned	Mailing Address	City	State	Zip Code

SECTION 7 Corporations/ Limited Liability Co

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE AN "APPLICANT" TYPE FINGERPRINT CARD AND $22 PROCESSING FEE FOR EACH CARD.

☐ **Corporation** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

☑ **L.L.C.** **Complete Questions 1, 2, 3, 4, 5, 6, and 7**

1. Name of Corporation/ L.L.C: Arizona CVS Stores, LLC

2. Date Incorporated/Organized: 04/21/2005 State where Incorporated/Organized: Arizona

3. AZ Corporation or AZ L.L.C File No: L1196642-0 Date authorized to do Business in AZ: 04/21/2005

4. Is Corp/L.L.C. Non Profit? ☐ Yes ☑ No

5. List Directors, Officers, Members in Corporation/L.L.C:

Last	First	Middle	Title	Mailing Address	City	State	Zip Code
CVS RS Arizona. LLC			Member	One CVS Dr., Woosocket, RI 02895			
See attached officer list							

(Attach additional sheet if necessary)

6. List all Stockholders / percentage owners who own 10% or more:

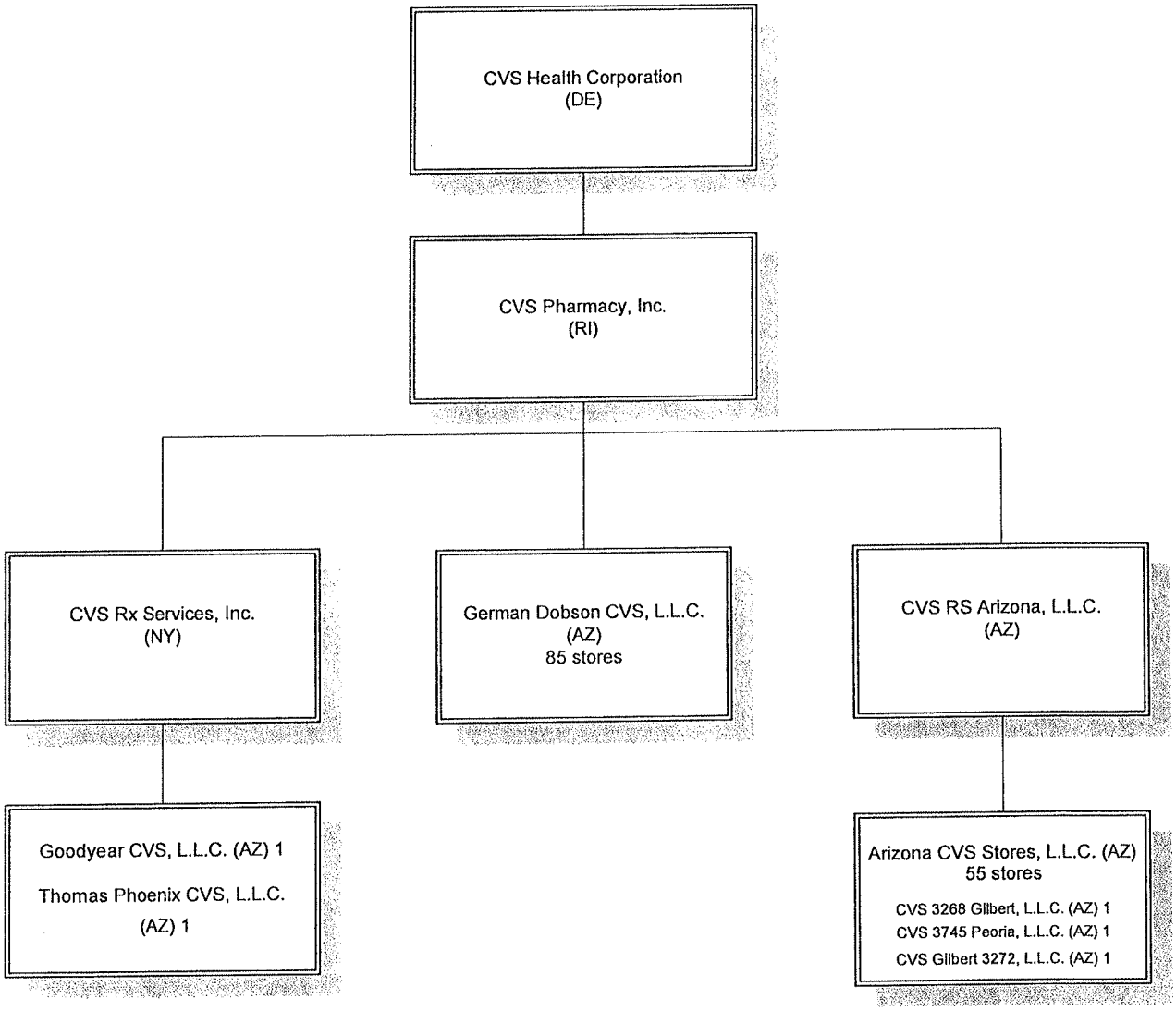
Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code
CVS RS Arizona, LLC			100	One CVS Dr., Woonsocket, RI 02895			

(Attach additional sheet if necessary)

7. If the corporation/ L.L.C are owned by another entity, attach an Organizational **FLOWCHART** showing the structure of the ownership. Attach additional sheets as needed in order to disclose the Officers, Directors, Members, Managers, Partners, Stockholders and percentage owners of those entities.

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Corporate Structure
CVS/pharmacy retail stores in Arizona
As of 7/24/2015



ENTITY NAME: CVS RS Arizona, LLC

0% Ownership for all Officers

Personnel Name	Management Title	Home Address	Business Address	SS #	Driver License	DOB	Phone
Thomas S. Moffatt	President	29 Homestead Circle, Kingston, RI 02881	One CVS Drive, Woonsocket, RI 02895	032561308	RI 9871281	01/26/1964	401-765-1500
Carol A. DeNale	Senior Vice President/Treasurer	75 Poplar St., Watertown, MA 02472	One CVS Drive, Woonsocket, RI 02895	179424528	MA S28023072	02/24/1964	401-765-1500
Melanie K. Luker	Secretary	45 Susan Drive, Cranston, RI 02920	One CVS Drive, Woonsocket, RI 02895	038409380	RI 8002184	11/15/1963	401-765-1500
Linda M. Cimbron	Assistant Secretary	45 Bridge Street, Warren, RI 02885	One CVS Drive, Woonsocket, RI 02895	022443724	RI 8613125	02/25/1955	401-765-1500
Jeffrey E. Clark	Assistant Treasurer	2 Joy Lane, Hingham, MA 02043	One CVS Drive, Woonsocket, RI 02895	040563756	MA S40000772	4/10/1970	401-765-1500
Jason D. Desrochers	Assistant Treasurer	359 Sanford RoadAlfred, ME 04002	One CVS Drive, Woonsocket, RI 02895	007664871	ME 8630213	4/14/1974	401-765-1500

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ENTITY NAME: CVS Pharmacy, Inc.

Personnel Name	Management Title	Home Address	Business Address	Phone
Mark S. Cosby	President	78 Doubling Rd. Greenwich, CT 06830	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Carol A. DeNale	Senior Vice President/Treasurer	75 Poplar St, Watertown, MA 02472	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Thomas S. Moffatt	Vice President/ Secretary	29 Homestead Circle, Kingston, RI 02881	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Linda M. Cimbron	Assistant Secretary	45 Bridge Street, Warren, RI 02885	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Melanie K. Luker	Assistant Secretary	45 Susan Drive, Cranston, RI 02920	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Jeffrey E. Clark	Assistant Treasurer	2 Joy Lane, Hingham, MA 02043	One CVS Drive, Woonsocket, RI 02895	401-765-1500
Jason D. Desrochers	Assistant Treasurer	359 Sanford RoadAlfred, ME 04002	One CVS Drive, Woonsocket, RI 02895	401-765-1500

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ENTITY NAME: CVS Caremark Corporation

Personnel Name	Management Title
Dorman, David W.	Chairman
Brown, C. David II	Director
DeParle, Nancy-Ann	Director
Finucane, Anne M.	Director
Merlo, Larry J.	Director
Millon, Jean-Pierre	Director
Swift, Richard J.	Director
Weldon, William C.	Director
White, Tony L.	Director
Merlo, Larry J.	President and CEO
Denton, David M.	EVP & Chief Financial Officer
Brennan, Troyen A. MD	EVP & Chief Medical Officer
Joyner, J. David	EVP Sales and Account Services, Caremark Pharmacy Services
Foulkes, Helena B.	EVP/President, CVS/pharmacy Retail
Moriarty, Thomas M.	EVP and General Counsel
Roberts, Jonathan C.	EVP/President, Caremark Pharmacy Services
Lofberg, Per G.H.	EVP
Boratto, Eva	SVP, Controller and Chief Accounting Officer
Gold, Stephen L.	SVP Chief Information Officer
DeNale, Carol A.	SVP and Treasurer
McIntosh, Colleen	SVP and Corporate Secretary
Bisaccia, Lisa G.	SVP & Chief Human Resources Officer
Buckley, John M.	SVP & Chief Compliance Officer
Christal, Nancy R.	SVP -Investor Relations
Sussman, Andrew J. M.D.	SVP and Associate Chief Medical Officer
Moffatt, Thomas S.	Vice President and Assistant Corporate Secretary

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SECTION 8 Club Applicants

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE, AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____
2. Is Club non-profit? ☐ Yes ☐ No
3. List all controlling members (minimum of four (4) required)

Last	First	Middle	Mailing Address	City	State	Zip Code

(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 appear on the license) Last First Middle

2. Assignee's Name: _____
Last First Middle

3. License Type: _____ License Number: _____

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.

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

1. Government Entity: _____
2. Person/Designee: _____ ( ) _____
First Last Middle Day time Contact Phone #

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

SECTION 11 Location to Location Transfer: Series 6 Bar, Series 7 Beer & Wine Series 9 Liquor Stores only)

1. Current Business: Name: 4 Star Liquors, ~~LLC~~
Address: 4415 S. 6th Ave Tucson, AZ 85714
(Exactly as it appears on license)

2. New Business: Name: CVS / pharmacy # 9273
Address: 3785 W. Ina Road Marana, AZ 85741

3. License Type: Series 9 License Number: 009100296

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SECTION 12 Person to Person Transfer

Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

1. Individual Owner / Agent Name: Lopez, Edward Phillip (Last / First / Middle) Entity: ~~Allen T~~ AGENT (Individual, Agent, Etc)

2. Ownership Name: 4 Star Liquors, LLC (Exactly as it appears on license)

3. Business Name: 4 Star Liquors, ~~LLC~~ (Exactly as it appears on license)

4. Business Location Address: 4415 S. 6th Ave (Street) Tucson (City) AZ (State) 85714 (Zip)

5. License Type: Series 9 - Liquor Store License Number: 09100296

6. Current Mailing Address: 2650 W. Santa Louisa St. Tucson, AZ 85746 (Street / City / State / Zip)

7. Have all creditors, lien holders, interest holders, etc. been notified? ☑ Yes ☐ No

8. Does the applicant intend to operate the business while this application is pending? ☑ Yes ☐ No

If yes, complete Section 5 (**Interim Permit**) of this application; attach fee, and current license to this application.

9. I, (Print Full Name) See attached "Section 11" 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, (Print Full Name) _____, declare that I am the **CURRENT OWNER, MEMBER, PARTNER STOCKHOLDER or LICENSEE** of the stated license. I have read the above Section 12 and confirm that all statements are true, correct, and complete.

x See attached "Section 11" form
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ (State) County of _____ (County)

The foregoing instrument was acknowledged before me this _____ (Day) day of _____ (Month), _____ (Year).

My commission expires on _____ (Day/ Month/Year) _____ (Signature of NOTARY PUBLIC)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:** LIC. PM 3 50

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: LOPEZ EDWARD PHILIP Entity: AGENT (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: 4 STAR LIQUORS, LLC (Exactly as it appears on license)
3. Current Business Name: 4 STAR LIQUORS (Exactly as it appears on license)
4. Physical Street Location of Business: Street 4415 S. 6TH AVE.
   City, State, Zip TUCSON, AZ 85714
5. License Type: #9 - LIQ. ST. License Number: 09100296
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 2650 W. SANTA LOUISA ST.
   City, State, Zip TUCSON, AZ 85746
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, EDWARD PHILIP LOPEZ (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, EDWARD PHILIP LOPEZ (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.

BY: VIRGINIA PALACIOS (MEMBER)
Virginia R. Palacios
(Signature of CURRENT LICENSEE)

State of ARIZONA County of PIMA
The foregoing instrument was acknowledged before me this 12TH Day DECEMBER Month 2012 Year

OFFICIAL SEAL KEVIN A. SIMMONS Notary Public - State of Arizona PIMA COUNTY My Comm. Expires June 5, 2013

My commission expires JUNE 5, 2013

(Signature of NOTARY PUBLIC)

Attended Marana Regular Council Meeting 10-06-2015

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

LIQSTR

License 09100296

Issue Date: 8/15/2006

Expiration Date: 10/31/2015

Liquor Store

Issued To:
EDWARD PHILLIP LOPEZ, Agent
4 STAR LIQUORS LLC, Owner

Location:
4-STAR LIQUORS
4415 S 6TH AVE
TUCSON, AZ 85714

INACTIVE

Mailing Address:
EDWARD PHILLIP LOPEZ
4 STAR LIQUORS LLC
4-STAR LIQUORS
2650 W SANTA LOUISA ST
TUCSON, AZ 85746

EXP 10/31/2015

POST THIS LICENSE IN A CONSPICUOUS PLACE

Bill of Sale

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IN CONSIDERATION OF THE SUM OF:

*** [redacted] ***lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

4 Star Liquors, LLC, an Arizona Limited Liability Company

hereby grants, bargains, sells and transfers unto the BUYER:

Arizona CVS Stores, L.L.C., an Arizona Limited Liability Company

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License #**09100296**

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: **December 12, 2012**

4 Star Liquors, LLC, an Arizona Limited Liability Company

Edward P. Lopez
Edward P. Lopez, Member

Virginia R. Palacios
Virginia R. Palacios, Member

State of **ARIZONA** }ss:
County of PIMA

On December 12TH, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edward P. Lopez, Member and Virginia R. Palacios, Member personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public

OFFICIAL SEAL
KEVIN A. KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2013

Escrow No.: **00122267**

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SECTION 13 Proximity to Church or School

Questions to be completed by all in-state applicants EXCLUDING those applying for a Series 5 Government, Series 11 Hotel/Motel, and Series 12 Restaurant licenses.

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

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

1. Distance to nearest School: 2,376' feet
(if less than one (1) mile note footage)

Address: 4140 W. Ina Rd #118 Tucson, AZ 85741

Name of School: PPEP Tec High School

2. Distance to nearest Church: 2,481.6' feet
(if less than one (1) mile note footage)

Address: 7570 N. Thornydale Tucson, AZ 85741

Name of Church: Beautiful Savior Lutheran Church

SECTION 14 Business Financials

1. I am the: ☐ Lessee ☐ Sub-lessee ☑ Owner ☐ Purchaser ☐ Management Company

2. If the premise is leased give lessors: Name:_____

Address:_____
Street City State Zip

3. Monthly Rent/ Lease Rate: $ _____

4. What is the remaining length of the lease? _____ yrs _____ months

5. What is the penalty if the lease is not fulfilled? $_____ or other: _____
(Give details-attach additional sheet if necessary)

6. Total money borrowed for the Business not including lease? $_____
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Retail Pharmacy

8. Has a license or a transfer license for the premises on this application been denied by the state with in the past (1) year? ☐ Yes ☑ No If yes, attach explanation.

9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? ☐ Yes ☑ No

10. Is the premises currently license with a liquor license? ☑ Yes ☐ No

If yes, give license number and licensee's name:

License #: 09100004 Individual Owner /Agent Name: ~~Arizona CVS Stores, LLC~~ Jason Barclay Morris
(Exactly as it appears on license)

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SECTION 15 Restaurant or hotel/motel license applicants

1. Is there an existing Restaurant or Hotel/Motel Liquor License at the proposed location? ☐Yes ☑No

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 provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02. (H)(2), a Restaurant is an establishment which derives at least forty (40) percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from sales of food and spirituous liquor on the licensed premises. By applying for this ☐ Restaurant ☐ Hotel/Motel, I certify that I understand that I must maintain a minimum of forty (40) percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit form with this application.

JBM
(Applicant's Signature)

5. 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.

JBM
(Applicant's Initials)

SECTION 16 Diagram of Premises
Check ALL boxes that apply to your business:

☑	Entrances/Exits	☑	Liquor storage areas	**Patio:**	☐ Contiguous
☐	Service windows	☐	Drive-in windows		☐ Non Contiguous

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☐ Yes ☑ No
   If yes, what is your estimated completion date? _____
   Month/Day/Year
2. **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. Place for diagram is on section 16 number 6.
3. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored on the premises unless it is a restaurant (see # 3 above).
4. 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 the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.

JBM
(Applicant's Initials)

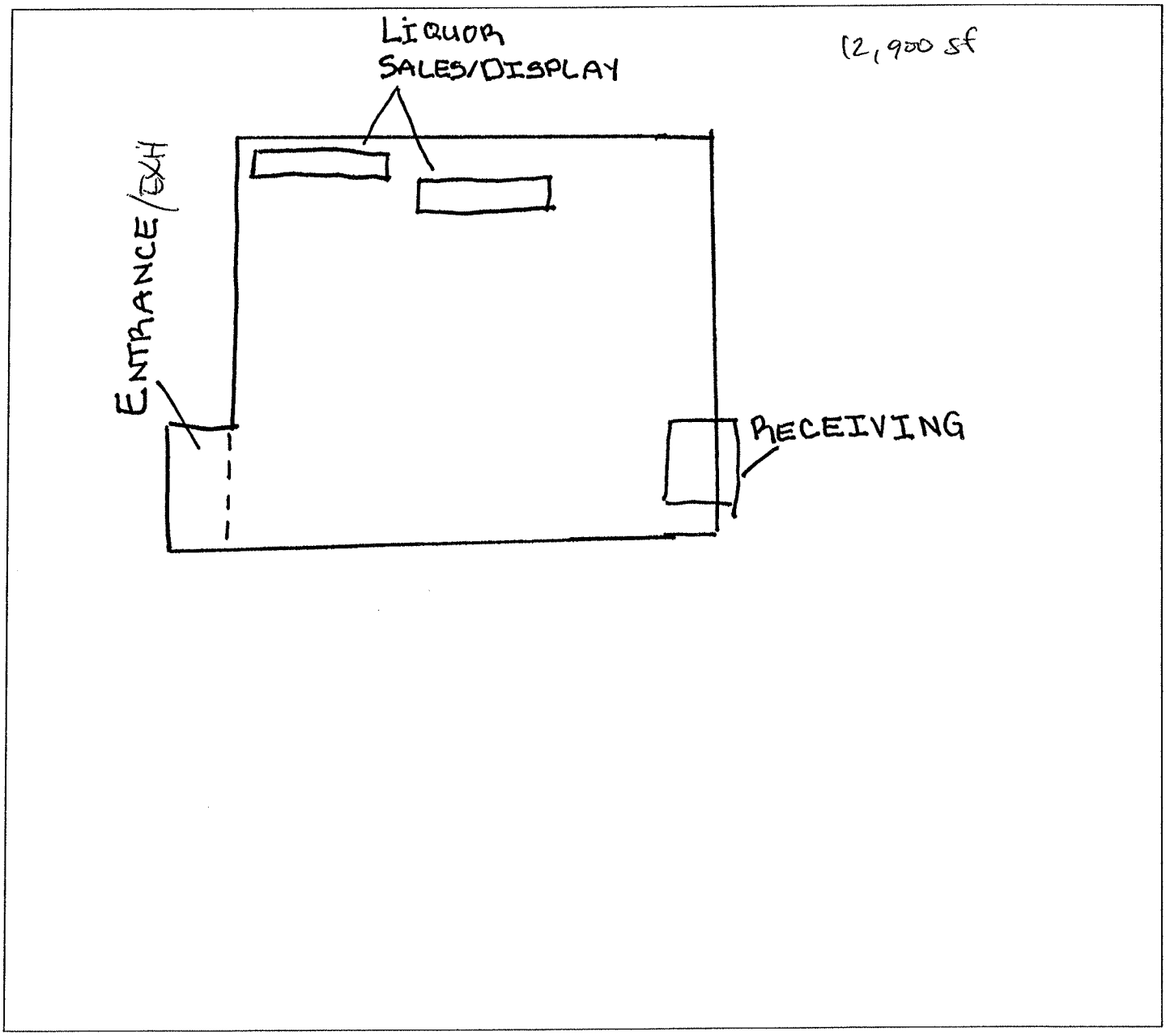
'15 AUG 28 Liqr. Lic. PM 3:51

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. 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 the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES



'15 AUG 28 Liq. Lic. PM 3:51

SECTION 17 SIGNATURE BLOCK

I Jason Barclay Morris, hereby declare that I am the Owner/Agent filing this application as stated in Section 4 # 1.
(Print Full Name)

I have read this application and verify all statements to be true, correct and complete.

X _____
(Signature)

LINDY M. GRAVES
Notary Public, State of Arizona
Maricopa County
My Commission Expires
October 12, 2015

My commission expires on: 10-12-15

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

24 of July, 2015
Day Month Year

Lindy M. Graves
Signature of NOTARY PUBLIC

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

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

POSTED 9/11/2015 11:54 am ER
Removed 9/20/15 11:30am CB

AFFIDAVIT OF POSTING

Date of Posting: September 10, 2015 Date of Posting Removal: _____

Applicant Name: Morris (Last) Jason (First) Barclay (Middle)

Business Address: 3785 W. Ina Road (Street) Tucson (City) 85741 (Zip)

License #: 09100296

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 EBURNS JR (Print Name of City/County Official) Housing Spec. (Title) 520 990 2496 (Telephone #)

Elton E Burns Jr. (Signature) 9/11/2015 (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

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

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 09100296 (Arizona application #)

2. County of: Pima City/Town/County #: _____

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 6th (Day) of October (Month), 2015 (Year) considered the application of Jason Barclay Morris (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 09100296 (Arizona liquor license application #),

for the license series #: type Series #09 Liquor Store (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Jason Barclay Morris (Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

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

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

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 A1

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: October 6, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-106: Relating to Community Development; approving and authorizing the Town Manager to execute one or more quit claim deeds in favor of Habitat for Humanity Tucson for Lot 49 of Honea Heights subdivision and Lots 1 and 4 and Parcel A of Sydney Place subdivision to be used for affordable workforce housing (Lisa Shafer)

Discussion:

In February 2007, the Town and Habitat for Humanity established Marana Builds Habitat (Resolution No. 2007-026), an ongoing cooperative affordable housing program between Habitat and the Town of Marana that intended to produce two to three single-family houses per year. Since then, Habitat for Humanity Tucson, a community-based 501 (c)(3) organization, has partnered with the Town to build multiple houses for qualified families.

In September 2007, the Town used the Community Development Block Grant (CDBG) program affordable housing land acquisition dollars to purchase the property located at 12470 North Whitney Lane (Resolution No. 2007-158), for its affordable housing land inventory and as a prospective site for Habitat homes. This property was purchased with funding from the Town's revolving affordable housing fund. The one-acre property was then platted into four lots and Parcel A, named Sydney Place, accommodating an existing house on Lot 4 and creating Lots 1-3 for new single family homes. Parcel A of Sydney Place was platted as drainage, landscape, utilities, public access and signage. Lots 2 and 3 were previously quit-claimed to Habitat, and are now occupied by Habitat-built homes.

In December 2010, the Town foreclosed on a one-third acre lot (Honea Heights Lot 49) located at 12652 N. Morgan Drive, APN 217-52-0850. The outstanding lien on the property and the delinquent taxes were paid for also using CDBG program affordable housing land acquisition dollars.

Community Development would like to quit-claim the remaining two Sydney Place lots (Lot 1 and 4, including the existing home), Sydney Place Parcel A, and the Morgan Drive lot to Habitat. These properties are shown on aerial depictions attached as backup to this agenda item. The vacant lots will be used for the construction of new affordable housing, and Sydney Place Lot 4 with the existing home will be provided to a family that meets the affordable housing guidelines followed by Habitat for Humanity. The parcels will be quit-claimed to Habitat for Humanity Tucson so that it can begin construction in 2016. The homes will be built using Habitat's self-help, community volunteer model and sold to families making at or below 80% of the area median income. Habitat will pay all construction costs using funds raised through community contributions and grants.

Approval of the attached resolution will authorize the Mayor to execute the quit claim deeds, quit-claiming all of the Town's interest in the Sydney Place land and the Morgan lot to Habitat for Humanity Tucson.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$0.00

The property was purchased using CDBG affordable housing land acquisition dollars. This is an allowable project under the U.S. Department of Housing and Urban Development (HUD) guidelines for the CDBG program. No General Fund Dollars will be used in the project.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2015-106, authorizing the Sydney Place land and the Morgan lot to be quit-claimed to Habitat for Humanity Tucson for affordable housing.

Suggested Motion:

I move to adopt Resolution No. 2015-106, authorizing the Sydney Place land and the Morgan lot to be quit-claimed to Habitat for Humanity Tucson for affordable housing.

Attachments: Resolution No. 2015-106
Sydney Place Map
Morgan Property Map

MARANA RESOLUTION NO. 2015-106

RELATING TO COMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ONE OR MORE QUIT CLAIM DEEDS IN FAVOR OF HABITAT FOR HUMANITY TUCSON FOR LOT 49 OF HONEA HEIGHTS SUBDIVISION AND LOTS 1 AND 4 AND PARCEL A OF SYDNEY PLACE SUBDIVISION TO BE USED FOR AFFORDABLE WORKFORCE HOUSING

WHEREAS the Town of Marana recognizes the need to provide safe, affordable workforce housing for its citizens; and

WHEREAS The Town of Marana has received Community Development Block Grant (CDBG) funding from Pima County for Affordable Housing Land Acquisition; and

WHEREAS Habitat for Humanity Tucson, Inc., an Arizona charitable corporation, provides affordable workforce housing through its *Marana Builds Habitat* program; and

WHEREAS Marana Resolution No. 2007-26 established a Town partnership with Habitat for Humanity Tucson to build affordable housing on property purchased through the CDBG Program; and;

WHEREAS the Town acquired the properties that are the subject of this resolution for affordable housing; and

WHEREAS the Mayor and Council of the Town of Marana find that this resolution is in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Town Manager is hereby authorized to sign quit claim deeds on behalf of the Town of Marana, quit-claiming to Habitat for Humanity Tucson the Town's interest, if any, in and to all of the following:

- 12652 North Morgan Avenue, also identified as Pima County Assessor's Parcel number 217-52-0850; legally described as Lot 49 of Honea Heights subdivision, recorded in the office of the Recorder of Pima County, Arizona, at Book 12 of Maps and Plats, Page 58
- Lots 1 and 4 and Parcel A of Sydney Place subdivision, recorded in the office of the Recorder of Pima County, Arizona, at Book 64 of Maps and Plats, Page 99 (Sequence 20092420577)

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to take such steps as necessary or prudent to assure that the properties quit-claimed pursuant to this resolution are used to provide safe, affordable workforce housing.

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 objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Properties to be Quit Claimed to Habitat for Humanity



Legend

Parcels



Lot 1-APN #217490740 12042 W. Sydney Place
Lot 4-APN #217490770 12470 N. Whitney Lane
Parcel A-APN #217490780

90.6 0 45.29

Feet

Amended Marana Regular Council Meeting 10-06-2015

Pima County GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.



12652 N. Morgan Drive
Parcel #217520850

This map was generated from the Town of Marana's GIS Web mapping system and is to be used for reference use only. GIS data is constantly changing so layers that appear on this map may or may not be accurate or current depending on the date and time this map was created.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A2

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 6, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Principle Statement 3 / Initiative 25: Continually seek and evaluate new water resources to increase the Town's water portfolio

Subject: Resolution No. 2015-107: Relating to Utilities; Authorizing the Town Manager and staff to take all necessary and appropriate steps for the Town of Marana to receive from Avra Water Co-op, Inc. a conveyance of rights and assumption of obligations of Central Arizona Project Municipal and Industrial Water Service Subcontract; approving a draft form of conveyance agreement; and authorizing the Mayor to sign the conveyance agreement and all necessary Central Arizona Water Conservation District subcontract documentation at the conclusion of the approval process (John Kmiec)

Discussion:

Avra Water Co-op, Inc. has an 808 acre-foot allocation of CAP, which Avra Water and the Town would like to have conveyed to the Town. This resolution authorizes the Town Manager and staff to take the necessary and appropriate steps to acquire Avra Water Co-op's full 808 acre-foot CAP subcontract entitlement. The normal process will require the Town to take the following steps:

1. Present a draft conveyance agreement for approval by the Town and Avra Water (this agenda item includes the Town's approval)
2. Submit a joint letter to Arizona Department of Water Resources (ADWR), requesting review of and recommendation for the proposed conveyance. All pertinent documents relating to the proposed transfer will be provided to ADWR, including the draft conveyance agreement and water supply development plans demonstrating how the proposed transfer will meet water management objectives, review criteria, and decision guidelines set forth in the ADWR's Revised Policy Regarding Transfer of CAP Municipal and Industrial Water Subcontract Entitlements.

3. Provide any additional information or documentation requested by ADWR.
4. Demonstrate that the Town has the same or a higher priority for the CAP subcontract entitlement, if another entity requests part or all of the entitlement during the public comment period.
5. Provide any additional information or documentation that may be requested by the Secretary of the Interior after the Secretary's receipt of ADWR's recommendation.
6. Sign, on behalf of the Town, the conveyance contract, after approval by the Secretary of the Interior and the Central Arizona Water Conservation District (CAWCD).
7. Sign, on behalf of the Town, the CAWCD subcontract documentation.
8. Obtain Arizona Superior Court validation of the contracts.

Financial Impact:

Fiscal Year:	FY17-FY21
Budgeted Y/N:	N, not currently
Amount:	$650,000

Upon successful approval of a CAP subcontract transfer to Marana, it is anticipated that the allocation cost will be approximately $592K. With a 10% contingency for CAP administration charges, the final cost may be closer to $650K. It is anticipated that payments will be five annual payments of approximately $130K.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-107, authorizing the staff to take all necessary and appropriate steps to acquire Avra Water Co-op's CAP allocation, and authorizing the Mayor to sign the agreements and documents associated with the acquisition.

Suggested Motion:

I move to adopt Resolution 2015-107, authorizing the staff to take all necessary and appropriate steps to acquire Avra Water Co-op's CAP allocation, and authorizing the Mayor to sign the agreements and documents associated with the acquisition.

Attachments: Resolution No. 2015-107
Exhibit A to Resolution No. 2015-107

MARANA RESOLUTION NO. 2015-107

RELATING TO UTILITIES; AUTHORIZING THE TOWN MANAGER AND STAFF TO TAKE ALL NECESSARY AND APPROPRIATE STEPS FOR THE TOWN OF MARANA TO RECEIVE FROM AVRA WATER CO-OP, INC. A CONVEYANCE OF RIGHTS AND ASSUMPTION OF OBLIGATIONS OF CENTRAL ARIZONA PROJECT MUNICIPAL AND INDUSTRIAL WATER SERVICE SUBCONTRACT; APPROVING A DRAFT FORM OF CONVEYANCE AGREEMENT; AND AUTHORIZING THE MAYOR TO SIGN THE CONVEYANCE AGREEMENT AND ALL NECESSARY CENTRAL ARIZONA WATER CONSERVATION DISTRICT SUBCONTRACT DOCUMENTATION AT THE CONCLUSION OF THE APPROVAL PROCESS

WHEREAS the Town of Marana's current Central Arizona Project (CAP) water allocation is significantly smaller than the quantity of water delivered to Marana Water Department customers; and

WHEREAS the Town's Strategic Plan III adopted in January 2015 includes Community focus area initiative 25, "Continually seek and evaluate new water resources to increase the Town's water portfolio"; and

WHEREAS Avra Water Co-op, Inc. has an 808 acre-foot allocation of CAP, which Avra Water and the Town would like to have conveyed to the Town; and

WHEREAS state law and Arizona Department of Water Resources (ADWR) policies establish procedures for proposed conveyance of CAP subcontract entitlements; and

WHEREAS the Mayor and Council find that acquisition of Avra Water Co-op's CAP subcontract entitlements is the best interests of the Town and its citizens and businesses.

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

SECTION 1. The proposed draft "Agreement for Conveyance of Rights and Assumption of Obligations of Central Arizona Project Municipal and Industrial Water Service Subcontract" ("Conveyance Agreement") attached as Exhibit A to this resolution is hereby approved.

SECTION 2. The Town Manager and Town staff are hereby authorized to take the necessary and appropriate steps to acquire Avra Water Co-op's full 808 acre-foot CAP subcontract entitlement, including without limitation all of the following on the Town's behalf:

1. Submit a joint letter to ADWR, requesting review of and recommendation for the proposed conveyance
2. Provide all pertinent documents relating to the proposed transfer to ADWR, including the proposed draft Conveyance Agreement and water supply development plans demonstrating how the proposed transfer will meet water management objectives, review

criteria, and decision guidelines set forth in the ADWR's Revised Policy Regarding Transfer of CAP Municipal and Industrial Water Subcontract Entitlements.

3. Provide any additional information or documentation requested by ADWR.
4. Demonstrate that the Town has the same or a higher priority for the CAP subcontract entitlement, if another entity requests part or all of the entitlement during the public comment period.
5. Provide any additional information or documentation that may be requested by the Secretary of the Interior after the Secretary's receipt of ADWR's recommendation.
6. Obtain Arizona Superior Court validation of the contracts.

SECTION 3. After approval by the Secretary of the Interior and the Central Arizona Water Conservation District (CAWCD), the Mayor is hereby authorized and directed to sign the Conveyance Contract and any associated CAWCD subcontract documentation on behalf of the Town conveying Avra Water Co-op's CAP subcontract entitlement (or as much of it as is approved by the Secretary for conveyance) to the Town.

SECTION 4. The Town Manager and staff are authorized to perform all acts necessary or desirable to give effect to this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of October, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

AGREEMENT FOR CONVEYANCE OF RIGHTS AND ASSUMPTION OF OBLIGATIONS OF CENTRAL ARIZONA PROJECT MUNICIPAL AND INDUSTRIAL WATER SERVICE SUBCONTRACT

This AGREEMENT is made and entered into by and between AVRA WATER CO-OP, INC. ("Avra"), an Arizona non-profit corporation; and the TOWN OF MARANA ("Marana"), an Arizona municipal corporation. Avra and Marana are sometimes collectively referred to as the "Parties," either of whom is sometimes individually referred to as a "Party."

RECITALS

A. On or about March 29, 2007, Avra, the United States of America (the "United States"), acting through the Secretary of the Interior, and the Central Arizona Water Conservation District ("CAWCD") entered into an amended subcontract for the delivery of municipal and industrial ("M&I") water from the Central Arizona Project ("CAP") in the amount of 808 acre-feet per annum entitled "Subcontract Among the United States, the Central Arizona Water Conservation District and Avra Water Co-op, Inc., Providing for Water Service, Central Arizona Project" Subcontract No. 07-XX-30-W0459 ("Avra's Subcontract").

B. On or about March 29, 2007, Marana, the United States, acting through the Secretary of the Interior, and CAWCD entered into an amended subcontract for the delivery of M&I water from the CAP in the amount of 47 acre-feet per annum, entitled "Subcontract Among the United States, the Central Arizona Water Conservation District, and the Town of Marana, Providing for Water Service, Central Arizona Project," Subcontract No. 07-XX-30-W0470 ("Marana's Subcontract").

C. The Parties desire for Avra to transfer the CAP M&I subcontract entitlement in Avra's Subcontract to Marana.

D. Article 6.7 of Avra's Subcontract provides that the provisions of the subcontract shall apply to and bind the successors and assigns of the parties to the subcontract, but that no assignment of any portion of, or interest in, the subcontract will be valid until approved by the Secretary of the Interior.

AGREEMENT

NOW, THEREFORE, Avra and Marana do hereby mutually agree as follows:

1. Avra hereby assigns, transfers, and conveys to Marana all its rights, title, and interest in and to 808 acre-feet per annum of CAP M&I water to which Avra is entitled under the terms of Avra's Subcontract.

2. Marana has read Avra's Subcontract, knows the contents and requirements thereof, and accepts the assignment of 808 acre-feet per annum of CAP M&I water under the terms of Avra's Subcontract, assumes the obligations thereof, including without limitation the obligation to pay

any and all amounts due under Avra's Subcontract with respect to the 808 acre-feet per annum of CAP water assigned and agrees to be bound by all terms and conditions of Avra's Subcontract.

3. Marana agrees to execute an amendment to Marana's Amended Subcontract increasing its annual entitlement to CAP M&I water by 808 acre-feet per annum.

4. Avra agrees to execute such documentation as is necessary to evidence Avra's relinquishment of its entitlement to CAP M&I water.

5. This Agreement shall not become effective until all of the following conditions have occurred:

a. This Agreement has been fully executed by the Parties.

b. This Agreement and related documents have been reviewed by the Arizona Department of Water Resources as provided by law.

c. The Central Arizona Water Conservation District and the United States, acting through the Secretary of the Interior, have both approved this Agreement, which shall be evidenced by the signatures of their respective representatives on the attached Approval.

d. Marana has executed an amendment to Marana's Subcontract increasing its annual entitlement to CAP M&I water by 808 acre-feet.

e. The amendment of Marana's Subcontract has been validated in accordance with A.R.S. § 48-3731 *et seq*.

f. Avra has executed such documentation as is necessary to evidence Avra's relinquishment of its entitlement to CAP M&I water.

6. Notwithstanding Section 5 of this Agreement, for purposes of entitlement to CAP water and payment of CAP M&I capital charges, this Agreement shall be effective upon its execution by Avra and Marana.

7. The Parties have complied with A.R.S. § 45-107, paragraph D.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the last Party's signature date below.

"Avra":
AVRA WATER CO-OP, INC.

_____
Doug Schneider, President

Date: _____

"Marana":
TOWN OF MARANA

_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn Bronson, Town Clerk

DRAFT

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by Doug Schneider, the President of AVRA WATER CO-OP, INC., an Arizona non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

APPROVAL

THE UNDERSIGNED, pursuant to Article 6.7 of Avra's Subcontract, on behalf of the United States of America, acting through the Secretary of Interior, and the Central Arizona Water Conservation District hereby approve the foregoing Agreement in accordance with its terms.

Legal Review and Approval

By:_____
Field Solicitor
Phoenix, Arizona

THE UNITED STATES OF AMERICA

By:_____
Regional Director
Lower Colorado Region
Bureau of Reclamation

Attest:

By:_____
Secretary

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By:_____
President

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D1

To: Mayor and Council

From: Tom Ellis, Parks & Recreation Director

Date: October 6, 2015

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

Strategic Plan Focus Area Additional Info:
The Commerce focus area of the strategic plan directs staff to seek partnerships with local industry to expand Marana's tourism outreach by allocating financial resource for marketing and partnership opportunities. The Community focus area adds marketing Marana as a destination for unique, family-friendly events. We find ways and opportunities to showcase Marana's achievements through Innovation, and the Recreation focus area guides us to pursue recreational and tourism development opportunities by partnering with public and private entities to promote Marana as a recreation destination.

Subject: Resolution No. 2015-108: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. regarding financial support for the 2015 and 2016 El Tour de Tucson events; and approving the transfer of a total of $10,000 in budgeted expenditure authority from the Economic Development, Tourism, and Parks and Recreation budgets to the General Governments Outside Agencies line item for purposes of funding the agreement for fiscal year 2016 (Tom Ellis)

Discussion:

At the August 4 Town of Marana Council Meeting, Richard De Bernardis and Marilyn Hall of Perimeter Bicycling Association of America presented a unique opportunity to showcase Marana through a partnership with the El Tour de Tucson bicycling event. The proposed agreement on tonight's agenda will formalize an agreement regarding the Town's participation in and financial support of El Tour.

Pursuant to the proposed agreement, the Town will contribute $10,000 to Perimeter Bicycling for the 2015 El Tour event and $15,000 for the 2016 El Tour event. The proposed agreement runs

through December 31, 2016. However, the Town may terminate the Agreement and elect not to participate in the 2016 El Tour de Tucson event by providing written notice to Perimeter on or before April 30, 2016.

The Town of Marana would be marketed and promoted through the multiple avenues before, during, and after the El Tour de Tucson event. The marketing campaign includes advertisements in three issues of Perimeter Bicycling's bimonthly publication Tailwinds with a circulation of 30,000 in Arizona, California, Nevada, Colorado, and New Mexico; a full page article in the Perimeter Bicycling Journal promoting Marana's commitment to health and wellness; "Welcome to Marana" signage along the El Tour route through Marana; Marana featured prominently on all of El Tour's course maps; a separate section on the El Tour de Tucson website; and promotion through regular distribution of Perimeter Bicycling E-news.

The El Tour de Tucson is America's largest perimeter bicycling event with 8,000 cyclists along with their families, and friends joining to celebrate accomplishment, health and wellness, and enjoy their stay. The El Tour is the largest bicycling event in Arizona and the seventh largest in the United States. It is the second highest economic impact event in Southern Arizona. More than $10 million dollars is raised for over 50 nonprofit agencies, Marana's nonprofits can be part of this.

The 2016 edition of the El Tour de Tucson will include Marana's own 25 mile cycling event starting near the Marana Heritage River Park. Initial estimates suggest that 300 to 500 cyclists would participate in 2016 with a goal of 1,500 cyclists in future years. The El Tour is already a well-known national and international event. Logistics and promotion for the Marana event is the responsibility of Perimeter Bicycling. The Town of Marana would have the ability to add to the event, perhaps creating a new signature event promoting Marana's healthy active lifestyle and high quality of life.

The partnership compliments Marana's economic development, recreation, and tourism strategies by increasing awareness for Marana in a regional and international market where 55% of participants in El Tour come from outside Pima County including Phoenix, California, and Colorado which are target Markets for "Discover Marana". Marana's marketing efforts can be focused with its local lodging partners to increase occupancy during "El Tour Week". It creates a family recreation event for the community and beyond.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	No
Amount:	$10,000
Fiscal Year:	2017
Budgeted Y/N:	TBD
Amount:	$15,000

Staff identified a funding plan for FY2016 which includes 1/3 contributions from economic development, tourism and parks and recreation budgets. Staff is also seeking authorization to move expenditure budget from the above mentioned departments/areas to the general governments outside agencies line item for FY2016, should this item be approved. The budget adjustments can be absorbed within the respective departments/areas.

Staff Recommendation:

Staff recommends approval of the agreement and budget reallocation.

Suggested Motion:

I move to adopt Resolution No. 2015-108, approving and authorizing the Mayor to execute an agreement with Perimeter Bicycling Association of America, Inc. regarding financial support for the 2015 and 2016 El Tour de Tucson events; and approving a budget reallocation for purposes of funding this agreement for fiscal year 2016.

Attachments:

Resolution No. 2015-108
Exhibit A to Resolution 2015-108
Exhibit A
Perimeter presentation

MARANA RESOLUTION NO. 2015-108

RELATING TO SPECIAL EVENTS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. REGARDING FINANCIAL SUPPORT FOR THE 2015 AND 2016 EL TOUR DE TUCSON EVENTS; AND APPROVING THE TRANSFER OF A TOTAL OF $10,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE ECONOMIC DEVELOPMENT, TOURISM, AND PARKS AND RECREATION BUDGETS TO THE GENERAL GOVERNMENTS OUTSIDE AGENCIES LINE ITEM FOR PURPOSES OF FUNDING THE AGREEMENT FOR FISCAL YEAR 2016

WHEREAS on January 6, 2015, the Town Council adopted the Town of Marana Strategic Plan III which identifies Community as one of its five focus areas and includes the initiative to market Marana as a destination for unique, family-friendly events; and

WHEREAS Perimeter Bicycling Association of America, Inc. ("Perimeter") is a nonprofit corporation responsible for the promotion and production of the annual El Tour de Tucson cycling event, which raises money for nonprofit, charitable entities and brings economic impact to the local community; and

WHEREAS the Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 2015 and 2016 El Tour de Tucson cycling events; and

WHEREAS on June 16, 2015, the Town Council adopted the fiscal year 2016 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the fiscal year 2016 budget did not include funding for financial support for the El Tour de Tucson cycling event; and

WHEREAS the Town Council desires to transfer budgeted expenditure authority in the fiscal year 2016 budget of $10,000 from the Economic Development, Tourism, and Parks and Recreation budgets to the General Governments Outside Agencies line item; and

WHEREAS reallocations of budgeted expenditure authority are necessary from time to time; and

WHEREAS the Town Council finds that the agreement and budget reallocation addressed by this resolution are in the best interests of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, as follows:

SECTION 1. The agreement between the Town of Marana and Perimeter Bicycling Association of America, Inc. for the 2015 and 2016 El Tour de Tucson events, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

SECTION 2. The Town Council hereby approves the transfer of a total of $10,000 in budgeted expenditure authority from the Economic Development, Tourism, and Parks and Recreation budgets to the General Governments Outside Agencies line item for fiscal year 2016 for financial support for the 2015 El Tour de Tucson event.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC. FOR THE 2015 AND 2016 EL TOUR DE TUCSON EVENTS

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation ("Perimeter"). The Town and Perimeter are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. In January 2015, the Town Council of the Town of Marana adopted the Town of Marana Strategic Plan III (the "Plan"). The Plan identifies Community as one of its five focus areas. Under the Community focus area, the Plan includes an initiative to market Marana as a destination for unique, family-friendly events.

B. Perimeter is a nonprofit corporation responsible for the promotion and production of the annual El Tour de Tucson cycling event, which raises money for nonprofit, charitable entities and brings economic impact to the local community.

C. The Town and Perimeter desire to enter into an agreement regarding the Town's participation in and financial support of the 2015 and 2016 El Tour de Tucson cycling events.

D. The Town finds that the benefits to the Town resulting from Perimeter's promotion and production of the 2015 and 2016 El Tour de Tucson events have a value at least equal to the fair market value of the financial support to be provided to Perimeter by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Financial support to be provided by the Town.* Pursuant to the terms and conditions of this Agreement, including without limitation paragraph 18 (*Termination*) below, the Town shall provide financial support to Perimeter for the 2015 and 2016 El Tour de Tucson events as follows:

a. The Town shall provide $10,000 for the 2015 event, payable on or before November 1, 2015.

b. The Town shall provide $15,000 for the 2016 event, payable on or before November 1, 2016.

2. *Event promotion by the Town*. In addition to the financial support provided pursuant to paragraph 1 above, the Town shall also promote the events through the Town's media/communication outlets, as described in Perimeter's September 8, 2015 sponsorship proposal to the Town, attached hereto and incorporated herein by this reference as Exhibit A.

3. *Benefits to be provided to the Town*. In exchange for the financial support described in paragraph 1 above, Perimeter shall provide to the Town the benefits and services described in Exhibit A.

4. *Books; taxes.* Perimeter shall make available to the Town for inspection any books, ledgers or statements kept by Perimeter regarding activities conducted pursuant to this Agreement. Perimeter shall be liable for all taxes applicable to the proceeds received by Perimeter under this Agreement, if any.

5. *Effective date and duration.* This Agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until December 31, 2016, unless sooner terminated pursuant to paragraph 18 below. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 9 below shall survive termination of this Agreement.

6. *Relationship of the Parties.* In the performance of the services contemplated by this Agreement, Perimeter shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and Perimeter.

7. *Use of Town logo and seal.* The Town grants Perimeter a limited license to use, at no cost, the Town's logo and seal in Perimeter's performance of the services described in this Agreement. Perimeter shall not use the Town's logo and seal for any other purpose or use. Perimeter shall not modify, revise or alter the Town's logo or seal in any way.

8. *Insurance*. During the term of this Agreement, Perimeter shall maintain insurance from carriers acceptable to the Town with the following required minimum coverages and limits, and the Town shall be named as an additional insured on the commercial general liability insurance policy for the purposes of Perimeter's activities in relation to the events covered by this Agreement:

Worker's Compensation:	Statutory
Employer's Liability:	U.S. $100,000
Commercial General Liability:	U.S. $1,000,000 per occurrence
	U.S. $2,000,000 aggregate
Business Auto Liability:	U.S. $1,000,000 combined single limit

a. Perimeter shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 8 to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. Perimeter shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Legal Department.

b. As an additional insured on Perimeter's commercial general liability policy, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Perimeter. Perimeter shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (a) above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph 8 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of Perimeter's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this paragraph 8.

d. The certificate(s) shall also stipulate that the insurance afforded Perimeter shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by Perimeter. Coverage provided by Perimeter shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph 8 may not be changed or modified except by written agreement signed by both Parties.

f. During the term of this Agreement Perimeter shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 8. Perimeter shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 8. Cancellation or reduction of any coverage required by this paragraph 8 is grounds for termination of this Agreement by the Town.

9. *Indemnification.* Perimeter agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action,

liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Perimeter's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party Perimeter contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by Perimeter, or anyone for whose acts Perimeter may be liable.

10. *Notices.* All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to:
TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

With a copy to:

TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to Perimeter, to:
PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC.
Attn: Media Director
2609 E. Broadway Boulevard
Tucson, Arizona 85716

Either Party may from time to time designate any other address for this purpose by written notice to the other Party. All notices under this Agreement shall be deemed received upon actual receipt.

11. *Entire agreement.* This Agreement constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Agreement and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Agreement.

12. *Authority to execute agreement*. The individuals executing this Agreement hereby represent that they have full right, power, and authority to execute this Agreement on behalf of their respective Parties.

13. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the per-

formance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

14. *Immigration laws.* Perimeter warrants that it will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Perimeter acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who performs work or services pursuant to this Agreement to ensure compliance with this warranty.

15. *Conflict of interest.* This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

16. *Attorneys' fees.* The prevailing Party in a civil action to enforce this Agreement shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

17. *Governing law.* This Agreement shall be construed in accordance with the laws of the State of Arizona.

18. *Termination.*

a. Notwithstanding paragraphs 1 and 5 above, the Town may terminate this Agreement and elect not to participate in the 2016 El Tour de Tucson event by providing written notice of the same to Perimeter on or before April 30, 2016. Upon termination pursuant to this subparagraph (a), the Town shall have no further obligation to Perimeter for the 2016 El Tour de Tucson event.

b. This Agreement may be terminated without further liability on 30 days' prior written notice by either Party upon a default by the other Party of any covenant or term of this Agreement, which default is not cured within 30 days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such 30-day period and the defaulting party has started to cure the default within the 30-day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten days from receipt of written notice.

c. This Agreement may be terminated by mutual written agreement of the Parties.

19. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by both of the Parties.

b. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Agreement.

c. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____

Ed Honea, Mayor

Date:_____

ATTEST:

_____

Town Clerk Date

APPROVED AS TO FORM:

_____

Town Attorney Date

"Perimeter":

PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation

_____

Richard DeBernardis, President / CEO

Date_____

Federal I.D. # _____

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Richard DeBernardis, President/CEO of PERIMETER BICYCLING ASSOCIATION OF AMERICA, INC., an Arizona nonprofit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A: Perimeter's Sponsorship Proposal, dated September 8, 2015

Perimeter Bicycling

Association of America, Inc

invites

Town of Marana

to become

2015 El Tour Gateway
to Health & Wellness through Bicycling
&
Title Sponsor
of the
2016 El Tour 25-Mile Event

Ride Day,
Saturday, November 21, 2015

Ride Day,
Saturday, November 19, 2016

Prepared by:
Richard DeBernardis, CEO
and
Marilyn Hall, Media Director
2609 E. Broadway, Tucson, AZ 85716
Phone (520) 745-2033
Fax: (520) 745-1992
media@perimeterbicycling.com
www.perimeterbicycling.com
September 8, 2015

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Thank you for reviewing the contents of this Invitation & Proposal

Invitation

Perimeter Bicycling Association of America, Inc has created a promotional program to establish a separate and distinguished identity for Town of Marana in the 33-year old El Tour de Tucson; and, respectfully invites Town of Marana to begin its identity development by becoming

"The 2015 Title Sponsor of El Tour Gateway to Health & Wellness"

and

"The 2016 Title Sponsor of the El Tour 25-Mile Event"

El Tour–Town of Marana Promotional Identity Program Description

Perimeter Bicycling Association of America, Inc, a 501(c)(3) non-profit organization and the producers of the annual El Tour de Tucson, has created a 2-year promotional program that will describe the role of Town of Marana in El Tour and create an awareness of the Town of Marana as a separate community with its own identity as a cycling region within Pima County, Arizona.

The first stage of development will include a program to create an awareness of Town of Marana as a separate community within Pima County and also advance recognition of the Town as a cycling region by promoting the Town as "*The 2015 Title Sponsor of El Tour Gateway to Health & Wellness through Bicycling*". In the second year, Perimeter Bicycling will then focus on giving the Town a more prominent feature in El Tour by including a new cycling event in its main attractions entitled "*The 2016 Town of Marana El Tour 25-Mile Event*" ; thereby having 5 major cycling events in El Tour: 104-75-55-40 & 25-miles.

All the benefits and requests needed to establish this identity are listed in this invitation & proposal along with a description of El Tour.

El Tour Credits

Largest Cycling Event in State of Arizona and 7th largest cycling event in the United States (between 8,700 – 9,200 cyclists annually and 2,000 volunteers)

2nd Largest Economic Impact Event in Southern Arizona with an impact of $13 Million - $20 Million impact on ride weekend alone and 2 – 5 times that amount year-round according to 1999/2000 Eller School- El Tour Economic Impact Study

The one single cycling event that raises money for ***more*** non-profit organizations than any other cycling event in United States. This year El Tour will benefit more than 50 non-profit organizations. *Over $8.5 Million was raised in 2014 El Tour and in 2015 expecting to raise over $10 Million*

Received distinguished honors by University of Arizona and The National *League of American Bicyclist*s for turning an entire city and county into a healthier community through bicycling

Responsible for having our community being acknowledged as "The #1 Bicycle City

in United States" (*Outside Magazine*, 2012) and often referred to as "The Bicycle Capital of America"

Event History

El Tour de Tucson was founded in 1983 with a focus on raising funds for a credible, recognizable, non-profit charitable agency and to encourage cyclists of all ages and abilities to take up cycling as a means to a healthier lifestyle through adopting bicycling as a daily means of staying fit both psychologically and physically.

Since its inception 32 years ago, El Tour de Tucson has lead to the development of many other fundraising cycling events, including but not limited to the following: El Tour de Mesa, Cochise County Cycling Classic, Tour of the Tucson Mountains and El Tour de Mt Fuji (Japan). Perimeter Bicycling's flagship event, El Tour de Tucson, is now approaching its 33rd year of operation in 2015 and has become Arizona's largest road cycling event and the 7th largest cycling event in the United States.

Registration Statistics: In 1983 the event had a total of 198 cyclists and has grown to its highest registration in its 25th year (2007) to 9,120. In the past 5 years, El Tour's registration ranged from 8,200 – 8,700 cyclists. The 33rd El Tour de Tucson is expected to break the attendance record and attract over 9,000 cyclists.

Fundraising: In 1983 El Tour raised $4,500 for the American Diabetes Association and in 2001 (the 19th El Tour) raised $3,156,937. In the event's 32-year history over $50 Million has been raised for non-profit organizations including: American Diabetes Association, American Parkinsons Disease Association, Arthritis Foundation, Ben's Bells, Carondelet Rehabilitation Services of Arizona, Community Food Bank of Tucson, Diamond Children's Medical Center, Easter Seals, GSA-USA-ECO Flag Project, Huntsman Cancer Institute of Utah, Juvenile Diabetes Research Foundation (JDRF), League of American Bicyclists, Leukemia and Lymphoma Society, Rotary International Polio Plus, Tucson Association of the Blind & Visually Impaired, Tu Nidito Children & Family Services, Water for People, … and other Perimeter Bicycling Charities. It is projected that the 2015 El Tour will raise over $10 Million for 50-plus nonprofit agencies.

Event Description

El Tour de Tucson is an event for cyclists of all ages and abilities that includes a 104-mile ride around the Perimeter of Tucson, Arizona along with 75, 55 & 40-mile events. In addition, there is a Fun Ride of 11, 6 and ¼-miles. At times the event distances can change due to construction along the course.

The 104-mile event and Fun Ride start and finish in the heart of downtown Tucson while the other three events (75, 55 & 40-mile events) are remote starts along the 104-mile route and finish in the downtown area along with the 104-mile and Fun Ride events. There are different starting points, but the same finish line for all events. There are 15-20 aid stations along the 104-mile route supplied with three different kinds of fruit, water, cookies and pretzels. Each aid station is staffed by a different volunteer community group. Some of these groups have been doing the same aid station for over 25 years.

Medical and emergency support has been supplied by AZ1-DMAT, a statewide emergency team that was started in each state after 9-11. During the course of 10 months prior to El Tour, every municipality attends a monthly route meeting to plan and organize the route for the next El Tour. Municipalities include: the police, transportation and risk management departments from Oro Valley, City of Tucson, Town of Marana, ADOT and Pima County along with the staff from Perimeter Bicycling and the 4-6 different barricade companies.

Event Beneficiaries & Fundraising

In following the tradition, values and objectives of Perimeter Bicycling Association of America. Inc, all of its cycling events benefit a recognizable nonprofit 501(c)(3) charitable agency; thereby keeping with our motto, *cycling in pursuit of a cause*. This year's 33rd El Tour de Tucson will benefit 50-plus national and/or regional nonprofit agencies.

Projected Fundraising for 2015: Perimeter Bicycling is projecting to raise over $10 million from the 33rd El Tour. It is further projected that the new "primary" beneficiary, Easter Seals, in the 33rd El Tour should receive between $250,000 & $300,000.

Economic Impact

Based on an economic impact study performed by the Graduate School of Business at the University of Arizona in the year 2000, it is estimated that for every 1,000 cyclists, there is an economic impact of $1.5 - $2 Million dollars on the local community; therefore, Perimeter Bicycling is projecting between a $13-18 Million economic impact on Pima County, Arizona community through its 33rd El Tour de Tucson.

Calendar of Event Activities and Program:

El Tour Ride Day is Saturday, November 21, 2015

El Tour Ride Day is Saturday, November 19, 2016

Event Activities & Programs	Dates	Projected Attendance
- El Tour Adventure Run	3rd weekend of September	300 – 500
- El Tour Coloring Contest	Nov 1st through Nov 30th	150 – 200
- Kids Riding for those who can't	Nov 1st through Nov 30th	100 - 200
- El Tour de Swap Meet	Sat before El Tour Ride Day	4,000 – 6000
- Indoor El Tour	8 days beginning Sat before El Tour Ride Day	3,000 – 5,000
- Dedication Dinner	Wednesday before Ride Day	500-750
- Platinum Meetings (4)	Thurs & Fri of El Tour Week	750 – 1,000
- Orientation Meetings (30-40)	Thurs & Fri of El Tour Week	1,000 – 3,000
- EXPO – Indoor – 2-days	hurs & Fri of El Tour Week	15,000 – 25,000
- El Tour Celebrity News Conference	Fri of El Tour Week at 3:00 pm	500 – 1,000
- EXPO – Outdoor @ start-finish line *(a.k.a. El Tour Downtown Fiesta)*	Sat, Ride Day, Nov 22, 2015	25,000 – 30,000
- Ride Day Radio Show	**Sat, Ride Day, Nov 21, 2015**	**Entire Pima County Community**
- 104-Mile cycling event	Sat, Ride Day, Nov 21, 2015	4,000 – 5,000
- 75-Mile cycling event	Sat, Ride Day, Nov 21, 2015	600 – 700
- 55-mile cycling event	Sat, Ride Day, Nov 21, 2015	1,700 – 2,000

- 40-mile cycling event	Sat, Ride Day, Nov 21, 2015	1,700 – 2,000
- Fun Ride of 11, 6 & ¼-mile	Sat, Ride Day, Nov 21, 2015	600-800
- Bike Patrol	Sat, Ride Day, Nov 21, 2015	200 - 300
- Grand Cycling Awards Ceremony	Sat, Ride Day, Nov 21, 2015	600 – 1,000
- 8-day Indoor El Tour Finish	Sat, Ride Day @ 5:00 pm	5,000
- Closing Ceremony: El Tour Celebration of Life	Sun, 3:00, PM at El Tour Creek House	300 – 500

Note: Event closes on Ride Day: 5:00 pm

Dedication Recipient (that is, who the ride is dedicated to)

The 33rd El Tour de Tucson will be the 113th perimeter bicycling event produced by Perimeter Bicycling Association of America, Inc. Each of its events has always been dedicated to someone who has performed outstanding accomplishments to the bicycling and/or wellness community and/or has encouraged people of all ages and abilities to take up cycling as a means to good mental and physical health.

El Tour's Dedication Recipients included:

The Dedication Recipient for 2015 is Arizona's most respected couple: Former Congresswoman Gabrielle Giffords and retired NASA astronaut Captain Mark Kelly

Past Recipients included:

(1983) **Amerigo & Helen DeBernardis**, *Parents of El Tour Founder for their 50th wedding anniversary*
(1986) **John Marino**, *Founder, Race Across America*
(1988) **Elaine Mariolle**, *winner of the 3,000-mile Race Across America*
(1991) **Dwight Smith**, PhD, *oldest person to bicycle the Perimeter of the Continental United States*
(1992) **Dr Greg & Trudy Maciulla Family** *El Tour's First Family*
(1995) **Dennis Shephard**, *First Blind Person to bicycle across the United States*
(1998) **Rose Stewart**, *World's Oldest Woman Tri-athlete at the age of 80*
(1999) **The Phinney Family,** *Leading American racing cycling family*
(2000) **Greg LeMond**, *Greatest American cyclist of 20th Century & 3-time Tour de France Champion*
(2001) **Karen Smyers**, *World Champion Tri-athlete & Cancer Survivor*
(2002) **Jeannie Longo of France,** *Cycling Legend* **&** *World's Greatest Cyclist*
(2003) **Greg Hockensmith**, *World Champion Hand Cyclist & Mt Fuji Hand-cycling World record Holder*
(2006) **Dr. Richard Carmona**, *17th Surgeon General of the United States*
(2007) **Tatsuo Okada**, PhD, *Founder of the ECO-Flag Movement*
(2010) **John Howard**, *Ironman Champion, Olympian & World Bicycle Speed Record Holder*
(2012) **Andy Clarke**, *President of the League of American Bicyclists*
(2013) **John Hewko**, *General Secretary, Rotary International – Polio Plus Program*

What is Perimeter Bicycling?

Perimeter Bicycling Association of America, Inc. is a 501(c)(3) nonprofit, tax-exempt organization responsible for the promotion and production of three major cycling events: El Tour de Tucson, El Tour de Mesa and the Cochise County Cycling Classic. In addition, Perimeter Bicycling publishes *Tail Winds*, a bi-monthly newspaper, *Perimeter Bicycling Journal*, an annual magazine and *Perimeter E-News*, an electronic publication distribute twice a month to 20,000 – 25,000 active members.

Each Perimeter Bicycling event raises funds for a specific nonprofit charitable agency and in its 32-year history; Perimeter Bicycling has raised more than $50 million dollars for local and national charitable organizations.

Perimeter Bicycling establishes world records in perimeter cycling and maintains a database of approximately 202,000 cyclists. Our motto is: "*One learns more by going around than by cutting across.*"

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Objectives of Perimeter Bicycling Association of America, Inc.

I. To establish bicycling as a way to good mental and physical health as well as a means of recreation, transportation and physical achievement.
II. To raise funds for other worthy non-profit 501(c)(3) charitable agencies.
III. To aid in the economic development of the State of Arizona, as well as the event's hosting city and county.
IV. To establish Pima County as the bicycle center of America.
V. To promote bicycling as a means of reducing air pollution.
VI. To encourage individuals to adopt bicycling as a natural activity in their daily life.
VII. To produce bicycling events for cyclists of all ages and abilities.

Your Funds to Perimeter Bicycling

Funds received by Perimeter Bicycling from profit-making businesses are declared by the business as a contribution or direct advertising expense. Funds received by non-profit organizations, foundations or municipalities are considered grants, contributions or at times, advertising expenses. All funds given to Perimeter Bicycling are termed "underwriting fees" which means these monies go toward underwriting a portion of the $1.4 million to $1.8 million in event expenses that it takes to produce this annual national event.

Each business, agency, municipality or sponsor decides to declare their underwriting funds to Perimeter Bicycling in the way they choose as a contribution, grant or advertising expense as defined by the rules of the IRS. For purposes of declaring your funds, you may use **Perimeter Bicycling's Tax ID# 860830696.**

Of the $600,000 received in underwriting funds each year from sponsors, businesses and/or municipalities, about 5% go to the non-profits benefiting from El Tour; 95% of the underwriting funds received from all agencies or businesses go directly to pay for the production and operation expenses of El Tour. These funds enable Perimeter Bicycling to raise $8 Million - $10 million for the 50 non-profits benefiting from El Tour and create a $13 million-$20 million economic impact annually. Without these operational funds from businesses, municipalities and other types of agencies, there would be no El Tour. Your funds raise tens of millions of dollars each year.

Overall goal for El Tour in five (5) years: 100 non-profits raising more than $100 million with an economic impact of $25 - $40 Million.

Note: The Town's Funding will be reinvested back into the Town by paying for a portion of the $21,000 Town of Marana Traffic Control Support and $24,000 in Safety Equipment Support needed to conduct a safe route through Marana for both cyclists and motorists**.**

Total cost of traffic control/police support El Tour Day in 2014: $130,439
Note: $21,535 of the $130,439 went directly to Town of Marana

Total cost of safety equipment on El Tour Day in 2014: $142,293
Note: $24,000 of the $142,293 went directly into Town of Marana

Total expenses to Perimeter for the Route that goes through the Town are: $45,535. Perimeter is only requesting $10,000 (in 2015) and $15,000 (in 2016) from the Town to help pay for these expenses. The remaining expenses of $35,535 will be paid by event registration fees. Projected expenses in 2015 are $50,000; for 2016 $65,000.

Benefits

As an official Partner of the 2015 & 2016 El Tour de Tucson, **Town of Marana** will receive the following benefits:

(1) **Official Event Sponsor Title**: The Town will be officially recognized accordingly:

in 2015
Town of Marana
El Tour Gateway to Health & Wellness Through Bicycling

and in 2016
Town of Marana
El Tour 25-Mile Event

Note: In 2015 Town of Marana may decide to have a different title describing their connection with El Tour. Perimeter will work with Town of Marana representative to determine the best title to represent them in El Tour.

(2) **Exclusivity**: Perimeter Bicycling will not promote any other sponsor with the titles listed in Benefit #1. These titles are reserved exclusively for **Town of Marana** .

(3) **Tail Winds Advertising:**

You will be given a half page, full color ad in the following issues of Tail Winds:

November/December 2015, January/February 2016 (the El Tour Results issue), and

March/April issues of *Tail Winds.*

Note: Tail Winds is a bimonthly newspaper and features articles on all aspects of health, fitness, exercise, cycling, running, triathlons and other outdoor activities and events. *Tail Winds* is published by Perimeter Bicycling and has a distribution of 30,000 with a direct mailing of 12,500 and 17,500 distributed throughout retail shops and events in Arizona and surrounding states.

Note: a) Sponsor must provide digital artwork.
b) Deadline for advertising is the 5th of the month prior to month of publication.

(4) **Additional Tail Winds Promotion**

In addition to the ads above, Perimeter Bicycling will run articles in 3 issues of Tail Winds showing the public how the TOWN is a bicycle region and to encourage El Tour cyclists to return to the TOWN after El Tour during the Winter & Spring for training and/or touring. Tail Winds will also feature different activities that related to health & wellness to show how the TOWN is a "Health & Wellness Center".

(5) **Perimeter Journal Promotion:**

Full page article describing the Town's commitment to bicycling as a means to good health & wellness. We will encourage our readers to return to the Town for training and recreational cycling, as well as to participate in some of your other outdoor activities.

Note: Perimeter Bicycling Journal': 10,000 copies are printed and distributed to cyclists, sponsors, volunteers and Perimeter members.

(6) **Website Promotion:**

Town of Marana logo and name will be displayed with the scrolling logos on Perimeter Bicycling's home page and El Tour home page.

Separate Town of Marana Page on Website: Perimeter Bicycling will work with the Town's transportation Department to place a map on Perimeter's website showing the Town's Map with bicycle paths, or link to the Town's map showing all the bicycle related roads and activities. In addition, Perimeter will list in this section all annual activities in the Town that are related to Health & Wellness.

(7) **Redesign the El Tour Route Map** to accentuate the Town of Marana boundaries, differentiating it from Tucson, and Oro Valley to show that the TOWN is a separate geographical area in Pima County.

This map will be displayed in Tail Winds, the Journal, the Perimeter website, and at times in Arizona Daily Star. In addition, 10,000-15,000 copies will be printed to distribute to cyclists, volunteers and supporters.

(8) **New signage:** Create a "Welcome to the Town of Marana" sign, placed at the start of El Tour's route through the Town, another at the end of the town limit "You are now leaving the Town of Marana. Come back and visit us again"

Note: Perimeter can include on this sign, your official title:

Town of Marana - El Tour Gateway to Health & Wellness Through Bicycling

(9) **Include a Town of Marana non-profit as an official El Tour Beneficiary:** Perimeter Bicycling will work with the Town to select a one or more non-profits to include as part of the official supporting beneficiary program of El Tour where that beneficiary(ies) can raise money through El Tour.

(10) **Event Packet Stuffing, two options:** You may provide promotional material for the approximately 9,000 to 10,000 event packets that are given to cyclists and volunteers. Or, you have the option to choose to use El Tour's Virtual Event Bag. Promotional pieces must be delivered to the Perimeter Bicycling packet stuffing site October 23, 2015.

El Tour's Virtual Goodie Bag: *El Tour goes green!!!!* In addition to the traditional packet stuffing, Perimeter is offering for our sponsors to take part in El Tour Virtual Goodie Bag. A special software platform will provide event participants an on-line link to retrieve offers and coupons provided by El Tour event sponsors. This eliminates the cost of printed paper and/or coupons. Your offer can be anything: a coupon promoting a product or service, a discount in another one of your events,

enticement to come to your booth at El Tour EXPO, discounts at restaurants, theaters or retail shops. The promotion is endless – and trackable! Your Perimeter Rep will give you more details after you decide what type of promotion you would like this year: packet stuffing, virtual or both!

(11) **Complimentary Full Page ad in Ride Information Booklets**

You will be given a complimentary full page Black & White ad in the event's Rules and Information Booklet (otherwise known as the Event Manual). Size of full page ad will be given to you after the signing of an acceptance agreement.

You are responsible for the production of this ad. Must be provided in digital format and delivered to Perimeter Bicycling by September 30th.

(12) **T-shirt Exposure & Promotion**: **Town of Marana** name will be prominently displayed on approximately 10,000 cyclist and volunteer t-shirts.

(13) **Sponsor Banners: Town of Marana** may provide up to four (4) of their own banners, which will be placed along El Tour's main start/finish line in downtown Tucson.

(14) **Event Entries: Town of Marana will receive** five (5) individual entries that can be used in any El Tour event distance including the Fun Ride. Entries can be given to employees, clients, and family members at your discretion.

(15) **Dedication Dinner Table: Town of Marana** will receive a complimentary table of eight (8) at El Tour's Dedication Dinner held on Wednesday, November 18, 2015 at Casino Del Sol Resort. The Dedication Dinner recognizes the Dedication Recipient, El Tour sponsors, celebrities, special guests and event cyclists.

(16) **Expo Exhibit Space**: **Town of Marana** will be given (one) 10' x 10' space for two days at El Tour's Bike, Fitness & Health Expo at the Tucson Convention Center, Thursday and Friday of El Tour week. Expo space includes tables, chairs, pipe & drape.

(17) **Start-Finish Line Booth:** You will be given exhibit booth space at El Tour's main start-finish line in downtown Tucson. You can either develop your own promotion or Perimeter's outdoor Fiesta Director will find a service function that you can perform for Perimeter so people are attracted to your booth.

Notes:
(a) Date & Time of Outdoor EXPO: Sat, Nov 21 from 10 am – 5:00 pm
(b) Number of staff needed: 6-8 people per hour
(c) Location: At Armory Park across from the Children's Museum

(18) **El Tour Flags:** Perimeter Bicycling will design two (2) El Tour-Town of Marana Flags that will be placed at the following locations:

(a) El Tour Dedication Dinner
(b) El Tour EXPO
(c) El Tour Downtown Start-Finish Lines

Notes: These flags may be used by the Town during the course of the year at other Town activities or functions. Only the Town's name will appear on these flags.

(19) **El Tour-Town of Marana Promotional Banner:** Perimeter Bicycling will produce a special promotional banner in 2015 to carry the full name of the TOWN's official title, "Town of Marana El Tour Gateway to Health & Wellness Through Bicycling". This banner will be hung:

El Tour EXPO
Downtown Tucson on Ride Day

(20) **New Event in El Tour in 2016: Town of Marana 25-Mile Event**
Perimeter Bicycling will work with the TOWN's appropriate departments to produce a new event in El Tour, the 25-Mile Town of Marana El Tour. Benefits include:

(a) Name on all El Tour applications next to the 25-Mile event
(b) Start Line supplies and equipment to be paid by Perimeter Bicycling including: Barricades, scaffolding, sound equipment, fencing, start-line banner, DJ and other equipment related to the construction of start-line
(c) Separate 25-Mile El Tour Application will be designed to encourage Town of Marana Residents to ride in El Tour 25-mile event that will include a special rate for residents.
Note: Application Entry will have a deadline of end of October.
(d) Mayor or other dignitaries will be introduced at annual El Tour News Conference to announce the 25-mile mile event
(e) All medallions that are presented to the 25-mile finishers will carry the name of the TOWN on the Ribbon that is attached to the 25-mile medallion
(f) Perimeter will work with the TOWN to select a 25-mile starting area that is at one of their local parks
(g) The 25-Mile event will start at either 1 or 2 pm to allow cyclists from the other events to register and ride in the 25-mile event after they finish their other El Tour event
(h) 25-Mile event will focus on youth and familes
(i) All 25-mile placement awards will be named after the TOWN: 1st through 4th place male and female
(j) Perimeter will develop a special Town of Marana Award that can be presented to the team that has the most cyclists or fastest team. This award will be created with TOWN Officials to encourage more participation by Town residents.
(k) Special 25-Mile El Tour Start-Finish Banner will be produced and paid by Perimeter and placed at the start of the event.
(l) Mayor or another dignitary will be able to start the event
(m) (Optional) Perimeter will work with other groups (such as recreational department) or businesses in Town of Marana that might want to add other activities to the 25-Mile starting area, like an art show, fun ride, run event, fun festival, in-line skating event, etc … these activities may be added, but the organization who wants to team up with El Tour officials must pay for all expenses related to any new event or activity created. Perimeter Bicycling will promote these additional activities in their media resources.

(21) **In 2016** Town of Marana will receive all the same benefits as in 2015 (though benefit #19) as well as benefit #20; however, all the promotion in 2016 will be directed toward promoting the Town of Marana 25-Mile El Tour.

(22) **Additional Benefits**

(a) increase in direct spending to the TOWN's restaurants, hotels, museums and other retail businesses
(b) increase in recognition on a national level as a bicycle friendly community
(c) post event Tourism, especially in Winter & Spring
(d) additional Recreational Activity for the TOWN community
(e) becoming a recognizable partner in the production and success of America's largest Perimeter Bicycling Event

(23) The TOWN's Money is reinvested back into YOUR Community – see Page 7 "Your Funds to Perimeter"

(24) **Package Value Exceeds well-over $100,000 in Benefits**

Perimeter Bicycling is requesting $10,000 for 2015 and $15,000 for 2016 for a total of $25,000. The total benefits for both years, 2015 & 2016, exceed well over $100,000. All your funds are reinvested

into your community to establish your TOWN as a major bicycling region in Pima County and in the United States. This could never be accomplished for the amount of funds your TOWN invests in this project.

(25) **Right to Elect To Discontinue With the 2016 Event**

Town of Marana will have the right to not proceed with the 2016 portion of this proposal. In order to exercise this right, Perimeter Bicycling will need to know of the Town's intention in writing on or before April 30, 2016. If Town of Marana elects to not continue with this 2nd phase of the "Identity Development Proposal", neither partner, Town of Marana, nor Perimeter Bicycling, is responsible for any benefits or requests listing in this invitation-proposal.
However, if Town of Marana decides to continue with the 2016 event as stated in this invitation - proposal, then all benefits and requests remain as stated in this proposal invitation.

(26) **First Right of First Refusal**: Town of Marana will have the right of first refusal as the Official Sponsor of the 25-mile Start in subsequent El Tours after 2016. For your First Right of Refusal to remain in effect, Perimeter Bicycling must know of your decision in writing to sponsor subsequent El Tours within 30 days after presentation of the 2017 "Official El Tour 25-mile Start" proposal. If your decision is not received in writing within this 30-dat timeframe, Perimeter has the right to seek another Official 25-mile Start Sponsor and/or discontinue the 25-mile El Tour event.

Requests

Perimeter Bicycling makes the following requests of **Town of Marana in** 2015 for the benefits listed in this package to promote Town of Marana as a leading bicycling community through the 2015 & 2016 El Tour:

(1) **Underwriting Fee**:
Pay an Underwriting Fee of $10,000 in 2015 and $15,000 in 2016 to help underwrite a portion of the $1.4 million - $1.8 in event production expenses and to carry out all the benfits listed in this invitational proposal

(2) **Fee Payment Schedule:**
Fees for both years are to be paid on or before November 1st of each respective year

(2) **Getting Involved**:
Promote your involvement with El Tour to your entire community through in-house newsletters, mailings or other event or activities; and encourage participation in El Tour as a sponsor, volunteer, spectator and/or contributor; and particularly in 2016 as a rider in the 25-mile event.

(3) **Promotional Tag-Ons:**
Promote El Tour by "tag-ons" to any existing media spots you run during the signing of this agreement until 12/31/15.

(4) **Contractual Credits**:
When promoting El Tour through your own media sources, please always include the following El Tour entities: Name of El Tour's Main Event Title Sponsor, presenting sponsor and event's beneficiaries.

El Tour de Tucson
Presented by Casino Del Sol Resort

El Tour de Tucson

CASINO DEL SOL RESORT

Opportunity

To establish and create a separate identity for Town of Marana in El Tour de Tucson



America's largest perimeter bicycling event for cyclists of all ages and abilities.



In 2015 Perimeter Bicycling will begin its identity development for the Town of Marana by providing the following benefits:

- ***Tail Winds* ads in 3 issues** to promote all of the Town's attractions, events, history and heritage. *Tail Winds* is the largest fitness publication in Arizona (30,000) with a distribution throughout the State of Arizona as well as California, Nevada, Colorado, New Mexico and other parts of the United States.

- **The Town's non-profit organizations** may choose to be included as supporting beneficiaries of the TOUR to raise money for their own causes.

- ***Perimeter Bicycling Journal:*** Full Page article describing the Town's commitment to bicycling as a means to good health & wellness. We will encourage our readers to return to the Town for training and recreational cycling, as well as to participate in some of your other outdoor activities.

- **New signage:** Create a "Welcome to the Town of Marana" sign, placed at the start of El Tour's route through the Town, another at the end of the town limit "You are now leaving the Town of Marana. Come back and visit us again"

- **Redesign the El Tour Route Map** to accentuate the Town of Marana boundaries, differentiating it from Tucson, and Oro Valley. Displayed in *Tail Winds* and the *Journal*, the Perimeter website, the *Arizona Daily Star,* 10,000-15,000 copies for distribution to cyclists, volunteers and supporters.

- **Separate section on Perimeter's website** describing the Town of Marana as a healthy community listing all of the events, activities and health & wellness related facilities and businesses

- **Perimeter E-News** will promote the new 2016 Town of Marana 25-Mile El Tour beginning in November, 2015 through November 2016

Presently El Tour produces 5 events on Ride Day: 104, 75, 60, 35 miles and Fun Rides of 11, 6 & ¼ mile.

In **2016**, Perimeter Bicycling will create, produce and add the **25-Mile Town of Marana El Tour** beginning at one of the Town's parks in a convenient location that will attract between 300 - 500 cyclists in 2016 and increase to over 1,500 cyclists within the next 2-3 years, possibly sooner.



2016 Town of Marana 25-mile El Tour Event
Projected Geographical Participation

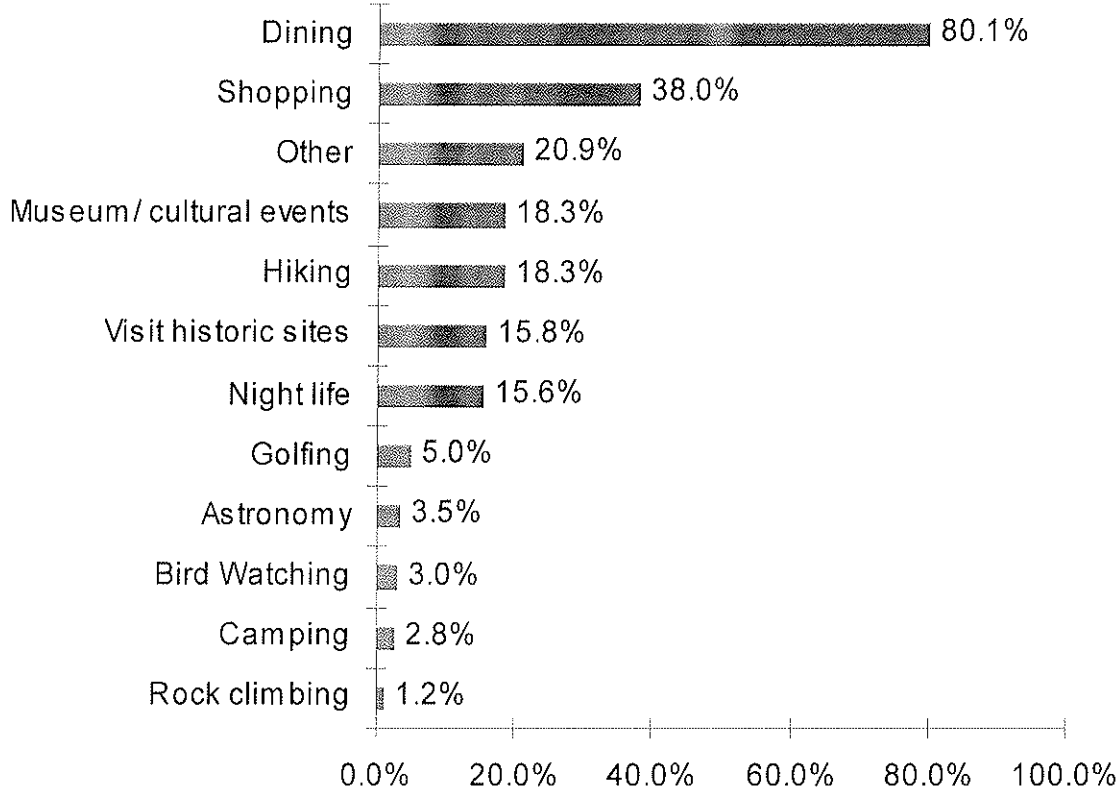
Town of Marana	**35-40%**	**Other Pima County**	**20-25%**
Other Arizona	**15-20%**	**Out-of-State**	**15-20%**



2016 Benefits

Direct Spending: restaurants, hotels, museums & retail businesses

Non-local Cyclists: Primary activities



Post Event Survey Results
2008 El Tour de Tucson

2016 Benefits

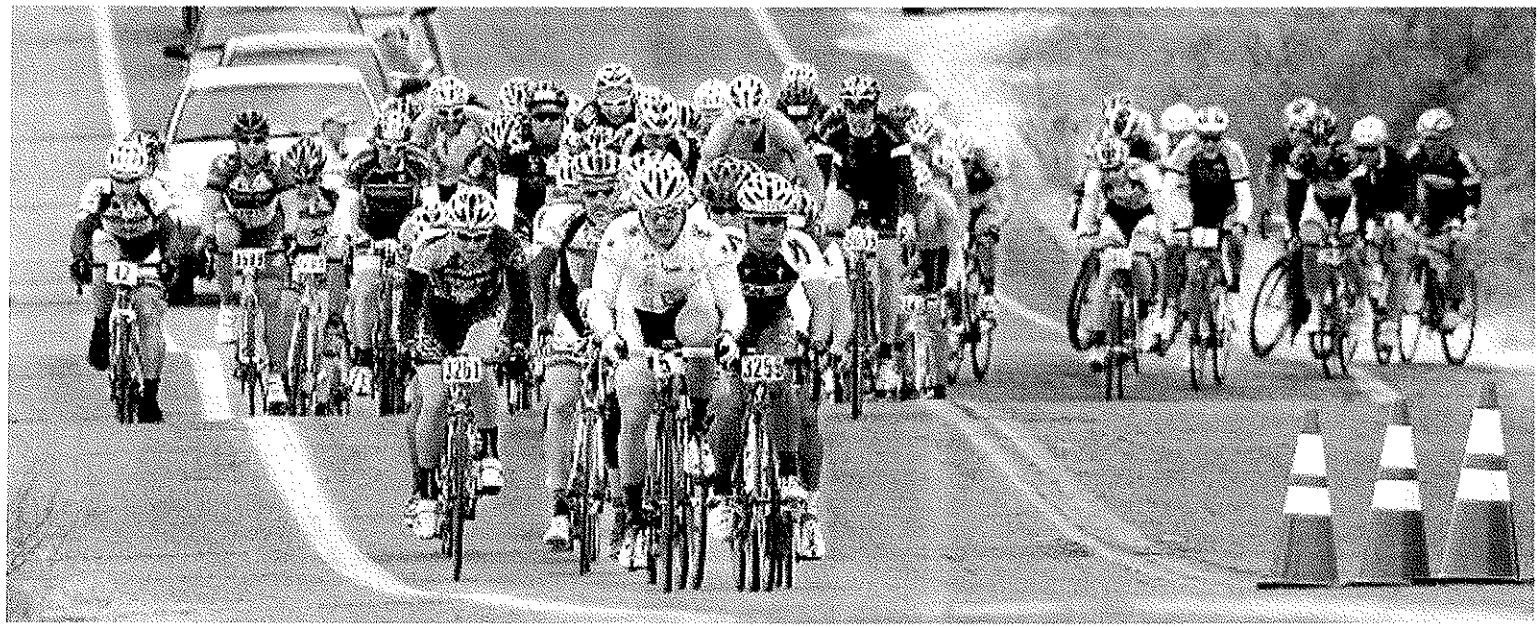
- Institute and produce a new event in El Tour for the Town of Marana.
- Receive all the benefits in the 2015 package plus the additional benefits listed here.
- Provide a customized Town of Marana 25-Mile El Tour event application to your residents, both electronically and hard copy
- Name all the placement awards (1st, 2nd & 3rd Male & female Awards) after Town of Marana
- Establish and promote the Town of Marana El Tour Award for the team in the Town with the most cyclists in the 25-mile event.
- Direct Spending: restaurants, hotels, museums & retail businesses
- Increase recognition as a bicycle friendly community on a local and national level
- Individual Identity separate from other Pima County Communities
- Post Event Tourism
- Beneficiary Involvement
- Additional Recreational Activity for the Town Community
- Becoming a recognizable partner in America's largest Perimeter Bicycling event for cyclists of all ages and abilities

REQUESTS

In partnering with Perimeter to develop the Town of Marana into a more recognizable bicycle-friendly community with its own separate identity, Perimeter Bicycling requests the following financial support:

- **2015 Funding Request: $10,000**
- **2016 Funding Request: $15,000**

Every year after 2016 the Town of Marana continues with its financial support, Perimeter will continue producing the Marana 25-Mile event and provide the benefits described.



Perimeter Reinvests in the Town

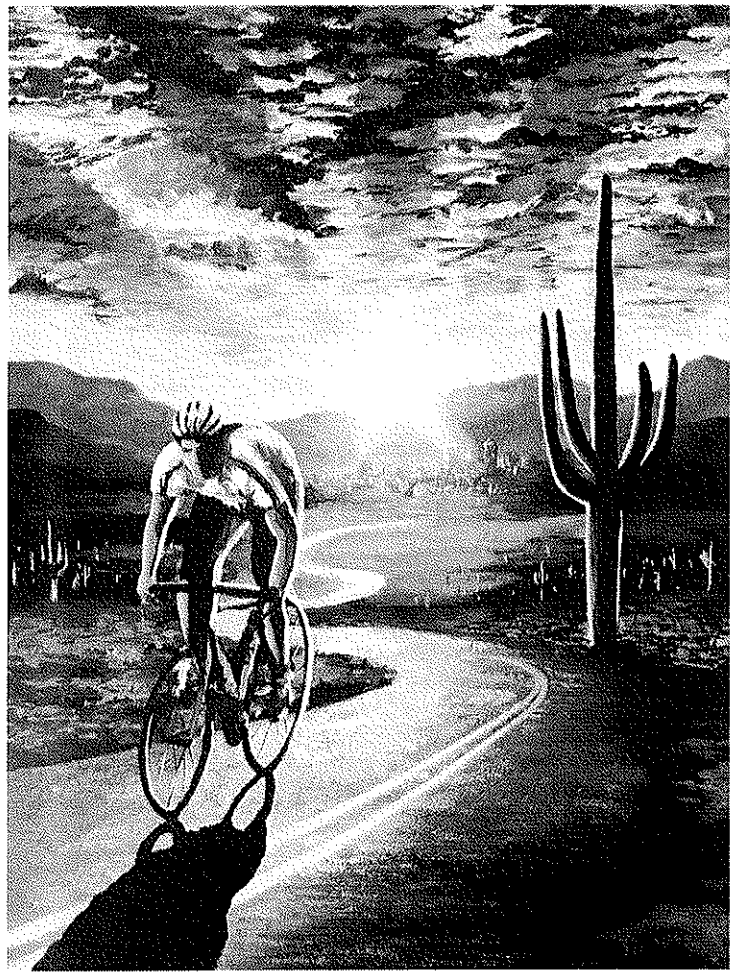
- The Funding will be used to pay for the portion of traffic control support and safety equipment expenses needed to conduct a safe route through the Town for both the cyclists and motorists.
- In 2014 Total Cost of traffic control/police support El Tour Day in 2014: $130,439

  Note - $21,535 of the $130,439 went directly to Town of Marana
- In 2014 Total Cost of Safety Equipment on El Tour Day in 2014: $142,293

  Note - $24,000 of the $142,293 went directly to Town of Marana
- **Total expenses to Perimeter for the Route that went through the Town was: $45,535**
- Perimeter is only requesting $10,000 from the Town to help pay for these expenses in 2015 and $15,000 from the Town to help pay for these expenses in 2016.
- The remaining expenses will be paid by event registration fees.

Other El Tour Credits and Recognitions

- America's largest perimeter bicycling event for cyclists of all ages and abilities
- Raises more than $10 Million for 50-plus nonprofit agencies
- Arizona's largest bicycling event & 7th largest bicycling event in the United States
- The 2nd highest economic impact event in Southern Arizona



11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D2

To: Mayor and Council

From: Erik Montague, Finance Director

Date: October 6, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-109: Relating to Administration; transferring $250,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within various Town departments in the fiscal year 2014-2015 budget for unanticipated costs; reallocating $377,060 in expenditure authority between certain departments in the fiscal year 2014-2015 budget due to a reorganization (Erik Montague)

Discussion:

Staff will present preliminary, unaudited results for the General Fund for fiscal year 2014-2015. It is important to note that the numbers may change as a result of additional closing entries and audit adjustments, if any. The Town's financial statements will be audited later in October 2015 and final, audited results will be available in December 2015.

The budget for fiscal year 2014-2015 was adopted on June 17, 2014 which set the legal level of budgetary control at the department level for the General Fund and the fund level for all other funds. Council approval is required for budgetary transfers between General Fund departments and between funds. The purpose of this item is to present preliminary results for the General Fund and to request authorization to:

Reorganization
Transfer General Fund expenditure authority between certain departments due to a reorganization that occurred subsequent to the adoption of the fiscal year budget.

Unanticipated Costs
Transfer General Fund expenditure authority from the contingency line item to certain other departmental budgets as described below due to unanticipated expenditures

Police Department - Budget transfer request of $50,000 from General Fund contingency line item

to the Police Department vehicle maintenance line item to due to increased maintenance costs.

Community Development and Neighborhood Services - Budget transfer request of $200,000 from General Fund contingency line item to the Community Development and Neighborhood Services contracted services line item for animal control services paid to Pima County under the new contract for services which was approved by Council on September 9, 2014. Staff described that a budget transfer request would likely be required to account for the way that animal control revenues and expenditures would be accounted for under the new contract.

Financial Impact:

Fiscal Year:	2015
Budgeted Y/N:	Y
Amount:	$250,000

The requested budget adjustments do not increase the overall expenditure amount for the General Fund. The transfer would only reallocate existing budgetary authority to other department line item budgets. The overall impact of the increased expenditures for these departments is already included in the preliminary numbers presented this evening and, in most cases, these costs were offset by excess revenues. The requested transfer of $377,060 between departments due to a reorganization which occurred subsequent to the adoption of the budget has no net impact on the budget.

Staff Recommendation:

Staff recommends approval of Resolution 2015-109; approving the budget transfer from the General Fund contingency line item to certain departmental budgets for unanticipated costs and the transfer between departments due to reorganization as described in Schedule A.

Suggested Motion:

I move to adopt Resolution 2015-109, transferring $250,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within various Town departments in the fiscal year 2014-2015 budget for unanticipated costs and reallocating $377,060 in expenditure authority between certain departments in the fiscal year 2014-2015 budget due to a reorganization.

Attachments: Resolution No. 2015-109
Resolution_Schedule A

MARANA RESOLUTION NO. 2015-109

RELATING TO ADMINISTRATION; TRANSFERRING $250,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE RESTRICTED BUDGET LINE ITEMS WITHIN VARIOUS TOWN DEPARTMENTS IN THE FISCAL YEAR 2014-2015 BUDGET FOR UNANTICIPATED COSTS; REALLOCATING $377,060 IN EXPENDITURE AUTHORITY BETWEEN CERTAIN DEPARTMENTS IN THE FISCAL YEAR 2014-2015 BUDGET DUE TO A REORGANIZATION

WHEREAS on June 17, 2014, the Town Council adopted the fiscal year 2014-2015 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS certain departments incurred unanticipated costs which could not be offset by savings within other budgetary line items; and

WHEREAS a reorganization of certain departments occurred after the adoption of the budget which requires the reallocation of expenditure authority; and

WHEREAS transferring amounts within the fiscal year 2014-2015 budget will not significantly impact the General Fund; and

WHEREAS reallocations of budgetary amounts between the contingency line item in the General Fund to other line items are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are in the best interest of the Town of Marana and its citizens.

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

SECTION 1. $250,000 from the General Fund's budgeted contingency line item to the restricted budget line items within various Town departments in the fiscal year 2014-2015 budget is hereby transferred as set forth in Exhibit A, attached to and incorporated by this reference in this resolution.

SECTION 2. $377,060 of expenditure authority in the fiscal year 2014-2015 budget is hereby reallocated between certain departments as set forth in Exhibit A, attached to and incorporated by this reference in this resolution.

SECTION 3. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of October, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Town of Marana
Schedule of General Fund Budget Adjustments – Fiscal year 2014-2015
Exhibit A

Budgetary transfers due to reorganization:

Department	Increase	Decrease
Building Safety	$209,403	
Planning	54,693	
Public Works	112,964	
Records		$326,941
Engineering		50,119
Total	$377,060	$377,060

Budgetary transfers due to unanticipated costs:

Department	Increase	Decrease
Police	$ 50,000	
Community Development and Neighborhood Services	200,000	
Contingency		$250,000
Total	$250,000	$250,000

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D3

To: Mayor and Council

From: Erik Montague, Finance Director

Date: October 6, 2015

Strategic Plan Focus Area:
Commerce, Progress & Innovation

Subject: Relating to Administration; presentation regarding Local Option #A of the Model City Tax Code (Erik Montague)

Discussion:

The Model City Tax Code (MCTC) was originally created in an effort to provide greater consistency between the various cities and towns on which items were taxed and also maintain a degree control at the local level. Local control is provided through a series of model options and local options which determine what is taxed (or not) in addition to the actual tax rate.

Since July 2012, the official copy of the MCTC has been maintained by the Arizona Department of Revenue. The MCTC is a "living document" and changes to the code are considered periodically by the Unified Audit Committee and approved by the Municipal Tax Code Commission. Broad representation is provided, including from the business community, in the MCTC change process which seeks to ensure that stakeholder input is considered.

If chosen by a city or town, Local Option #A includes new agricultural machinery and equipment to the listing of exempt "income-producing capital equipment". The exemption is limited to new agricultural machinery and equipment only. Currently, there are ten cities and towns which have selected Local Option #A. They are as follows:

1. Buckeye
2. Casa Grande
3. Duncan
4. Fountain Hills
5. Lake Havasu
6. Maricopa
7. Parker

8. Pima
9. Tucson
10. Willcox

In October 2014, Stotz Equipment, a John Deere dealership, opened in Marana near the I-10 and Twin Peaks Interchange. The opening established a full service dealership for wide range of equipment meeting the needs of the agricultural community as well as other business and private interests. The agricultural community has a choice when deciding which stores they purchase their machinery and equipment from and, recently, Stotz Equipment in Marana communicated concerns that they may be at a competitive disadvantage with other dealerships in communities where similar equipment is exempt under Local Option #A.

The purpose of this item is to present information regarding Local Option #A and seek direction from Mayor and Council with respect to initiating the process of adopting Local Option #A to the Tax Code. Should staff receive direction to initiate the process, staff will set forth the overall timeline which will include a public hearing and notices of proposed changes, as required.

Financial Impact:

The financial impact of adopting Local Option #A is anticipated to be immaterial when compared to overall tax collections and can be absorbed through other revenue variances. If approved, however, the exemptions provided by Local Option #A may restore interest for local agricultural businesses in Marana to "shop local" and thereby support a business in our community that employs a number of career based jobs.

Staff Recommendation:

Council's pleasure

Suggested Motion:

Council's pleasure

Attachments:

No file(s) attached.
