AMENDED APRIL 4, 2016 at 4:30 p.m.

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 5, 2016, 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 April 5, 2016, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

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

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

Meeting Times

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

Speaking at Meetings

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

to the Town Clerk prior to the convening of the meeting.

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

Accessibility

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

Agendas

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

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.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

P1 Relating to Parks and Recreation; update, discussion and direction regarding plans for the Tangerine Corridor Community Park, including the proposed design of the park and potential names for the park (Cynthia Nemeth-Briehn)

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. 2016-031: Relating to Development; approving a final plat for Blue Agave at Dove Mountain, Lots 1-192, Blocks "1"-"3" (Future Development), Block "4" (PRV) and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Improved Area), located in the southwest corner of the intersection of Dove Mountain Boulevard and Brittle Brush Drive (Steven Cheslak)

C2 Resolution No. 2016-032: Relating to Development; approving a final plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A' (Private Streets), 'B' (Open Space), 'C' (Off-Street Parking) and 'D' (Landscape Buffer Yard), generally located at the northeast intersection of W. Barnett Road and N. Sandario Road (Shannon Shula)

C3 *Resolution No. 2016-035: Relating to Personnel; approving and authorizing the Town Manager to execute a separation agreement between the Town of Marana and Benito Sanchez III (Gilbert Davidson)*

C4 Approval of the March 8, 2016 Study Session Minutes and approval of the March 15, 2016 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 new series #12 restaurant liquor license application submitted by Fred Yu on behalf of Dove M Gourmet Bistro, located at 12090 N. Thornydale Road, Suite #112, Marana, AZ 85685 (Jocelyn C. Bronson)

L2 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 Gina Gill on behalf of Chevron, located at 13960 N. Sandario Road, Marana, Arizona 85653 (Jocelyn C. Bronson)

L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rev. Fr. Virgilio Tabo, Jr. on behalf of Saint Christopher Roman Catholic Parish for the annual Fiesta to be held on April 30, 2016 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2016.004: Relating to Annexation; annexing into the corporate limits of the Town of Marana that territory known as the Pioneer Landscaping Materials Annexation, approximately 8.4 acres of land generally located near the southeast corner of Twin Peaks Road and Tiffany Loop; and establishing original Town of Marana zoning (Cynthia Ross)

A2 Resolution No. 2016-033: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Matthews Investment Group, L.L.C. for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

A3 Resolution No. 2016-034: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Daniel Heffelfinger for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 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)(4) and (7) to discuss with the Town's attorneys and representatives the terms of one or more of the following proposed Tangerine Road right-of-way acquisition and settlement agreements:

- Matthews Investment Group, L.L.C. (see Council Action item A2 on tonight's agenda)
- Daniel Heffelfinger (see Council Action item A3 on tonight's agenda)

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) to receive legal advice and consult with the Town's attorneys regarding Town development impact fee overcharges in San Lucas Block 8 and Gladden Farms Block 9.

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

Council-Regular Meeting **P1**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Cynthia Nemeth-Briehn, Assistant Director

Date: April 5, 2016

Strategic Plan Focus Area:
Recreation

Subject: Relating to Parks and Recreation; update, discussion and direction regarding plans for the Tangerine Corridor Community Park, including the proposed design of the park and potential names for the park (Cynthia Nemeth-Briehn)

Discussion:

Background

Prior to January 2014, the Town of Marana owned a parcel within the Sky Ranch subdivision. The 7.3 acre parcel was originally intended to be used as a "children's desert educational center". The parcel's only access would have been from Big Sky Ranch Drive, a private street owned and maintained by the Sky Ranch Homeowners Association, and through the gated entry into the subdivision. Due to size and access, the parcel was not deemed suitable for a community park

The Sky Ranch Homeowners Association owned approximately 35 acres of common area between Tangerine Road, Camino de Manana, and Camino de Oeste. In lieu of the Town's parcel within the subdivision, approximately 18 acres of the homeowner's common area was legally transferred to the Town for the purpose of constructing a public community park.

The 2010 Parks, Recreation, Trails and Open Space Master Plan provides definitions and standards for Town parks. A Community Park is defined as one that is between 10 and 40 acres with passive and active recreation facilities. In general, facilities within a Community Park include multi-purpose fields; sport courts; playgrounds; walking paths; and, skate/bike features.

Following a competitive bid process, in August of 2015 the Town entered into a contract with Norris Design, a landscape architectural firm with offices in Tucson.

Public Participation

Partnering with the Town's Communications Team, Engineering, Parks & Recreation, and Norris Design, an extensive public input process was launched. A campaign was developed to gather public input relative to desired park features. The campaign involved:

- A post card mailing about the future park directing property owners within a 1.5 mile radius to an online survey.
- Tabling and surveying at the November 19, 2015 Tangerine Road Open House in Dove Mountain.
- An online survey which was available for 3 weeks.
- Installation of two roadside signs off of Tangerine Road at the park site.
- Use of social media directing the public to the online survey.

With input from 377 survey respondents and numerous emails from residents, Norris Design created two park concepts (see attached). The concepts were posted on the Town's website for further public input. Citizens were notified by email and social media that comments were being taken. Respondents were asked to choose between concept 1 and 2, or a combination, and given the opportunity to elaborate on their choices. This second round of comments garnered 129 survey responses and several emails.

Public comment, geographical opportunities and limitations, and known recreational trends are driving the final plans for the park. During this Council meeting, staff and Norris Design will present the plans, which are 30% near completion.

Park Naming

During the initial survey, respondents were asked to provide potential names for the park. Staff will present the names most frequently submitted.

Financial Impact:

Fiscal Year:	FY17
Budgeted Y/N:	Y
Amount:	$3,200,000

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Council's pleasure.

Attachments

TANGERINE ROAD

BASKETBALL COURT

BICYCLE / SKATE FEATURE

TRAIL

CASA SEVILLA

CAMINO DE OESTE

TURF AREA

PARKING

RESTROOM

DOG PARK

PLAY AREA

SMA RAM

CAMINO DE MANANA

TRAIL CONNECTION TO SKY RANCH

SKY RANCH

TANGERINE CORRIDOR COMMUNITY PARK | CONCEPT PLAN 1

JANUARY, 2016

MARANA

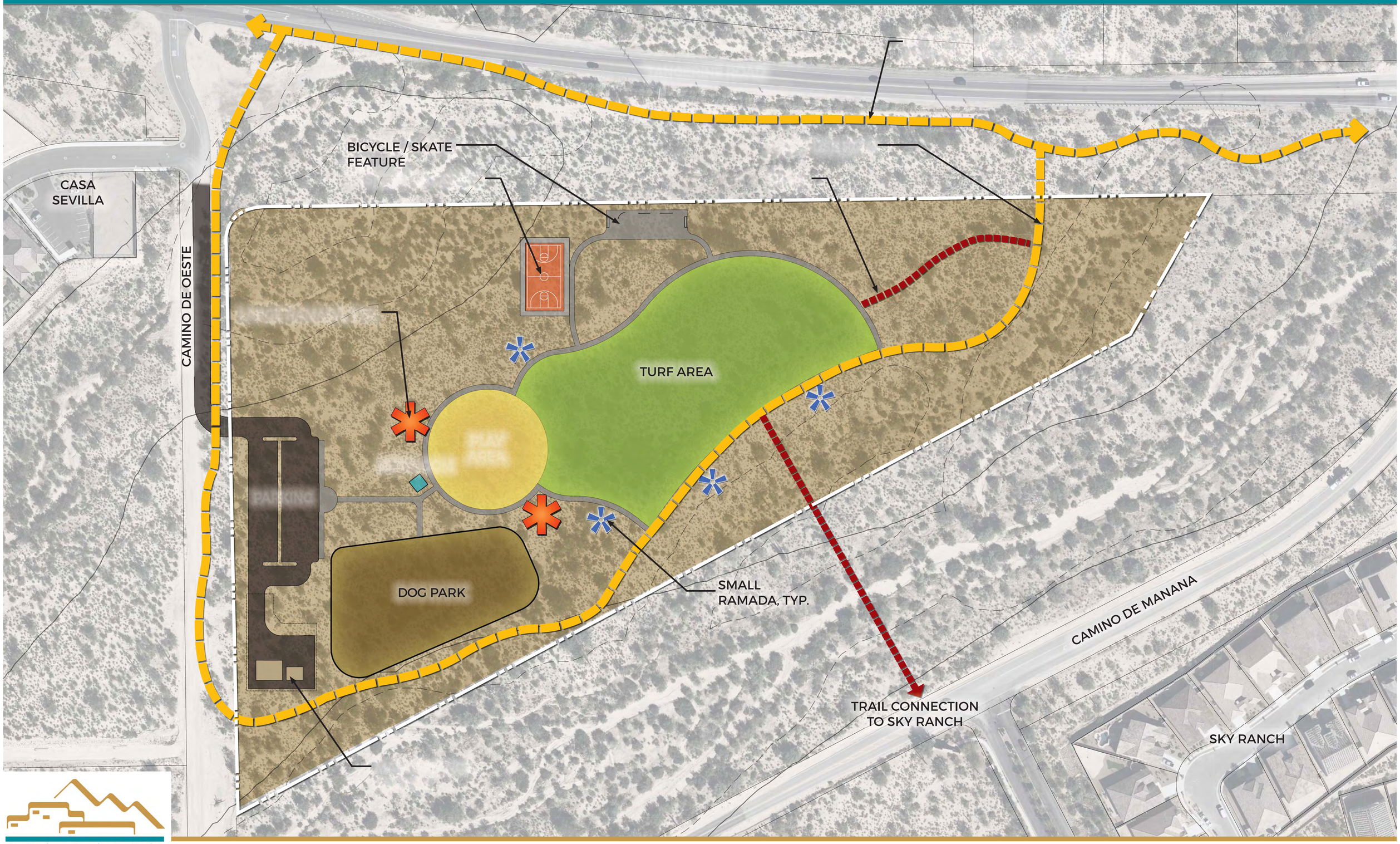
NORTH

0 60' 120'

SCALE

NORRIS DESIGN

Note: Graphic is for Illustrative Purposes Only.



MARANA

NORRIS DESIGN

Council-Regular Meeting **C1**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Steven Cheslak, Planner II

Date: April 5, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-031: Relating to Development; approving a final plat for Blue Agave at Dove Mountain, Lots 1-192, Blocks "1"-"3" (Future Development), Block "4" (PRV) and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Improved Area), located in the southwest corner of the intersection of Dove Mountain Boulevard and Brittle Brush Drive (Steven Cheslak)

Discussion:

History
The amended Dove Mountain Specific Plan was approved by the Town Council on July 16, 2002 by Ordinance 2002.13. The Final Plat for Golden Barrel Place at Dove Mountain was approved by Town Council on on June 17, 2014, by the adoption of Resolution No. 2014.058.

Request
Baker and Associates, representing the property owner, has applied for approval of a final plat for the resubdivision of Block "1" of Golden Barrel Place at Dove Mountain and a portion of Section 21, Township 11 South and Range 12 East, in order to create the Blue Agave at Dove Mountain Final Plat on 69.5 acres of land. The plat consists of 192 lots, Blocks "1"-"3" (Future Development), Block "4" (PRV) and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Improved Area).

Location
The site is located within the Dove Mountain Specific Plan area. The proposed subdivision is generally located six miles north of Tangerine Road in the southwest corner of the intersection of Dove Mountain Boulevard and Brittle Brush Drive.

Zoning

The zoning is "F" - Dove Mountain Specific Plan with a land use designation of “LDR” - Low Density Residential. The LDR designation required minimum lot size is 6,000 square feet. The minimum lot size provided in the plat is 6,019 square feet and the maximum lot size is 9,541 square feet with an average lot size of 6,986 square feet.

Transportation
The site will have access off of Brittle Bush Drive near Dove Mountain Boulevard. The internal streets will be private and are planned to connect to future residential subdivision development on the north side of the project.

Staff Recommendation:

Staff finds that the final plat is in compliance with the Dove Mountain Specific Plan, the Marana Land Development Code and the Marana General Plan. Staff recommends approval of this final plat.

Suggested Motion:

I move to adopt Resolution No. 2016-031, approving a final plat for Blue Agave at Dove Mountain, Lots 1-192, Blocks “1”-“3” (Future Development), Block “4” (PRV) and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Improved Area)

Attachments

Resolution No. 2016-031
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2016-031

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR BLUE AGAVE AT DOVE MOUNTAIN, LOTS 1-192, BLOCKS "1"-"3" (FUTURE DEVELOPMENT), BLOCK "4" (PRV) AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE), AND "C" (IMPROVED AREA), LOCATED IN THE SOUTHWEST CORNER OF THE INTERSECTION OF DOVE MOUNTAIN BOULEVARD AND BRITTLE BRUSH DRIVE

WHEREAS the amended Dove Mountain Specific Plan was approved by the Town Council on July 16, 2002, by the adoption of Ordinance No. 2002.13; and

WHEREAS the Golden Barrel Place at Dove Mountain Final Plat was approved by the Town Council on June 17, 2014, by the adoption of Resolution No. 2014.058; and

WHEREAS Baker & Associates Engineering, Inc., representing the property owner, has applied for approval of a final plat for the resubdivision of Block "1" of Golden Barrel Place at Dove Mountain and a portion of Section 21, Township 11 South and Range 12 East, for Blue Agave at Dove Mountain, consisting of Lots 1-192, Blocks "1"-"3" (Future Development), Block "4" (PRV) and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Improved Area) on 69.5 acres of land, and located in the southwest corner of the intersection of Dove Mountain Boulevard and Brittle Brush Drive, within Section 21, Township 11 South, Range 12 East; and

WHEREAS the Marana Mayor and Town Council determined at its April 5, 2016 meeting that the final plat for Blue Agave at Dove Mountain, Lots 1-192, Blocks "1"-"4" and Common Areas "A", "B", "C", should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the final plat for Blue Agave at Dove Mountain, Lots 1-192, Blocks "1"-"3" (Future Development), Block "4" (PRV) and Common Areas "A" (Private Streets), "B" (Open Space/Drainage) and "C" (Improved Area), is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of April, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE THE DOVE MOUNTAIN BOULEVARD RIGHT-OF-WAY, AS SHOWN ON THIS PLAT, TO THE PUBLIC. WE HEREBY DEDICATE BLOCK "4," AS SHOWN ON THIS PLAT, TO THE CITY OF TUCSON. ALL PUBLIC AND PRIVATE UTILITY EASEMENTS, AS SHOWN ON THIS PLAT, ARE GRANTED TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND OTHER USES AS DEFINED BY THIS PLAT.

NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE GRANTED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT COMMON AREAS.

WE AND OUR SUCCESSORS AND ASSIGNS HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED WATER, WHETHER SURFACE, FLOOD OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

ALL COMMON AREAS, AS SHOWN ON THIS PLAT, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES, AND ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES. TITLE TO ALL COMMON AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY THE SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NO. _____ IN THE OFFICE OF THE PIMA COUNTY RECORDER. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT ALL RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND OF ALL COMMON AREAS WITHIN THIS SUBDIVISION.

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C.

AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18379-T, AND NOT IN ITS CORPORATE CAPACITY.

_____

TRUST OFFICER

BENEFICIARY

DM PHASE IV INVESTMENT, L.L.C.

3567 E. SUNRISE DRIVE, #219, TUCSON, AZ 85718

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

ON THIS, THE _____ DAY OF _____, 20_____, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE TRUST OFFICIAL OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 18379-T, AND NOT IN ITS CORPORATE CAPACITY AND ACKNOWLEDGED THAT HE/SHE, AS THE TRUST OFFICIAL, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE(S) THEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.

_____

NOTARY PUBLIC

ASSURANCES

ASSURANCE IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., TRUST NO. 18379-T, AS RECORDED IN SEQUENCE NO. _____, HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER AND WATER) IN THIS SUBDIVISION.

BY: _____ DATE: _____
TOWN OF MARANA

ASSURED WATER SUPPLY

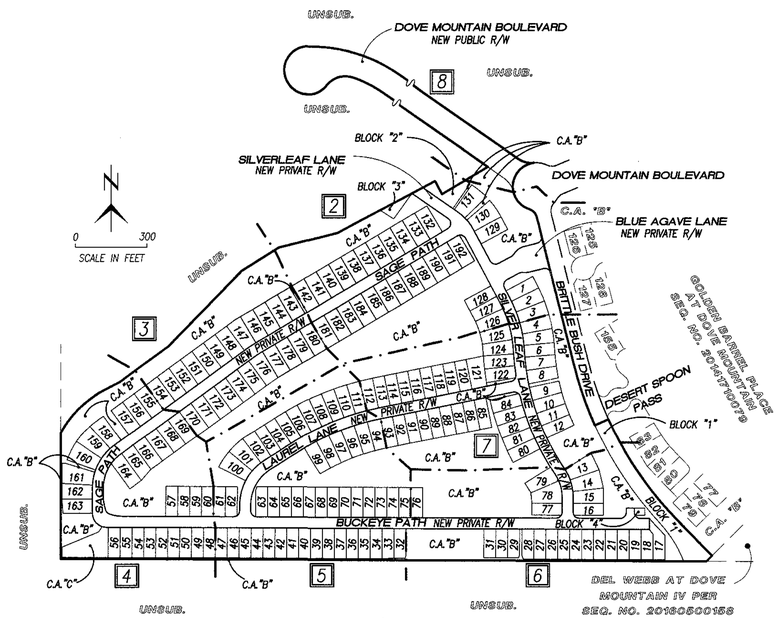
THE UNDERSIGNED CERTIFIES THAT IT IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY AND WILL PROVIDE WATER SERVICE TO THIS SUBDIVISION.

CITY OF TUCSON WATER DEPARTMENT

BY: _____ DATE: _____
ITS: _____

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 69.5 ACRES (3,033,444.2 S.F.)
2. THE TOTAL NUMBER OF LOTS IS 192.
3. THE TOTAL AREA OF COMMON AREA "A" (PRIVATE STREETS) 359,823 SF.
   THE TOTAL AREA OF COMMON AREA "B" (OPEN SPACE/DRAINAGE) 1,067,780 SF.
   THE TOTAL AREA OF COMMON AREA "C" (IMPROVED AREA) 16,547 SF.
   THE TOTAL AREA OF BLOCK "1" (FUTURE DEVELOPMENT) 48,523 SF.
   THE TOTAL AREA OF BLOCK "2" (FUTURE DEVELOPMENT) 9,500 SF.
   THE TOTAL AREA OF BLOCK "3" (FUTURE DEVELOPMENT) 4,485 SF.
   THE TOTAL AREA OF BLOCK "4" (PRESSURE RELIEF VALVE/"PRV") 1,283 SF.
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.3 MILES.
   TOTAL MILES OF NEW PRIVATE STREETS IS 1.5 MILES.
5. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SF.
   MINIMUM PROVIDED LOT SIZE IS 6,019 SF (LOT #29 - NOT A RESTRICTION).
   AVERAGE LOT SIZE IS 6,986 SF.
   MAXIMUM LOT SIZE PROVIDED IS 9,541 SF (LOT #161 - NOT A RESTRICTION).
   MAXIMUM ALLOWABLE BUILDING HEIGHT 35 FT.
6. THE BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT: 20 FEET
   SIDE: 5 FEET
   REAR: 15 FEET
   CORNER: 20 FEET
7. THE APPROVED ZONING FOR THIS PROJECT IS "F" DOVE MOUNTAIN SPECIFIC PLAN AND THE LAND USE DESIGNATION IS "LDR" IN ACCORDANCE WITH THE DOVE MOUNTAIN SPECIFIC PLAN AND WILL REMAIN.
8. THE GROSS DENSITY FOR THIS PROJECT IS 2.8 RAC.
9. THIS SUBDIVISION SHALL COMPLY WITH THE CONDITIONS SET FORTH IN THE DOVE MOUNTAIN SPECIFIC PLAN APPROVED MARCH 25, 2000 PER ORDINANCE 2000.04.
10. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA MAYOR AND COUNCIL.
11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
12. MATERIALS OR IMPROVEMENTS PLACED AND/OR MAINTAINED WITHIN THE SIGHT-VISIBILITY TRIANGLES SHALL BE LOCATED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY AN AREA MEASURED BETWEEN 30 INCHES AND 72 INCHES IN HEIGHT ABOVE THE FINISHED GRADE OF THE ADJACENT ROADWAY SURFACE.
13. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PRIVATE ROADWAYS AND PRIVATE DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
14. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH THE FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOOD PLAIN ADMINISTRATOR.
15. BASIS OF BEARING FOR THIS PROJECT IS THE LINE BETWEEN THE EAST QUARTER CORNER OF SECTION 21, T-11-S, R-12-E, AND THE WEST QUARTER CORNER OF SAID SECTION, SAID BEARING BEING N89°48'34"W.
16. THIS SUBDIVISION IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR DOVE MOUNTAIN AS RECORDED IN DOCKET 10660 AT PAGE 1083.
17. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, IRRIGATION AND WALLS, ETC., WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENCE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION.
18. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 46 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.



SHEET INDEX/LEGEND

1 PAGE #

RECORDING DATA

STATE OF ARIZONA } S.S.
COUNTY OF PIMA

FEE _____
SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER AND ASSOCIATES ENGINEERING, INC., ON THIS _____ DAY OF _____, 20 ____, AT _____M. IN SEQUENCE NO. _____ THEREOF.

_____ _____
F. ANN RODRIGUEZ DATE
PIMA COUNTY RECORDER BY DEPUTY

CERTIFICATIONS

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY AS SHOWN ON THIS PLAT WAS PERFORMED UNDER MY DIRECTION AND THAT ALL EXISTING OR PROPOSED SURVEY MONUMENTS AND MARKERS SHOWN ARE CORRECTLY DESCRIBED.

CHRIS E. MORRISON
OPW SURVEYING, LLC
REGISTERED LAND SURVEYOR NO. 26928
STATE OF ARIZONA

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/2017

I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Date Signed ARIZONA, U.S.A.

EXPIRES: 3/31/2017

I HEREBY CERTIFY THAT THE FLOODPRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

LARRY K. ROBERTS
ARROYO ENGINEERING, L.L.C.
REGISTERED ENGINEER NO. 25331
STATE OF ARIZONA

REGISTERED PROFESSIONAL ENGINEER CERTIFICATE NO. 25331 LARRY K. ROBERTS Date Signed ARIZONA U.S.A. EXPIRES 3/31/2018

TOWN OF MARANA APPROVALS

BY: _____ P.E. _____
MARANA TOWN/DEVELOPMENT ENGINEER DATE

BY: _____ _____
MARANA PLANNING DIRECTOR DATE

I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20_____.

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE

PIMA COUNTY APPROVAL

BY: _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

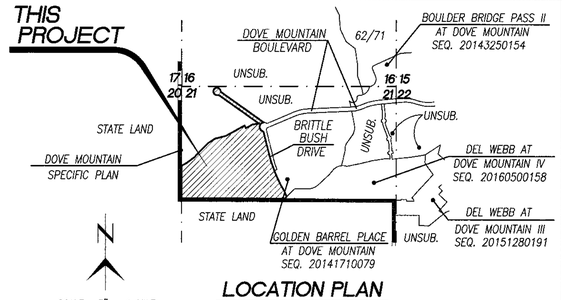
FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/20...

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Date Signed ARIZONA, U.S.A.

EXPIRES: 3/31/2017



LOCATION PLAN

SECTION 21, T11S, R12E,
G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

▲	SET SURVEY MONUMENT TO BE SET BY REGISTERED LAND SURVEYOR PER TOWN OF MARANA STANDARD DETAIL M-103B, EXCEPT WHERE OTHERWISE NOTED
△	SURVEY MONUMENT TO BE SET
●	PROPERTY CORNER TO BE SET (TAGGED "RLS 26928") EXCEPT WHERE OTHERWISE SHOWN
OR —○	SURVEY MONUMENT TO BE SET BY A REGISTERED LAND SURVEYOR
———	SUBDIVISION BOUNDARY
C23	CURVE DATA (SEE SHEET #3)
L10	LINE DATA (SEE SHEET #4)
———	NEW RIGHT-OF-WAY LINE
— R/W —	EXISTING RIGHT-OF-WAY LINE
— — — —	EASEMENT LINE AS SHOWN (SEE ALSO "EASEMENT KEYNOTES," SHEETS #2 - #7)
——·——·——	DEVELOPED 100 YEAR FLOODPRONE LINE ("F.P.L.")
——— - - ———	DEVELOPED EROSION SETBACK LINE ("E.S.L.")
(R)	RADIAL
	SIGHT VISIBILITY TRIANGLE LINE - SEE EASEMENT KEYNOTES AND DETAILS, SHEETS #2, #5, #6 AND #7
P/L	PROPERTY LINE
R/W	RIGHT-OF-WAY

SEQUENCE #

FINAL PLAT for

BLUE AGAVE AT DOVE MOUNTAIN, LOTS 1 - 192, BLOCKS "1"-"3" (FUTURE DEVELOPMENT), BLOCK "4" (PRV) AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (IMPROVED AREA)

BEING A RESUBDIVISION OF BLOCK "1" AS RECORDED IN GOLDEN BARREL PLACE AT DOVE MOUNTAIN, LOTS 1-172, SEQUENCE NO. 20141710079, AND A PORTION OF SECTION 21, R11S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 1 OF 8

SEQUENCE #_____

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC AND PRIVATE UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC AND ALL PRIVATE UTILITY COMPANIES BY THIS PLAT
- (B) NEW SIGHT VISIBILITY TRIANGLE ("SVT") EASEMENT AREA GRANTED BY THIS PLAT
- (C) NEW 1' PRIVATE NO VEHICULAR ACCESS EASEMENT GRANTED BY THIS PLAT
- (D) NEW VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (E) NEW VARYING WIDTH PUBLIC UTILITY EASEMENT AND PRIVATE UTILITY EASEMENT GRANTED TO THE PUBLIC AND ALL PRIVATE UTILITY COMPANIES BY THIS PLAT
- (F) NEW VARYING WIDTH PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY THIS PLAT
- (G) EXISTING VARYING WIDTH PUBLIC SEWER AND PUBLIC UTILITY EASEMENT GRANTED TO THE PUBLIC BY SEQ. NO. 20141710079
- (H) EXISTING VARYING WIDTH PUBLIC SEWER EASEMENT GRANTED TO THE PUBLIC BY DKT. 11786/363, EXISTING ELECTRIC RIGHT-OF-WAY EASEMENT GRANTED TO TUCSON ELECTRIC POWER BY DKT. 12230/768 AND EXISTING PRIVATE SLOPE EASEMENT TO PULTE HOME CORPORATION PER SEQ. NO. 20140100128

N

0 40

SCALE IN FEET

MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 3

MATCHLINE - SEE SHEET 7

UNSUB.

UNSUBDIVIDED

BLOCK "2" (FUTURE DEVELOPMENT) 9,500 SF

BLOCK "3" (FUTURE DEVELOPMENT) 4,485 SF

SILVERLEAF LANE COMMON AREA "A" (PRIVATE STREET)

SAGE PATH COMMON AREA "A" (PRIVATE STREET)

BLUE AGAVE LANE COMMON AREA "A" (PRIVATE STREET)

BRITTLE BUSH DRIVE

COMMON AREA "B" (OPEN SPACE/DRAINAGE) 57,996 SF

COMMON AREA "B" (OPEN SPACE/DRAINAGE) 357,115 SF

LOT 1 6523 SF
LOT 2 6861 SF
LOT 3 6861 SF
LOT 4
LOT 125
LOT 126 7508 SF
LOT 127 6788 SF
LOT 128 6350 SF
LOT 129 7620 SF
LOT 130 8892 SF
LOT 131 8672 SF
LOT 132 7620 SF
LOT 133 7620 SF
LOT 134 7620 SF
LOT 135 7620 SF
LOT 136 7620 SF
LOT 137 7620 SF
LOT 138 7620 SF
LOT 139 7620 SF
LOT 140 7620 SF
LOT 141 7620 SF
LOT 142 7620 SF
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LOT 187 7620 SF
LOT 188 7620 SF
LOT 189 7620 SF
LOT 190 7620 SF
LOT 191 7620 SF
LOT 192 7615 SF

100 YR. F.P.L.
100 YR. F.P.L. LIMIT/LOTLINE
100 YR. F.P.L. LOTLINE
F.P.L. ONLY
E.S.L.
C.A. "B"

GOLDEN BARREL PLACE AT DOVE MOUNTAIN SEQ. NO. 20141710079

(EX. PUBLIC R/W PER SEQ. NO. 20141710079)

SEQUENCE #

B1 - B3 - SIGHT VISIBILITY TRIANGLE

DETAIL - COMMON AREA "B" AND LOT 192

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/17

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EXPIRES: 3/31/2017

FINAL PLAT for

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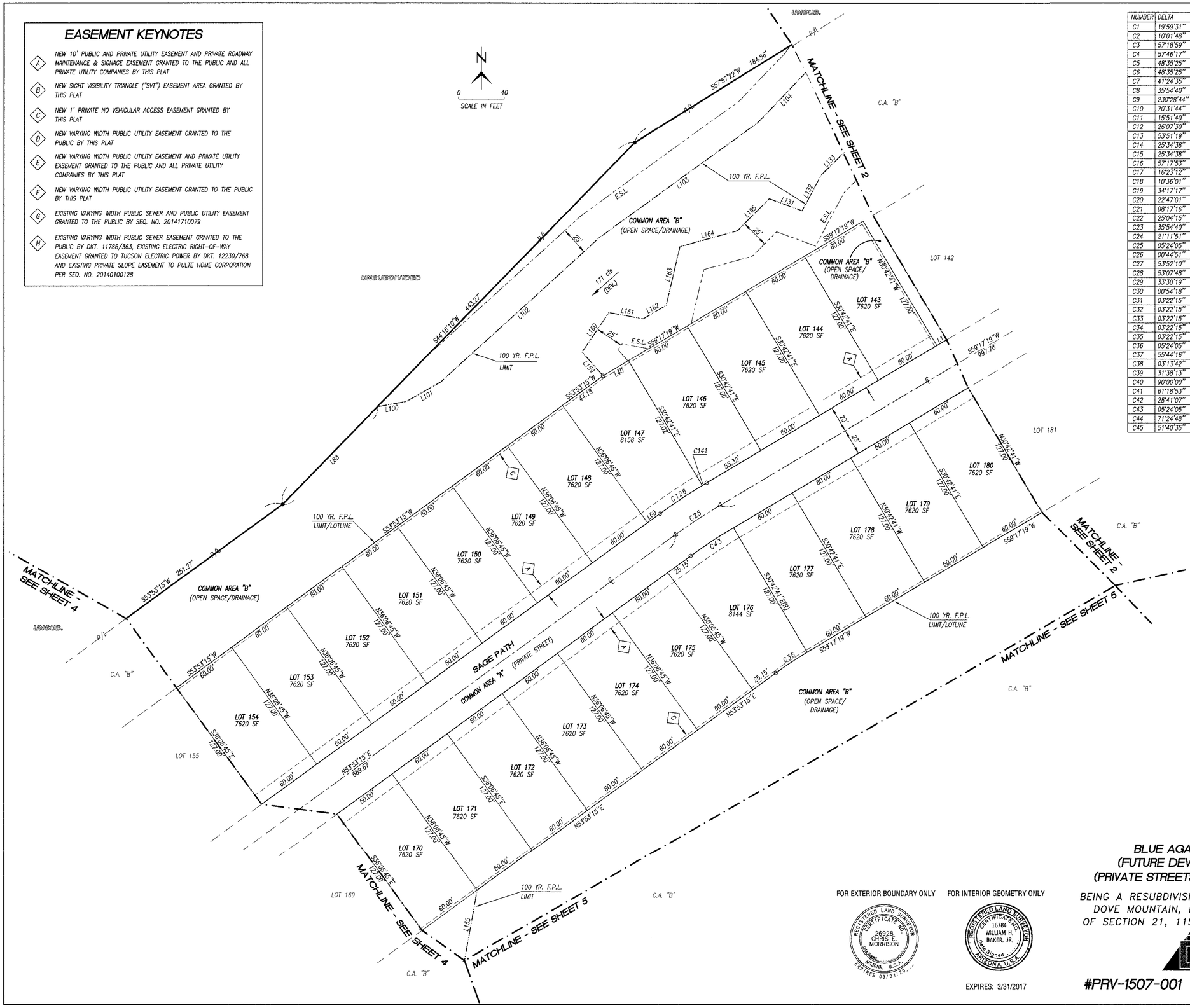
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 2 OF 8

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NUMBER	DELTA	RADIUS	LENGTH
C1	19°59'31"	1469.00	512.57
C2	10°01'48"	1531.00	268.01
C3	57°18'59"	50.00	50.02
C4	57°46'17"	100.00	100.83
C5	48°35'25"	100.00	84.81
C6	48°35'25"	100.00	84.81
C7	41°24'35"	100.00	72.27
C8	35°54'40"	650.00	407.40
C9	230°28'44"	100.00	402.26
C10	70°31'44"	100.00	123.10
C11	15°51'40"	550.00	152.26
C12	26°07'30"	416.60	189.96
C13	53°51'19"	200.00	187.99
C14	25°34'38"	200.00	89.28
C15	25°34'38"	200.00	89.28
C16	57°17'53"	200.00	200.01
C17	16°23'12"	200.00	57.20
C18	10°36'01"	200.00	37.00
C19	34°17'17"	200.00	119.69
C20	22°47'01"	1000.00	397.65
C21	08°17'16"	1000.00	144.65
C22	25°04'15"	500.00	218.78
C23	35°54'40"	600.00	376.06
C24	21°11'51"	1000.00	369.97
C25	05°24'05"	500.00	47.13
C26	00°44'51"	1150.00	15.00
C27	53°52'10"	25.00	23.51
C28	53°07'48"	25.00	23.18
C29	33°30'19"	25.00	14.62
C30	00°54'18"	977.00	15.43
C31	03°22'15"	977.00	57.48
C32	03°22'15"	977.00	57.48
C33	03°22'15"	977.00	57.48
C34	03°22'15"	977.00	57.48
C35	03°22'15"	977.00	57.48
C36	05°24'05"	350.00	32.99
C37	55°44'16"	25.00	24.32
C38	03°13'42"	223.00	12.57
C39	31°38'13"	25.00	13.80
C40	90°00'00"	25.00	39.27
C41	61°18'53"	25.00	26.75
C42	28°41'07"	25.00	12.52
C43	05°24'05"	477.00	44.97
C44	71°24'48"	25.00	31.16
C45	51°40'35"	25.00	22.55

NUMBER	DELTA	RADIUS	LENGTH
C46	05°41'34"	223.00	22.16
C47	17°59'03"	60.00	18.83
C48	71°51'27"	60.00	75.25
C49	14°11'00"	350.00	86.64
C50	35°36'21"	30.00	18.64
C51	30°32'15"	30.00	15.99
C52	01°47'41"	523.00	16.38
C53	05°16'40"	523.00	48.18
C54	05°16'40"	523.00	48.18
C55	21°12'05"	25.00	9.25
C56	12°52'25"	350.00	78.64
C57	04°34'18"	350.00	27.93
C58	02°48'02"	1150.00	56.21
C59	02°48'02"	1150.00	56.21
C60	02°48'02"	1150.00	56.21
C61	02°48'02"	1150.00	56.21
C62	02°48'02"	1150.00	56.21
C63	02°48'02"	1150.00	56.21
C64	02°48'02"	1150.00	56.21
C65	02°48'02"	1150.00	56.21
C66	02°48'02"	1150.00	56.21
C67	02°48'02"	1150.00	56.21
C68	02°48'02"	1150.00	56.21
C69	03°26'18"	850.00	51.01
C70	03°22'15"	850.00	50.01
C71	03°22'15"	850.00	50.01
C72	03°22'15"	850.00	50.01
C73	03°22'15"	850.00	50.01
C74	03°22'15"	850.00	50.01
C75	57°17'53"	177.00	177.01
C76	59°48'12"	25.00	26.09
C77	02°48'02"	1023.00	50.00
C78	02°48'02"	1023.00	50.00
C79	02°48'02"	1023.00	50.00
C80	02°48'02"	1023.00	50.00
C81	02°01'51"	1023.00	36.26
C82	02°48'02"	1150.00	56.21
C83	05°41'34"	350.00	34.78
C84	01°35'35"	1150.00	31.97
C85	41°24'35"	100.00	72.27
C86	03°06'14"	350.00	18.96
C87	08°11'32"	350.00	50.04
C88	08°11'32"	350.00	50.04
C89	00°47'35"	1150.00	15.92
C90	01°47'41"	650.00	20.36
C91	00°52'35"	977.00	14.94
C92	03°18'44"	850.00	49.14
C93	03°18'44"	850.00	49.14
C94	03°18'44"	850.00	49.14
C95	02°09'54"	523.00	19.76
C96	01°45'55"	977.00	30.10
C97	60°04'48"	25.00	26.21
C98	21°38'18"	70.00	26.44
C99	44°30'18"	70.00	54.37
C100	90°00'00"	25.00	39.27
C101	90°00'00"	25.00	39.27
C102	90°00'00"	25.00	39.27
C103	90°00'00"	25.00	39.27
C104	01°54'20"	1023.00	34.02
C105	03°18'44"	850.00	49.14

NUMBER	DELTA	RADIUS	LENGTH
C106	08°11'32"	477.00	68.20
C107	02°09'54"	650.00	24.56
C108	05°16'40"	523.00	48.18
C109	30°11'48"	25.00	13.18
C110	114°22'21"	25.00	49.90
C111	10°45'20"	350.00	65.70
C112	19°04'57"	177.00	58.95
C113	14°11'00"	350.00	86.64
C114	35°35'24"	177.00	109.95
C115	14°11'00"	223.00	55.20
C116	02°34'10"	223.00	10.00
C117	14°11'00"	223.00	55.20
C118	14°11'00"	223.00	55.20
C119	12°52'25"	350.00	78.64
C120	08°11'32"	477.00	68.20
C121	19°04'57"	177.00	58.95
C122	18°15'55"	177.00	56.43
C123	10°50'36"	177.00	33.50
C124	36°52'12"	25.00	16.09
C125	01°45'55"	850.00	26.19
C126	04°53'17"	523.00	44.62
C127	00°47'35"	1023.00	14.16
C128	03°18'44"	977.00	56.48
C129	03°18'44"	977.00	56.48
C130	08°33'21"	977.00	145.89
C131	03°18'44"	977.00	56.48
C132	05°16'40"	650.00	59.87
C133	26°58'44"	223.00	105.00
C134	12°52'25"	223.00	50.11
C135	12°52'25"	223.00	50.11
C136	04°34'18"	223.00	17.79
C137	03°26'18"	977.00	58.63
C138	02°48'02"	1150.00	56.21
C139	02°48'02"	1150.00	56.21
C140	03°02'35"	223.00	11.84
C141	00°30'47"	523.00	4.68
C142	81°09'40"	25.00	35.41
C143	03°18'44"	850.00	49.14
C144	03°18'44"	977.00	56.48
C145	01°50'22"	223.00	7.16
C146	12°52'25"	223.00	50.11
C147	12°52'25"	223.00	50.11
C148	06°42'05"	223.00	26.08
C149	21°41'07"	500.00	189.24
C150	03°06'14"	477.00	25.84
C151	03°18'44"	977.00	56.48
C152	02°04'08"	1023.00	36.94
C153	02°48'02"	1023.00	50.00
C154	05°34'58"	477.00	46.48
C155	01°35'35"	1023.00	28.44
C156	02°48'02"	1023.00	50.00
C157	02°48'02"	1023.00	50.00
C158	02°48'02"	1023.00	50.00
C159	02°48'02"	1023.00	50.00
C160	02°48'02"	1023.00	50.00
C161	02°48'02"	1023.00	50.00
C162	02°48'02"	1023.00	50.00
C163	05°01'10"	1023.00	89.62
C164	03°18'44"	850.00	49.14
C165	18°37'50"	1531.00	497.82
C166	08°50'20"	25.00	3.86
C167	05°16'40"	650.00	59.87
C168	05°16'40"	650.00	59.87
C169	05°16'40"	523.00	48.18
C170	05°16'40"	650.00	59.87
C171	06°20'55"	1150.00	127.43
C172	13°00'11"	350.00	79.43
C173	03°18'44"	977.00	56.48
C174	29°55'12"	25.00	13.06
C175	23°26'41"	177.00	72.43
C176	00°26'48"	1469.00	11.45
C177	02°41'32"	1469.00	69.03
C178	13°00'11"	223.00	50.61
C179	07°52'09"	177.00	24.31
C180	10°45'20"	223.00	41.86
C181	01°35'02"	977.00	27.01
C182	01°45'24"	977.00	29.95
C183	05°34'58"	350.00	34.10

CURVE TABLE

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON ARIZONA, U.S.A. EXPIRES 03/31/20

FOR INTERIOR GEOMETRY ONLY

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EXPIRES: 3/31/2017

FINAL PLAT for

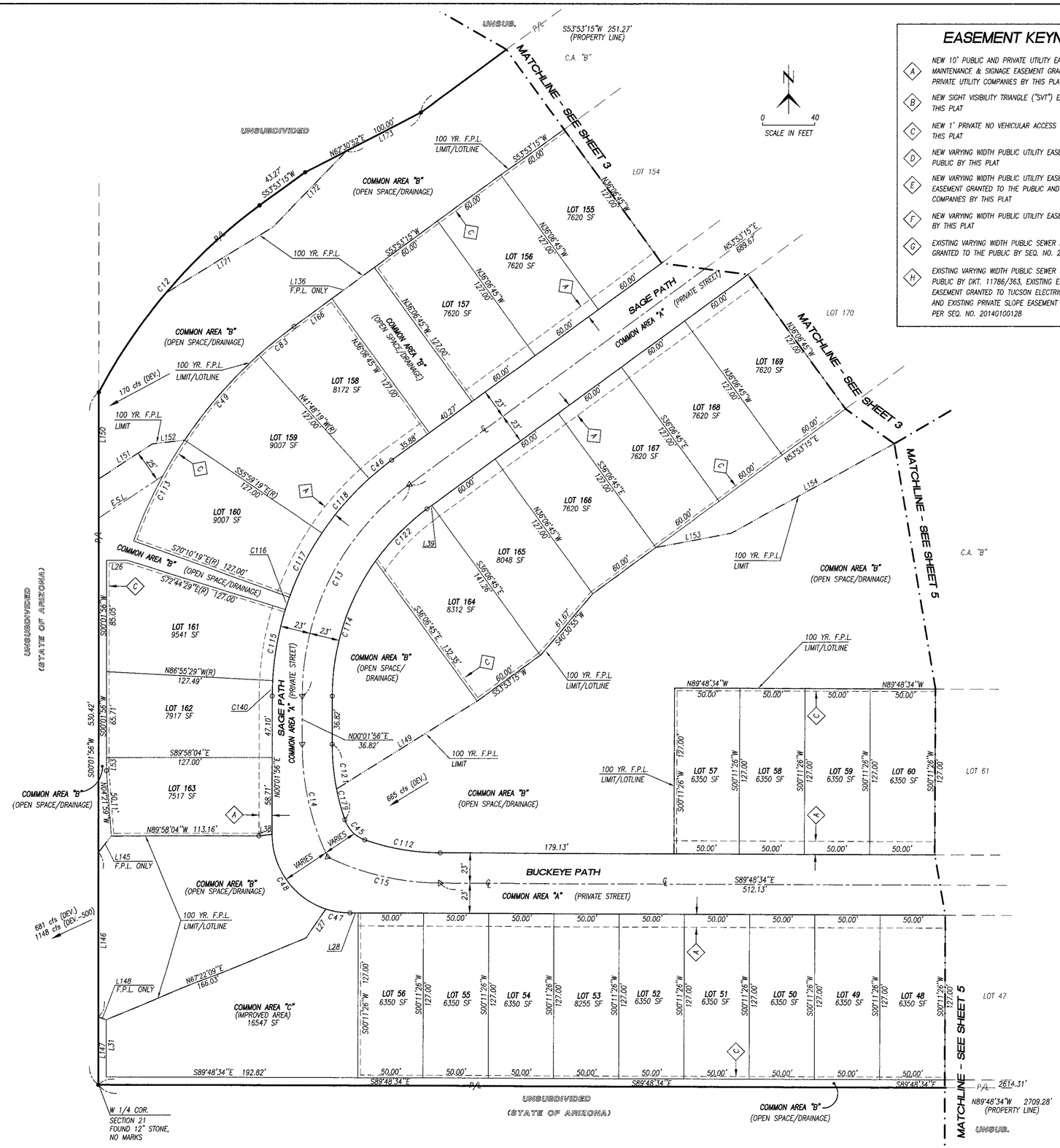
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 3 OF 8

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NUMBER	DIRECTION	DISTANCE
L1	N59°17'19"E	10.00'
L2	S14°07'45"E	98.03'
L3	S14°09'42"E	60.06'
L4	N61°54'12"E	25.81'
L5	N61°54'12"E	25.81'
L6	N00°11'26"E	18.00'
L7	S89°48'34"E	17.00'
L8	S89°48'34"E	17.00'
L9	S89°48'34"E	43.16'
L10	S00°11'26"W	30.00'
L11	N89°48'34"W	40.09'
L12	S00°11'26"W	18.00'
L13	N89°48'34"W	37.98'
L14	S00°11'26"W	23.00'
L15	S00°11'26"W	23.00'
L16	S38°30'32"E	25.63'
L17	S19°39'42"W	12.35'
L18	S89°48'34"E	10.00'
L19	N19°39'42"E	15.00'
L20	N57°29'19"E	21.56'
L21	N57°29'19"E	21.56'
L22	N59°17'19"E	26.94'
L23	S28°05'48"E	5.00'
L24	N28°05'48"W	5.00'
L25	S28°05'48"E	32.99'
L26	N89°58'04"W	15.70'
L27	S34°31'45"W	26.67'
L28	N89°48'34"W	6.33'
L29	S55°05'01"E	8.00'
L30	S55°05'01"E	25.09'
L31	S00°01'56"W	43.51'
L32	N32°36'38"W	34.08'
L33	N28°05'48"W	22.71'
L34	S55°05'01"E	14.50'
L35	S55°05'01"E	14.50'
L36	S62°52'17"W	56.58'
L37	S59°17'19"W	10.99'
L38	S82°41'47"W	10.08'
L39	N53°53'15"E	4.53'
L40	S59°17'19"W	25.98'
L41	S85°40'36"W	40.70'
L42	S89°48'34"E	28.33'
L43	S86°13'59"E	58.07'
L44	N89°48'34"W	45.00'
L45	N75°52'15"E	56.36'
L46	N75°52'15"E	60.93'
L47	N04°06'11"W	49.49'
L48	S85°40'36"W	40.70'
L49	S86°18'11"E	59.23'
L50	S89°48'34"E	14.24'
L51	S28°05'48"E	32.99'
L52	N87°19'41"E	50.06'
L53	S00°01'56"W	10.04'
L54	S28°05'48"E	27.02'
L55	S15°16'23"W	47.37'
L56	S49°27'04"W	76.13'
L57	S72°02'16"W	136.92'
L58	S57°37'20"W	42.66'
L59	S81°47'04"W	44.29'
L60	N53°53'15"E	13.52'

NUMBER	DIRECTION	DISTANCE
L61	S74°53'19"W	59.67'
L62	S29°18'44"W	42.59'
L63	S60°40'48"E	72.28'
L64	S49°43'27"W	35.60'
L65	S88°11'44"W	59.52'
L66	S66°58'38"W	59.70'
L67	S08°19'58"E	43.02'
L68	S79°06'44"W	88.28'
L69	S66°54'47"W	47.12'
L70	N86°40'32"W	59.68'
L71	S25°47'41"W	44.68'
L72	S56°50'33"W	58.25'
L73	S13°02'33"E	44.51'
L74	S08°22'23"W	43.34'
L75	S56°02'46"W	35.00'
L76	S69°27'36"W	43.13'
L77	N81°52'36"W	31.24'
L78	S83°25'25"W	33.03'
L79	S10°55'55"W	36.61'
L80	S42°29'53"W	38.18'
L81	S78°41'10"W	104.83'
L82	S78°41'10"W	20.07'
L83	N65°28'15"E	159.18'
L84	N87°30'46"E	49.69'
L85	S88°17'46"E	19.00'
L86	N62°35'28"E	33.10'
L87	N29°38'15"E	14.67'
L88	N44°18'48"E	119.23'
L89	S65°24'20"W	40.58'
L90	S84°50'26"W	23.13'
L91	S69°10'28"W	110.07'
L92	S60°21'03"W	69.99'
L93	S34°28'21"W	21.77'
L94	S75°52'15"W	12.48'
L95	S32°37'20"E	39.19'
L96	N36°39'53"W	28.35'
L97	S56°32'24"W	39.24'
L98	N19°39'42"E	13.94'
L99	N19°16'18"W	15.01'
L100	N80°05'10"E	25.67'
L101	N60°16'34"E	35.25'
L102	N47°39'40"E	188.16'
L103	N54°08'46"E	171.60'
L104	N43°44'43"E	61.16'
L105	N36°22'40"E	25.62'
L106	N09°54'07"E	19.23'
L107	N76°25'06"E	97.22'
L108	N65°56'34"W	69.90'
L109	S80°32'44"W	26.02'
L110	S18°41'29"W	45.76'
L111	S44°28'43"W	45.35'
L112	N79°48'16"W	31.04'
L113	N43°28'19"E	201.24'
L114	S56°32'24"W	38.61'
L115	S14°32'19"W	70.60'
L116	S34°15'16"W	71.65'
L117	S79°53'02"W	46.11'
L118	S00°11'26"W	42.96'
L119	S42°20'36"E	37.33'
L120	S10°04'08"W	30.05'

NUMBER	DIRECTION	DISTANCE
L121	S39°49'46"W	31.47'
L122	S00°11'26"W	31.51'
L123	S89°48'34"E	62.86'
L124	S13°39'53"E	22.28'
L125	S26°22'11"W	56.99'
L126	S04°50'04"E	34.00'
L127	S15°21'12"W	27.30'
L128	N29°04'21"E	9.71'
L129	S89°48'34"E	47.70'
L130	S89°48'34"E	45.88'
L131	S70°01'57"E	30.71'
L132	N28°13'10"E	35.07'
L133	N45°09'06"E	27.77'
L134	N58°41'40"E	60.95'
L135	N15°11'57"E	104.81'
L136	N53°53'15"E	40.27'
L137	N28°05'48"W	124.77'
L138	S89°48'34"E	290.80'
L139	N89°48'34"W	70.82'
L140	N14°16'53"E	26.49'
L141	N54°45'58"E	47.70'
L142	N71°22'44"E	50.46'
L143	N61°07'28"E	38.09'
L144	S44°51'53"E	90.50'
L145	S38°15'37"W	15.91'
L146	S00°01'56"W	127.01'
L147	S00°01'56"W	51.67'
L148	S70°01'00"E	6.38'
L149	N58°00'46"E	127.08'
L150	S00°01'56"W	66.33'
L151	N56°48'08"E	49.14'
L152	S83°23'17"W	24.83'
L153	N79°12'50"E	58.86'
L154	N61°16'11"E	142.55'
L155	N10°07'47"E	62.89'
L156	N61°58'48"E	127.00'
L157	N75°25'18"E	128.41'
L158	N13°20'01"W	26.77'
L159	N41°32'33"W	27.87'
L160	N34°09'31"E	41.94'
L161	S79°47'00"E	30.81'
L162	N59°17'19"E	23.47'
L163	N13°09'06"E	52.74'
L164	N74°26'50"E	52.58'
L165	N45°01'28"E	39.57'
L166	N53°53'15"E	35.88'
L167	S88°05'28"E	45.02'
L168	N61°54'12"E	11.32'
L169	N59°17'19"E	46.94'
L170	N59°17'19"E	46.87'
L171	N58°34'47"E	95.74'
L172	N43°49'06"E	80.61'
L173	N62°30'52"E	64.48'
L174	S44°09'04"E	36.73'
L175	S45°50'56"W	27.85'
L176	N32°29'38"W	37.50'
L177	N45°50'56"E	20.28'
L178	N44°09'04"W	44.25'
L179	S89°48'34"E	28.33'
L180	S28°05'48"E	8.68'

LINE TABLE

FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26928
CHRIS E.
MORRISON
ARIZONA, U.S.A.
EXPIRES 03/31/20

FOR INTERIOR GEOMETRY ONLY

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CERTIFICATE NO.
16784
WILLIAM H.
BAKER, JR.
ARIZONA, U.S.A.

EXPIRES: 3/31/2017

FINAL PLAT for

BLUE AGAVE AT DOVE MOUNTAIN, LOTS 1 - 192, BLOCKS "1"-"3" (FUTURE DEVELOPMENT), BLOCK "4" (PRV) AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (IMPROVED AREA)

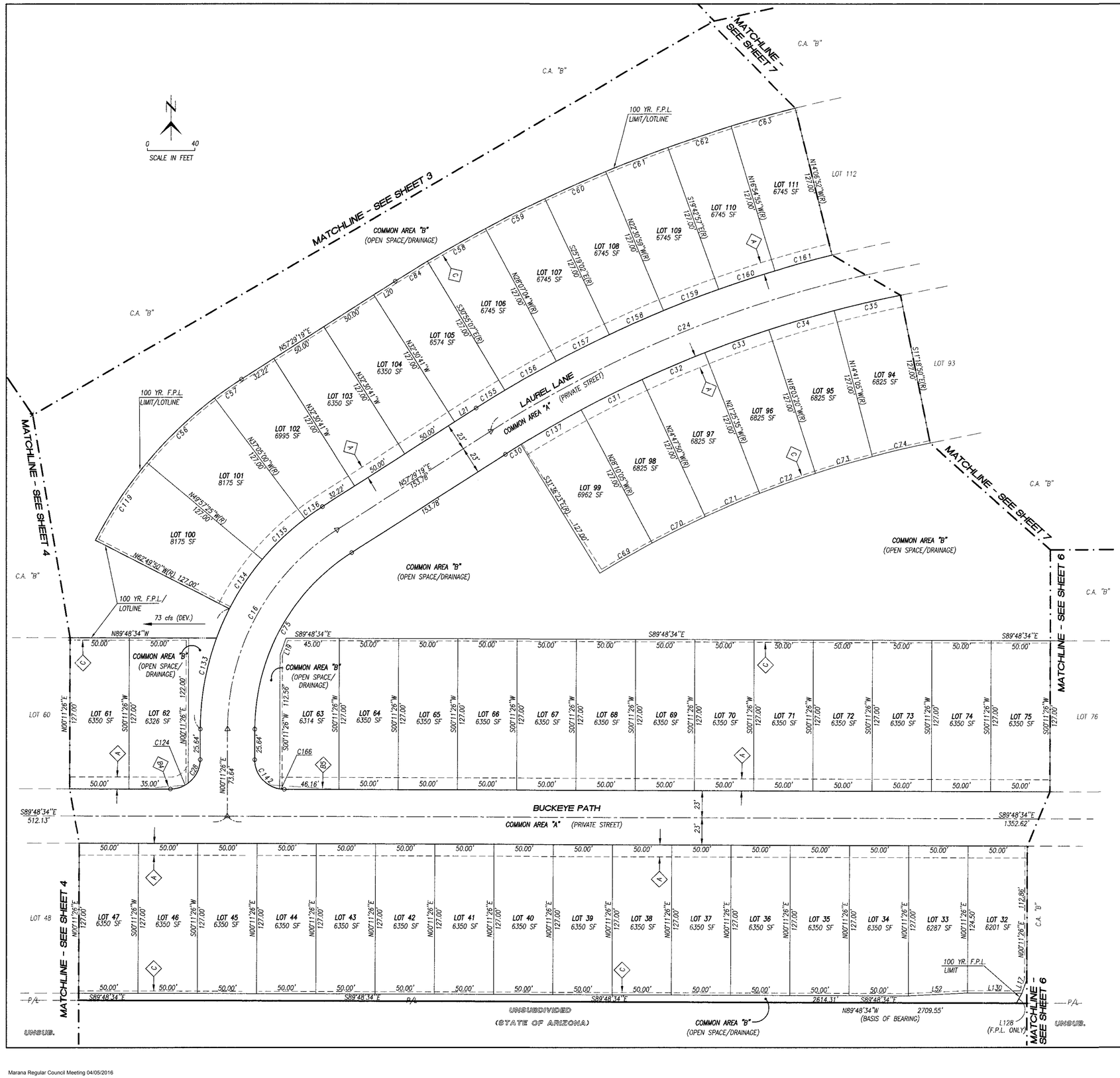
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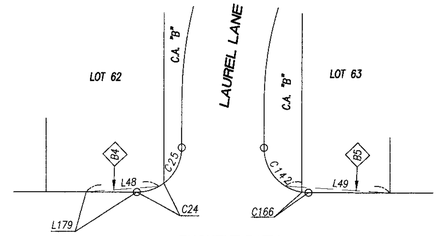
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 4 OF 8

SEQUENCE #

SEQUENCE #_____





B4 AND B5 - SIGHT VISIBILITY TRIANGLE

DETAIL - LOTS 62 AND 63

EASEMENT KEYNOTES

- (A) NEW 10' PUBLIC AND PRIVATE UTILITY EASEMENT AND PRIVATE ROADWAY MAINTENANCE & SIGNAGE EASEMENT GRANTED TO THE PUBLIC AND ALL PRIVATE UTILITY COMPANIES BY THIS PLAT
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CERTIFICATE NO.
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CHRIS E. MORRISON
ARIZONA, U.S.A.
EXPIRES 03/31/20

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As Signed
ARIZONA, U.S.A.

EXPIRES: 3/31/2017

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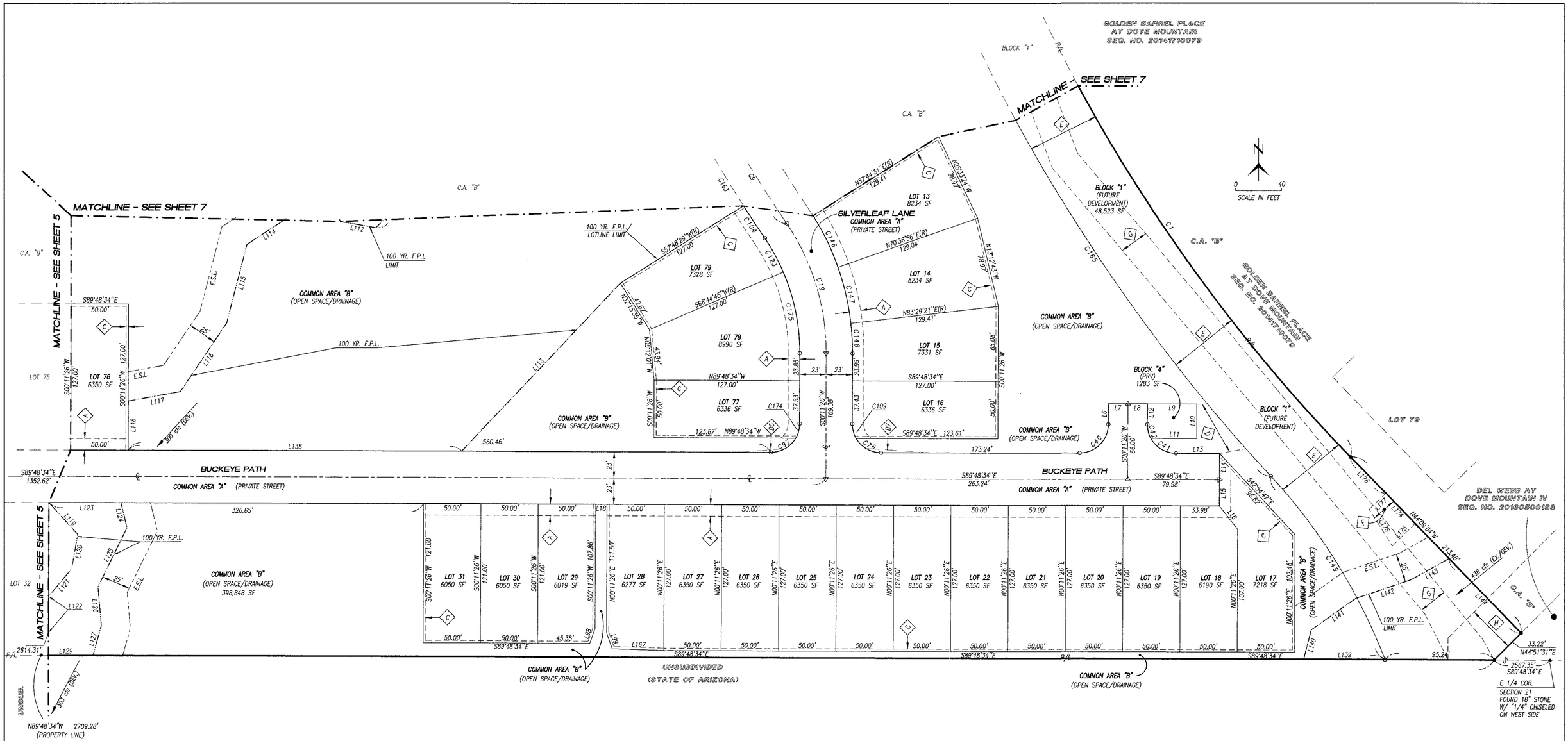
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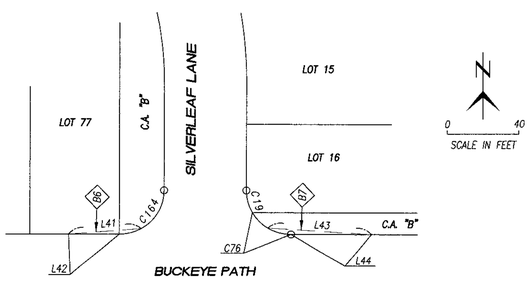
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 5 OF 8

SEQUENCE #

SEQUENCE #_____





B6 AND B7- SIGHT VISIBILITY TRIANGLE

DETAIL – LOT 77 AND COMMON AREA "B"

EASEMENT KEYNOTES

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FOR EXTERIOR BOUNDARY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 26928 CHRIS E. MORRISON Baker & Associates, U.S.A. ARIZONA, U.S.A. EXPIRES 03/31/20

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR CERTIFICATE NO. 16784 WILLIAM H. BAKER, JR. Date Signed ARIZONA, U.S.A.

EXPIRES: 3/31/2017

FINAL PLAT for

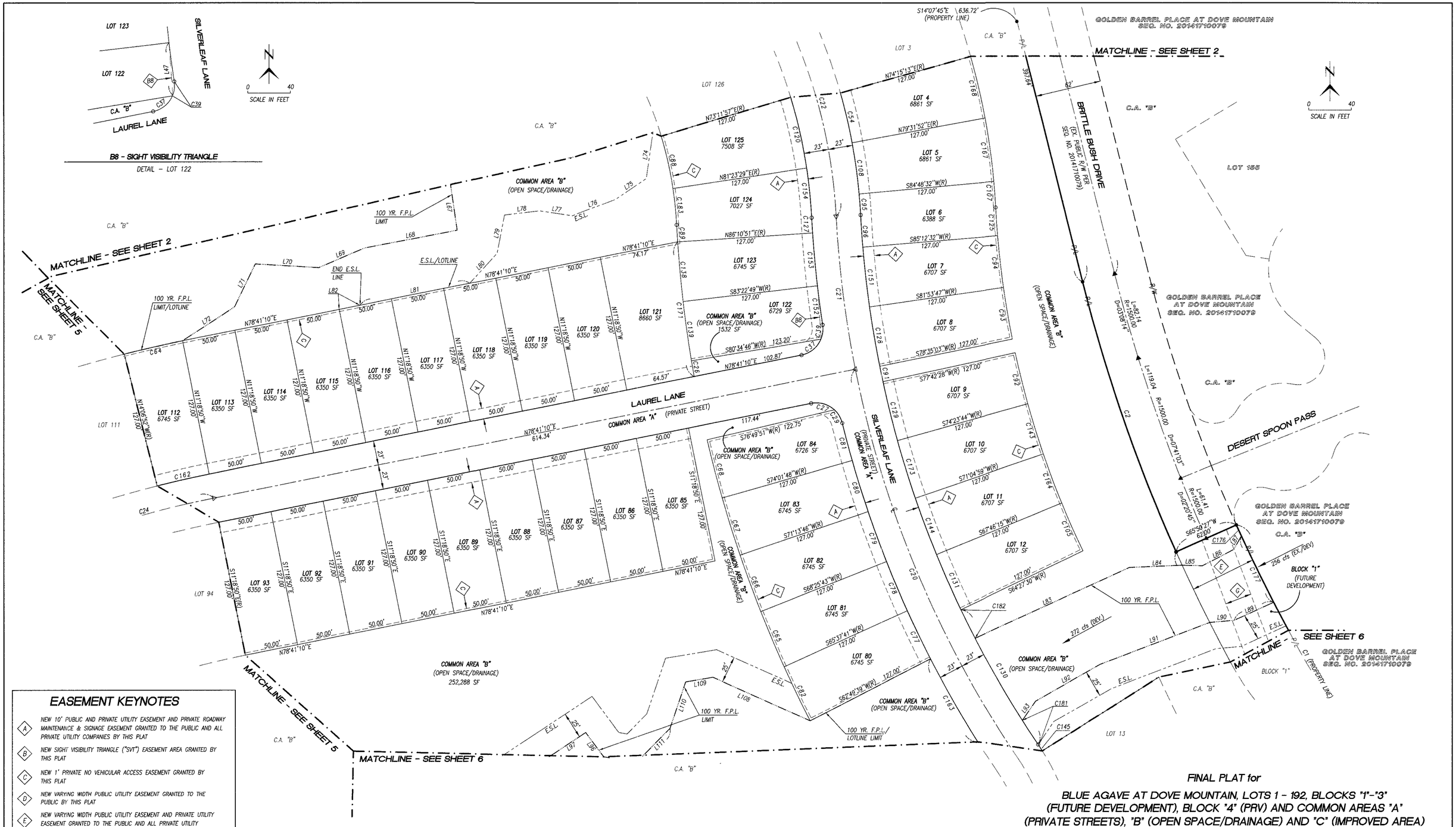
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 6 OF 8

SEQUENCE #



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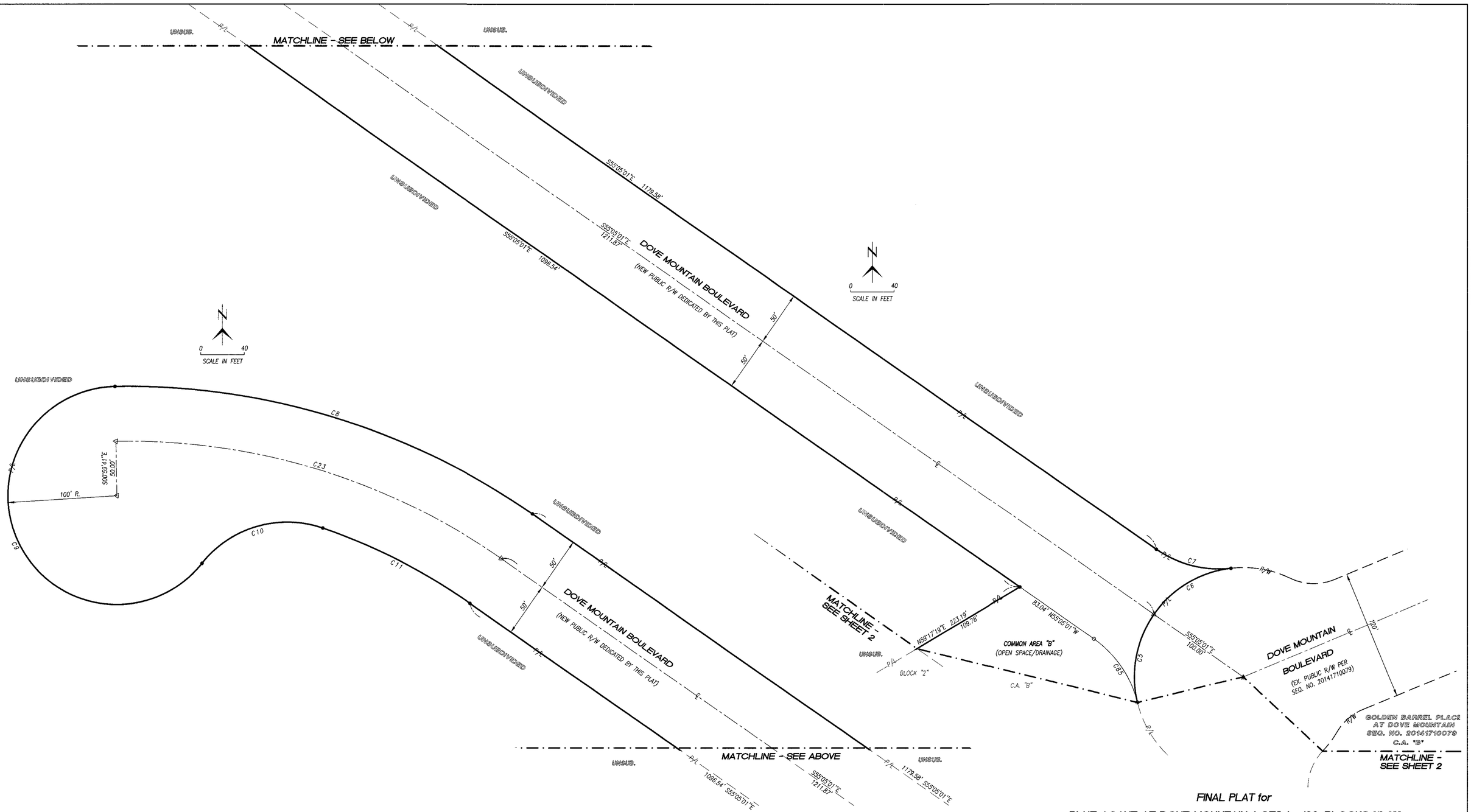
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 7 OF 8

SEQUENCE #



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FINAL PLAT for

BLUE AGAVE AT DOVE MOUNTAIN, LOTS 1 - 192, BLOCKS "1"-"3" (FUTURE DEVELOPMENT), BLOCK "4" (PRV) AND COMMON AREAS "A" (PRIVATE STREETS), "B" (OPEN SPACE/DRAINAGE) AND "C" (IMPROVED AREA)

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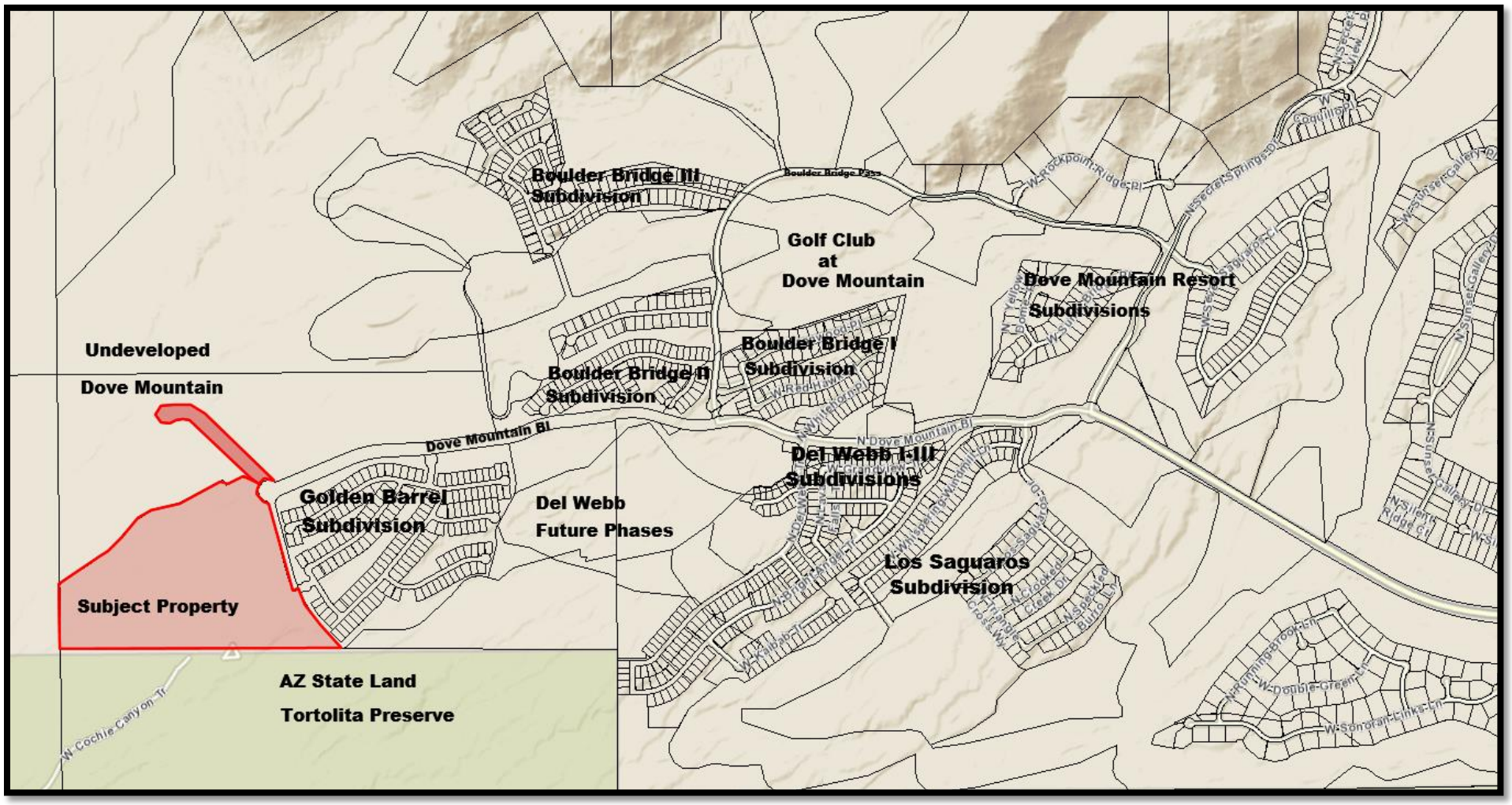
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#PRV-1507-001 REF.: PRV-1503-004 JOB #2371 MARCH 21, 2016 SHEET 8 OF 8

SEQUENCE #_____

Location Map



Case Number: PRV1507-001

Title: Blue Agave at Dove Mountain

Request: Approval of a final plat for the resubdivision of Block "1" of Golden Barrel Place Final Plat and a portion of Section 21, Township 11 South, Range 12 East

MARANA

PLANNING & ENGINEERING APPLICATION

1. TYPE OF APPLICATION (Check One)

- ☐ Preliminary Plat
- ☒ Final Plat
- ☐ General Plan Amendment
- ☐ Variance
- ☐ Development Plan
- ☐ SWPPP
- ☐ Landscape Plan
- ☐ Native Plant Permit
- ☐ Specific Plan Amendment
- ☐ Conditional Use Permit
- ☐ Rezone/Specific Plan
- ☐ Annexation
- ☐ Significant Land Use Change
- ☐ Minor Land Division
- ☐ Water Plan
- ☐ Improvement Plan (specify type in Description of Project box*)
- ☐ Other _____

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	218-31-002N			General Plan Designation (To be confirmed by staff)	
Gross Area (Acre/Sq. Ft.)	64 Acres			Current Zoning (To be confirmed by staff)	
Development/Project Name	Blue Agave at Dove Mtn.			Proposed Zoning	
Project Location	Dove Mountain Blvd. & Brittle Bush Drive				
Description of Project*					
Property Owner	DM Phase IV Investment, L.L.C. - c/o Cottonwood Prop.				
Street Address	3567 E. Sunrise Dr., Suite #219				
City: Tucson	State: AZ	Zip Code: 85718	Phone Number: 299-8424	Fax Number:	E-Mail Address:
Contact Person	Bill Hallinan			Phone Number / E-mail: bhallinan@cottonwoodproperties.com	
Applicant					
Street Address					
City	State	Zip Code	Phone Number	Fax Number	E-Mail Address
Contact Person				Phone Number / E-mail	
Agent/Representative	Baker & Associates Engineering, Inc.				
Street Address	3561 E. Sunrise Dr., #225				
City: Tucson	State: AZ	Zip Code: 85718	Phone Number: 318-1950	Fax Number: 318-1930	E-Mail Address: marty@baetucson.com
Contact Person	Marty Magelli, P.E.			Town of Marana Business License No.	

3. AUTHORIZATION OF PROPERTY OWNER

I, the undersigned, certify that all of the facts set forth in this application are true to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application and checklist. (If not owner of record, attach written authorization from the owner.)

Print Name of Applicant/Agent	Signature	Date
W. Hallinan		1-28-15

11555 W. Civic Center Drive, Bldg. A2•Marana, AZ 85653-7003•Telephone (520) 382-2600•Fax (520) 382-2641

PRV1507-001 7-3-15 CB, IDV

SDE 2571

Council-Regular Meeting **C2**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Shannon Shula, Planner I

Date: April 5, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-032: Relating to Development; approving a final plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A' (Private Streets), 'B' (Open Space), 'C' (Off-Street Parking) and 'D' (Landscape Buffer Yard), generally located at the northeast intersection of W. Barnett Road and N. Sandario Road (Shannon Shula)

Discussion:

Request
Arrowhead Engineering, Inc., on behalf of the Pasqua Yaqui Tribe, is requesting the approval of a final plat to combine two existing parcels (217-37-0400 & 217-37-0460) into a platted subdivision consisting of 25 lots.

Location
The site is located at the northeast intersection of W. Barnett Road and N. Sandario Road.

Zoning
The subject property is zoned "A" - small lot zone and consists of two parcels. Parcel 217-37-0400 consists of approximately 1.96 acres and parcel 217-37-0460 is approximately 2.62 acres. The 4.57 acre property is considered legal non-conforming as this zoning was designated during the original incorporation of the Town.

Transportation
Access to the site will be off of N. Sandario Road.

History
On April 8, 2014, the Pascua Yaqui Tribe of Arizona requested variances (VAR-14015) from Section 05.02.01.C (Zone A – Small Lot Zone Setback Requirements), Section 17.03.07

(Landscape Buffer Standards), and Section 4 and Appendix Standard Detail No.1 of the Town of Marana Subdivision Street Standard Manual, and interpretations of the Land Development Code Section 06.03.02 paragraph N (Enclosure of Irrigation Canals) and Section 08.06 (Residential Design). The Board of Adjustment approved the request for the three following variances:

1. A variance from Section 05.02.01C, to reduce the minimum building setbacks.
2. A variance from Section 4 and Appendix Standard Detail No. 1 of the Town of Marana Subdivision Street Standards Manual, to reduce the required the right-of-way width and accepts the proposed 20 feet of right-of-way and preserves the existing 20 feet of pavement.
3. A variance from Section 17.03.07 of the Town of Marana Land Development Code, which establishes the required landscape buffer yard width based on zoning designation and accepts the proposed wrought iron view fence at a minimum height of 4'-11" along the property line adjacent to Barnett Road.

The Board of Adjustment also upheld staff's interpretation that the irrigation undergrounding and residential design requirements did not apply to Yoem Pueblo, which was established decades before the Town of Marana was incorporated. The process of overlaying existing Yoem Pueblo with the Yoem Subdivision plat does not give the Town an opportunity to retroactively apply these requirements to existing development.

On June 24, 2015, the Planning Commission voted unanimously to recommend approval of the Yoem Subdivision Preliminary Plat.

On August 4, 2015, the Town Council approved the Preliminary Plat for Yoem Subdivision by Resolution No. 2015-081.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Marana Land Development Code. This final plat is in conformance with all required development regulations and design guidelines and staff recommends approval of the Yoem Subdivision Final Plat.

Suggested Motion:

I move to adopt Resolution No. 2015-032, approving a final plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A' (Private Streets), 'B' (Open Space), 'C' (Off-Street Parking) and 'D' (Landscape Buffer Yard).

Attachments

Resolution No. 2016-032
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2016-032

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR YOEM SUBDIVISION, LOTS 1-25 AND COMMON AREAS 'A' (PRIVATE STREETS), 'B' (OPEN SPACE), 'C' (OFF-STREET PARKING) AND 'D' (LANDSCAPE BUFFER YARD), GENERALLY LOCATED AT THE NORTHEAST CORNER OF W. BARNETT ROAD AND N. SANDARIO ROAD.

WHEREAS, the Marana Board of Adjustment, at its meeting on April 8th, 2014, approved a Variance (VAR-14015) for minimum setbacks (Section 05.02.01C Land Development Code), right-of-way width (Street Standards Manual) and landscape buffer (Section 17.03.07 Land Development Code); and

WHEREAS, the Yoem Subdivision Preliminary Plat was approved by the Town Council, on August 4th, 2015, by the adoption of Resolution 2015-081; and

WHEREAS, the Pasqua Yaqui Tribe, the property owner, has applied for approval of a Final Plat for Yoem Subdivision consisting of 4.57 acres, including Lots 1-25 and Common Areas 'A' (Private Streets), 'B' (Utility Area), 'C' (Off-Street Parking/Open Space) and 'D' (Landscape Buffer Yard), generally located at the northeast intersection of W. Barnett Road and N. Sandario Road within the portion of Section 27, Township11 South, Range 11 East; and

WHEREAS, the Marana Town Council, at their April 5th, 2016 meeting, find that the Final Plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A', 'B', 'C', and 'D', should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Final Plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A' (Private Streets), 'B' (Open Space), 'C' (Off-Street Parking) and 'D' (Landscape Buffer Yard), generally located at the northeast intersection of W. Barnett Road and N. Sandario Road is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of April, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DEDICATION:

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS–OF–WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC UTILITIES AND SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS–OF–WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

WE AND OUR SUCCESSORS AND ASSIGNS HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THESE LANDS NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE, FLOOD, OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

COMMON AREA "A" (PRIVATE STREETS) AND COMMON AREA "B" TO INCLUDE ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES, DRAINAGE AND SEWAGE. SPECIFIC 16 FOOT WIDE EASEMENTS FOR OVERHEAD ELECTRICAL LINES THAT CROSS OVER ONE LOT TO SERVE ANOTHER. EASEMENTS SHALL BE OFF–SET 5 FEET AND 11 FEET FOR A TOTAL OF 16 FEET. STRUCTURE LOCATED WITHIN COMMON AREA "A" NORTH OF LOT 11750 MUST BE RELOCATED FROM BELOW THE ELECTRIC LINE.

BENEFICIARY:

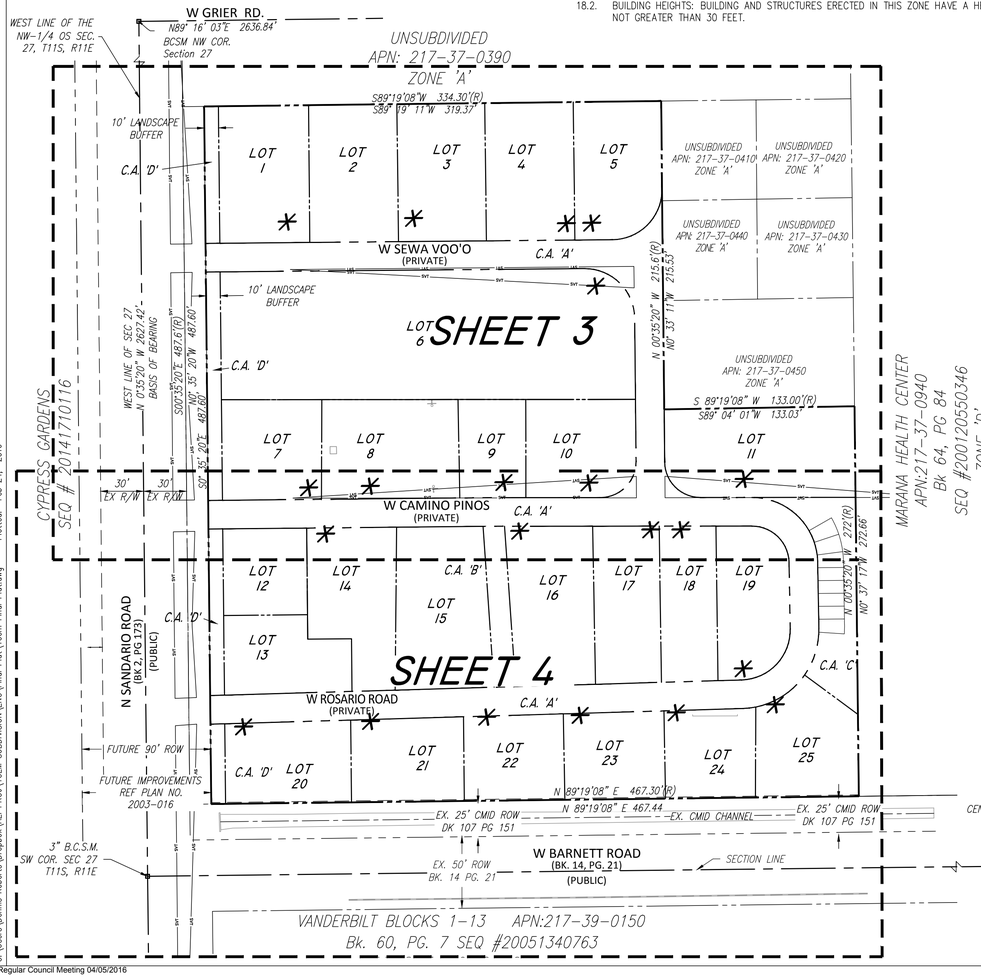
PASQUA YAQUI TRIBE OF ARIZONA

ACKNOWLEDGMENT:

STATE OF ARIZONA }
COUNTY OF PIMA } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 20___, BY _____, TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 18227–T ANT NOT IN ITS CORPORATE CAPACITY.

_____
NOTARY PUBLIC



GENERAL NOTES:

1. ADMINISTRATIVE ADDRESS: 13218 N. SANDARIO RD.
2. A SUBDIVISION OF PARCELS 217–37–0400 AND 217–37–0460 IS BEING PROPOSED FOR THIS SITE.
3. PARCEL 217–37–0400 LEGAL DESCRIPTION:
   N 243.8' S 537.61' E 467.3' W 497.3' SW4 NW4 EXC E 133' S 215.6' 1.96 AC SEC 27–11–11.
4. PARCEL 217–37–0460 LEGAL DESCRIPTION:
   N 243.8' S 293.8' E 467.3' W 497.3' SW4 NW4 2.62 AC SEC 27–11–11.
5. THE EXISTING ZONING IS 'A' – SMALL LOT ZONE.
6. THE PROPOSED USE OF THE PROPERTY IS SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION.
7. THIS IS A 25 LOT SUBDIVISION ON 4.57 AC (199,069.2 SQ. FT.).
8. THE DENSITY IS 5.47 LOTS/AC.
9. TOTAL MILES OF EXISTING PRIVATE ROAD IS 0.28 MILES.
10. EXISTING PARKING SPACES: 1 PER LOT (24), EXCEPT LOT 6. LOT 6 HAS 6 SPACES, PLUS 8 SPACES = 38 TOTAL SPACES.
11. AN ADDITIONAL EIGHT (8) GRAVEL PARKING SPACES ARE BEING PROPOSED IN THIS PROJECT.
12. MINIMUM LOT SIZE IS 3,210.37 SQ FT (LOT 9), AVERAGE LOT SIZE IS 5,516.50 SQ FT, AND MAXIMUM LOT AREA IS 25934.93 SQ FT (LOT 6).
13. NO FURTHER SUBDIVIDING OR LOT SPLITTING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
14.

PARCEL	EXISTING GROSS AREA
217–37–0400	85,293.60 S.F. (1.96 AC.)
217–37–0460	113,951.92 S.F. (2.62 AC.)
COMBINED	199,245.52 S.F. (4.58 AC.)

15. TOTAL AREA USED FOR RESIDENTIAL LOTS: 152,716.94 SQ FT, 3.51 AC
16. TOTAL AREA TO BE DEDICATED TO PUBLIC ROW: 7,314.01 SQ FT, 0.17 AC
17. COMMON AREA USES:

COMMON AREA		USE
CA 'A' =	28,864.47 SQ FT, 0.66 AC	PRIVATE STREETS
CA 'B' =	1,688.23 SQ FT, 0.04 AC	UTILITY AREA
CA 'C' =	4,386.26 SQ FT, 0.10 AC	OFF–STREET PARKING/OPEN SPACE
CA 'D' =	4,275.99 SQ FT, 0.10 AC	LANDSCAPE BUFFER YARD
	39,214.95 SQ FT, 0.90 AC	

18. THE SETBACK AND HEIGHT REQUIREMENTS ARE AS ALLOWED BY THE ZONE 'A' LAND USE DESIGNATION WITHIN THE RESIDENTIAL DESIGN STANDARDS OF THE TOWN OF MARANA LAND DEVELOPMENT CODE UNLESS OTHERWISE NOTED. ON 04–08–14 VAR–14015 REQUESTED ITEM #001 WHICH IDENTIFIED EXISTING SETBACKS TO PROPOSED PRIVATE STREETS AND BOUNDARIES. MOST LOTS DO NOT MEET ZONE "A" BUILDING SETBACKS. THIS VARIANCE REQUEST WAS APPROVED 04–08–14. APPROVED SETBACKS ARE SHOWN ON SHEETS 3 AND 4.
    18.1. BUILDING SETBACKS:
    18.1.a. 20 FOOT FRONT YARD SETBACK.
    18.1.b. 5 FOOT SIDE YARD SETBACK. 10 FOOT STREET SIDE YARD SETBACK.
    18.1.c. 20 FOOT REAR YARD SETBACK.
    18.1.d. IN THE INSTANCE WHERE THE DISTANCE BETWEEN THE EXISTING BUILDING AND THE PROPOSED LOT LINE DO NOT CONFORM TO THE ALLOWED BUILDING SETBACKS BY THE ZONE 'A' LAND USE DESIGNATION A DISTANCE INDICATOR IS LABELED TO SHOW THE APPROXIMATE DISTANCE BETWEEN THE EXISTING BUILDING AND PROPOSED LOT LINE. THE BUILDING SEPARATION DISTANCES ARE SUBJECT TO THE TOWN OF MARANA'S CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) OR INTERNATIONAL RESIDENTIAL CODE (IRC) AT THE TIME OF ANY NEW CONSTRUCTION, IMPROVEMENTS, ADDITIONS, ALTERATIONS, REMODELING, AND/OR REPLACEMENT, ETC. THAT WOULD REQUIRE A BUILDING PERMIT.
    18.2. BUILDING HEIGHTS: BUILDING AND STRUCTURES ERECTED IN THIS ZONE HAVE A HEIGHT NOT GREATER THAN 30 FEET.

GENERAL NOTES: (CONTINUED)

19. NO STRUCTURE SHALL BE LOCATED IN THE LANDSCAPE BUFFER.
20. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION. THIS SHALL ALSO APPLY DURING CONSTRUCTION.
21. ALL STREETS WITHIN IN THIS SUBDIVISION SHALL BE PRIVATE RIGHTS–OF–WAY. PRIVATE RIGHTS–OF–WAY ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF MARANA. THE PASCUA YAQUI TRIBE WILL SOLELY BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL THE PRIVATE STREETS WITHIN THIS SUBDIVISION.
22. NO PARKING OF VEHICLES, EQUIPMENT, OR MATERIAL STORAGE PERMITTED ON PRIVATE STREETS (CA "A"). THERE SHALL BE SIGNS OR OTHER DETERRENTS TO PROHIBIT PARKING ON THE STREET.
23. MATERIALS OR IMPROVEMENTS PLACED AND/OR MAINTAINED WITHIN THE SIGHT VISIBILITY TRIANGLES SHALL BE LOCATED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY AN AREA MEASURED BETWEEN 30 INCHES AND 72 INCHES IN HEIGHT ABOVE THE FINISHED GRATE OF THE ADJACENT ROADWAY SURFACE.
24. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, IT'S SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD, OR RAINFALL.
25. ALL COMMON AREAS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF MARANA. THE PASCUA YAQUI TRIBE WILL SOLELY BE RESPONSIBLE FOR THE OPERATION, MAINTENANCE AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION.
26. ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF MARANA. THE PASCUA YAQUI TRIBE WILL SOLELY BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION.
27. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
28. THE TOWN OF MARANA WATER WILL CONTINUE TO PROVIDE AN ASSURED WATER SUPPLY FOR THE DEVELOPMENT.
29. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
30. ANY UTILITIES REQUIRING RELOCATION WILL BE COMPLETED AT NO EXPENSE TO THE TOWN OF MARANA, PIMA COUNTY OR THE CORTARO–MARANA IRRIGATION DISTRICT.
31. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY WATER UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION.
32. CMID PROPERTIES, EASEMENTS OR RIGHTS–OF–WAY SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTION FOR THIS PROJECT. ELEVATIONS MUST BE MAINTAINED AT ALL TIMES UNLESS APPROVAL IS RECEIVED FROM THE BOARD OF DIRECTORS AND MANAGEMENT.
33. ENGINEERING AND CONSTRUCTION OF THE PROJECT MUST ENSURE CURRENT AND FUTURE ACCESS TO ALL CMID PROPERTY, EASEMENTS AND INFRASTRUCTURE WITHIN THE PROJECT.
34. ANY UTILITIES REQUESTING TO CROSS CMID DITCH/CANAL REQUIRES A MINIMUM OF AN EIGHTEEN (18) INCH CLEARANCE UNDER DISTRICT INFRASTRUCTURE. (PRIOR SLEEVING REQUIRED).
35. A PERMIT, USE LICENSE, IS A REQUIREMENT OF THE DISTRICT PRIOR TO ANY CONSTRUCTION ACTIVITY OR DISTURBANCES WITHIN DISTRICT PROPERTIES, EASEMENTS OR RIGHT OF WAYS. A DISTRICT PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES AND OR GOVERNMENTAL AGENCIES.
36. ON SITE SANITARY SEWER ARE PUBLIC. ANY FUTURE SANITARY SEWER WILL BE DESIGNED AND CONSTRUCTED TO THE STANDARDS AND SPECIFICATIONS OF MARANA WATER. FUTURE CONNECTIONS SHALL COMPLY WITH THE REQUIREMENTS OF MARANA WATER.
37. MAINTENANCE AND OPERATION OF THE PRIVATE SANITARY SEWER TO IT'S POINT OF CONNECTION TO THE PUBLIC SEWER IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
38. EXCEPT FOR CONSTRUCTION & IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
    38.1. WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AS APPROVED BY TOWN OF MARANA. CHAIN–LINK IS PROHIBITED.
    38.2. CONSTRUCTION, STRUCTURE OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE TOWN OF MARANA SHALL USE THE UTILITY EASEMENT
39. NO PERMANENT STRUCTURES (I.E., MASONRY WALLS, FENCES, ETC.) MAY BE CONSTRUCTED ON OR THROUGH THE PUBLIC SEWER EASEMENT SHOWN HEREON WITHOUT SEPARATE WRITTEN CONSENT OF MARANA WATER.
40. EXISTING ABOVE AND BELOW GROUND UTILITIES HAVE BEEN DELINEATED ON THESE PLANS BASED UPON FIELD SURVEY INFORMATION (PERFORMED BY OTHERS) AS WELL AS FROM BLUE STAKE MARKINGS AND UTILITY BASE MAPS (AS MADE AVAILABLE) AND THEREFORE THE ENGINEER MAKES NO GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE UTILITY LOCATIONS OR OF THE EXISTENCE OR NON–EXISTENCE OF ANY UTILITY OR UNDERGROUND STRUCTURES SHOWN.
41. SPEED LIMIT IS 25 MPH AND WB–40 AND 20 FEET WIDE EXISTING ROAD CAN ACCOMMODATE WB–40 VEHICLES. PRIVATE ACCESS ROADS FOR YOEM SUBDIVISION WERE APPROVED 04–08–14 PER ITEM #002 ON VAR–14015.
42. VAR–14015 VARIANCE REQUEST WAS APPROVED ON 04–08–14. REQUESTED VARIANCES WERE:
    A. 001 – EXISTING BUILDING SETBACKS NOT MEETING SECTION 05.02.01C.
    B. 002 – EXISTING STREET NOT MEETING TOWN OF MARANA STREET STANDARD SECTION 4 AND APPENDIX DETAIL NO. 1.
    C. 003 – LANDSCAPE BUFFER YARD NOT MEETING TOWN OF MARANA SECTION 17.03.07.
43. FACILITIES MANAGEMENT OF THE PASCUA YAQUI TRIBE WILL PROVIDE UPKEEP AND MAINTENANCE TO THE ROADWAY AREAS AND COMMON AREAS.
44. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
45. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
46. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
47. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS–OF–WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS–OF–WAY.
48. THE AREA BETWEEN 100–YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100–YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
49. THE PROFESSIONAL ENGINEER ON RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

ASSURANCES:

ASSURANCE IN THE FORM OF _____ FROM _____ AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

ASSURED WATER SUPPLY:

A CERTIFICATION OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

BY: _____ P.E. _____
MARANA WATER — DATE

RECORDING DATA:

STATE OF ARIZONA
COUNTY OF PIMA } S.S.

FEE: _____
SEQUENCE NO.: _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST _____ ON THIS _____ DAY OF _____, 20___, AT _____M. IN SEQUENCE NUMBER _____ THEREOF.

_____ DATE
F. ANN RODRIGUEZ
PIMA COUNTY RECORDER BY DEPUTY

CERTIFICATIONS:

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECTION DURING THE MONTH OF FEBRUARY, 2012 AND THAT ALL MONUMENT EXIST AS SHOWN.

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 35111 — GREGORY W. BAUER — Date Signed 2-24-16 — ARIZONA, U.S.A. — EXPIRES 06-30-2018

_____
GREGORY W. BAUER
REGISTERED LAND SURVEYOR
ARIZONA REGISTRATION NO. 35111

TOWN OF MARANA APPROVALS:

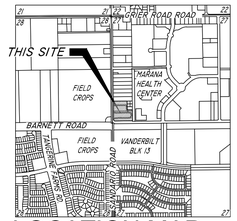
BY: _____ _____
TOWN ENGINEER/DEVELOPMENT ENGINEER — DATE

BY: _____ _____
MARANA PLANNING DIRECTOR — DATE

BY: _____ _____
MARANA WATER — DATE

I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20____.

BY: _____ _____
CLERK OF THE TOWN OF MARANA — DATE



LOCATION MAP

SCALE: 3" = 1 MILE

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, T–11–S, R–11–E, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

- SEWER MANHOLE
- SEWER CLEAN OUT
- FIRE HYDRANT
- WATER METER
- SPIGOT
- CONTROL VALVE
- MAIL BOX
- BASKETBALL POST
- INDICATED A RECORD MEASUREMENT ACCORDING TO DOCKET 10992, PAGE 0191, PIMA COUNTY, AZ (R)
- INDICATES A FOUND CONTROL MONUMENT AS DESCRIBED
- INDICATES A FOUND REBAR UNTAGGED, AFFIXED TAG "RLS 35111"
- INDICATES A SET ½" REBAR TAGGED R.L.S. 35111.
- P.U.E. PUBLIC UTILITY EASEMENT
- BP BEGINNING POINT
- ℄ CENTER LINE
- EXISTING PROPERTY BOUNDARY
- SECTION LINE
- EXISTING FENCE
- EXISTING ELECTRIC
- 6"S EXISTING SEWER
- EXISTING EASEMENT
- EXISTING WALL
- PROPOSED LOT LINES
- PROPOSED CENTER LINE
- SIGHT VISIBILITY TRIANGLE
- EXISTING BUILDING
- EXISTING PAVEMENT
- 15' EXISTING CONCRETE
- GAS METER
- TELEPHONE PEDESTAL
- ELECTRIC METER
- ELECTRIC PEDESTAL
- GUY WIRE
- UTILITY POLE
- ADDRESS
- SIGN
- ENTRY POINT

BASIS OF BEARING: GEODETIC NORTH BASED ON GPS OBSERVATIONS FROM WHICH A BEARING OF N 00°35'20" W WAS DERIVED ON THE WEST LINE OF THE NORTHWEST ONE–QUARTER OF SECTION 27, T11S, R11E, G.&S.R.M., PIMA COUNTY ARIZONA.

BASIS OF ELEVATION: 2006.43 (NAVD88) DATUM, PIMA COUNTY GEODETIC CONTROL POINT "1V17", A 1/2" REBAR AT THE INTERSECTION OF MOORE ROAD AND POSTVALE ROAD.

SHEET INDEX

SHEET 1.....COVER SHEET
SHEET 2.....SCHEDULE 'B' FIRST AMENDMENT DETAILS
SHEET 3.....FINAL PLAT
SHEET 4.....FINAL PLAT

HORIZONTAL SCALE: 1" = 50'
CONTOUR INTERVAL = 1"
0' 50' 100' 150'

FINAL PLAT SUBMITTAL REVIEW #1:	JANUARY 20, 2016
FINAL PLAT SUBMITTAL REVIEW #2:	FEBRUARY 22, 2016
FINAL PLAT SUBMITTAL #3:	FEBRUARY 24,2016

OWNER/DEVELOPER
PASCUA YAQUI TRIBE OF ARIZONA
7474 S CAMINO DE OESTE
TUCSON, AZ 85746
ATTN: ROLANDO JAIMEZ
CONTRACTING OFFICER AT PASCUA YAQUI TRIBE
PH: 520–883–5000
FAX: 520–883–5014

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: FEB 24, 2016

Registered Professional Engineer (Civil) — CERTIFICATE NO. 43855 — MERWIN T. YELLOWHAIR — Date Signed 2-24-16 — ARIZONA, U.S.A. — EXPIRES 3/31/18

T.O.M. CASE # PRV1512-001
REF. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

COVER SHEET FOR YOEM SUBDIVISION

13218 N. SANDARIO RD.

FINAL PLAT

LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF–STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

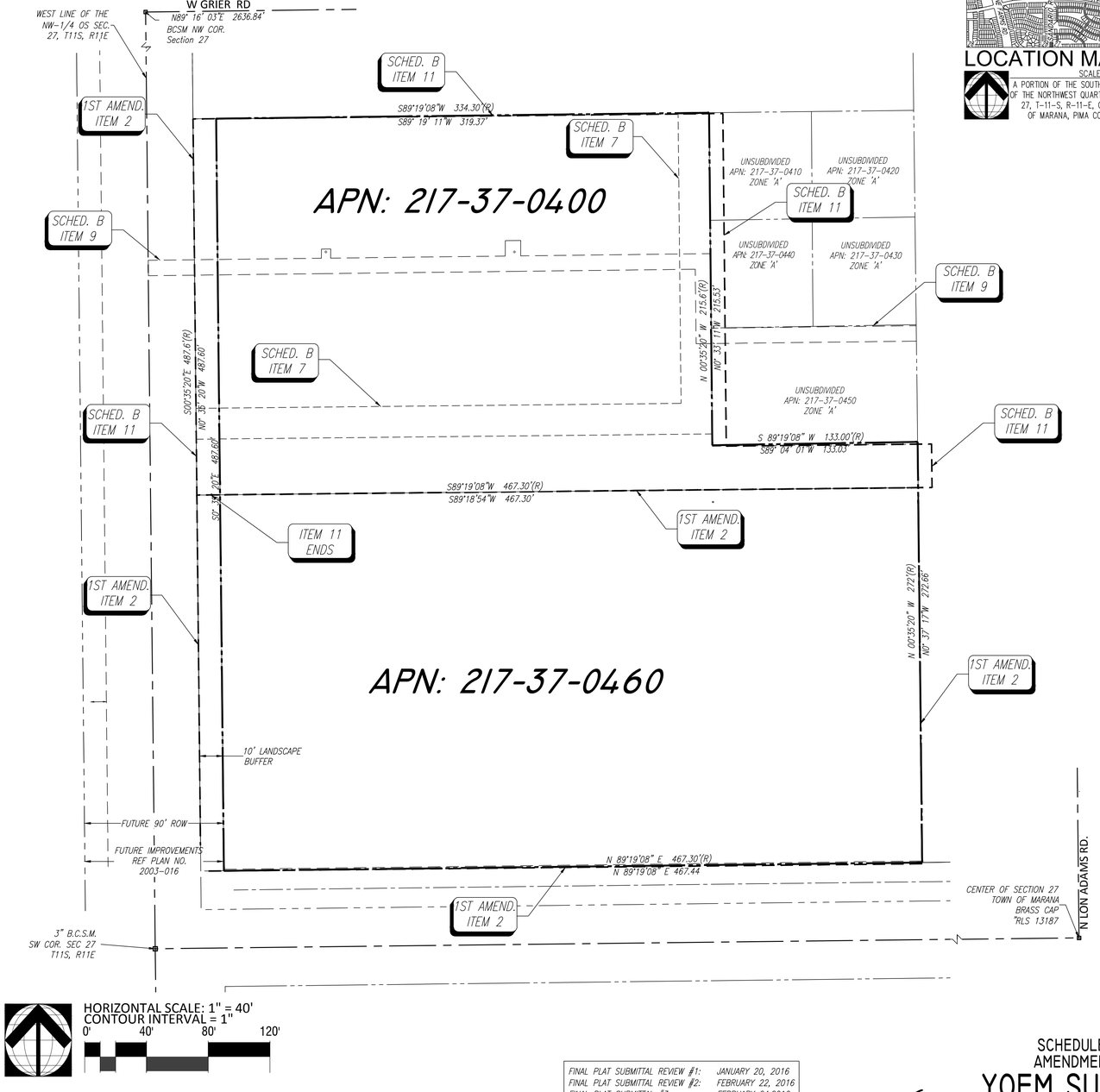
SHEET 1 OF 4

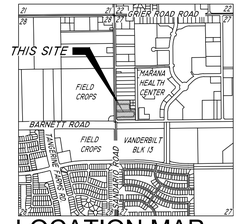
NOTICE OF DRAWING AUTHORIZATION: THIS DRAWING IS A COPYRIGHT PROTECTED DOCUMENT PRODUCED BY COMPUTER AIDED DESIGN AND DRAFTING TECHNIQUES. MULTIPLE AND/OR UNAUTHORIZED COPIES OF DRAWING DATA FILES MAY EXIST. ANY USE, REUSE OR MODIFICATION OF THE DRAWING OR ITS DATA FILES WITHOUT THE APPROPRIATE AUTHORIZED SIGNED REGISTERED PROFESSIONAL ENGINEER'S SEAL AND/OR WRITTEN VERIFICATION BY ARROWHEAD ENGINEERING, INC. IS PROHIBITED AND WILL BE AT THE USER'S RISK AND FULL LEGAL RESPONSIBILITY.
C:\Users\Jenns Roberts\Dropbox\AEI PROJ\YOEM SUBDIVISION\MC\Final Plat\Yoem Final Plat.dwg Plotted: Feb 24, 2016

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TITLE SECURITY AGENCY TITLE INSURANCE COMMITMENT NO. 99-5652356 (1/7/2015) SCHEDULE B FIRST AMENDMENT DETAILS			
ITEM	DOCUMENT	DESCRIPTION	STATUS
1-2	N/A	TAXES; NO SURVEY ITEMS	NOT PLOTTABLE
3	BK 314 OF DEEDS, PG 445.	THE RESERVATION OF ALL UNDERGROUND OR PERCOLATING WATER IN CORTARO WATER USER'S ASSOCIATION EXCEPT THAT PURCHASERS WILL BE ALLOWED TO PRODUCE DOMESTIC WATER BY WELL AND PUMP AT THEIR OWN EXPENSE, THE CAPACITY OF WHICH SHALL NOT EXCEED TO FIFTY (50) GALLONS PER MINUTE.	NOT PLOTTABLE
4	BK 107 OF MISC RECORDS, PG 151	THE RIGHT OF WAY TO CORTARO WATER USER'S ASSOCIATION, FOR CANAL RIGHT OF WAY, WELL SITES AND EASEMENTS, CONVEYED BY CORTARO FARMS COMPANY TO CORTARO WATER USER'S ASSOCIATION BY AGREEMENT.	25' WIDE CMID EASEMENT LOCATED OFFSITE ADJACENT TO THE SOUTHERN BOUNDARY.
5	BK 107 OF MISC RECORDS, PG 169	ALL MATTERS WHICH MAY FILE A CHARGE ON THE PROPERTY IN QUESTION BY REASON OF ITS INCLUSION IN CORTARO WATER USER'S ASSOCIATION DISTRICT.	NOT PLOTTABLE
6	DK 5670, PG 603	TERMS AND CONDITIONS OF A JOINT RESOLUTION BY CORTARO-MARANA IRRIGATION DISTRICT AND THE CORTARO WATER USER'S ASSOCIATION RECORDED DECEMBER 12, 1977.	NOT PLOTTABLE
7	DK 4169, PG 511	THIS SUBDIVISION INCLUDES THE LAND AREAS OF THE DOMINANT ESTATE AND SERVIENT ESTATE OF THE EASEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT DOCKET 4169, PAGE 511. CONSEQUENTLY, THE EASEMENT IS NOW TERMINATED BY MERGER INTO THE SUBDIVIDER'S FEE TITLE (RESTATEMENT 3D OF PROPERTY: SERVITUDES SS 7.5). IN ANY EVENT, TO THE EXTENT NOT ALREADY TERMINATED BY OPERATION OF LAW, THE SUBDIVIDER EXPRESSLY TERMINATES THE EASEMENT WITH THE RECORDATION OF THIS PLAT.	PLOTTED
9	DK 11539, PG 697	AN EASEMENT FOR ELECTRIC LINES, APPURTENANT FACILITIES AND INCIDENTAL PURPOSES.	PLOTTED
10	BK 36 OF OFFICIAL RECORDS, PG 79	MATTERS AS SHOWN ON RECORDED SURVEY	NOT PLOTTABLE
11	DK 12649, PG 469	ALL MATTERS SET FORTH IN CLAIM OF LIEN RECORDED SEPTEMBER 29, 2005	PLOTTED
12 -16	DK 13418, PG 216 DK 13418, PG 244 DK 13418, PG 270 DK 13418, PG 306 DK 13456 PG 76	COVENANT RUNNING WITH THE LAND	AFFECTED AREAS: 11752 W SEWA VOO'O (LOT 5) 11762 W SEWA VOO'O (LOT 4) 11775 W ROSARIO LANE (LOT 14) 11792 W SEWA VOO'O (LOT 1) 11772 W SEWA VOO'O (LOT 3)
17	SEQ # 2011-2440168	A 15' WIDE EXCLUSIVE PUBLIC SEWER EASEMENT TO PIMA COUNTY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, OPERATION, REPLACEMENT AND REMOVAL OF SEWER LINES, MANHOLES AND APPURTENANCES IN, OVER, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED IN THIS PLAT.	15' PUBLIC SEWER EASEMENT LOCATED ALONG W SEWA YOO'O, W CAMINO PINOS, W RASARIO ROAD AND IN COMMON AREA 'B'.
18	BK 77, PG 3	MATTERS AS SHOW ON RECORDED SURVEY.	NOT PLOTTABLE
19	SEQ # 2012-0260013	THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND RECORDED.	NOT PLOTTABLE
20	N/A	EXCEPTING MATTERS THAT WOULD BE DISCLOSED BY THE RECORDS OF THE US DEPARTMENT OF INTERIOR, INDIAN AFFAIRS DEPT.	NOT PLOTTABLE
21	N/A	WATER RIGHT, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY PUBLIC RECORDS.	NOT PLOTTABLE
TITLE SECURITY AGENCY TITLE INSURANCE COMMITMENT NO. 99-5652356 (1/7/2015) FIRST AMENDMENT 'REQUIREMENT' DETAILS			
2	DK 6246, PG 528	A MORTGAGE BETWEEN MARANA AREA YAQUI ASSOCIATION ND HOUSING ASSISTANCE COUNCIL, INC.	PLOTTED
3	DK 13418, PG 209	DEED OF TRUST	AFFECTED AREA: 11752 W SEWA VOO'O (LOT 5)
4	DK 13418, PG 237	DEED OF TRUST	AFFECTED AREA: 11762 W SEWA VOO'O (LOT 4)
5	DK 13418, PG 263	DEED OF TRUST	AFFECTED AREA: 11775 W ROSARIO LANE (LOT 14)
6	DK 13418, PG 299	DEED OF TRUST	AFFECTED AREA: 11792 W SEWA VOO'O (LOT 1)
7	DK 13456, PG 69	DEED OF TRUST	AFFECTED AREA: 11772 W SEWA VOO'O (LOT 3)
8	DK 13418, PG 220	AN OPTION AGREEMENT	AFFECTED AREA: 11752 W SEWA VOO'O (LOT 5)
9	DK 13418, PG 248	AN OPTION AGREEMENT	AFFECTED AREA: 11762 W SEWA VOO'O (LOT 4)
10	DK 13418, PG 274	AN OPTION AGREEMENT	AFFECTED AREA: 11775 W ROSARIO LANE (LOT 14)
11 -12	DK 13418, PG 310 DK 13418, PG 312	AN OPTION AGREEMENT	AFFECTED AREA: 11792 W SEWA VOO'O (LOT 1)
13 -14	DK 13456, PG 67 DK 13456, PG 80	AN OPTION AGREEMENT	AFFECTED AREA: 11772 W SEWA VOO'O (LOT 3)
15	SEQ # 20142830156	QUIT CLAIM DEED	AFFECTED AREA: SANDARIO AND BARNETT ROAD RIGHT-OF-WAYS

NEW PROPERTY RIGHTS TO BE CREATED BY FINAL PLAT		
ITEM	DESCRIPTION	STATUS
1	INGRESS, EGRESS AND UTILITIES ARE GRANTED ACROSS COMMON AREA "A" FOR THE BENEFIT OF OFFSITE PARCELS FOR 217-37-0410, 217-37-0420, 217-37-0430, 217-37-0440, AND 217-37-0450 AND SHALL BE GRANTED BY RECORDATION OF THE FINAL PLAT.	TO BE RECORDED BY FINAL PLAT
2	THE PROPOSED 15 FT. PUBLIC RIGHT-OF-WAY DEDICATION ALONG SANDARIO ROAD FOR TOWN OF MARANA SHALL BE "DEDICATED BY FINAL PLAT".	TO BE RECORDED BY FINAL PLAT
3	ALL COMMON AREAS WITHIN THIS SUBDIVISION ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OR PROPERTY WITHIN THIS SUBDIVISION AND ARE DEDICATED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES, DRAINAGE AND PUBLIC SEWER AND WATER FACILITIES.	TO BE RECORDED BY FINAL PLAT
4	BY RECORDING THIS SUBDIVISION PLAT, PUBLIC UTILITY EASEMENTS (P.U.E) OF VARYING WIDTH ARE HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, PUBLIC WATER, POWER, PUBLIC SEWER, DRAINAGE IMPROVEMENTS, AND ELECTRIC. EASEMENT LOCATION AND WIDTH PER FINAL PLAT.	TO BE RECORDED BY FINAL PLAT
5	BY RECORDING THIS SUBDIVISION PLAT, ONE-FOOT NO-ACCESS EASEMENT ARE DEDICATED TO THE TOWN OF MARANA ALONG THE WESTERN AND SOUTHERN BORDERS OF THIS PLAT WHERE INDICATED.	TO BE RECORDED BY FINAL PLAT
6	PROPOSED 16' WIDE TUCSON ELECTRIC POWER EASEMENTS SHALL BE DEDICATED BY FINAL PLAT.	TO BE RECORDED BY FINAL PLAT
7	PROPOSED PUBLIC SIGHT VISIBILITY EASEMENT IN AREAS NEAR THE INTERIOR INTERSECTION WHERE INDICATED SHALL BE DEDICATED BY FINAL PLAT.	TO BE RECORDED BY FINAL PLAT





LOCATION MAP

SCALE: 3" = 1 MILE

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, T-11-S, R-11-E, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

FINAL PLAT SUBMITTAL REVIEW #1:	JANUARY 20, 2016
FINAL PLAT SUBMITTAL REVIEW #2:	FEBRUARY 22, 2016
FINAL PLAT SUBMITTAL #3:	FEBRUARY 24,2016

OWNER/DEVELOPER
PASCUA YAQUI TRIBE OF ARIZONA
7474 S CAMINO DE OESTE
TUCSON, AZ 85746
ATTN: ROLANDO JAIMEZ
CONTRACTING OFFICER AT PASCUA YAQUI TRIBE
PH: 520-883-5000
FAX: 520-883-5014

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: FEB 24, 2016

Registered Professional Engineer (Civil) CERTIFICATE NO. 43855 MERWIN T. YELLOWHAIR Date Signed 2-24-16 ARIZONA, U.S.A.
EXPIRES 3/31/18

T.O.M. CASE # PRV15I2-001
REF. CASE # PRV-I2019P
VAR-I4015
AEI JOB: 209-003

SCHEDULE 'B' FIRST AMENDMENT DETAILS

YOEM SUBDIVISION

13218 N. SANDARIO RD.

FINAL PLAT

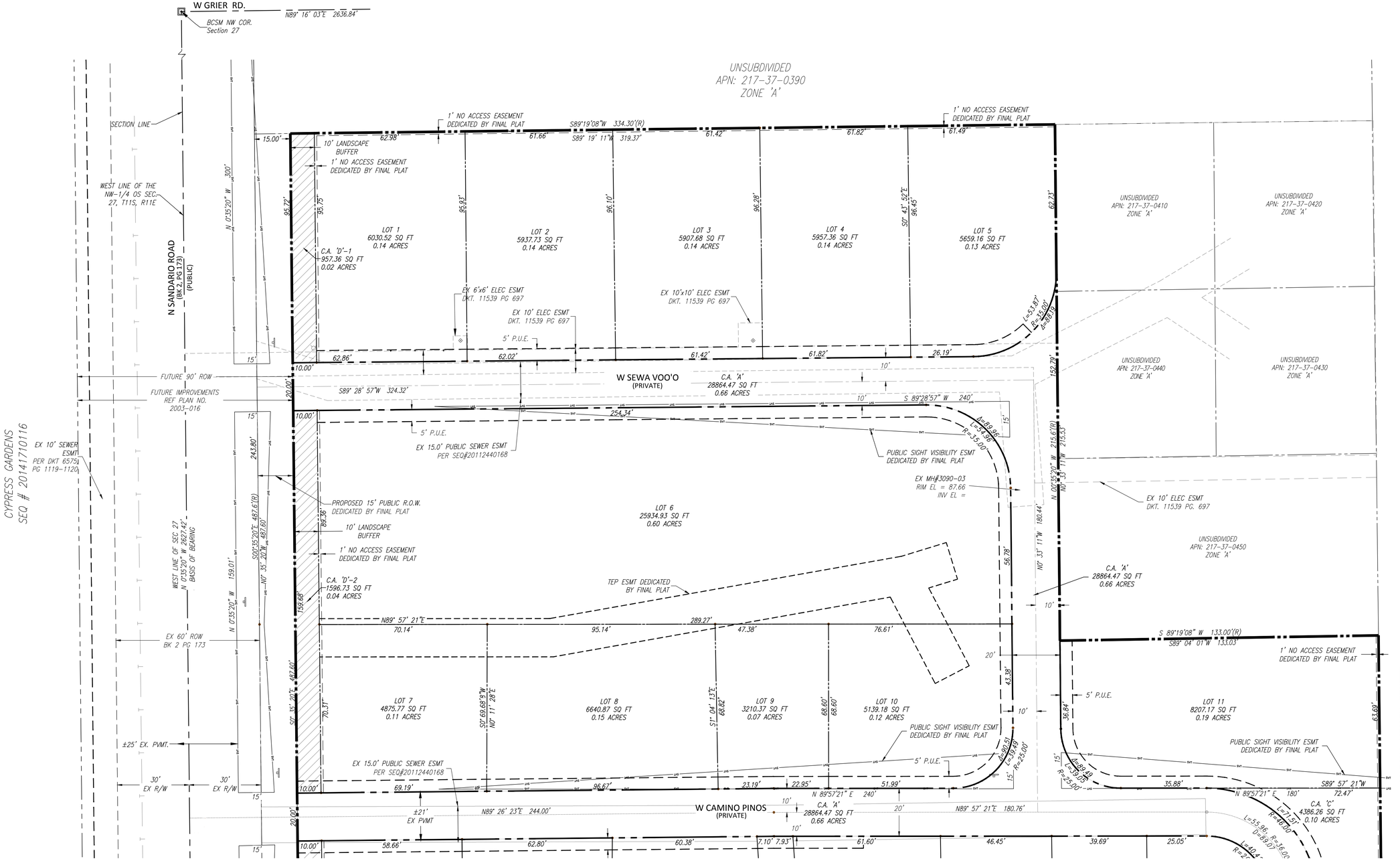
LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF-STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET 2 OF 4

SEQUENCE NUMBER

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HORIZONTAL SCALE: 1" = 20'
CONTOUR INTERVAL = 1'
0' 20' 40' 60'

SEE SHEET 4

SEQUENCE NUMBER

FINAL PLAT SUBMITTAL REVIEW #1:	JANUARY 20, 2016
FINAL PLAT SUBMITTAL REVIEW #2:	FEBRUARY 22, 2016
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PREPARATION DATE: FEB 24, 2016

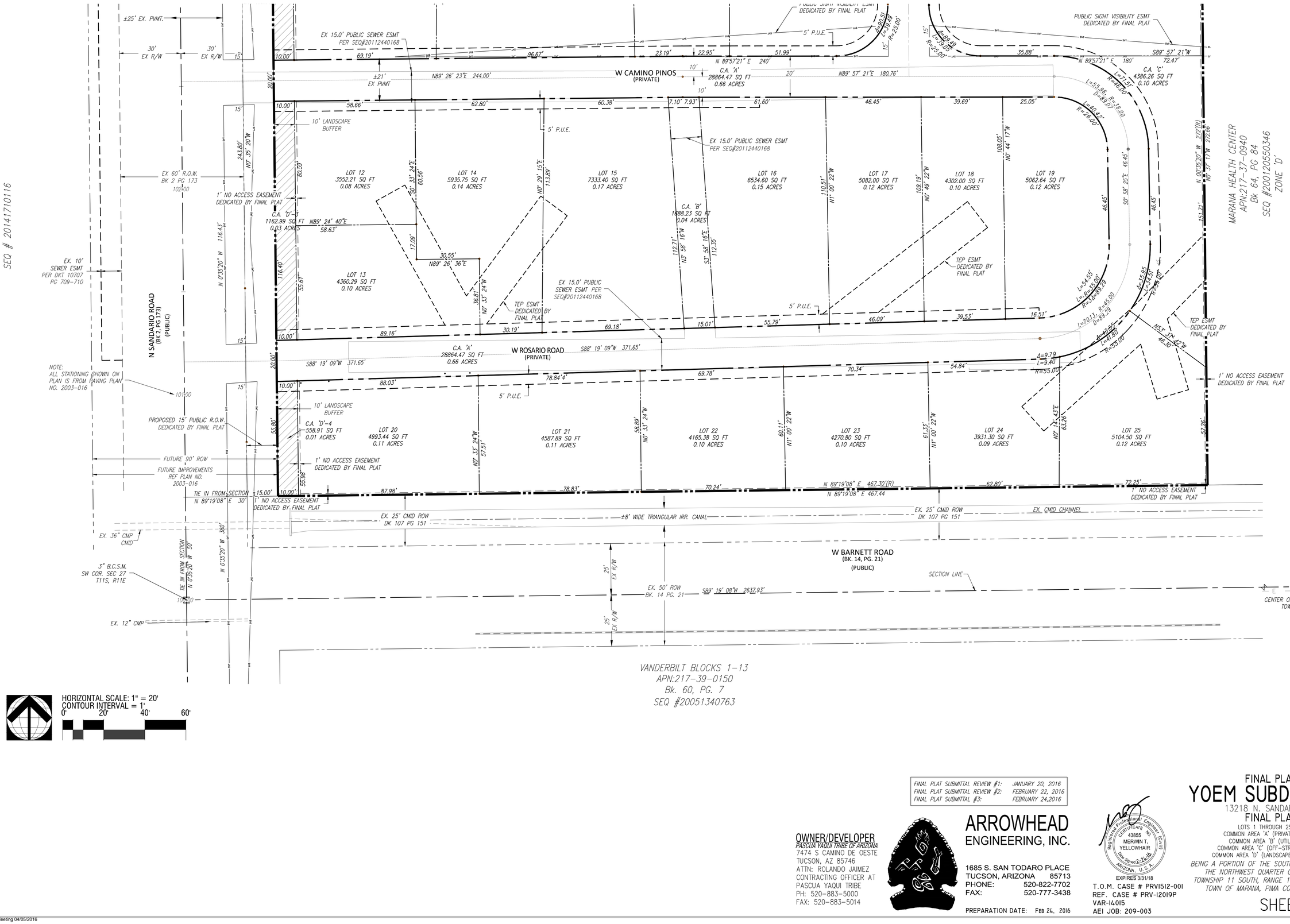
Registered Professional Engineer (Civil) CERTIFICATE NO. 43855 MERWIN T. YELLOWHAIR Date Signed 2-24-16 ARIZONA, U.S.A.
EXPIRES 3/31/18

T.O.M. CASE # PRV1512-001
REF. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

FINAL PLAT
YOEM SUBDIVISION
13218 N. SANDARIO RD.
FINAL PLAT
LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF-STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET 3 OF 4

SEE SHEET 3



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T.O.M. CASE # PRV1512-001
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FINAL PLAT
YOEM SUBDIVISION
13218 N. SANDARIO RD.
FINAL PLAT
LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
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BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET 4 OF 4

Location Map



Case Number: PRV1512-001

Request: Approval of final plat for Yoem Subdivision, Lots 1-25 and Common Areas Common Areas 'A' (Private Streets), 'B' (Open Space), 'C' (Off-Street Parking) and 'D' (Landscape Buffer Yard).

MARANA
PLANNING

TOWN OF MARANA SUBMITTAL APPLICATION

Type of Application (Check One)

- ☐ Annexation
- ☐ Preliminary Plat
- ☐ General Plan Amendment
- ☐ Conditional Use Permit
- ☐ Rezone
- ■ Final Plat
- ☐ Landscape Plan
- ☐ Significant Land Use Change
- ☐ Specific Plan
- ☐ Development Plan
- ☐ Native Plant Permit
- ☐ Storm Water (SWPP)
- ☐ Variance
- ☐ Minor Land Division
- ☐ Native Plant Exception
- ☐ Other: _____
- ☐ Improvement Plan (Specify Type): _____

General Data Required

Project Name: Yoem Subdivision Parcel #(s): 217-37-0400 & 217-37-0460

Description of Project: 25 lot subdivision with CAs: A, B, C, D. Gross Area (Acres): 4.57 acres

Project Address/Location: 13218 N. Sandario Road Marana, AZ 85653

Property Owner: Pascua Yaqui Tribe Contact Person: Rolando Jaimez

Street Address: 4720 W Calle Tetakusim Email: rolando.jaimez@pascuayaqui-nsn.gov

City: Tucson State: AZ Zip Code: 85757

Phone #: (520) 879-5896 Fax #: (520) 879-5891 Cell #: _____

Applicant: Arrowhead Engineering, Inc. Contact Person: Merwin Yellowhair, PE

Street Address: 1685 S. San Todaro Place Email: merwiny@arrowheadengineeringinc.com

City: Tucson State: AZ Zip Code: 85713

Phone #: 520-822-7702 Fax #: 520-777-3438 Cell #: 520-822-7702

Agent/Representative: Merwin Yellowhair, PE Contact Person: Merwin Yellowhair

Street Address: 1685 S. San Todaro Place Email: merwiny@arrowheadengineeringinc.com

City: Tucson State: AZ Zip Code: 85713

Phone #: 520-822-7702 Fax #: 520-777-3438 Cell #: 520-822-7702

Authorization of Property Owner

I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. **(If applicant is not the owner, attach written authorization from the owner)**.

Merwin Yellowhair	Digitally signed by com.cubby.host DN: cn=com.cubby.host Date: 2016.03.25 10:53:45 -07'00'	3-25-16
Print Name of Owner/Applicant	Signature	Date

FOR OFFICIAL USE ONLY

Project No. _____ Date Received _____ Signature _____

Council-Regular Meeting **C3**

Meeting Date: 04/05/2016

To: Mayor and Council

Submitted For: Gilbert Davidson, Town Manager

From: Jane Fairall, Deputy Town Attorney

Date: April 5, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: *Resolution No. 2016-035: Relating to Personnel; approving and authorizing the Town Manager to execute a separation agreement between the Town of Marana and Benito Sanchez III (Gilbert Davidson)*

Discussion:

Building Safety Director Benny Sanchez is leaving the Town's employment effective April 5, 2016. Benny has worked for the Town in various departments for over 17 years and has served as the Building Safety Director for almost 2 years. In recognition of Benny's service to the Town of Marana, and to assist him in his transition from the Town, the Town Manager requests that the Council approve the attached separation agreement.

Financial Impact:

Fiscal Year:	*2016*
Budgeted Y/N:	*N*
Amount:	*$32,075*

The cost of the severance package will be absorbed within the department's budget and offset by projected savings in other expenditure categories.

Staff Recommendation:

Staff recommends approval of the separation agreement.

Suggested Motion:

I move to adopt Resolution No. 2016-035, approving and authorizing the Town Manager to execute a separation agreement between the Town of Marana and Benito Sanchez III.

Attachments

Resolution No. 2016-035

Exhibit A - separation agreement

MARANA RESOLUTION NO. 2016-035

RELATING TO PERSONNEL; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A SEPARATION AGREEMENT BETWEEN THE TOWN OF MARANA AND BENITO SANCHEZ III

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Town Manager is hereby authorized to execute, and the Town's staff is hereby directed and authorized to undertake all other and further tasks required to carry out the terms and obligations of, the separation agreement between the Town of Marana and Benito Sanchez III, attached to and incorporated by this reference to this resolution as Exhibit A.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 5th day of April, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SEPARATION AGREEMENT

This Agreement effects an agreeable separation of the employment relationship between BENITO SANCHEZ III ("EMPLOYEE") and the TOWN OF MARANA ("EMPLOYER"), as well as resolution of any claims, known and unknown, now existing between the parties. The terms of this Agreement are as follows:

1. Separation. EMPLOYEE agrees to voluntarily separate from his employment with EMPLOYER effective April 5, 2016 (hereinafter referred to as the "Separation Date"), based on the terms of this Separation Agreement.

2. Consideration. Upon execution of this Agreement, and in consideration for each of the terms of this Agreement, EMPLOYER will provide EMPLOYEE with the following:

a. EMPLOYER shall pay EMPLOYEE severance pay equal to three months' salary, based on EMPLOYEE'S annual base salary as of the Separation Date, less applicable state and federal withholding taxes as required by law.

b. The amount payable under paragraph (a), above, shall be paid in a lump sum and shall be made by direct deposit to EMPLOYEE'S bank account currently on record with EMPLOYER within five business days after the Separation Date.

c. If EMPLOYEE elects COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) continuation coverage for medical, dental and/or vision insurance through EMPLOYER'S COBRA administrator, EMPLOYER will pay 100% of EMPLOYEE'S COBRA premiums directly to EMPLOYER'S COBRA administrator on EMPLOYEE'S behalf for up to three months.

d. EMPLOYER does not make any representations as to the taxability of the payments paid pursuant to subparagraphs (a) and (c) above, and EMPLOYEE agrees that he shall have sole responsibility and be liable for any federal or state taxes which may be required by virtue of his receipt of funds or benefits pursuant to this Agreement and agrees to indemnify and hold harmless EMPLOYER against any and all liabilities including but not limited to taxes due, penalties assessed for unpaid taxes or any costs or fees incurred by EMPLOYER should the

taxability of any part of the payments or benefits be challenged by any taxing authority.

e. EMPLOYEE'S personnel file shall reflect that EMPLOYEE is eligible for rehire with the Town of Marana. EMPLOYEE will direct prospective employers to contact the Town's Human Resources Department for verbal references regarding his employment and the Human Resources Department shall provide information consistent with this subparagraph (e) and Town Personnel Policies and Procedures.

3. Release and Covenant Not To Sue. EMPLOYEE agrees that he will not initiate or cause to be initiated against the TOWN OF MARANA or any of its current, past, or future agents, attorneys, insurers, council members, elected officials, employees, subsidiaries, affiliated entities, or any person or entity acting by, through, under or in concert with it, in both their personal and official capacities, (collectively referred to as "Released Parties") any lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind (collectively referred to as "claims"), or participate in same, individually or as a representative or a member of a class, under any contract (express or implied), law or regulation (federal state or local), including but not limited to claims pertaining to or in any way related to his employment or separation of his employment with EMPLOYER. EMPLOYEE agrees that pursuant to this Agreement, he releases and forever discharges EMPLOYER and the other Released Parties from any and all claims, demands, damages, causes of action, and any liability whatsoever, including but not limited to claims on account of or in any manner arising out of EMPLOYEE's employment or separation of employment with EMPLOYER. By way of example only, and without limiting this release, EMPLOYEE releases EMPLOYER and the other Released Parties from any cause of action, right, claim or liability under Title VII of the 1964 Civil Rights Act, as amended, the Family and Medical Leave Act, the United States Constitution or Arizona Constitution, the Arizona Wage Statute, the Arizona Civil Rights Act, the Arizona Employment Protection Act, the Americans with Disabilities Act, and any other equal employment opportunity law or statute, any due process or other constitutional theory, any Arizona statute, any federal statute, any common law claim including wrongful discharge, implied or express contract, the covenant of good faith and fair dealing, or any other claim in tort or contract arising under any theory of the law.

EMPLOYEE understands and acknowledges that this release forever bars him from suing or otherwise asserting a claim against EMPLOYER or the other Released Parties on the basis of any event

occurring on or before the effective date of this Agreement, whether the facts are now known or unknown, and whether the legal theory upon which such claim might be based is now known or unknown.

4. Provision for Unknown Claims. EMPLOYEE warrants that he does not have any claim, charge, or complaint, either formal or informal, pending against EMPLOYER or any of the other Released Parties with any court, tribunal, administrative agency, governmental agency, or other such body. EMPLOYEE further waives any right to monetary recovery should any administrative or governmental agency pursue any claim on his behalf.

5. Bar. EMPLOYEE agrees that this Agreement may be pleaded as a complete bar to any action or suit with respect to any claim under federal, state or other law including, but not limited to, any claim relating to his employment or separation of employment from EMPLOYER.

6. Indemnification. EMPLOYEE agrees to indemnify and hold harmless EMPLOYER and the other Released Parties from and against any and all loss, costs, damages or expenses, including without limitation, attorneys' fees, arising out of a breach of this Agreement or the fact that any representation made herein was false when made.

7. Denial of Liability. No provision of this Agreement shall be construed as an admission by EMPLOYEE or EMPLOYER of improper conduct, omissions or liability.

8. Return of Property. EMPLOYEE shall return all property of EMPLOYER in his possession, including, but not limited to, any keys for EMPLOYER's facilities as of the Separation Date.

9. Reemployment. Notwithstanding paragraph 2(e) above, EMPLOYEE agrees that he will not apply for employment with the Town in the future. EMPLOYEE understands and agrees that if he applies for employment with the Town, the Town is under no obligation to consider his application.

10. Complete Agreement. This Agreement sets forth the entire Agreement between the parties.

11. Choice of Law. This Agreement shall be construed, enforced, and governed by the laws of the State of Arizona.

12. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of

the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

13. Effective Date. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement.

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

TOWN OF MARANA	EMPLOYEE
By:_____	By:_____
Gilbert Davidson Town Manager	Benito Sanchez III
Date:_____	Date:_____

APPROVED AS TO FORM:

_____
Jane Fairall
Deputy Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 04/05/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: April 5, 2016

Subject: Approval of the March 8, 2016 Study Session Minutes and approval of the March 15, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft 03/08/2016 Study Session Minutes

Draft 03/15/2016 Regular Council Minutes

STUDY SESSION
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 8, 2016, 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 6:05 p.m. **Town Clerk Bronson** called roll. **Council Member Bowen** was excused; there was a quorum present.

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

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

CALL TO THE PUBLIC. No speaker cards were presented.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Presentation: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments. **Mr. Montague** reported that staff is still clarifying and making adjustments to fees to make sure they are consistent and accurate with actual practices.

The update fits within the overall calendar which began in December 2015. Changes were submitted to Finance in January, and then a committee reviewed those changes with the departments. No action will be taken tonight, but we are required by state statute to post notices of the fee schedule by March 20 so that they can be adopted in May and in effect on July 1. Staff

will continue to work with SAHBA and the Metropolitan Pima Alliance who are critical stakeholders in this process. Mr. Montague then reviewed the schedule of all the changes contained in the Council packet. He noted that there are about 116 requested changes. Over half to two-thirds are modifications to existing fees. There are 11 increases, 9 decreases and 35 eliminated fees.

Council Member Ziegler asked about the airport fees and expressed her concern over the recommended increases. She asked if these fees were commensurate with other airports the size of Marana and what the strategy is behind raising the fees. **Mr. Montague** noted that Mr. Miller worked closely with the consultant on the recommendations, and **Mr. Mehta** also noted that the FAA does require airports such as ours to periodically update the fees so that we are somewhere within what is considered the "market" range, and our fees are somewhere in the middle of what can be charged according to the FAA. We haven't done an airport fee update for several years, so it was time. He also noted that this was presented previously to Council, but we haven't had an opportunity to formalize it and include it in our comprehensive fee schedule. **Council Member McGorray** also expressed her concerns about the daily fees and categories. **Mr. Mehta** addressed her concerns about the length of stays of aircraft and how they are charged.

Mr. Davidson reiterated that this process started in December when we began to identify needs within the organization and within the community. Conversations started with the development services team a few weeks ago to enhance the experience people have with our organization by re-thinking some of our fee structures and the way people think of the town and doing business with the town. We will be looking at how to package certain types of fees to make the experience of doing business with the Town much simpler. We are also looking for ways to incentivize more development within the community. Being creative with our fee structure is an exciting opportunity that will put us ahead of other jurisdictions. We will be coming back to Council with those concepts within a couple of months.

D2 Presentation: Relating to Public Works; presentation, discussion and possible direction regarding the Town's proposed 6-year Pavement Preservation program to be included in the FY17 Budget. **Mr. Benavides** began by noting that the preservation program goals follow a proactive maintenance philosophy to improve pavement conditions over time, reduce overall maintenance costs and delay the rate of deterioration due to weather, chemicals, and wear and tear over time. The second component of the goal is to increase safety and meet community satisfaction expectations. The budget is based on major and minor treatment such as a poly modified masterseal and HA5 (minor) which often buys a life of three to four years. An HA5 buys about a five-year life, although it is a little more expensive. The product has many uses but will prolong the life of the roadway. Conventional chip seal is a moderate treatment which is used on roads that will be going to the capital improvement program. Rubberized chip is also a moderate treatment and is the Cadillac of moderate treatment. It rides like regular asphalt and wears like regular asphalt with the cost of a chip seal. This is the type of treatment staff wants to focus on.

The town has a good road condition index overall. In 2014 the town adopted the pavement preservation program, and at that time 41 lanes miles of road were treated. In 2015 another 41 miles were treated, and in 2016, we propose to treat 62 lane miles at an estimated cost of $1.5M.

That is staying within the proposed six-year program. If we stay on track, by 2021 we will have completed every road within the town limits as well as completing inventories and taking on new roads. Private roads are not maintained in the pavement preservation program.

Mr. Davidson commented that last year the Council approved $750K out of the general fund to put into the Highway User Revenue Fund (HURF) do be able to do some of these minimum and moderate modifications to the roads. When the recession hit, we needed to shore up the general fund. To do that some of our street staff was moved into the HURF budget which is allowable under state law. Now we're at a point that if we want to put more money back into physical road improvements, those personnel and salary costs are going to have to begin moving back into the general fund. Council needs to be aware of what is going on between those two funds. If we want to make sure that we're going to have this six or seven year continuous road improvement program, we need to put every dollar we can from HURF into physical road improvements. Staff costs will have to come out of that which means the general fund has to absorb that. Staff will work to make sure the budget is adequate to meet all of the financial requests Council **Member Ziegler** asked if there was a timeline or schedule of the different areas under consideration or scheduled for improvements. **Mr. Davidson** noted that the annual schedule of the roads and type of treatment that will be done is on the website. Neighborhoods are also notified when work will be done.

D3 Presentation: Relating to Utilities; presentation, discussion and possible direction regarding the Wastewater Treatment Master Plan update for North Marana. **Mr. Kmiec** introduced Scott Schladweiler, the new assistant water director and project manager of the master plan. He also introduced Mike Osborne, the Chief Water Reclamation Operator.

Mr. Kmiec started by acknowledging that the town went into the wastewater business to control and manage the growth of the community, and having control of water rights was necessary. Continuous efforts to secure water credits through aquifer recharge allows the town to reduce and defer the cost of the direct purchase of water from CAGRD.

Mr. Kmiec then explained the layout of the existing plant and of the components that make up that plant and identified the quantitative capacity of each of these components. He emphasized that the plant is approaching operational capacity and recognizes that continuous growth in subdivisions in north Marana can only continue if there was additional capacity in the plant.

A master plan study is underway to look at growth potential, review types of technologies available for treatment and also identify ways to reduce the operational costs. He then presented four options that the consultant has provided and also presented the pros and cons associated with each of the four options. There are two preferred options.

Option 1 is a 1.5 MGD conventional activated sludge at $21M

Option 2 is a 1.2 MGD conventional activated sludge at $18M. These two are similar in technologies but Option 1 will provide the capacity for a longer period so that a future council will not be burdened for at least ten and maybe fifteen years.

Option 3 retains the existing 0.6 MGD biolac facility and adds a new 0.6 MGD of conventional activated sludge at a cost of $16M. This option would require staff to maintain two separate technological systems and will include the cost of maintaining the old biolac process indefinitely.

Option 4 adds a new biolac process to the existing biolac process for a total of 1.2 MGD at a cost of $14.6M. Mr. Kmiec explained that impact fees can only be used for those costs that add quantitative capacity, so the reuse of the existing biolac process cannot be funded with wastewater impact fees. He identified additional cost savings by installing de-watering systems which would reduce the hauling and disposal costs as much as 40 percent of the current annual operating budget.

Mr. Kmiec then provided a project timeline that would require design to continue for a preferred option and for construction that could begin in Spring of 2017 and a plant could be commissioned with additional capacity by Spring of 2018.

Mr. Davidson noted that a decision doesn't have to be made tonight, but time will be of the essence, and once the Saguaro Bloom connection is made, it will be a whole new ballgame in regard to the existing facility. The worst case scenario for us is that if we do not have this solved, the state will stop growth in north Marana. They have done this to other communities around the state. Once we reach capacity of that plant, our growth will be severely impacted so there is a clock ticking to remind us to move this forward. He then asked Council for any reaction to the initial four options. Staff can come back if there is a particular consensus and can continue to work with the consultant on that. If not, staff can come back in a few weeks and provide another update and get feedback and direction at that time. **Council Member Ziegler** asked how we would pay for this. **Mr. Davidson** stated that Mr. Montague would be presenting the financials on the options next, but ultimately, we would have to bond for this. The backstop is the town's general fund, but we will have to use impact fees to pay it back. **Council Member Ziegler** stated that Option 1 appears to be the best based on Mr. Kmiec's presentation. **Mayor Honea** stated that there could also be a savings of about $400K from efficiency of operation of the recharge facility and on sludge hauling. He likes Option 1 and Option 2. **Council Member Comerford** also liked Option 1.

Erik Montague presented financial information associated with the wastewater plant that was acquired from Pima County and then presented options for funding the future expansion of the wastewater facility. The Town of Marana assumed debt for the acquisition of the plant for $21.7M, which requires annual debt service payments of $1.8M beginning this year. The repayment of that debt comes from two types of impact fees. Fifty percent comes from the wastewater impact fee at $4,241 per UDU that is paid by all new customers within the wastewater service area. The other 50% is derived from water renewable resource fees of $1,771 per EDU that is paid by all new customers within Marana Water service area. The annual repayment is guaranteed by the general fund. The wastewater impact fee collection includes payment of $7.2M for the current plant and $12M for its expansion, plus other sewer projects, for a total of $21.5M for the ten-year period – 2014-2023.

The water renewable resource fee also provides $7.2M over ten years for debt payment of the existing plant. These two impact fees would need to be extended for another ten years, from

2024-2033, in order to continue collecting the full cost of the initial borrowing of $21.7M plus interest.

The plant expansion could cost $18M for a 1.2 MGD or $21M for a 1.5 MGD. The estimated annual debt service for this expansion estimated at $1.2M to $1.4M annually. The sources of repayment include the current wastewater impact fee of up to $12M, general fund savings from the sewer conveyance project of up to $3M, and up to $6M from other sources. These sources could include impact fees from an updated wastewater impact fee study, or by revising the wastewater rates, or from the general fund, or a combination of these sources. A new impact fee study could be undertaken to look at our current and our future financial needs and then brought back to Council for consideration. The Council is not obligated to take the consultant's recommended impact fee amount and may choose to charge what is appropriate for Marana.

Vice Mayor Post asked what happened to the impact fees collected between the plant takeover and when we started payments on our bond. **Mr. Montague** responded that all of those impact fees are available to pay for debt service or to pay for any of the projects identified within the infrastructure improvement plan, and to do we've collected just north of $2M. **Vice Mayor Post** asked if that was available for making any shortfall payments as well. **Mr. Montague** said that basically it would be, but everything depends upon growth. If growth assumptions are slow, debt service still has to be paid. So if assumptions grow as expected within the infrastructure improvement plan, we anticipate on the acquisition piece to be a minimal risk to the general fund. If we are not able to expand the plant in the appropriate time and we reach that growth limit, it would have a significant impact. When we acquired this system we issued $21.7M in debt for a plant with just above 2,000 accounts. Now we are slightly above 2,500 accounts. We still have a small system and with that the structure of the debt is being paid from future impact fees. Based on what we've collected combined with estimated growth assumptions, we should be okay to minimize the risk or exposure to the general fund. As long as growth continues on the trajectory that it has then we should be fine on the acquisition piece. **Vice Mayor Post** then reiterated that with that exception, we can't continue growth with the plant we have. **Mr. Montague** agreed. **Vice Mayor Post** stated "so it's a pretty serious Catch 22." Again **Mr. Montague** agreed.

In order to keep this project on track and to provide direction to the consultant engineer working on the master plan and to provide direction to the design engineer for the expansion project, it will be necessary for Council to pick one of the preferred options that recognizes the size of the plant and the technology of the plant in March 2016. This preferred option would need to be included by April 2016 into the town's capital improvement program. A Notice of Intent to be reimbursed from future bonds proceeds would be necessary by summer of 2016.

D4 Presentation: Relating to Public Works; presentation, discussion and possible direction regarding the draft Marana 2017-2022 Capital Improvement Program (Keith Brann). **Mr. Brann** began by noting that the capital improvement program is aligned with the town's strategic plan to meet the needs of the citizens by using the town's various revenue sources for the completion of identified projects. He did a brief review of the ten projects completed or which will be completed in 2016, noting that project design was started on Tangerine Road I-10 to La Canada and the Tangerine/downtown Sewer conveyance. Long-term and continuing projects also include

the public safety facility, the Ina Road bridge over the Santa Cruz River, the Marana Road realignment, Honea Heights emergency sewer hookups and the Santa Cruz River shared use path for the loop trail system.

Mr. Brann next reviewed the process for developing the preliminary FY 2017-2022 program and noted that requests for projects are submitted by the various departments based on infrastructure needs and master plans. Next, his staff works with the Finance department to find the revenue streams over the coming six years to align the projects with the funding and manpower sources. Projects are based on the strategic plan and other metrics and are then ranked against each other if they are competing for the same funding source. The ranking criteria leads to the preliminary projects for consideration. Those projects are then transmitted to the Manager's office for review.

The requests for FY 2017 include some funding for the public safety facility which uses the half cent sales tax and discretionary funding from the general fund. There is a placeholder for funds coming from Northwest Fire and RICO funds for $5.2M. Costs for the Ina Road project are about $4.6M in transportation funding in addition to some leveraged funds which includes $14M in STP funding from PAG. The Tangerine Road I-10 to La Canada funds are from the town's transportation funds, impact fees from the northwest area and contributions from the RTA, PAG, Oro Valley and Pima County. The Ina Road pavement construction and the Aerie Drive pavement reconstruction which are significant maintenance projects. These projects are targeted to be done in the shadow of the Ina TI project. Coachline Boulevard will begin with a design and then reconstruction. That project is aligned with about $500K of PAG funding that we've had on the books. Starting in FY 2018 we also have Camino de Oeste and Thornydale widening projects. From there we go to some of the future projects including the next segment of Avra Valley and reconstructs in various subdivisions, and a turn bay at Oldfather.

Next are the parks projects funded by the parks impact fee, although the El Rio open space area is being funded by the environmental contribution from the mall site. There is an additional play area contemplated for the Crossroads Park and an expansion at the Gladden Farms Park as well as a shared use path for design and possible construction near CalPortland. Regarding the airport and community development. All of these programs are in alignment with the state's aviation capital improvement program such that if funding were to become available from the state we can show them that we have our projects in alignment and would try to secure those funds. These would require only a five percent match from the town. We also have the water/wastewater projects. At the time of preparing the capital improvement program, we were still functioning on the impact fee amount that was shown in the program, but we know it is going to be more. We also have other projects that are funded by a combination of water impact fees and water operating funds. There are a lot of retrofits, technology upgrades and some rehabilitations in the water and wastewater area.

The last group of projects are those that are not structurally aligned with any specific funding source, so they become general fund competing projects. Programs competing for these dollars have been ranked and the programs which ranked the highest are the Adonis secondary access, a Crossroads Park splash pad, Ora Mae Harn Park ball field improvements, an electrical upgrade to Marana Main Street, power upgrades to the Heritage Farm, landscaping at I-10 and Marana

Road, landscaping at I-10 and Twin Peaks Road, Colonia reinvestment and road stabilization for The Pines in 2016. The total cost for FY 2017 has yet to be determined as there are two projects on the horizon that we don't have costs for at this time. The first is the Colonia reinvestment program, and the second is The Pines 1 road stabilization. Staff will be doing more geotechnical work to be sure there aren't more stabilizations needed. If the potential is there, we want to get ahead of it and be able to provide more certainty and peace of mind to the residents of The Pines. The stabilization will be handled through our general operating budget. **Mr. Cassidy** stated that the town has hired a construction expert to look at all the documents to evaluate future potential damage. Staff will come back to Council in an executive session as necessary on this topic to talk about possible alternatives. We will continue to work with the Manager's office and refine the program.

Mr. Davidson added that we are looking at potentially $3M+ of new projects. As we go through the budget and deal with wastewater, and previous financial obligations such as the pension costs, current compensation impacts, and any new personnel we have to hire for strategic positions, the money we have available may not be much so it is possible nothing gets funded out of the list. He asked Council if there was anything critical on the list that Council wanted to see funded. There is a need to do some major enhancements to the Crossroads Park dog park. All the grass is dead and we water to keep the dust down. A community survey was done and meetings have been held with people who use the dog park to get feedback. That project element would be paid for out of existing budgets that come through the main budget process. It doesn't warrant a capital project.

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 8:30 p.m. by Vice Mayor Post, second by Council Member McGorray. Passed unanimously 6-0.***

CERTIFICATION

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 March 8, 2016. I further certify that a quorum was present.

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Jocelyn C. Bronson, Town Clerk

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 15, 2016 at or after 7:00 PM

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:01 p.m. **Town Clerk Bronson** called roll. Council Member Kai was excused. There was a quorum present.

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

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

CALL TO THE PUBLIC. Ken Bennett, candidate for Congressional District 1 addressed Council and noted that he would be in the Tucson area regularly over the next several months.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Member McGorray noted that there was a good turnout for the Founders' Day event.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson noted that the town had received a Cornerstone award recognizing the great work of managing the

development services processes with the business community, specifically regarding the new outlet mall.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve by Council Member Ziegler, second by Council Member McGorray. Passed unanimously 6-0.***

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. 2016-025: Relating to Parks and Recreation; Approving and authorizing the Town Manager to submit an application for an Arizona State Parks motorized and non-motorized program grant for the Development of the Central Arizona Project Trailhead; and authorizing the expenditure of Town of Marana matching funds in connection with the application (Lisa Shafer)

C2 Resolution No. 2016-026: Relating to Real Property; approving and authorizing the Mayor to execute the Town of Marana Lease Assignment with Landlord Consent, consenting to the assignment by Christopher & Stacy Sullivan DBA C&S Calves to SG Farms L.L.C, of the lease of approximately 22.88 acres of Town-owned property abutting the north boundary of the Marana Wastewater Reclamation Facility (Frank Cassidy)

C3 Resolution No. 2016-027: Relating to Development; approving a final plat for Los Saguaros at Dove Mountain, Lots 134-239 and Common Areas "A" (Private Streets), "B" (Open Space), "C" (Open Space/Drainage) and "D" (Open Space/Public Sewer) located south of Dove Mountain Boulevard and east of Saguaro Forest Drive (Steven Cheslak)

C4 Resolution No. 2016-028: Relating to Development; approving a release of assurances for San Lucas Block 7 and accepting public improvements for maintenance (Keith Brann)

C5 Approval of March 1, 2016 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 A. McAtee on behalf of the Marana Foundation for Educational Excellence for the Wet Pool Party event to be held on April 9, 2016 (Jocelyn C. Bronson). Presented by **Ms. Bronson** who noted that the application had been properly reviewed, and staff is recommending approve. ***Motion to approve by Vice Mayor Post, second by Council Member Ziegler. Passed unanimously 6-0.***

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; selecting three potential topics for the Spring 2016 Marana Citizens' Forum (Jocelyn C. Bronson). **Ms. Bronson** noted that she and Heath Vescovi have facilitated this program for the past two years and with tonight's selection of topics, they will begin the next session on March 16. **Mr. Vescovi** presented the six topics and asked Council to choose their top three topics for presentation to the Forum delegates. **Mayor Honea** asked how the topics were chosen. **Mr. Vescovi** stated that some were recycled from previous sessions, some were solicited from staff and from the delegates themselves. Ms. Bronson will tabulate the votes and announce the topics.

COUNCIL ACTION

A1 PUBLIC HEARING: Resolution No. 2016-029: Relating to Development; approving a conditional use permit to allow the development of a new wireless communication facility at the Continental Reserve Park, 8568 North Continental Reserve Loop. **Brian Varney** presented the item by noting that the application is from T-Mobile Communications. He further noted that the Council doesn't usually hear requests for conditional use permits except when it involves the construction of a new tower. The Planning Commission heard this request on February 24, 2016, recommending approval and unanimously recommending that the Council do the same. T-Mobile had an option to develop the site pending approval of the permit and has chosen to do so.

It will be a 70-foot tower, camouflaged as a palm tree otherwise known as a monopalm. The antenna and array will be concealed by the foliage. The pole will be an artificial trunk. The equipment will be enclosed within an 8-foot wall to match the existing enclosure for the water tank facility. Two real palm trees of about 25-30 feet in height will be planted in proximity to the monopalm to lend some realistic context to the site. The trees will grow to about 45-65feet high but will not obscure the monopalm from Silverbell Road. Staff is recommending approval and consideration of the recommended findings of fact and conditions recommended by staff.

Mayor Honea noted that there is a similar situation at Hartman and Linda Vista, but the artificial tree is not nearly as tall as this one. What is gained by having the two smaller palms. **Mr. Varney** noted that these trees will be 25 feet when planted and could get to 45-65 feet when fully mature. **Mayor Honea** noted that he was not against cell towers, but this tower is much taller than what we have done with the palms previously, and it will take a long time before they reach maturity. He asked if there had been discussions with anyone in the neighborhood. **Mr. Varney** responded that a neighborhood meeting was held by the applicant. Two people came to the meeting, both from the same household who reside across Silverbell. Their concerns pertained to the potential health hazards given the proximity to the school. They were informed that the site is well within the parameters of what the FCC allows for safety. The neighbors commented that they liked the fact it was a palm tree and not just a regular monopalm. According to the applicants, those were the only comments pertaining to the site. **Council Member Ziegler** stated that she's not opposed to cell towers, but she is opposed to them in Continental Ranch, and has voted against them for the last ten years and will vote against this one, too. Also, she doesn't like the height of the tower. She probably would support it if it was shorter, but it probably wouldn't do T-Mobile any good if it's too short. **Council Member McGorray** noted that there

was a fuss about a tower over by Hardy (sic) Hartman Road about five years ago, and they did plant two smaller trees next to the monopalm. Driving by it the other day, she said they just blend in now. Mr. Varney confirmed that the location of the tower is on town property, not school property. **Council Member Bowen** asked if there would be guy wires attached because of the height, and **Mr. Varney** stated that there would be no guy wires. **Mayor Honea** noted that he neglected to open the public hearing, which he then did. Mayor Honea then closed the public hearing when no speakers were presented. ***Vice Mayor Post moved to adopt Resolution No. 2016-029, seconded by Council Member Bowen. Passed 4-2 with Council Member Ziegler and Mayor Honea voting nay.***

A2 PUBLIC HEARING: Relating to Annexation; discussion and consideration of annexation of approximately 8.4 acres of property generally located near the southeast corner of Twin Peaks Road and Tiffany Loop. **Cynthia Ross** presented this item, noting that the property is within the town's general planning area. **Mayor Honea** announced the public hearing was open. **Ms. Ross** continued by stating that the owner of the property being annexed was the successful bidder at the town's auction of the Dong remnant, and approximately 2.1 acre remnant of land between this annexation and the I-10 frontage road. The remnant auction included a condition that if the remnant was purchased by an adjacent property owner, the town would not deed the property to the successful bidder until the adjacent property is annexed into the town limits. Staff is waiting until this annexation is finalized before completing the sale of the Dong remnant to the owner of the Pioneer Landscaping materials annexation area.

The proposed annexation is comprised of three parcels that total 8.4 acres. Each of the parcels has different Pima County zoning classifications. The western parcel is zoned RH for rural homestead. This will translate to Marana's rural development zone. The middle parcel has two Pima County zonings – rural homestead and the general business zone located in the far northeast corner of the parcel. The rural homestead zone will translate to Marana's rural development zone, and the general business zone will translate to Marana's village commercial zone. The eastern parcel is zoned general industrial and will translate to Marana's heavy industrial zone. A blank annexation petition was filed with the Pima County Recorder's Office on February 19, 2016. This public hearing is mandated by state law which requires the town to hold a public hearing on the annexation not less than 20 nor more than 30 days after the filing of the blank annexation petition. There were no comments from the public. Mayor Honea declared the public hearing closed. No action was necessary.

A3 Relating to Utilities; Approving and authorizing Town staff to pursue a treatment plant approach and capacity expansion of the Marana Water Reclamation Facility (John Kmiec). **Gilbert Davidson** presented on behalf of Mr. Kmiec. He noted that from the study session last week, staff has laid out four different options, and with the input from last week are Option 1 and Option 2. Option 2 is the same as Option 1 but a slighter smaller version. He asked if there were additional questions. There are a number of time frames to meet to make the plant operational to meet the projected growth. ***Council Member Member Comerford moved to approve Option 1, second by Council Member Ziegler. Passed unanimously 6-0.***

A4 Resolution No. 2016-030: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other

documentation necessary for the purchase of property rights needed from Tangerine Investors Limited Partnership for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021. **Frank Cassidy** presented this item as one of the acquisitions that exceeds the staff's authority to approve because it's higher than the appraised price. There is an executive session for this item on tonight's agenda if Council would like more explanation for the basis of the negotiation. The numbers are in the agreement which is in the Council materials. Council Member Bowen stated the $117K+ price is a not to exceed price. He asked if there was an amount offered that was countered. Mr. Cassidy indicated that there was. The price now is $113K that the property owner would get. $89K was the original appraisal. One of the key questions was whether or not the take caused the loss of a home site. There were clearly two home sites in the before condition. The take took it below the minimum lot size for two. We thought we could still get a variance from Oro Valley to allow two, but our appraiser came back to us and said that even with a variance, because of site conditions – there's a wash that affects the property – you will lose a home site. So the question became what is the value of a home site. ***Motion to approve by Council Member Bowen, second by Council Member McGorray. Passed unanimously 6-0.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 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** noted two bills for highlight. The first of HB 2483, the municipal population estimates bill, also known as the census bill, passed out of Senate Appropriations and is on its way to the Senate and then to the Governor for signature. HB 2391, the water infrastructure bill we have been following, would have impacts related to how we use impact fees and fees for acquisition for water or wastewater utility systems. The League has been very concerned about this as well as cities around the state. It has passed out of the Senate Water & Energy Committee, but it has not been scheduled for any further committees at this point. As the legislature begins to wrap up, with bills moving through either house and talk of the budget process, it is possible that some of these things don't make it all the way to the finish line. We are hopeful that this will stall out at some point.

EXECUTIVE SESSIONS

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)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of Tangerine Road right-of-way from Tangerine Investors Limited Partnership (this item relates to and should occur before Council Action item A4 on tonight's agenda)

FUTURE AGENDA ITEMS

Ms. Bronson gave the results of the Forum topic choices related to item B1. The top three choices that will be presented to the Forum delegates on March 16 are (1) A+ education; (2) Get Out the Vote!; and (3) Development Services Process Improvement Initiative.

ADJOURNMENT. ***Upon motion by Council Member Bowen, second by Council Member McGorray, Council adjourned at 7:38 p.m. Passed unanimously 6-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 15, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 04/05/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: April 5, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a new series #12 restaurant liquor license application submitted by Fred Yu on behalf of Dove M Gourmet Bistro, located at 12090 N. Thornydale Road, Suite #112, Marana, AZ 85685 (Jocelyn C. Bronson)

Discussion:

This application is for a new series #12 restaurant liquor license at Dove M Gourmet Bistro, located at 12090 N. Thornydale Road, Suite #112, Marana, AZ 85685.

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 #12 restaurant liquor license application submitted by Fred Yu on behalf of Dove M Gourmet Bistro, located at 12090 N. Thornydale Road, Suite #112, Marana, AZ 85685.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of a new series #12 restaurant liquor license application submitted by Fred Yu on behalf of Dove M Gourmet Bistro, located at 12090 N. Thornydale Road, Suite #112, Marana, AZ 85685.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Descriptions of Common Types of LL

LL 2015-12 / LL 2016-04*

'16 JAN 15 Liq. Dept AM11:56

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

RECEIVED
JAN 19 2016
Town of Marana
Clerk's Office

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 # 12104402

1. Type of 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)

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Yu (Last) Fred (First) Yiu Fat (Middle)
2. Owner Name: _____ (Ownership name for type of ownership checked on section 2)
3. Business Name: Dove M Gourmet Bistro (Exactly as it appears on the exterior of premises)
4. Business Location Address: 12090 N. Thornydale Rd Suite #112 (Street), Marana (City), AZ (State), 85658 (Zip Code), Pima (County) (Do not use PO Box)
5. Mailing Address: _____ (All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: _____ Daytime Contact Phone: _____
7. Email Address: _____
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) $ _____

Department Use Only

Fees: _____ Application _____ Interim Permit _____ Site Inspection _____ Finger Print $ _____ Total Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? ☐ Yes

AMENDMENT

Accepted by: _____ Date: _____ License # _____

Fred Yu
Dove M Gourmet Bistro
12/09/2015

'16 JAN 15 Liqr. Dept AM

RECEIVED
JAN 19 2016
Town of Marana
Clerk's Office

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

QUESTIONNAIRE

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

Attention applicant: This is a sworn document. Type or print in **black ink.** An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE FINGERPRINTS ON FBI APPROVED CARDS (BLUE LINED) ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT OF LIQUOR CHARGES A $13 FEE. IN ADDITION TO OTHER FINGERPRINT FEES, A $22.00 DPS BACKGROUND CHECK FEE WILL BE CHARGED FOR EACH FINGERPRINT CARD.
The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks.

Liquor License#: 12104402 (If the location is currently licensed)

1. Check the appropriate box →

☑ **Controlling Person** ☐ **Agent** **(complete questions 1-19)**

☐ **Manager** **(complete all questions except #14, 14a & 21, Controlling Person or Agent must complete #21)**

2. Name: Yu (Last) Fred (First) Yin Fat (Middle) Birth Date: ___/___/___ (NOT a public record)

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

4. Place of birth: _____ (City / State / COUNTRY (not county)) Height: _____ Weight: _____ Eyes: _____ Hair: _____

5. Marital status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed

6. Name of current/most recent spouse: _____ (List all for past 5-years, use additional sheet if necessary) (Last / First / Middle / Maiden) Birth Date: ___/___/___ (NOT a public record)

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

If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona Drivers license or voters registration card.

8. Daytime telephone number to contact you during business hours for questions: _____

9. E-mail address: _____

10. Business Name: Dove M. Gourmet Bistro Business Phone: ___/___/___

11. Business Location Address: 2090 N. Thornydale Rd suite 112 (Street (do not use P O box#)) Marana (City) Az (State) Pima (County) 85658 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (IF RENTED ATTACH ADDITIONAL SHEET WITH, NAME ADDRESS, AND PHONE NUMBER OF LANDLORD)	City	State	Zip
	CURRENT					

AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Fred Yu
Dove M Gourmet Bistro
12104402

'16 JAN 15 Liqr. Dept AM11:56

RECEIVED

JAN 19 2016

Town of Marana
Clerk's Office

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

QUESTIONNAIRE

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

Attention applicant: This is a sworn document. Type or print in **black ink.** An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or the subsequent revocation of a license or permit.

QUESTIONNAIRE TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE FINGERPRINTS ON FBI APPROVED CARDS (BLUE LINED) ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT OF LIQUOR CHARGES A $13 FEE. IN ADDITION TO OTHER FINGERPRINT FEES, A $22.00 DPS BACKGROUND CHECK FEE WILL BE CHARGED FOR EACH FINGERPRINT CARD.
The fees allowed by A.R.S. § 4-6852 will be charged for all dishonored checks.

Liquor License#: _____ (If the location is currently licensed)

1. Check the appropriate box → ☑ **Controlling Person** ☐ **Agent** (complete questions 1-19) | ☐ **Manager** (complete all questions except #14, 14a & 21, Controlling Person or Agent must complete #21)

2. Name: Huang (Last) Li (First) Hua (Middle) Birth Date: ____/____/____ (NOT a public record)

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

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

5. Marital status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed

6. Name of current/most recent spouse: _____ (List all for past 5-years, use additional sheet if necessary) (Last) (First) (Middle) (Maiden) Birth Date: ____/____/____ (NOT a public record)

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

If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona Drivers license or voters registration card.

8. Daytime telephone number to contact you during business hours for questions: _____

9. E-mail address: _____

10. Business Name: Dove M Gourmet Bistro Business Phone: ____/____/____

11. Business Location Address: 12090 N Thornydale Rd Suite 112 (Street (do not use P O box#)) Marana (City) Az (State) Pima (County) 85658 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
	CURRENT		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (IF RENTED ATTACH ADDITIONAL SHEET WITH, NAME ADDRESS, AND PHONE NUMBER OF LANDLORD)	City	State	Zip
	CURRENT					

AMENDMENT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

10/26/2015

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

Fred Yu
DOVE M GOURMET BISTRO
12104402

'15 NOV 18 Liq. Dept AM11:23

LL2015-12 / LL2016-04 ★

RECEIVED

NOV 24 2015

Town of Marana
Clerk's Office

'15 NOV 20 Liq. Dept AM 8:28

Arizona 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 # 12104402

1. Type of License: SERIES 12, RESTAURANT

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: YU (Last) FRED (First) YIU FAT (Middle) P1075045
2. Owner Name: EAST GOURMET BISTRO LLC B1055629
   (Ownership name for type of ownership checked on section 2)
3. Business Name: DOVE M GOURMET BISTRO B1055628
   (Exactly as it appears on the exterior of premises)
4. Business Location Address: 12090 N THORNYDALE RD (Street) MARANA (City) AZ (State) 85758 (Zip Code) PIMA (County)
   (Do not use PO Box)
5. Mailing Address: 5018 W TRIANGLE LEAF CT (Street) TUCSON (City) AZ (State) 85741 (Zip Code)
   (All correspondence will be mailed to this address)
6. Business Phone: PENDING Daytime Contact Phone: 520-225-9562
7. Email Address: IH5657@YAHOO.COM
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) $ _____

Department Use Only

Fees:	Application	Interim Permit	Site Inspection	Finger Prints	$ Total of All Fees
	100	—	50	44	194 —

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

Accepted by: AP Date: 11.20.15 License # 12104402

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? _____

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 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 (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	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: EAST GOURMET BISTRO LLC

2. Date Incorporated/Organized: 04/27/2015 State where Incorporated/Organized: ARIZONA

3. AZ Corporation or AZ L.L.C File No: L-20021116 Date authorized to do Business in AZ: 05/14/2015

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
YU	FRED	YIU FAT	MEMBER	5018 W TRIANGLE LEAF CT TUCSON AZ 85741			
HUANG	LI	HUA	MEMBER	5018 W TRIANGLE LEAF CT TUCSON AZ 85741			

(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
YU	FRED	YIU FAT	50%	5018 W TRIANGLE LEAF CT TUCSON AZ			85741
HUANG	LI	HUA	50%	5018 W TRIANGLE LEAF CT TUCSON AZ			85741

(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.

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) requested)

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 Liquor 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: _____
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: _____ Entity: _____
Last First Middle (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 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)** _____ 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 _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____, _____.
Day 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:_____ Name of School:_____
(if less than one (1) mile note footage)
Address:_____

2. Distance to nearest Church: _____ Name of Church:_____
(if less than one (1) mile note footage)
Address:_____

SECTION 14 Business Financials

1. I am the: ☑ Lessee ☐ Sub-lessee ☐ Owner ☐ Purchaser ☐ Management Company
2. If the premise is leased give lessors: Name: TANGERINE CLOSSING
Address: 4414 BLANCHE DR (Street) PHOENIX (City) AZ (State) 85032 (Zip)
3. Monthly Rent/ Lease Rate: $ 5000
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: MOVE-OUT
(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

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
GOURMET RESTAURANT
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 #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

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

Check ALL boxes that apply to your business:

☑	Entrances/Exits	☑	Liquor storage areas	**Patio:** ☐	Contiguous
☐	Walk-up windows	☐	Drive-through 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? 01/01/2016

   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.

(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

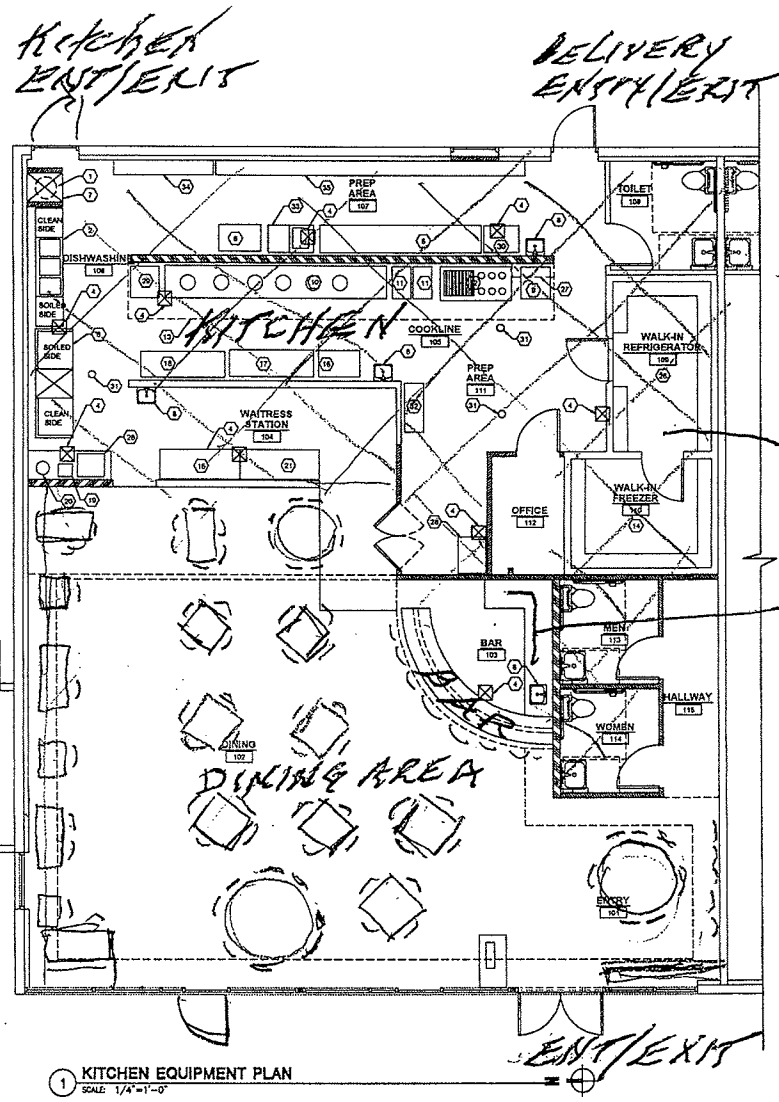
DIAGRAM ATTACHED

PIMA COUNTY HEALTH DEPARTMENT STANDARD REQUIREMENTS:

1. SPLASH GUARDS REQUIRED ON ALL HAND SINKS WITHIN 1 FT. OF ADJACENT EQUIPMENT.
2. ALL FLOOR SINKS MUST BE FULLY ACCESSIBLE, NO FLOOR SINKS UNDER STATIONARY OR IMMOVABLE EQUIPMENT OR MILLWORK PERMITTED.
3. DUMPSTER LOCATED IN PARKING LOT AREA MUST BE ON NON ABSORBENT TYPE UNDERLAYMENT (IE ASPHALT, CONCRETE).
4. DRAIN LINES SHALL BE 6" ABOVE FLOORS SO FLOORS CAN BE CLEANED.
5. ALL KITCHEN EQUIPMENT MUST BE NSF APPROVED OR EQUIVALENT.
6. HOT AND COLD WATER PROVIDED AT ALL SINKS (HOT WATER TO MEET MINIMUM 110 DEGREES); WATER HEATER TO BE MINIMUM 50 GALLON CAPACITY.
7. IF POWER WASH METHOD IS USED FOR CLEANING FLOORS, THEN COVE BASE SHALL BE INSTALLED TO JOIN FLOORS WITH WALLS IN AFFECTED AREAS.
8. WALL TEXTURE TO BE EPOXY PAINT WITH NO TEXTURE IN KITCHEN AREAS.
9. ALL UTILITY AND WASTE EQUIPMENT SHOULD BE SEGREGATED FROM THE WARE WASHING AND FOOD PREPARATION AREAS.
10. ALL HAND SINKS TO HAVE SOAP AND TOWEL DISPENSER (AND SPLASH GUARD AS NOTED PREVIOUSLY).

PIMA COUNTY HEALTH DEPARTMENT NOTES:

1. FRESH FRUIT WILL BE PROVIDED ALONG WITH PACKAGED FRUITS (REFER TO P.1 FOR SPECIFICATIONS ON INDIRECT DRAIN (FLOOR SINK).
2. SODA AND WATER TO BE SOLD ONLY IN BOTTLED FORM.
3. ALL EQUIPMENT TO BE NSF APPROVED.
4. EXISTING FLOOR IS A SMOOTH WASHABLE SURFACE.
5. ALL EXISTING GWB WALLS IN NEW KITCHEN AREA TO RECEIVE EPOXY PAINT (WASHABLE SURFACE).
6. UP 4'-0" FROM FINISH FLOOR, INSTALL WHITE FRP FROM RIGHT SIDE OF NEW HAND SINK ALL THE WAY TO CORNER OF WALL, LEFT OF NEW 3-COMPARTMENT SINK.



1 KITCHEN EQUIPMENT PLAN
SCALE: 1/4"=1'-0"

EQUIPMENT LIST

1. WATER HEATER ABOVE
2. 3 COMPARTMENT SINK WITH DUAL DRAIN BOARDS
3. DISHWASHING MACHINE
4. FLOOR SINK
5. STAINLESS STEEL PREP TABLE
6. RICE COOKER
7. MOP SINK
8. HAND SINK
9. BBQ ROASTER
10. 7 HOLE CHINESE RANGE
11. FRYER
12. 72" WIDE WITH 4 BURNER COOK TOP/GRILL
13. EXHAUST HOOD
14. WALK IN FREEZER (6' X 10')
15. STEAM TABLE
16. REACH IN REFRIGERATOR
17. REACH IN REFRIGERATOR
18. STAINLESS STEEL PREP TABLE
19. TEA MACHINE
20. COFFEE MACHINE
21. STAINLESS STEEL WAITRESS STATION
22. RECEPTION CABINET
23. P.O.S.
24. BAR COUNTER TOP AND FRAMED LOW WALL BELOW
25. BASE CABINET
26. WALK IN REFRIGERATOR (6' X 12')
27. WALL MOUNTED "BALAMANDER"
28. ICE MACHINE
29. CONVECTION STEAMER
30. 80 QT. MIXER
31. FLOOR DRAIN
32. 18" STAINLESS STEEL SHELVING
33. PREP SINK
34. WIRE RACK STORAGE - DISH STORAGE
35. DRY STORAGE

Tables

8 - 3'x3' - = 32 guests
5 - 3'x5' = 26 guests
2 - 6'5" round. = 16 guests
bar area. = 17 guests.
total. = 81 guests.

3000 SQ FT

TENANT IMPROVEMENT FOR
DOVE MOUNTAIN GOURMET BISTRO
12296 N. TOHONO CHUL PARK
MARANA, ARIZONA

KITCHEN EQUIPMENT PLAN AND SCHEDULE

BRUNO DESIGN GROUP, PLLC
7000 SONESTA DRIVE NW, #204
TUCSON, ARIZONA 85743
PHONE (520) 207-9183

PROJECT: 15-307
DATE: 8/20/2015
DRAWN: W-JM
CHECKED: GG

COPYRIGHT, BRUNO DESIGN GROUP, P.L.L.C.
DO NOT SCALE DRAWINGS

SHEET:
K.1

SECTION 17 SIGNATURE BLOCK

I, (Print Full Name) FRED Yue Fat Yu, 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) _____

MELISSA J GAONA
Notary Public - Arizona
Pima County
My Comm. Expires Mar 19, 2016

My commission expires on: March 19, 2016

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this

25 of September, 2015
Day Month Year

_____
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: March 9, 2016 Date of Posting Removal: _____

Applicant's Name: Yu (Last) Fred (First) Yiu Fat (Middle)

Business Address: 12090 N. Thornydale Road, Suite 112, Marana 85758 (Street / City / Zip)

License #: 12104402

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

Elton Burns, JR	Housing Specialist	520-382-1927
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.

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 Liquor License Application #: 12104402
(Circle one) (Arizona application #)

2. County of: Pima City/Town/County #: LL2015-12/LL2016-04*

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 at a Regular meeting held on the 5th of
(Governing body) (Regular or special) (Day)

April, 2016 considered the application of Fred Yiu Fat Yu
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 12104402,
(Arizona liquor license application #)

for the license series #: type Series #12 Restaurant as provided by A.R.S §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Fred Yiu Fat Yu
(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 _____ on _____, _____, _____.
(Location) (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.

Council-Regular Meeting **L2**

Meeting Date: 04/05/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: April 5, 2016

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 Gina Gill on behalf of Chevron, 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 Chevron, 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 Gina Gill on behalf of Chevron, 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 Gina Gill on behalf of Chevron, located at 13960 N. Sandario Road, Marana, Arizona 85653.

Attachments

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

'16 MAR 8 Liq. Lic. AM 8:39

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

RECEIVED
MAR 10 2016
Town of Marana
Clerk's Office

LL2016-05

Application for Liquor License
Type or Print with Black Ink

SECTION 1 This application is for a:
- [X] Interim Permit (Complete Section 5)
- [X] 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)
- [X] 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 # 10103801

1. Type of License: Series 10

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: Gill (Last) Gina (First) Moninder (Middle) P1005446
2. Owner Name: 27th Northern And Aujla, Llc B10352?3
   (Ownership name for type of ownership checked on section 2)
3. Business Name: CHEVRON
   (Exactly as it appears on the exterior of premises)
4. Business Location Address: 13960 ~~13968~~ N. Sandario Road, Marana, Az - 85653
   (Do not use PO Box) Street City State Zip Code County Pima
5. Mailing Address: 4908 E. Lone Mountain Road, Cave Creek, Az - 85331
   (All correspondence will be mailed to this address) Street City State Zip Code
6. Business Phone: 520-682-3426 Daytime Contact Phone: 602-619-3744
7. Email Address: giramgill@gmail.com
8. Is the Business located within the incorporated limits of the above city or town? [X] 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 [X] 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: $100.00 Application; $100.00 Interim Permit; _____ Site Inspection; _____ Finger Prints; $200.00 Total of All Fees

Is Arizona Statement of Citizenship & Alien Status for State Benefits complete? [X] Yes [ ] No

Accepted by: _____ Date: 3/8/16 License # 10103801

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: 10103792
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, Heather Anne Hendon declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

(Print Full Name)

x Heather A Hendon

(Signature)

NICOLE VILCHIS GARCIA
NOTARY PUBLIC - ARIZONA
Maricopa County
My Commission Expires
August 8, 2017

State Arizon County of Maricopa
The foregoing instrument was acknowledged before me this
7th day of March, 2016
Day Month Year

My Commission Expires on: Aug. 8, 2017
Date

Nicole Vilchis Garcia
(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

STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES AND CONTROL

ALCOHOLIC BEVERAGE LICENSE

License 10103792

Issue Date: 11/9/2015

Expiration Date: 10/31/2016

Issued To:
HEATHER ANNE HENDON, Agent
PAC WEST ENERGY LLC, Owner

Location:
JACKSONS #813
13960 N SANDARIO RD
MARANA, AZ 85653

Mailing Address:

HEATHER ANNE HENDON
PAC WEST ENERGY LLC
JACKSONS #813
3450 COMMERCIAL CT
MERIDIAN, ID 83642

LIQUOR LICENSES AND CONTROL ARIZONA

EXP 10/31/2016

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	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: 27th Northern And Anja LLC

2. Date Incorporated/Organized: 3/30/2006 State where Incorporated/Organized: ARIZONA.

3. AZ Corporation or AZ L.L.C File No: L12636705 Date authorized to do Business in AZ: 3/30/06

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
Gill	Gina	Maninder	member	4908 E. Lone Mountain Rd	Cave Creek	Az	85331

(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
Gill	Gina	Maninder	100%	4908 E. Lone Mountain Road	Cave Creek,	Az	85331

(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.

'16 MAR 8 Liq. Lic. AM 8:39

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) requested)

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 Liquor 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: _____
Address: _____
(Exactly as it appears on license)

2. New Business: Name: _____
Address: _____

3. License Type: _____ License Number: _____

SECTION 12 Person to Person Transfer

'16 MAR 8 Liq. Lic. AM 8 09

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

1. Individual Owner / Agent Name: _____ Entity: _____
   Last First Middle (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 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) _____ 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 _____
(Signature of CURRENT Individual Owner/Agent)

NOTARY

State of _____ County of _____
State County

The foregoing instrument was acknowledged before me this _____ day of _____, _____.
Day 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 miles (if less than one (1) mile note footage) Name of School: Marana Middle School
Address: 11279 W. Cries Rd, Marana, Az-85653

2. Distance to nearest Church: 1.4 miles (if less than one (1) mile note footage) Name of Church: The Church of Jesus Christ of Latter day Saints
Address: 13450 N Lon Adams RD Marana, Az -85653

SECTION 14 Business Financials

1. I am the: [X] Lessee [ ] Sub-lessee [ ] Owner [ ] Purchaser [ ] Management Company
2. If the premise is leased give lessors: Name: Jackson Oil
Address: 3450 Commercial Court Meridian Idaho-83642
(Street City State Zip)
3. Monthly Rent/ Lease Rate: $ 12,000/00
4. What is the remaining length of the lease? 5 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? $ 0.
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)?
C-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 [X] No If yes, attach explanation.
9. Does any spirituous liquor manufacture, wholesaler, or employee have an interest in your business? [ ] Yes [X] No
10. Is the premises currently license with a liquor license? [X] Yes [ ] No

If yes, give license number and licensee's name:
License #: 10103792 Individual Owner /Agent Name: Heather Anne Hendon
(Exactly as it appears on license)

'16 MAR 8 Liq. Lic. AM 8:39

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

Check ALL boxes that apply to your business:

☒	Entrances/Exits	☒	Liquor storage areas	**Patio:** ☐	Contiguous
☐	Walk-up windows	☐	Drive-through 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.

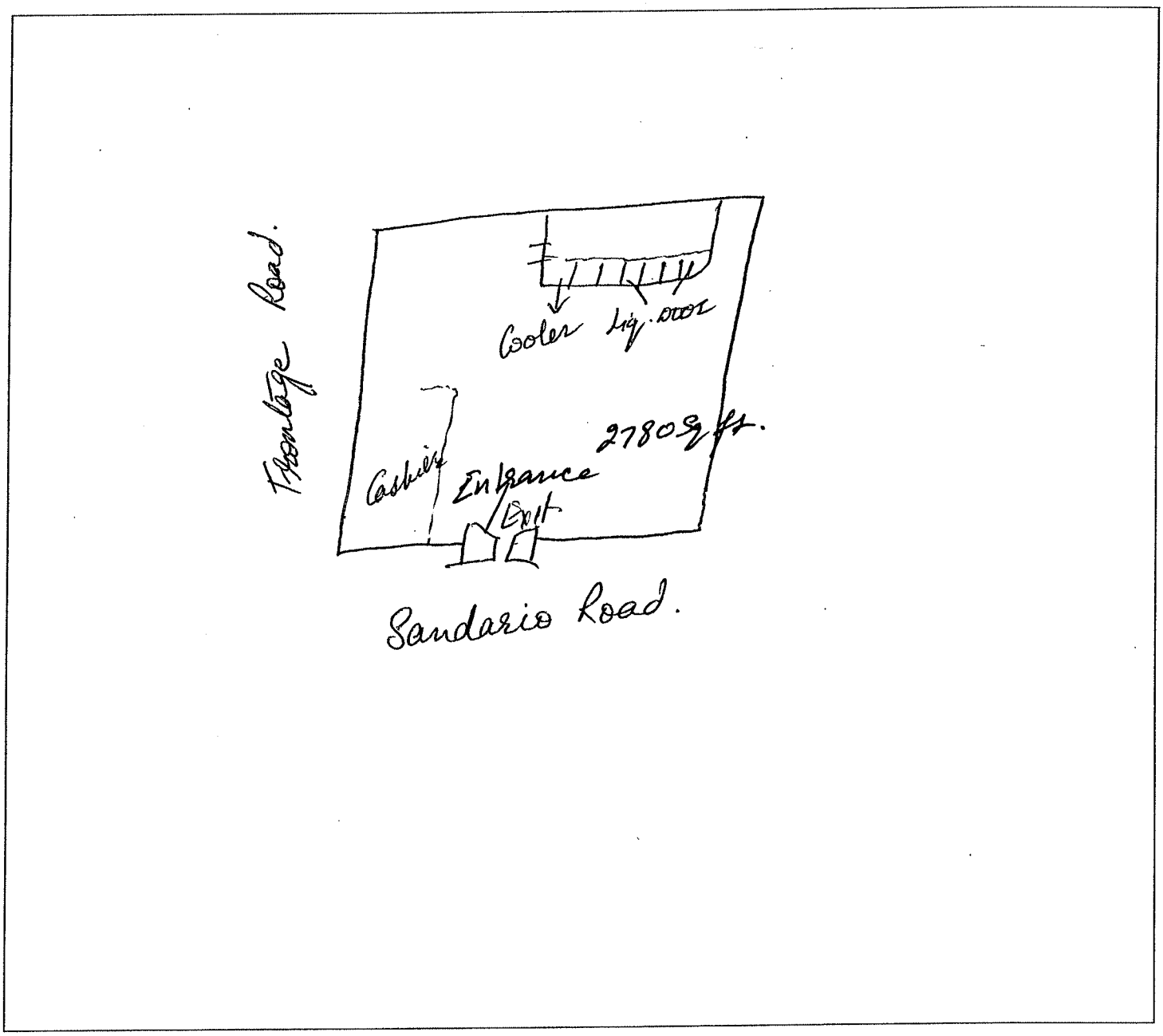
_____
(Applicant's initials)

'16 MAR 8 Liq. Lic. AM 8:39

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



Marana Regular Council Meeting, 04/05/2016 Individuals requiring ADA accommodations please call (602)542-9027

SECTION 17 SIGNATURE BLOCK

'16 MAR 8 Liq. Lic. AM 8:09

I, (Print Full Name) Gina Moninder Cecil 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 AZ County of MARICOPA

The foregoing instrument was acknowledged before me this

OFFICIAL SEAL
DEBBIE WUNDERLY
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires April 15, 2016

7 of MARCH, 2016
Day Month Year

My commission expires on: _____

Debbie Wunderly
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.

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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: March 11, 2016 Date of Posting Removal: _____

Applicant's Name: Gill (Last) Gina (First) Moninder (Middle)

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

License #: 10103801

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

Elton Burns, Jr.	Housing Specialist	520-383-1927
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.

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 #: 10103801 (Arizona application #)

2. County of: Pima City/Town/County #: LL2016-05

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 5th (Day) of April (Month), 2016 (Year) considered the application of Gina Moninder Gill (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 10103801 (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 Gina Moninder Gill (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)

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.

Council-Regular Meeting **L3**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Hilary Hiser, Records Administrator

Date: April 5, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rev. Fr. Virgilio Tabo, Jr. on behalf of Saint Christopher Roman Catholic Parish for the annual Fiesta to be held on April 30, 2016 (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of St. Christopher Roman Catholic Parish for the annual Fiesta to be held on April 30, 2016. The applicant has also applied for a special event permit from the town, pursuant to Chapter 10-6 of the Marana Town Code.

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

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

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

Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Rev. Fr. Virgilio Tabo, Jr. on behalf of Saint Christopher Roman Catholic Parish for the annual Fiesta.

OPTION 2: I move to disapprove the special event liquor license application submitted by Rev. Fr. Virgilio Tabo, Jr. on behalf of Saint Christopher Roman Catholic Parish for the annual Fiesta.

Attachments

Special Event Liquor Application

Series Description 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)
Cash Checks or Money Orders Only

RECEIVED
MAR 24 2016
24 MAR 2016 PM04:02
Town of Marana
Clerk's Office

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: St Christoper Roman Cathoic Church

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0954915

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: St. Christopher Roman Catholic Church

Address of Location: 12101 W. Moore Rd. (Street) Marana, (City) Pima, (COUNTY) AZ (State) 85653 (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: Tabo, Jr. (Last) Rev. Fr. Virgilio (First Middle) March 18, 1977 (Date of Birth)
2. Applicant's mailing address: 12101 W. Moore Road (Street) Marana, (City) AZ (State) 85653 (Zip)
3. Applicant's home/cell phone: (520) 858-5034 Applicant's business phone: (520) 682-3035
4. Applicant's email address: pastor@stchristophermarana.org

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 St. Christopher Roman Catholic Church Percentage: 100%

Address 12101 W. Moore Road (Street) Marana, (City) AZ (State) 85653 (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.)

1 Number of Police 4 Number of Security Personnel ☑ Fencing ☑ Barriers

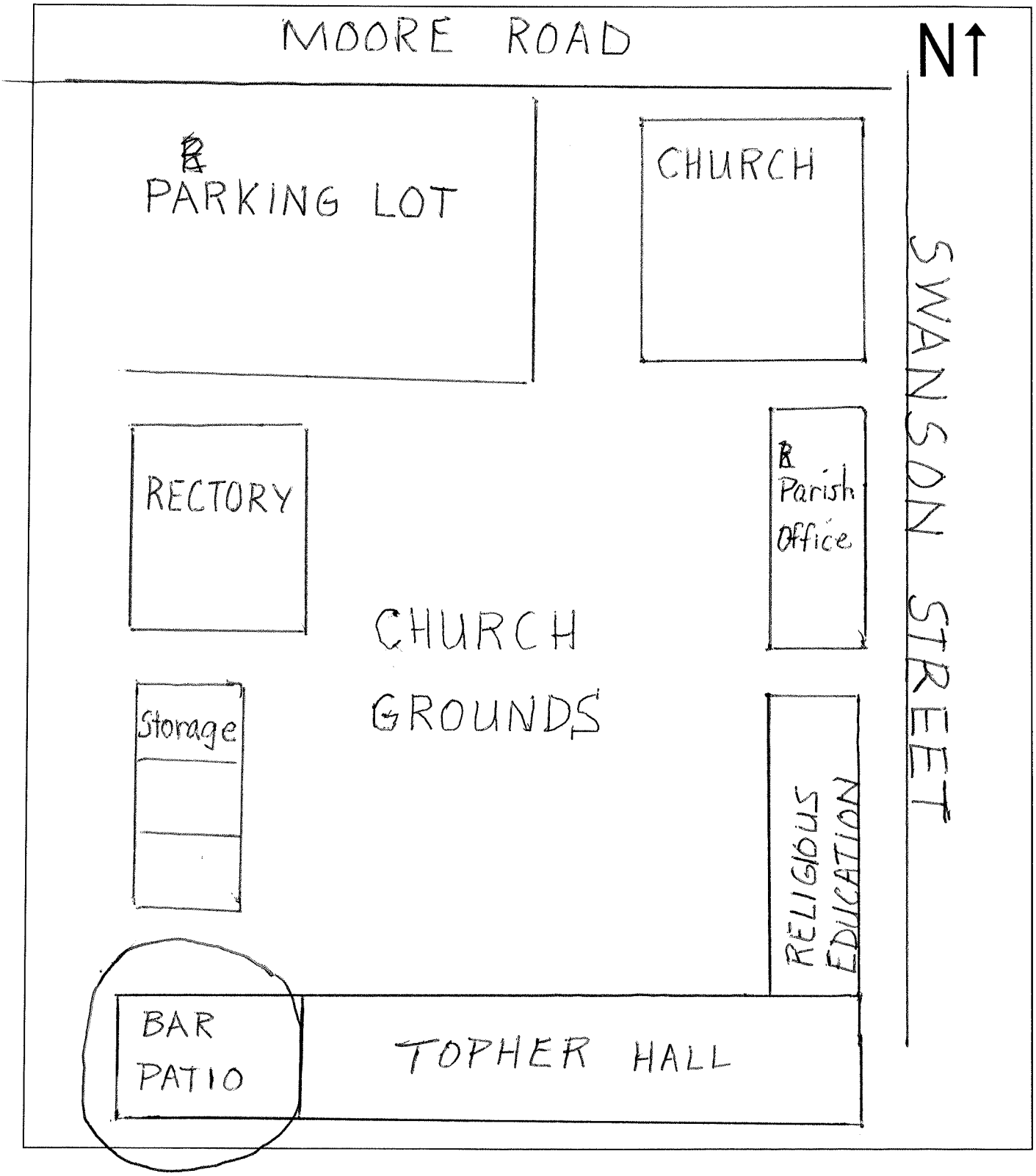
Explanation: will follow requirements as required by law

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	04/30/2016	Saturday	11:00AM	11:00 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

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



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

I, (Print Full Name) Rev. Virgilio Tabo, Jr. declare that I am an Officer, Director or Chairperson of the organization 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 Number
	Pastor / President	March 24, 2016	(520) 682-3035

The foregoing instrument was acknowledged before me this 24 (Day) March (Month) 2016 (Year)

State ARiz County of Pima

My Commission Expires on: Nov 30, 17 (Date)

Signature of Notary Public

BRENDA FAHRMEYER
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
November 30, 2017

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

I, (Print Full Name) Rev. Virgilio Tabo, Jr. 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 Number
	Pastor / President	March 24, 2016	(520) 682-3035

The foregoing instrument was acknowledged before me this 24 (Day) March (Month) 2016 (Year)

State ARiz County of Pima

My Commission Expires on: Nov 30, 17 (Date)

Signature of Notary Public

BRENDA FAHRMEYER
Notary Public - State of Arizona
PIMA COUNTY
My Commission Expires
November 30, 2017

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

SECTION 16 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.

TOWN OF MARANA
11555 WEST CIVIC CENTER DRIVE
MARANA AZ 85653

Payee: ST CHRISTOPHER CATHOLIC CHURCH
Date: 03/24/2016 Time: 3:54pm
Receipt Number: DSVCS/ 38569
Clerk: LDRALLE

Christen

ITEM	REFERENCE	AMOUNT
50040	USE1603-003	
	Misc Permits	50.00
50003	USE1603-003	
	Liquor Licenses	25.00
	Total:	75.00
Check	7368	75.00
	Change:	0.00

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

ST. CHRISTOPHER CATHOLIC CHURCH
12101 W MOORE RD
MARANA, AZ 85653-8485
(520) 682-3035

STOCKMAN'S BANK
11853 W TRICO MARANA RD
MARANA, AZ 85653
91-504/1221

7368

PAY TO THE ORDER OF Town of Marana March 24, 2016 $ 75.00

Seventy Five Dollars Only DOLLARS

MEMO: Special Event Permit & Liquor License

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

[redacted]

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

Council-Regular Meeting **A1**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Cynthia Ross, Planner II

Date: April 5, 2016

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Strategic Plan Initiative 16 – Explore opportunities for annexation to enhance Economic Activity Centers, including Land within the Town's General Plan Planning Area.

Subject: Ordinance No. 2016.004: Relating to Annexation; annexing into the corporate limits of the Town of Marana that territory known as the Pioneer Landscaping Materials Annexation, approximately 8.4 acres of land generally located near the southeast corner of Twin Peaks Road and Tiffany Loop; and establishing original Town of Marana zoning (Cynthia Ross)

Discussion:

The Pioneer Landscaping Materials annexation ordinance proposes to annex approximately 8.4 acres of land generally located near the southeast corner of Twin Peaks Road and Tiffany Loop within a portion of the northwest quarter of Section 22, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona.

The Pioneer Landscaping Materials annexation is located in unincorporated Pima County, is contiguous to the Town's corporate limits and is within the Town of Marana's General Plan Planning Area.

The owner of the property being annexed was the successful bidder for the Town's auction of the Dong Remnant, an approximately 2.1 acre remnant of land located between this annexation and the I-10 Frontage road. The Dong Remnant auction included a condition that if it were purchased by an adjacent property owner, the Town would not deed the property to the successful bidder until their adjacent property is annexed into the Marana town limits. Town staff is waiting until

this annexation is finalized before completing the sale of the Dong Remnant to the owner of this Pioneer Landscaping Materials annexation area.

The proposed annexation is comprised of 3 parcels that total 8.4 acres. Pima County's Comprehensive Plan land use designation for these parcels is Industrial (I). The adopted Land Use Plan for the Town of Marana designates these parcels as Industrial (I).

The Town of Marana is required to translate the existing Pima County zoning designation to a similar zoning designation in Marana without allowing densities greater than those permitted under the current zoning.

Each of the 3 parcels has different zoning classifications.

Assessor Parcel # 226-15-018f, approximately 1.54 acres, is zoned Rural Homestead (RH). The Pima County RH zoning will translate to Marana's Rural Development (RD-180).

Assessor Parcel # 226-15-019a, approximately 4.11 acres, has two Pima County zoning classifications, Rural Homestead (RH) and General Business Zone (CB-2). The RH zoning will translate to Marana's Rural Development (RD-180), and the CB-2 zoning will translate to Marana's Village (VC) Zone.

Assessor Parcel # 226-15-008b, approximately 2.74 acres, is zoned General Industrial (CI-2). The Pima County CI-2 zoning will translate to Marana's Heavy Industrial (HI) zone.

All notification requirements have been complied with for this annexation as set forth in A.R.S. § 9-471. The blank annexation petition was filed with the Pima County Recorder's Office on February 19, 2016. The Town conducted a public hearing for this annexation on March 15, 2016. The Town has received signed petitions representing over 50% of the property owners and over 50% of the real and personal property value. Copies of signed annexation petitions are attached.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2016.004, approving the Pioneer Landscaping Materials annexation.

Suggested Motion:

I move to adopt Ordinance 2016.004, annexing into the corporate limits of the Town of Marana approximately 8.4 acres of land known as the Pioneer Landscaping Materials annexation.

Attachments

Ordinance No. 2016.004

Exhibit A - Legal Description and Map

Owner Petition

CenturyLink Petition

MARANA ORDINANCE NO. 2016.004

RELATING TO ANNEXATION; ANNEXING INTO THE CORPORATE LIMITS OF THE TOWN OF MARANA THAT TERRITORY KNOWN AS THE PIONEER LANDSCAPING MATERIALS ANNEXATION, APPROXIMATELY 8.4 ACRES OF LAND GENERALLY LOCATED NEAR THE SOUTHEAST CORNER OF TWIN PEAKS ROAD AND TIFFANY LOOP; AND ESTABLISHING ORIGINAL TOWN OF MARANA ZONING

WHEREAS petitions in writing, accompanied by a legal description and map of the real property sought to be annexed as part of the Pioneer Landscaping Materials Annexation, have been filed and presented to the Mayor and Council of the Town of Marana, Arizona, signed by the owners of more than 50% of the value of the real and personal property and more than 50% of the persons owning real and personal property that would be subject to taxation by the Town of Marana as shown by the last assessment of said property, said property being contiguous to the Town of Marana and not now embraced within its limits, asking that the property be annexed into the Town of Marana and to extend and increase the corporate limits of the Town of Marana so as to embrace same; and

WHEREAS the Mayor and Council of the Town of Marana, Arizona, desire to approve the Pioneer Landscaping Materials Annexation and extend and increase the corporate limits of the Town of Marana to include said territory, which is approximately 8.4 acres of property generally located near the southeast corner of Twin Peaks Road and Tiffany Loop, described and depicted in Exhibit A attached to and incorporated in this Ordinance by this reference; and

WHEREAS the Pioneer Landscaping Materials Annexation is an area within portions of Section 22, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona; and

WHEREAS the petitions set forth a true and correct description of all the exterior boundaries of the entire area of the proposed Pioneer Landscaping Materials Annexation and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS no alterations increasing or reducing the territory sought to be annexed have been made after the petition was signed by any owners of real and personal property in such territory; and

WHEREAS the Pioneer Landscaping Materials Annexation consists of three Pima County Assessor's parcel numbers—specifically, Assessor parcel numbers 226-15-018F, 226-15-019A, and 226-15-008B; and

WHEREAS Assessor parcel number 226-15-018F has a pre-annexation Pima County zoning classification of RH Rural Homestead; and

WHEREAS Assessor parcel number 226-15-019A has pre-annexation Pima County zoning classifications of RH Rural Homestead and CB-2 General Business; and

WHEREAS Assessor parcel number 226-15-008B has pre-annexation Pima County zoning classification of CI-2 General Industrial; and

WHEREAS the Mayor and Council of the Town of Marana desire to exercise their authority under Marana Land Development Code section 10.10, paragraph P (Conditional Uses Upon Annexation), to conditionally permit certain uses permitted within the Pioneer Landscaping Materials Annexation area by Pima County but not clearly allowed under the Town of Marana zoning classifications adopted for the Pioneer Landscaping Materials Annexation area by this ordinance; and

WHEREAS the original Town of Marana zoning classifications and zoning entitlements adopted for the Pioneer Landscaping Materials Annexation area by this ordinance permit densities and uses that are no greater than those permitted by Pima County immediately before annexation; and

WHEREAS the provisions of A.R.S. § 9-471 have been fully complied with; and

WHEREAS proper and sufficient proof of the foregoing facts are now on file in the office of the Town Clerk of the Town of Marana, together with true and correct copies of the signed annexation petition, the original of which has been recorded in the office of the Pima County Recorder.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Marana, Arizona, as follows:

Section 1. The territory known as the Pioneer Landscaping Materials Annexation, described and depicted in Exhibit A attached to and incorporated by this reference in this ordinance, is annexed into the Town of Marana, and the present corporate limits are extended and increased to include the described area.

Section 2. This Ordinance shall be forthwith filed and recorded in the office of the County Recorder of Pima County, Arizona.

Section 3. On the effective date of this Ordinance, the zoning of the Pioneer Landscaping Materials Annexation territory shall be as follows:

A. All areas with a pre-annexation Pima County zoning classification of CI-2 General Industrial shall be zoned Town of Marana HI (Heavy Industry).

B. All areas with a pre-annexation Pima County zoning classification of CB-2 General Business shall be zoned Town of Marana VC (Village Commercial).

C. All areas with a pre-annexation Pima County zoning classification of RH Rural Homestead shall be zoned Town of Marana RD-180 (Rural Development).

Section 4. The following additional "Conditional Uses Upon Annexation" are hereby permitted by the Town Council pursuant to Marana Town Code section 17-3-2 (conditional use permits), paragraph P:

A. To the extent not expressly permitted under the Town of Marana zoning designations adopted by this ordinance, the currently existing and established retail store, commercial

yard, and business office uses shall be permitted uses to the same extent they were permitted or legal nonconforming uses in Pima County immediately before this annexation.

B. In areas zoned Town of Marana HI (Heavy Industry) and Town of Marana VC (Village Commercial) by this ordinance, the following uses are expressly permitted:

(1) Motel or hotel, together with the following accessory uses located on the premises and having no exterior entrance closer than one hundred feet to a public street:

(a) Retail shops,

(b) Personal services,

(c) Recreational facilities,

(d) Restaurant,

(e) Beverage service

(2) Auto parking lot (within or without a building) shall be permitted as an accessory use to a hotel or other permitted use, subject to compliance with all applicable landscaping, bufferyard, and off-street parking and loading requirements set forth in the Marana Land Development Code.

(3) Temporary uses of no longer than five years' duration may be permitted upon receiving a conditional use permit under Marana Town Code section 17-3-2 (conditional use permits) and in compliance with any requirements imposed as a condition of the conditional use permit.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 5th day of April, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION FOR
TOWN OF MARANA
PIONEER LANDSCAPE MATERIALS ANNEXATION
(Pima County Assessor Parcel Nos. 226-15-008B, 226-15-018F and 226-15-019A)

That portion of the Northwest quarter of Section 22, Township 12 South, Range 12 East, of the Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 22 (1/2" rebar) from which the West quarter corner of said Section 22 (aluminum cap) bears South 00°40'40" East, 2632.82 feet;

thence South 00°40'40" East, 1081.53 feet along the West line of said Section 22;

thence departing said West line, South 74°40'03" East, 734.41 feet;

thence South 46°02'33" East, 178.59 feet to the most northwesterly corner of said certain property and the beginning of a non-tangent curve concave northwesterly having a radius of 7,799.44 feet, a radial line from said beginning bears North 32°52'16" West, said beginning of a non-tangent curve also being the POINT OF BEGINNING;

thence northeasterly 140.77 feet along said curve through a central angle of 01°02'03";

thence on a non-tangent line North 75°07'52" East, 164.09 feet;

thence South 33°12'37" East, 9.50 feet;

thence North 77°51'46" East, 33.71 feet;

thence North 88°26'24" East, 170.26 feet;

thence South 35°03'01" East, 602.51 feet;

thence South 55°01'04" West, 412.01 feet;

thence South 65°23'24" West, 245.63 feet;

thence North 02°18'47" West, 232.56 feet;

thence North 19°24'42" West, 361.50 feet;

thence North 46°02'33" West, 194.60 feet to the POINT OF BEGINNING.



EXP: 06/30/2018

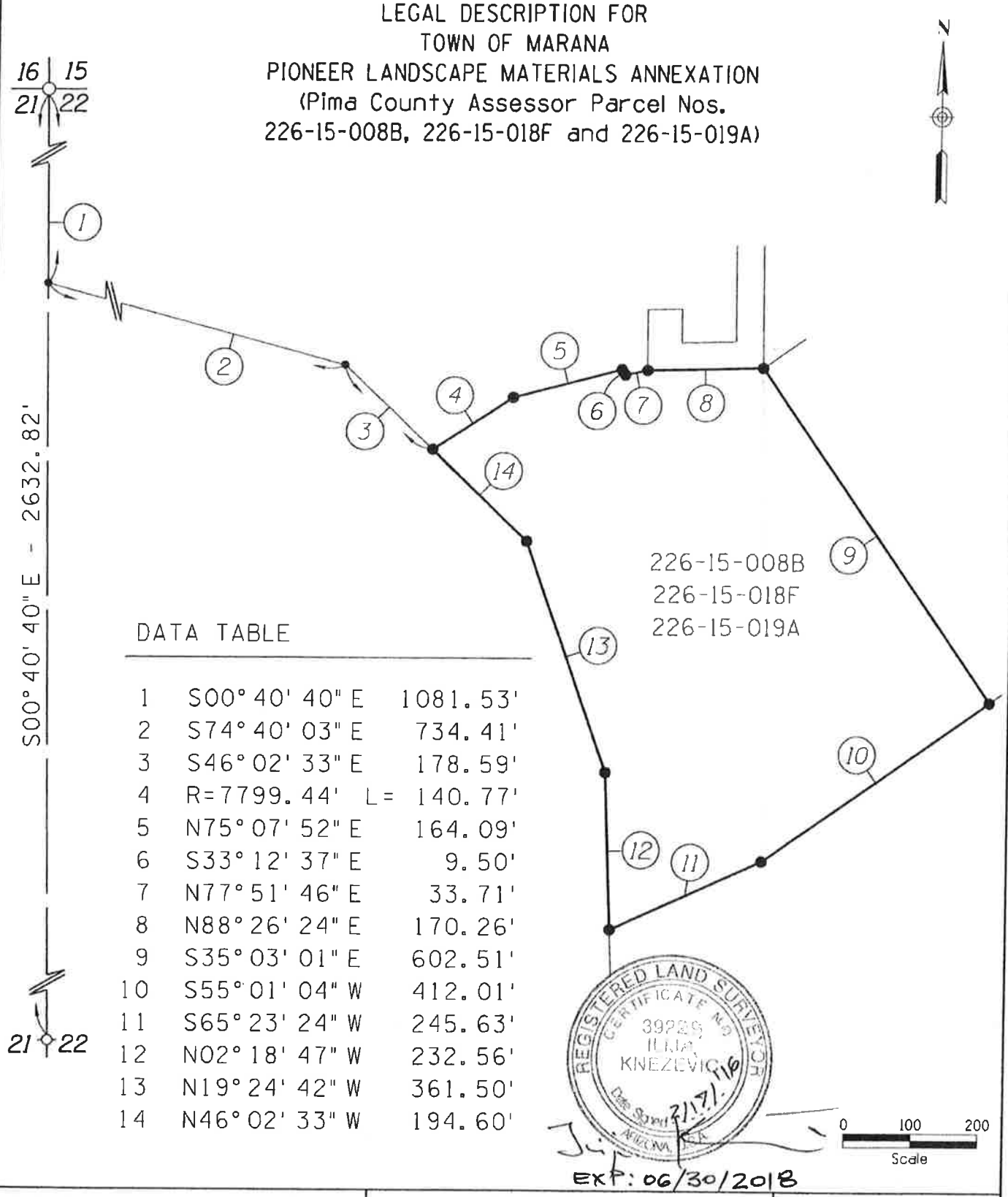
Said parcel for annexation contains 365,732 square feet or 8.3960 acres more or less.

Said above legal description for annexation represents the area described in Docket 13275 at page 625, recorded at the Pima County Recorder's Office, and encompasses Pima County Assessor Parcel Nos. 226-15-008B, 226-15-018F and 226-15-019A.

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EXHIBIT MAP

LEGAL DESCRIPTION FOR
TOWN OF MARANA
PIONEER LANDSCAPE MATERIALS ANNEXATION
(Pima County Assessor Parcel Nos.
226-15-008B, 226-15-018F and 226-15-019A)



DATA TABLE

1	S00° 40' 40" E	1081.53'
2	S74° 40' 03" E	734.41'
3	S46° 02' 33" E	178.59'
4	R=7799.44' L=	140.77'
5	N75° 07' 52" E	164.09'
6	S33° 12' 37" E	9.50'
7	N77° 51' 46" E	33.71'
8	N88° 26' 24" E	170.26'
9	S35° 03' 01" E	602.51'
10	S55° 01' 04" W	412.01'
11	S65° 23' 24" W	245.63'
12	N02° 18' 47" W	232.56'
13	N19° 24' 42" W	361.50'
14	N46° 02' 33" W	194.60'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
39289
ILIJA
KNEZEVIC
Date Signed 2/17/16
ARIZONA U.S.A.

EXP: 06/30/2018

AECOM SURVEY / RIGHT OF WAY	AECOM TECHNICAL SERVICES, Inc. 7720 N 16th St, Suite 100 Phoenix, Arizona 85020 602 371.1100 www.aecom.com	TOWN OF MARANA - PIONEER LANDSCAPE MATERIALS ANNEXATION
		Sheet 1 of 1

2/17/2016 5:40:21 AM ...\Cadd\par19c1-annex.dgn

ANNEXATION PETITION

[PIONEER LANDSCAPING MATERIALS ANNEXATION]

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA:

We, the undersigned, being the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property, as shown by the last assessment of said property by the County Assessor or by the Arizona Department of Revenue, which would be subject to taxation by the Town of Marana in the event of annexation within the territory proposed to be annexed, which is described in the legal description attached to and incorporated in this Petition as Exhibit A, said territory being contiguous to the corporate limits of the Town of Marana, with the exterior boundaries of the territory proposed to be annexed shown on the map attached to and incorporated in this Petition as Exhibit B, request the Town of Marana to annex the described territory as provided in A.R.S. § 9-471.

PROPERTY OWNER: 9555 Casa Grande Highway LLC

PROPERTY ADDRESS: 9353 N. Casa Grande Highway
Tucson, AZ 85743

AZ STATE TAX CODE #: 226-15-008B (TRI PTN N726.95' S1343.77' W410.78' E2 NW4 2.83 AC SEC 22-12-12)

226-15-019A (PTN E371.79' N726.97' S1343.77' W2 NW4 4.73 AC SEC 22-12-12)

226-15-018F (NLY PTN E2 SW4 NW4 1.54 AC SEC 22-12-12)

AUTHORIZED SIGNATURES(S) 9555 Casa Grande Highway, L.L.C.
By: Arizona Real Property Highway, L.L.C. its Member

By: _____ Date: 3/24/16
Gary E. Schnurr, Member

By: _____ Date: 3/24/16
Judith Schnurr, Member

(NOTE: Each signature *must* be dated.)

ANNEXATION PETITION

[PIONEER LANDSCAPING MATERIALS ANNEXATION]

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA:

We, the undersigned, being the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property, as shown by the last assessment of said property by the County Assessor or by the Arizona Department of Revenue, which would be subject to taxation by the Town of Marana in the event of annexation within the territory proposed to be annexed, which is described in the legal description attached to and incorporated in this Petition as Exhibit A, said territory being contiguous to the corporate limits of the Town of Marana, with the exterior boundaries of the territory proposed to be annexed shown on the map attached to and incorporated in this Petition as Exhibit B, request the Town of Marana to annex the described territory as provided in A.R.S. § 9-471.

PROPERTY OWNER:	CenturyLink Communications, LLC (fka Qwest Communications Company LLC)
PROPERTY ADDRESS:	9353 N. Casa Grande Highway Tucson, AZ 85743
AZ STATE TAX CODE #:	226-15-008B (TRI PTN N726.95' S1343.77' W410.78' E2 NW4 2.83 AC SEC 22-12-12) 226-15-019A (PTN E371.79' N726.97' S1343.77' W2 NW4 4.73 AC SEC 22-12-12) 226-15-018F (NLY PTN E2 SW4 NW4 1.54 AC SEC 22-12-12)
AUTHORIZED SIGNATURES(S)	CenturyLink Communications, LLC By: Qwest Services Corporation, Its Member By: George Jensen Date: 3/28/2016 Its: Director Gov. Affairs Date: 3/28/2016

(NOTE: Each signature *must* be dated.)

Council-Regular Meeting **A2**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: April 5, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community Principle Statement 3/ We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses. Initiative 12 (part): Align future infrastructure expansion with planned and/or complementary capital improvement projects.

Subject: Resolution No. 2016-033: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Matthews Investment Group, L.L.C. for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

Discussion:

This is an acquisition for the Tangerine Corridor project. The particulars of this deal are set forth in the acquisition agreement found in the backup materials. Town staff is available to justify and explain the proposed acquisition price and negotiations in an executive session, also scheduled for tonight's agenda in the event the Council requests it.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$114,400

The proposed acquisition amount is $110,000. The closing costs (payable by the Town) are not anticipated to exceed $4,400.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-033, approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Matthews Investment Group, L.L.C. for the Tangerine Corridor project.

Suggested Motion:

I move to adopt Resolution 2016-033, approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Matthews Investment Group, L.L.C. for the Tangerine Corridor project.

Attachments

Resolution No. 2016-033

ST051 Matthews Agt

MARANA RESOLUTION NO. 2016-033

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE AN ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT AND ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM MATTHEWS INVESTMENT GROUP, L.L.C. FOR THE TANGERINE CORRIDOR/TANGERINE ROAD, TWIN PEAKS TO LA CAÑADA DRIVE, TOWN OF MARANA PROJECT NO. ST021

WHEREAS the Town of Marana is constructing the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021, (the "Tangerine Road Project"); and

WHEREAS the Town of Marana needs to acquire property rights from Matthews Investment Group, L.L.C. to construct the improvements needed for the Tangerine Road Project (the "Needed Property"); and

WHEREAS Town staff has negotiated an Acquisition Agreement & Administrative Settlement with Matthews Investment Group, L.L.C. for acquisition of the Needed Property, the terms of which exceed Town staff's general authority for acquisition of property rights needed for the Tangerine Road Project; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Town Engineer to execute the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and to execute all other documentation necessary for the purchase of the Needed Property from Matthews Investment Group, L.L.C. for the Tangerine Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 5th day of April, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA

ENGINEERING DEPARTMENT

ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This Agreement is made by and between The Matthews Investment Group LLC, an Arizona limited liability company (Owner), and the **Town of Marana**, an Arizona municipal corporation ("Town").

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on August 18, 2006, in Docket 12871 at Page 543 in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way (the "Acquisition Area"), described in Exhibit "A". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire fee title to the Acquisition Area for the total sum of **$110,000.00** (the "Revised Acquisition Amount"), subject to the terms and conditions set forth below:

$110,000.00	Revised Acquisition Amount
$4,400.00	Estimated Closing Costs
$114,400.00	**Total Not to Exceed Amount**

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.

3. **Warranty Deed Document.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town title to the Acquisition Area free and clear of all liens and encumbrances.

4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area. Personal property may be removed prior to close of escrow..

5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total

amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.

7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area.. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.

10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.

11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.

12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by the Town.

13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.

14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.

16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.

17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.

18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.

19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but was agreed through compromise and settlement to avoid litigation.

20. **Council Approval**. This Agreement is subject to approval by the Town Council of the Town of Marana.

The Matthews Investment Group LLC, an Arizona limited liability company

By William Matthews
William Matthews

It's: Manager

By
Joel M. Matthews

It's: Manager

By
Clint W. Matthews

It's: Manager

Town of Marana, an Arizona municipal corporation

Keith Brann, P.E. CFM
Town Engineer

Date:

Approved as to form:

Frank Cassidy, Town Attorney

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 7TH day of MARCH, 2016 by William Matthews as Manager, of The Matthews Investment Group LLC, an Arizona limited liability company, on behalf of the company.

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

{SEAL}

ECATERINA MOLNAR
Notary Public - Arizona
Maricopa County
My Commission Expires
April 15, 2018

Notary Public

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 7TH day of MARCH, 2016 by Joel M. Matthews as Manager, of The Matthews Investment Group LLC, an Arizona limited liability company, on behalf of the company.

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

{SEAL}

ECATERINA MOLNAR
Notary Public - Arizona
Maricopa County
My Commission Expires
April 15, 2018

Notary Public

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 7TH day of MARCH, 2016 by Clint W. Matthews as Manager, of The Matthews Investment Group LLC, an Arizona limited liability company, on behalf of the company.

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

{SEAL}

ECATERINA MOLNAR
Notary Public - Arizona
Maricopa County
My Commission Expires
April 15, 2018

Notary Public

Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2014
S 34 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST-021
Parcel No. 219-47-012F, 219-47-012G & 219-47-015B	Acquisition Agreement for The Matthew Investment Group LLC

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July 30, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 219-47-015B

That portion of the property described in Docket 12871, page 543, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southeast quarter of Section 34, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying south of a line that lies 150.00 feet north of and parallel with the south line of said Section.

SECONDARILY described as follows:

BEGINNING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 30 minutes 40 seconds West, a distance of 99.82 feet to a line 150.00 feet north of and parallel with the south line of said southeast quarter;

THENCE upon said line, North 89 degrees 24 minutes 02 seconds East, a distance of 279.35 feet to the east line of said property;

THENCE upon said east line, South 0 degrees 31 minutes 42 seconds East, a distance of 99.84 feet to the southeast corner of said property and said north right-of-way;

THENCE upon the south property line of said property and said north right-of-way, South 89 degrees 24 minutes 11 seconds West, a distance of 279.38 feet to the **POINT OF BEGINNING.**

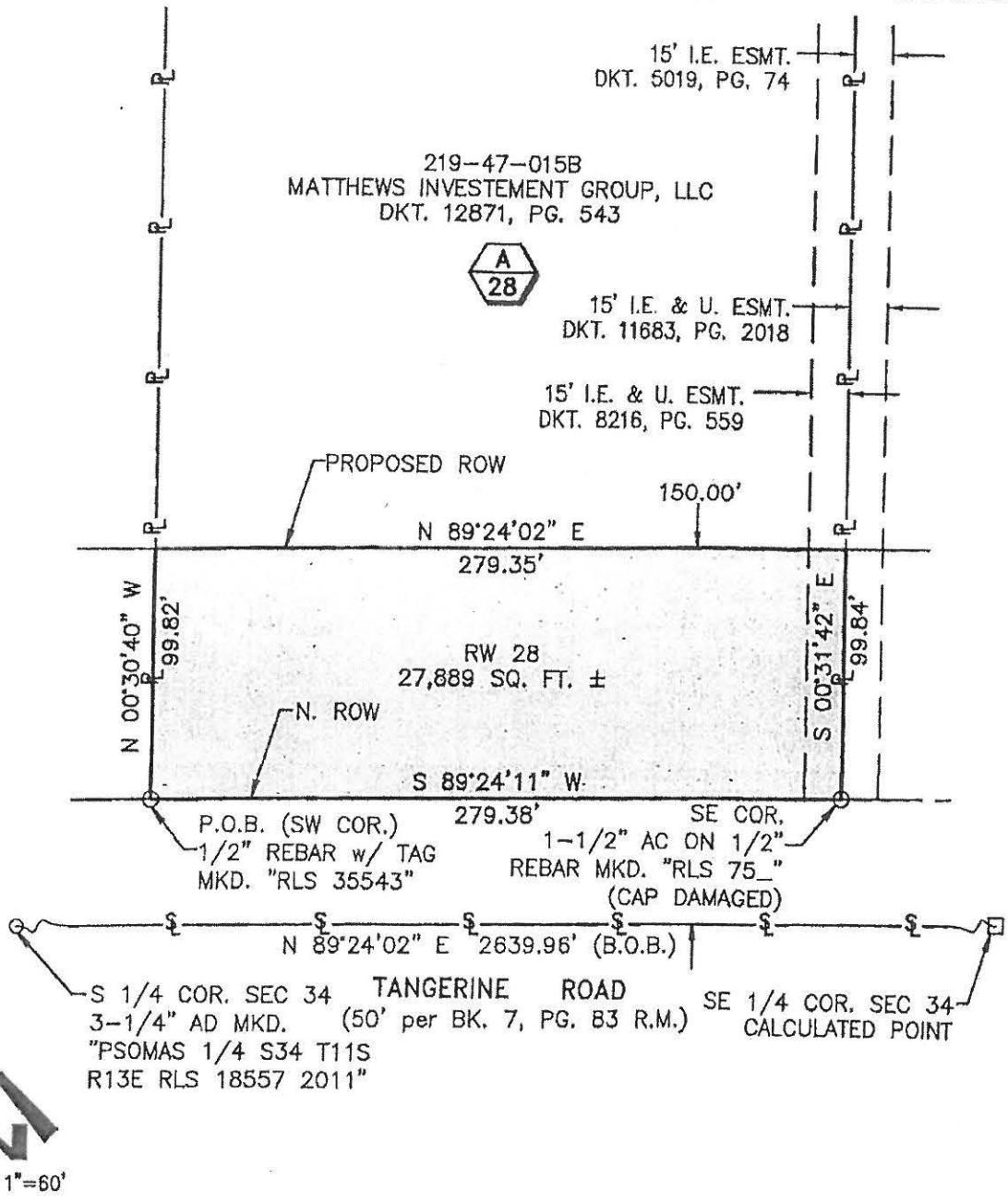
As a corollary, containing approximately 27,889 square feet.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

RW-28



SCALE: 1"=60'

NOTE:

THE SECONDARY DESCRIPTION AND DEPICTION ARE SECONDARY TO THE PRIMARY PROPERTY DESCRIPTION AND IS INCLUDED AS AN AID TO DETERMINING THE AREA OF THE PROPERTY DESCRIBED. DIMENSIONS SHOWN ARE A MIXTURE OF RECORD, SURVEYED AND CALCULATED DATA. RECORD INFORMATION WAS COMPILED FROM TOWN OF MARANA RIGHT-OF-WAY PLAN NO. 2013-007, PROJECT NO. ST021, TANGERINE ROAD CORRIDOR, AND PUBLIC RECORDS IN THE OFFICE OF THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, PARTICULARLY IN SEQ. 20122980200, AND THE VESTING DEED OF THE SUBJECT PROPERTY.

PSOMAS 333. E. Wetmore Road, Suite 450, Tucson, AZ 85705 Tel(520) 292-2300 7TMA130101	TANGERINE ROAD EXHIBIT MATTHEWS INVESTMENT GROUP LLC T.O.M. PROJECT No.: ST021 APN: 219-47-015B DATE: 7/30/2015 DRAWN BY: CL	RW 28 SE4 SEC. 34 T11S R13E *EXHIBIT* PG. 2 OF 2

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July 30, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 219-47-012G

That portion of the property described in Docket 12871, page 540, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southeast quarter of Section 34, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying south of a line that lies 150.00 feet north of and parallel with the south line of said Section.

SECONDARILY described as follows:

BEGINNING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 30 minutes 40 seconds West, a distance of 99.88 feet to a line 150.00 feet north of and parallel with the south line of said southeast quarter;

THENCE upon said line, North 89 degrees 24 minutes 02 seconds East, a distance of 347.70 feet to the east line of said property;

THENCE upon said east line, South 0 degrees 30 minutes 40 seconds East, a distance of 99.82 feet to the southeast corner of said property upon said north right-of-way;

THENCE upon said north right-of-way, South 89 degrees 20 minutes 39 seconds West, a distance of 80.68 feet;

THENCE continue upon said north right-of-way, South 89 degrees 24 minutes 20 seconds West, a distance of 267.02 feet to the **POINT OF BEGINNING.**

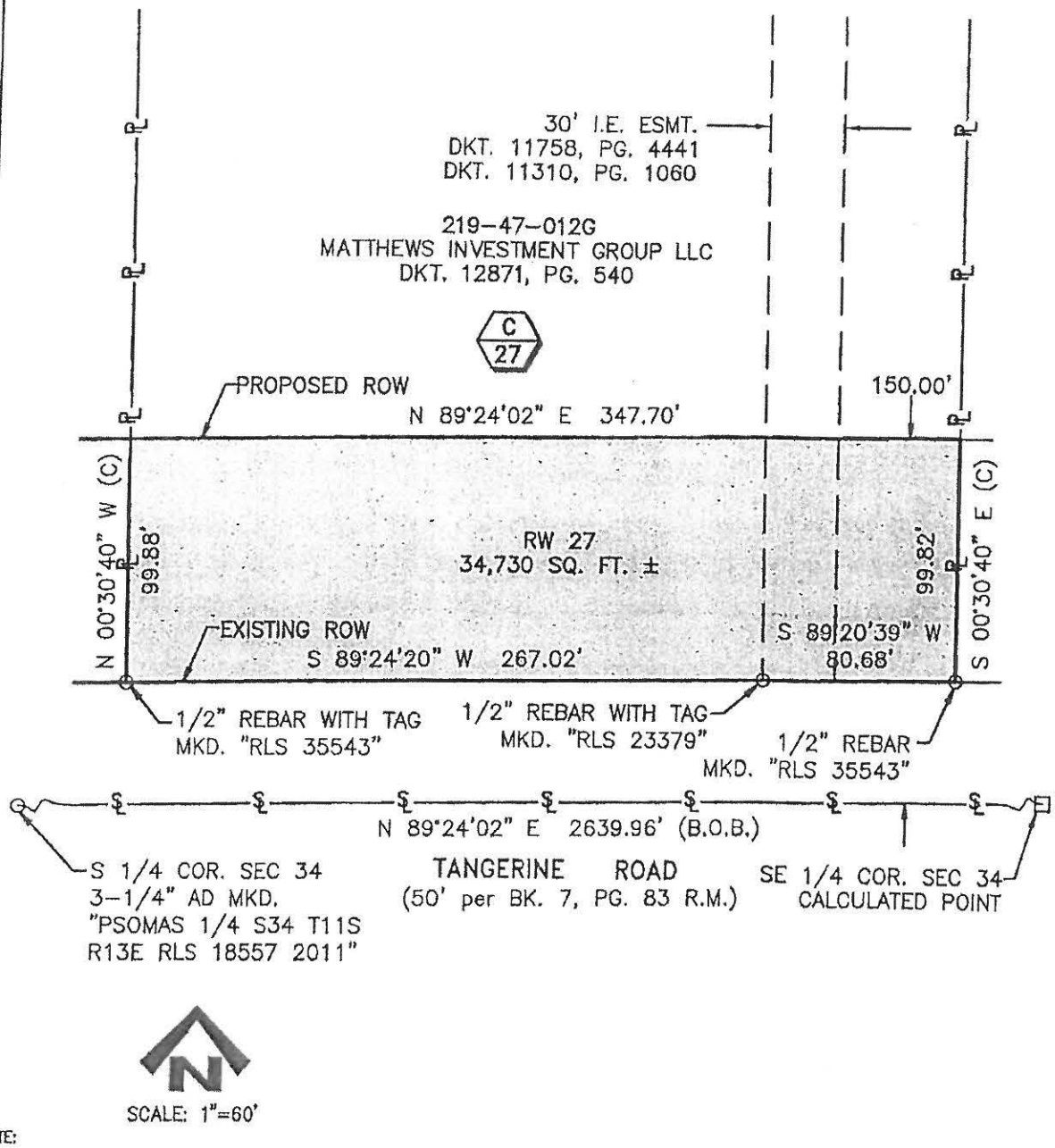
As a corollary, containing approximately 34,730 square feet.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

RW-26



SCALE: 1"=60'

NOTE:

THE SECONDARY DESCRIPTION AND DEPICTION ARE SECONDARY TO THE PRIMARY PROPERTY DESCRIPTION AND IS INCLUDED AS AN AID TO DETERMINING THE AREA OF THE PROPERTY DESCRIBED. DIMENSIONS SHOWN ARE A MIXTURE OF RECORD, SURVEYED AND CALCULATED DATA. RECORD INFORMATION WAS COMPILED FROM TOWN OF MARANA RIGHT-OF-WAY PLAN NO. 2013-007, PROJECT NO. ST021, TANGERINE ROAD CORRIDOR, AND PUBLIC RECORDS IN THE OFFICE OF THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, PARTICULARLY IN SEQ. 20122980200, AND THE VESTING DEED OF THE SUBJECT PROPERTY.

PSOMAS 333 E. Wetmore Road, Suite 450, Tucson, AZ 85705 Tel(520) 292-2300 7TMA130101	EXHIBIT "B" PIMA COUNTY TAX PARCEL 219-46-023A RIGHT-OF-WAY SE 4, SEC. 34, T11S, R13E GILA & SALT RIVER MERIDIAN, PIMA COUNTY, AZ DATE: 7/30/2015 DRAWN BY: CL	RW 27 *EXHIBIT* (2/2)

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July 15, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 219-47-012F

That portion of the property described in Docket 12871, page 537, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southeast quarter of Section 34, Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying south of a line that lies 150.00 feet north of and parallel with the south line of said Section.

SECONDARILY described as follows:

BEGINNING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 29 minutes 52 seconds West, a distance of 99.97 feet to a line 150.00 feet north of and parallel with the south line of said southeast quarter;

THENCE upon said line, North 89 degrees 24 minutes 02 seconds East, a distance of 362.92 feet to the east line of said property;

THENCE upon said east line, South 0 degrees 30 minutes 40 seconds West, a distance of 99.98 feet to the southeast corner of said property upon said north right-of-way;

THENCE upon said north right-of-way, South 89 degrees 23 minutes 12 seconds West, a distance of 362.95 feet to the **POINT OF BEGINNING.**

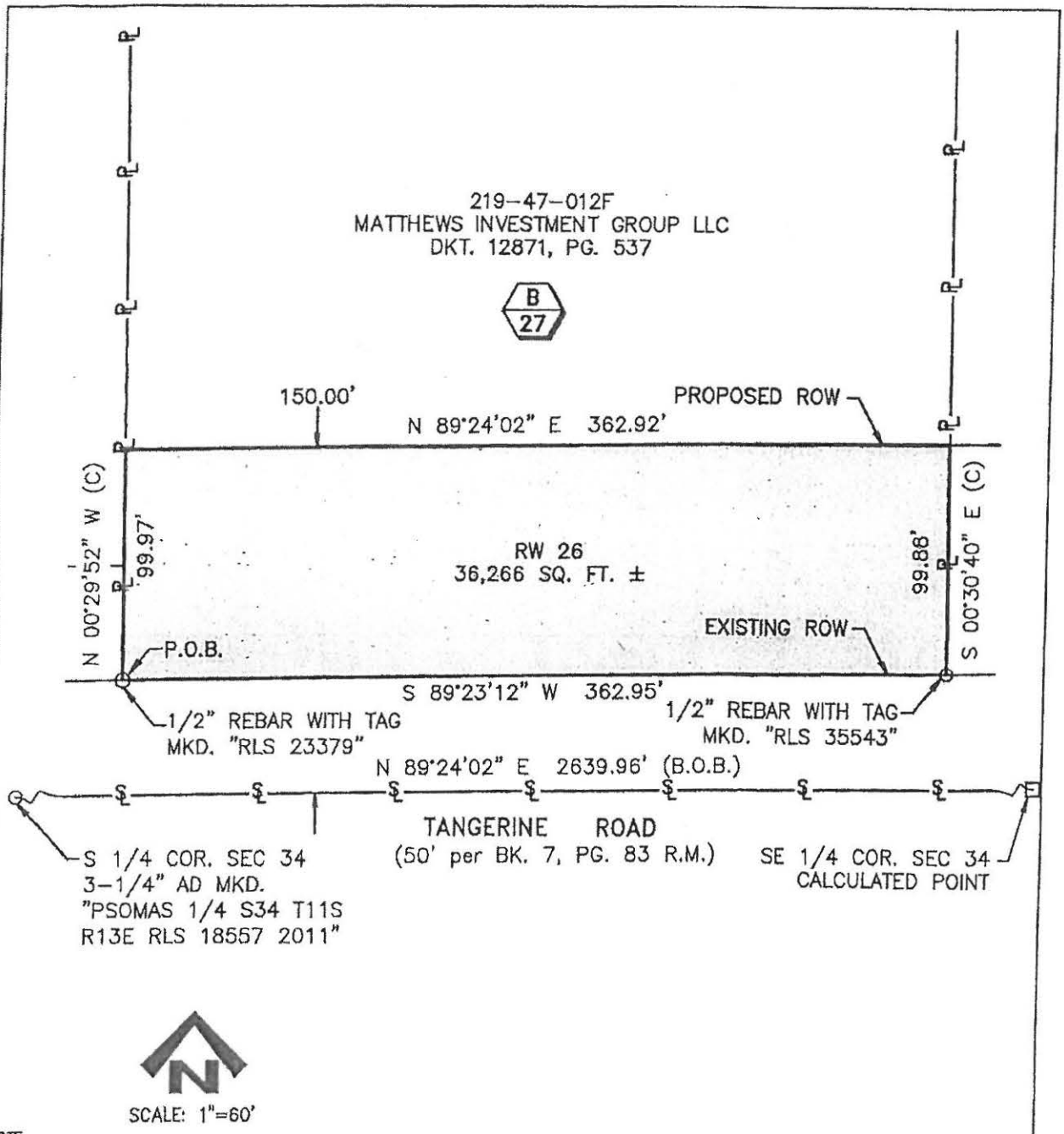
As a corollary, containing approximately 36,266 square feet.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

RW-26



NOTE:

THE SECONDARY DESCRIPTION AND DEPICTION ARE SECONDARY TO THE PRIMARY PROPERTY DESCRIPTION AND IS INCLUDED AS AN AID TO DETERMINING THE AREA OF THE PROPERTY DESCRIBED. DIMENSIONS SHOWN ARE A MIXTURE OF RECORD, SURVEYED AND CALCULATED DATA. RECORD INFORMATION WAS COMPILED FROM TOWN OF MARANA RIGHT-OF-WAY PLAN NO. 2013-007, PROJECT NO. ST021, TANGERINE ROAD CORRIDOR, AND PUBLIC RECORDS IN THE OFFICE OF THE PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, PARTICULARLY IN SEQ. 20122980200, AND THE VESTING DEED OF THE SUBJECT PROPERTY.

PSOMAS 333 E. Wetmore Road, Suite 450, Tucson, AZ 85705 Tel(520) 292-2300 7TMA130101	TANGERINE ROAD EXHIBIT MATTHEWS INVESTMENT GROPU LLC T.O.M. PROJECT No.: ST021 APN: 219-47-012F DATE: 7/15/2015 DRAWN BY: CL	RW 26 SE4 SEC. 34 T11S R13E *EXHIBIT* PG. 2 OF 2

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Council-Regular Meeting **A3**

Meeting Date: 04/05/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: April 5, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community Principle Statement 3/ We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses. Initiative 12 (part): Align future infrastructure expansion with planned and/or complementary capital improvement projects.

Subject: Resolution No. 2016-034: Relating to Public Works; approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Daniel Heffelfinger for the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

Discussion:

This is an acquisition for the Tangerine Corridor project. The particulars of this deal are set forth in the acquisition agreement found in the backup materials. Town staff is available to justify and explain the proposed acquisition price and negotiations in an executive session, also scheduled for tonight's agenda in the event the Council requests it.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$36,400

The proposed acquisition amount is $35,000. The closing costs (payable by the Town) are not anticipated to exceed $1,400.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-034, approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Daniel Heffelfinger for the Tangerine Corridor project.

Suggested Motion:

I move to adopt Resolution 2016-034, approving and authorizing the Town Engineer to execute an Acquisition Agreement & Administrative Settlement and all other documentation necessary for the purchase of property rights needed from Daniel Heffelfinger for the Tangerine Corridor project.

Attachments

Resolution No. 2016-034

Exhibit A Heffelfinger Agreement

MARANA RESOLUTION NO. 2016-034

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE AN ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT AND ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM DANIEL HEFFELFINGER FOR THE TANGERINE CORRIDOR/TANGERINE ROAD, TWIN PEAKS TO LA CAÑADA DRIVE, TOWN OF MARANA PROJECT NO. ST021

WHEREAS the Town of Marana is constructing the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021, (the "Tangerine Road Project"); and

WHEREAS the Town of Marana needs to acquire property rights from Daniel Heffelfinger to construct the improvements needed for the Tangerine Road Project (the "Needed Property"); and

WHEREAS Town staff has negotiated an Acquisition Agreement & Administrative Settlement with Daniel Heffelfinger for acquisition of the Needed Property, the terms of which exceed Town staff's general authority for acquisition of property rights needed for the Tangerine Road Project; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Town Engineer to execute the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and to execute all other documentation necessary for the purchase of the Needed Property from Daniel Heffelfinger for the Tangerine Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 5th day of April, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA

ENGINEERING DEPARTMENT

ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT

This Agreement is made by and between **Daniel Heffelfinger, a single man** ("Owner"), and the **Town of Oro Valley**, an Arizona municipal corporation ("Town") by the **Town of Marana**, an Arizona municipal corporation, and lead agency.

1. **Property and Acquisition Amount.** The Owner owns the property described in instrument recorded on August 1, 2014, in sequence No. 2014-2130255 in the Pima County Recorder's Office, including all improvements located thereon (the "Property"). The Town has determined the need to acquire fee title to public rights-of-way (the "Acquisition Area"), described in Exhibit "A" and shown on Exhibit "B". In lieu of court proceedings to acquire the Acquisition Area by eminent domain, the Owner agrees to sell and the Town agrees to acquire fee title to the Acquisition Area for the total sum of **$35,000.00** (the "Revised Acquisition Amount"), subject to the terms and conditions set forth below:

$35,000.00	Revised Acquisition Amount
$1,400.00	Estimated Closing Costs
$36,400.00	**Total Not to Exceed Amount**

2. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements located on the Acquisition Area prior to close of escrow.

3. **Warranty Deed Document.** Upon execution of this Agreement the Owner shall deposit with the Town a Warranty Deed conveying to the Town title to the Acquisition Area free and clear of all liens and encumbrances.

4. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, vegetation, located within the Acquisition Area. Personal property may be removed prior to close of escrow..

5. **Escrow and Prorations.** The Acquisition Amount shall be paid in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Acquisition Area. Taxes will be prorated based upon the proportion of the Acquisition Area to the Owner's entire assessed parcel.

6. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. Owner shall obtain from the Lienholders releases for any fee transfer and consents for any transfer of an easement for the Acquisition Area.

7. **Possession and Closing.** Possession of the Acquisition Area shall be given to the Town at the date of closing. Closing shall be on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

8. **Environmental Representations.** The Town and the Owner agree that neither party is assuming any obligation of the other party relating to any potential liability arising from the environmental condition of the Acquisition Area.. Each party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of Owner's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

9. **Environmental Inspection Rights.** The Owner shall permit the Town to conduct such inspections of the Property as the Town deems necessary to determine the environmental condition of the Acquisition Area. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Town. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up, the Owner shall remediate all contamination within the Acquisition Area adequate to bring it into compliance with all applicable Federal, State or local environmental regulations prior to Closing or the Town may terminate this agreement.

10. **No Leases.** The Owner warrants that there are no oral or written leases on all or any portion of the Acquisition Area.

11. **Broker's Commission.** No broker or finder has been used and the Town shall owe no brokerage or finders' fee related to this transaction. The Owner has sole responsibility to pay all brokerage or finders' fees to any agent employed.

12. **Closing Costs.** Expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy, shall be paid by the Town.

13. **Right of Entry.** This agreement grants the Town, its employees, agents, and consultants, the right to enter the Property effective as of the date this agreement is signed on behalf of the Owner, which shall terminate when the Town takes title to the Acquisition Area or in 180 days, whichever occurs first.

14. **No Sale.** Owner shall not sell or encumber the Acquisition Area prior to close of escrow.

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 which provides for cancellation of contracts by the Town of Marana for certain conflicts of interest.

16. **Survival of Representation and Warranties.** All representations and warranties contained herein shall survive close of escrow.

17. **Entire Agreement.** This signed document shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by both parties. The performance of this Agreement constitutes the entire consideration by the Town, including just compensation for the Acquisition Area and severance damages to any remainder property and shall relieve the Town of all further obligation or claims relating to Property.

18. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.

19. **Compromise and Settlement.** The parties to this Agreement acknowledge that the Acquisition Amount is not necessarily market value, but was agreed through compromise and settlement to avoid litigation.

20. **Council Approval**. This Agreement is subject to approval by the Town Council of the Town of Marana.

Daniel Heffelfinger, a single man

By_____

Town of Marana, an Arizona municipal corporation

_____
Keith Brann, P.E. CFM
Town Engineer

Date:_____

Approved as to form:

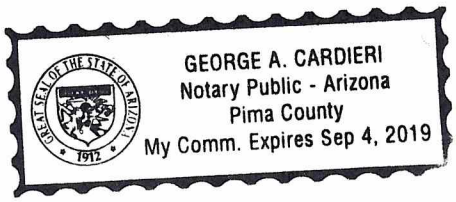
_____
Frank Cassidy, Town Attorney

STATE OF Arizona)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 29th day of February, 2016 by Daniel Heffelfinger.

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

{SEAL}



Greg Cardieri
Notary Public

Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2014
S33 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-41-0160	Acquisition Agreement for Daniel Heffelfinger

December 8, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 219-41-0160

That portion of the property described in Sequence 20142130255, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southwest quarter of Section 33 of Township 11 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying south of a line that lies 150.00 feet north of and parallel with the south line of said Section.

SECONDARILY described as follows:

BEGINNING at the southwest corner of said property, upon the north right-of-way of Tangerine Road;

THENCE upon the west line of said property, North 0 degrees 24 minutes 41 seconds West, a distance of 100.06 feet to a line 150.00 feet north of and parallel with the south line of said southwest quarter;

THENCE upon said line, North 89 degrees 21 minutes 38 seconds East, a distance of 202.95 feet;

THENCE continue upon said line, North 89 degrees 23 minutes 37 seconds East, a distance of 95.66 feet to the west line of said property;

THENCE upon said west line, South 0 degrees 25 minutes 34 seconds East, a distance of 100.00 feet to the southeast corner of said property upon the north right-of-way of Tangerine Road;

THENCE upon said north right-of-way, South 89 degrees 23 minutes 24 seconds West, a distance of 95.33 feet;

THENCE continue upon said north right-of-way, South 89 degrees 20 minutes 43 seconds West, a distance of 203.30 feet to the **POINT OF BEGINNING.**

As a corollary, containing approximately 29,867 square feet.

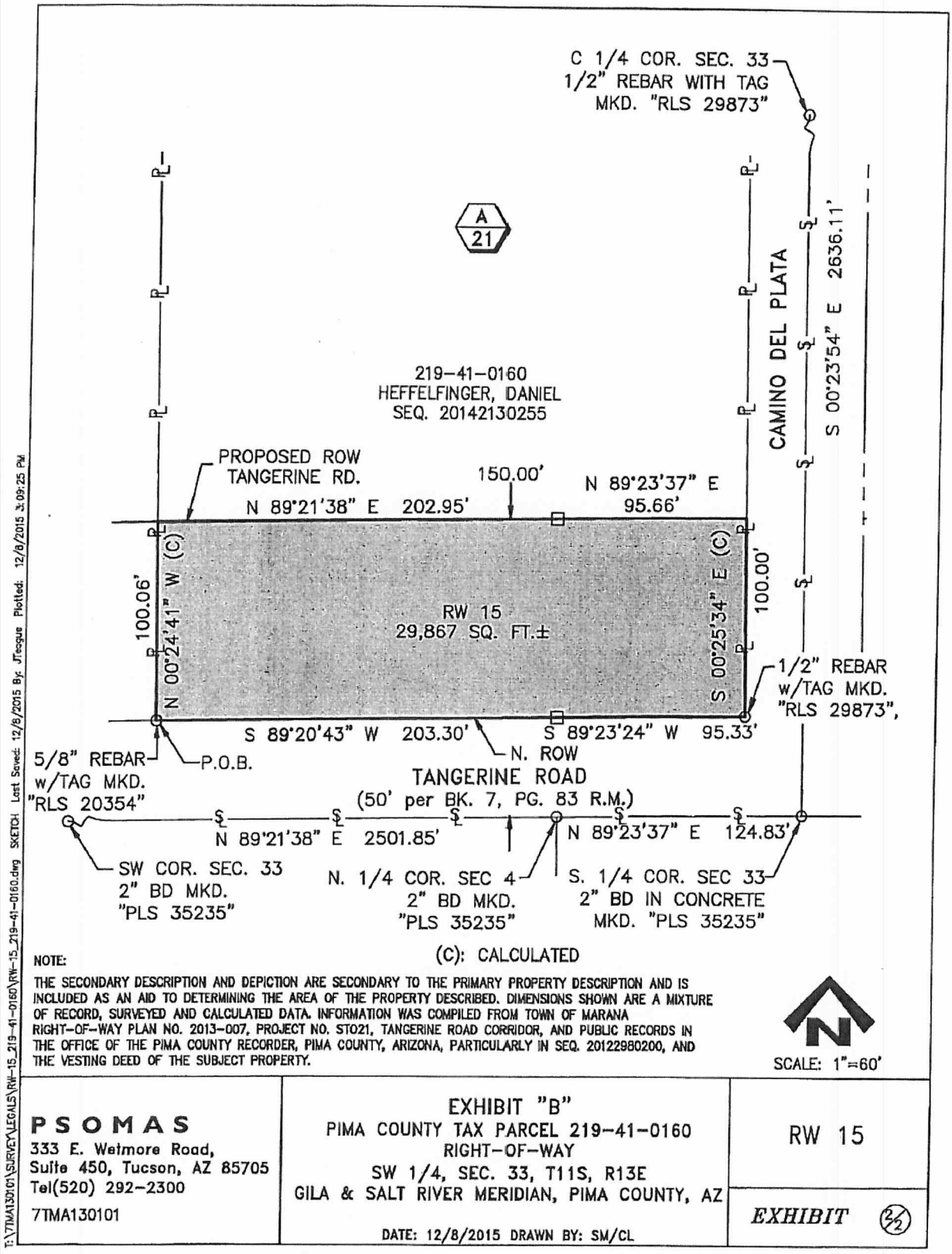
See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16

RW 15

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Marana Mayor and Council Approval:	Resolution No.: 2014-089, Dated Oct. 7, 2014
S33 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-41-0160	Acquisition Agreement for Daniel Heffelfinger