MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 3, 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 May 3, 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

1 Proclaiming May 2016 as Advocates for Individuals with Disabilities Month (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Parks and Recreation; presentation and discussion regarding the update to the Town of Marana 2010 Parks, Recreation, Trails, and Open Space Master Plan (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. 2016-042; Resolution of the Mayor and Common Council of Town of Marana, Arizona authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Sixth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (Jane Fairall)

C2 Resolution No. 2016-043: Relating to Real Estate; authorizing the Town Manager to execute the deed and all other documents necessary or prudent in connection with the sale of the Dong remnant, as approved for auction by Council action on August 4, 2015 (Frank Cassidy)

C3 Resolution No. 2016-044: Relating to Public Works; authorizing the acquisition by negotiation or condemnation of lands and property rights needed for the Santa Cruz River Shared Use Path El Rio Park to Avra Valley Road, Town of Marana Project No. PK013 (Frank Cassidy)

C4 Approval of the April 19, 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 Hien Trong Ma on behalf of Miss Saigon Restaurant located at 8225 N. Courtney Page Way #191 Marana, Arizona 85741 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

B1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Spring 2016 Marana Citizens' Forum on the topic "Development Services Process Improvement Initiative" (Jocelyn C. Bronson)

COUNCIL ACTION

A1 Resolution No. 2016-045: 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 Stephen K. Jainarine and Maria C. Jainarine for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

A2 Resolution No. 2016-046: Relating to Parks and Recreation; naming the new community park located near Tangerine Road, Camino de Mañana, and Camino de Oeste (Cynthia Nemeth-Briehn)

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)(3) and (4) to receive legal advice and consult with the Town's attorneys regarding the lawsuit entitled Mario Valencia v. Town of Marana, et al, United States District Court No. CV-00087-RCC.

E3 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 Tangerine Road right-of-way acquisition and settlement agreement with Stephen K. Jainarine and Maria C. Jainarine (see item A1 on tonight's agenda)

E4 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the pending bankruptcy case filed by Rancho Palomita Advisors, LLC, Case No. 4:16-bk-04036-SHG and the Town's security interest in the Tangerine Commerce Park property (Pima County Recorder's office Sequence 20142260254)

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 **1**

Meeting Date: 05/03/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Records Administrator

Date: May 3, 2016

Subject: Proclaiming May 2016 as Advocates for Individuals with Disabilities Month (Jocelyn C. Bronson)

Attachments

Advocates for Individuals with Disabilities Month Proclamation

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PROCLAMATION
Advocates for Individuals with Disabilities 2016

WHEREAS Advocates for Individuals with Disabilities and AID.org Foundation bring awareness of Americans with Disabilities Act (ADA) through education, compliance and generous giving; and

WHEREAS nearly one in five people in the U.S. have a disability; and

WHEREAS students with disabilities have lower rates of participation in after-school activities, leading to decreased socialization and leadership development; and

WHEREAS local, regional and federal agencies, along with businesses and the private sector are working with AID.org to improve the quality of life of persons living with a disability; and

WHEREAS increased education, compliance and kindness is needed to create civil rights for the largest minority group in the U.S. to end discrimination against those with disabilities.

NOW, THEREFORE, the Mayor and Council of the Town of Marana proclaim and recognize

May, 2016 as Advocates for Individuals with Disabilities month

and urge all Marana citizens to be mindful of the challenges facing individuals who have a disability regardless of race, ethnicity or gender.

Dated this 3rd day of May, 2016.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **P1**

Meeting Date: 05/03/2016

To: Mayor and Council

From: Cynthia Nemeth-Briehn, Interim Parks & Recreation Director

Date: May 3, 2016

Strategic Plan Focus Area:
Community, Recreation

Strategic Plan Focus Area Additional Info:
Recreation Principle Statement 1-We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.

Initiative 4. Review and update the Parks Master Plan, aligning the plan with the Town's strategic vision related to recreation.

Subject: Relating to Parks and Recreation; presentation and discussion regarding the update to the Town of Marana 2010 Parks, Recreation, Trails, and Open Space Master Plan (Cynthia Nemeth-Briehn)

Discussion:

Background

The Town Council adopted the Parks, Recreation, Trails and Open Space Master Plan in October 2010. The seven major areas addressed by the plan were open space, park system, trail system, programs, special events, facilities maintenance and operations, and finance and plan implementation. The plan outlined goals, policies, action strategies and direction for the next ten years. The plan prescribed an update after five years.

Master Plan Update

The Planning Department and Parks & Recreation Department entered into a collaborative agreement with the University of Arizona College of Architecture, Planning and Landscape Architecture (CAPLA) to assist with the five-year update. The interdisciplinary group of graduate, professional students consists of planners, landscape architects, and architects. The team

was charged with inventorying, evaluating and updating the Town's existing green infrastructure; conducting and analyzing the results of a public outreach campaign; and, proposing a branding solution to uniquely identify Marana through park and street furnishings and wayfinding signage.

The project will culminate with a spatial analysis of Marana's open space, parks and trail system. An analysis of program offerings and survey results, and a draft strategic plan for the next five years will also be delivered to the Town. These deliverables will be included in the final Master Plan update. In addition, the students will deliver a design and branding pamphlet that offers ideas for creating a unique brand for Marana parks.

Next Steps

During this Council session, representatives of the student group will present their project. The students' work will become a significant component of the Master Plan update. The update is anticipated to be complete this summer at which time it will be brought to Council for consideration and possible approval.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 05/03/2016

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: May 3, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-042; Resolution of the Mayor and Common Council of Town of Marana, Arizona authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Sixth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (Jane Fairall)

Discussion:

To purchase the Marana Operations Center (MOC), located at 5100 W. Ina Road, the Town used a portion of the proceeds from Marana Municipal Property Corporation (MMPC) bond sales. The Town put title to the MOC property into the name of the MMPC and entered into a leaseback to fund the repayment of the bonds.

As a part of the construction of the new Ina Road/I-10 traffic interchange, the Arizona Department of Transportation (ADOT) needs to acquire a small portion of the MOC property, and has made an offer to purchase the property from the Town. The Town Council accepted ADOT's offer of compensation at its January 19, 2016 meeting. Subsequent title work revealed that the portion of the property that ADOT needs is subject to the lease arrangement between the Town and the MMPC.

In consultation with bond counsel, the Town has determined that the southern 30 feet of the MOC property should be released from the terms and provisions of the lease between the Town and MMPC and deeded, via quit claim deed, back to the Town. Approval of the attached Sixth Amendment to the lease agreement will accomplish this. The Town may then proceed with conveyance of the necessary property rights to ADOT for the Ina Road/I-10 project.

Financial Impact:

This amendment to the lease will not have an impact on the overall security or structure of payment obligations under the lease, as amended.

Staff Recommendation:

Staff recommends approval of the sixth amendment to the lease between the Town and the MMPC, releasing the south 30 feet of the MOC property.

Suggested Motion:

I move to adopt Resolution No. 2016-042: Authorizing the execution and delivery by the Town and the Town of Marana Municipal Property Corporation of a Sixth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease.

Attachments

Resolution 2016-042 6th Amendment to MMPC Lease

6th Amendment to lease

Quit Claim Deed

MARANA RESOLUTION NO. 2016-042

RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF TOWN OF MARANA, ARIZONA AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN AND THE TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION OF A SIXTH AMENDMENT TO AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE

WHEREAS, the Town of Marana Municipal Property Corporation (the "Corporation") was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any civic or charitable purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment or other real and personal properties suitable for use by and for leasing to the Town of Marana, Arizona (the "Town"), or its agencies or instrumentalities; and

WHEREAS, the Town heretofore determined that it was beneficial to its citizens (i) to acquire the water system owned by Clifford Ray Honea and Ethel Wynema Honea, husband and wife, doing business as Honea Water Company (the "First Water System"), consisting of certain real property and certain personal property (the "Initial First Water System Improvements") with respect to the First Water System and (ii) to acquire the facility presently being used as the municipal complex for the Town (the "Municipal Complex"), consisting of certain other real property and to make certain necessary improvements to the First Water System (the "New First Water System Improvements" and collectively, with the Initial First Water System Improvements, the "First Water System Improvements" and the acquisition of the First Water System, the acquisition of the Municipal Complex and the making of the New First Water System Improvements, collectively, the "First Project"); and

WHEREAS, the Corporation assisted the Town in financing the First Project; and

WHEREAS, in order to finance the costs of the First Project, the Corporation issued its $280,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1990, dated as of March 1, 1990 its $315,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1992, dated as of June 1, 1992 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Town further heretofore determined that it was beneficial to its citizens (i) to refinance the Outstanding Bonds and (ii)(A) to acquire the water systems known as "Cortaro Marana," "Marana Water Service," "Tucson Water," "Lynn Lee" and "KLOS"

(collectively, the "Second Water Systems"), consisting of certain real property and certain personal property (the "Second Water Systems Improvements" and collectively, with the First Water System Improvements, the "Water System Improvements") with respect to the Second Water Systems and (B) to (I) make certain improvements to the Water System Improvements, (II) make certain road and related improvements, (III) acquire certain real property upon which to construct a town hall (the "Town Hall Property") and (IV) acquire a modular building (the "Modular Building"), the property described in clauses (B)(I), (II) and (IV) being as described on Exhibit E attached to the hereinafter described Base Town Lease and collectively, with the acquisition of the Second Water Systems and the project described in clause (B)(II), being referred to herein as the "Second Project"; and

WHEREAS, the Corporation assisted the Town in refinancing the Outstanding Bonds and in financing the Second Project; and

WHEREAS, in order to refinance the Outstanding Bonds and to finance the costs of the Second Project, the Corporation issued its $8,175,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1997, dated as of October 1, 1997 (the "Series 1997 Bonds"); and

WHEREAS, the Town further heretofore determined that it was beneficial to its citizens (i) instead of acquiring the water systems known as "Tucson," "Lynn Lee" and "KLOS," to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto, along with approximately $260,000 of proceeds of the sale of the Series 1997 Bonds which remained after the acquisition of the Town Hall Property, to certain road projects and (ii) instead of acquiring the Modular Building, to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto to certain tenant improvements to a building being leased by the Town; and

WHEREAS, pursuant to a First Amendment to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip a municipal complex on the Town Hall Property (the "Third Project"); and

WHEREAS, the Corporation assisted the Town in financing the Third Project; and

WHEREAS, in order to finance the costs of the Third Project, the Corporation issued its Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2000, dated as of February 1, 2000 (the "Series 2000 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2000 Bonds, the Corporation entered into a First Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000 (the "First Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Third Project (the "Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Third Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to use a portion of the remaining proceeds of the sale of the Series 2000 Bonds to acquire certain property to serve as an operations center for the Town (the "Operations Center Property") and to include such property as part of the property which is the subject of the First Supplement to Base Town Lease; and

WHEREAS, pursuant to a Combined Operations Center Property Ground Lease and Second Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Base Town Lease), dated as of April 1, 2002, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the First Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, thereafter the Town determined for the benefit of its citizens that a portion of the Operations Center Property and a portion of the Municipal Complex Real Property should be released from the terms and provisions of the First Supplement to Base Town Lease affecting it and that other property transferred to the Corporation should be made a part of the Town Hall Property pursuant to a Third Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Town Base Lease), dated as of September 1, 2003, by and between the Corporation, as lessor, and the Town, as Lessee, and;

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, additional parts of the new municipal complex on the Town Hall Property (the "Fourth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Fourth Project; and

WHEREAS, in order to finance the costs of the Fourth Project, the Corporation issued its $19,700,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2003, dated as of September 1, 2003 (the "Series 2003 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, the Corporation entered into the Second Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2003 (the "Second Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fourth Project (the "Additional Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Additional Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fourth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, final parts of the new municipal complex on the Town Hall Property (the "Fifth Project") and to refinance a portion of the bonds heretofore issued by the Corporation (the "Bonds Being Refunded"); and

WHEREAS, the Corporation assisted the Town in financing the Fifth Project and refinancing the Bonds Being Refunded (the "Second Refunding"); and

WHEREAS, in order to finance the costs of the Fifth Project and the Second Refunding, the Corporation issued its $8,675,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2004, dated as of August 1, 2004 (the "Series 2004 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2004 Bonds, the Corporation entered into the Third Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2004 (the "Third Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fifth Project (the "Final Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Final Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fifth Project and provide for matters related to the Second Refunding; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, extensions and additions to the sewer lines and interceptors in Silverbell Road and to the Town's Airport, extensions and improvements to Camino de Marana and Dove Mountain Roads and improvements to Cortaro Silverbell District Park as well as other sewer, transportation and park projects (the "Sixth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Sixth Project; and

WHEREAS, in order to finance the costs of the Sixth Project, the Corporation issued its $39,790,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2008, dated August 13, 2008 (the "Series 2008 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2008 Bonds, the Corporation entered into the Combined Cortaro Silverbell District Park Ground Lease and Fourth Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2008 (the "Fourth Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the First Water System Real Property, the Municipal Complex Real Property, the First Water System Improvements, the Second Water System Real Property, the Second Water System Improvements, the Town Hall Property, the Town Hall Improvements, the Additional Town Hall Improvements and the Final Town Hall Improvements and the Operations Center Property (collectively, the "Existing Leased Property") to the Town, leased back the real property described as "Cortaro Silverbell Park Property," ground leased by the Town to the Corporation pursuant thereto and leased the Sixth Project to the Town and (ii) the Town (A) ground leased the Cortaro Silverbell Park Property to the Corporation and leased the same back from the Corporation, extended the lease of the Existing Leased Property from the Corporation and lease the Sixth Project from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Sixth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to add another part to the Sixth Project; and

WHEREAS, pursuant to a Fourth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease as supplemented by First, Second, Third and Fourth Supplements to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2009 (the "Fourth Amendment to Base Town Lease"), by and between the Corporation, as lessor, and the Town, as lessee, an amendment was made to the Fourth Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens that another portion of the Existing Leased Property should be released from the terms and provision of the Fourth Supplement to Base Town Lease affecting it pursuant to a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease as supplemented by First, Second, Third and Fourth Supplements to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2015 (the "Fifth Amendment to Base Town Lease"), by and between the Corporation, as lessor, and the Town, as lessee; and

WHEREAS, the Series 1997 Bonds, the Series 2000 Bonds, the Series 2003 Bonds, the Series 2004 Bonds, the Series 2008 Bonds and

any additional obligations on a parity therewith shall be secured by a Trust Indenture, dated as of October 1, 1997, as supplemented by a Series 2000 Supplemental Trust Indenture, dated as of February 1, 2000, a Series 2003 Supplemental Trust Indenture, dated as of September 1, 2003, a Series 2004 Supplemental Trust Indenture, dated as of August 1, 2004, and a Series 2008 Supplemental Trust Indenture, dated as of August 1, 2008 (collectively, the "Indenture"), from the Corporation to Norwest Bank Arizona, N.A. (now Wells Fargo Bank Arizona, N.A., as trustee (the "Trustee"), pursuant to which is pledged, among other things, rental payments made pursuant to the Base Town Lease, the First Supplement to Base Town Lease, the Second Supplement to Base Town Lease, the Third Supplement to Base Town Lease and the Fourth Supplement to Base Town Lease; and

WHEREAS, pursuant to Section 11.08 of the Indenture, the Corporation will not, without written consent of the Trustee, alter, modify or cancel, or agree or consent to alter, modify or cancel, the Fourth Supplement to Base Town Lease or any other agreements theretofore or thereafter entered into by the Corporation which relate to or affect the security of the Series 2008 Bonds, but with the written consent of the Trustee, may consent to alterations and modifications thereof, provided that no such alterations or modifications will decrease the amounts available for payment of the Series 2008 Bonds or will render the income of the Corporation or the interest on the Series 2008 Bonds taxable to the recipient, and provided further that prior to giving its consent with respect to an alteration or modification of the Fourth Supplement to Base Town Lease, the Trustee shall obtain an opinion of counsel or financial consultant selected by the Trustee that the proposed alteration or modification will not be materially adverse to the interests of the owners of the Series 2008 Bonds, will not decrease the amounts of available for payment of the Series 2008 Bonds and will not render the income of the Corporation or the interest on the Series 2008 Bonds taxable under the income tax laws of the United States of America; and

WHEREAS, pursuant to a Sixth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Base Town Lease, the Second Supplement to Base Town Lease, the Third Supplement to Base Town Lease and the Fourth Supplement to Base Town Lease), to be dated as of May 3, 2016 (the "Sixth Amendment to Base Town Lease"), by and between the Corporation and the Town, among other things, an amendment is being made to the Fourth Supplement to Base Town Lease; and

WHEREAS, there have been placed on file with the Clerk of the Town and presented at the meeting at which this Resolution was adopted the proposed form of the Sixth Amendment to Base Town Lease; and

WHEREAS, it is hereby determined that the Corporation was formed to assist the Town in financing its capital improvement projects at no profit to the Corporation and the Corporation has not and shall not make any profit by reason of the assistance it renders

the Town in connection with this Resolution and the Sixth Amendment to Base Town Lease;

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

Section 1. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by or at the direction of the Town and its officers directed toward the approval and authorization of the execution and delivery of the Sixth Amendment to Base Town Lease are hereby approved and ratified.

Section 2. The form, terms and provisions of the Sixth Amendment to Base Town Lease in substantially the form of such document (including the exhibits thereto) presented at the meeting at which this Resolution was adopted, is hereby approved, with such insertions, deletions and changes as are not inconsistent herewith and as are approved by the officers authorized to execute the documents (which approval will be conclusively demonstrated by their execution thereof), and the Mayor and Vice Mayor and Clerk of the Town are hereby authorized to execute and attest and deliver, respectively, the Sixth Amendment to Base Town Lease and the President or Vice President and Secretary of any other member of the Board of the Corporation are hereby authorized to execute and attest and deliver, respectively, the Sixth Amendment to Base Town Lease.

Section 3. The officers of the Town shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated thereby, including without limitation the execution and delivery of the closing and other documents required to be delivered in connection with the Sixth Amendment to Base Town Lease.

Section 4. This Resolution shall be and remain irrepealable until the Series 1997 Bonds, the Series 2000 Bonds, the Series 2003 Bonds, the Series 2004 Bonds and the Series 2008 Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Any provisions of any bylaws, orders, procedural pamphlets and resolutions inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any bylaw, order, procedural pamphlet or resolution or any part thereof.

Section 7. It is hereby found and determined that all formal actions of the Mayor and Common Council of the Town and its Board of Directors concerning and relating to the adoption of this

Resolution were adopted in an open meeting and that all deliberations that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements of the State of Arizona and the Town.

ADOPTED AND APPROVED this 3rd day of May, 2016.

By.....
Ed Honea, Mayor, Town of Marana, Arizona

ATTEST:

.....
Jocelyn C. Bronson, Town Clerk,
Town of Marana, Arizona

After recordation, please return to:

Michael Cafiso, Esq.
Suite 700
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SIXTH AMENDMENT
TO
AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE
AS SUPPLEMENTED BY FIRST, SECOND, THIRD AND FOURTH SUPPLEMENTS
TO AMENDED AND RESTATED
TOWN LEASE AND SERIES 1992 TOWN LEASE

This SIXTH AMENDMENT TO AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE AS SUPPLEMENTED BY FIRST, SECOND, THIRD AND FOURTH SUPPLEMENTS TO AMENDED AND RESTATED TOWN LEASE AND SERIES 1992 TOWN LEASE, dated as of May 3, 2016 (this "Sixth Amendment"), by and between TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, a nonprofit corporation incorporated and existing under the laws of the State of Arizona (the "Corporation"), and the TOWN OF MARANA, ARIZONA, a municipal corporation of the State of Arizona (the "Town");

W I T N E S S E T H:

WHEREAS, the Corporation was formed to transact any or all lawful business for which nonprofit corporations may be incorporated under the laws of the State of Arizona, including, without limiting the generality of the foregoing, any civic or charitable purpose such as financing the cost of acquiring, constructing, reconstructing or improving buildings, equipment or other real and personal properties suitable for use by and for leasing to the Town or its agencies or instrumentalities; and

WHEREAS, the Town heretofore determined that it was beneficial to its citizens (i) to acquire the water system owned by Clifford Ray Honea and Ethel Wynema Honea, husband and wife, doing business as Honea Water Company (the "First Water System"), consisting of the real property described on Exhibit A attached to the Amended and Restated Town Lease and Series 1992 Town Lease, dated as of October 1, 1997, as amended by this Series 2000 First Amendment (collectively, the "Base Town Lease"), by and between the Town and the Corporation (the "First Water System Real Property") and certain personal property (the "Ini-

tial First Water System Improvements") with respect to the First Water System and (ii) to acquire the facility presently being used as the municipal complex for the Town (the "Municipal Complex"), consisting of the real property described on Exhibit B attached to the Base Town Lease (the "Municipal Complex Real Property") and to make certain necessary improvements to the First Water System (the "New First Water System Improvements" and collectively, with the Initial First Water System Improvements, the "First Water System Improvements" and the acquisition of the First Water System, the acquisition of the Municipal Complex and the making of the New First Water System Improvements, collectively, the "First Project"); and

WHEREAS, the Corporation assisted the Town in financing the First Project; and

WHEREAS, in order to finance the costs of the First Project, the Corporation issued its $280,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1990, dated as of March 1, 1990, and its $315,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1992, dated as of June 1, 1992 (collectively, the "Outstanding Bonds"); and

WHEREAS, the Town further heretofore determined that it was beneficial to its citizens (i) to refinance the Outstanding Bonds and (ii) (A) to acquire the water systems known as "Cortaro Marana," "Marana Water Service," "Tucson Water," "Lynn Lee" and "KLOS" (collectively, the "Second Water Systems"), consisting of certain real property to be included as part of the Base Town Lease by amendment thereto when acquired as Exhibit C to the Base Town Lease (the "Second Water Systems Real Property") and certain personal property (the "Second Water Systems Improvements" and collectively, with the First Water System Improvements, the "Water System Improvements") with respect to the Second Water Systems and (B) to (I) make certain improvements to the Water System Improvements, (II) make certain road and related improvements, (III) acquire certain real property upon which to construct a town hall (the "Town Hall Property" and collectively with the First Water System Real Property, the Municipal Complex Real Property and the Second Water Systems Real Property referred to in the Base Lease as the "Real Property") to be included as part of the Base Town Lease by amendment thereto when acquired as Exhibit D to the Base Town Lease and, as since acquired, as described in Exhibit A attached hereto and (IV) acquire a modular building (the "Modular Building"), the property described in clauses (B)(I), (II) and (IV) being as described on Exhibit E attached to the Base Town Lease and collectively with the acquisition of the Second Water Systems, the Town Hall Property, the Modular Building and the project described in clause (B)(II) being referred to herein as the "Second Project"; and

WHEREAS, the Corporation assisted the Town in refinancing the Outstanding Bonds and in financing the Second Project; and

WHEREAS, in order to refinance the Outstanding Bonds and to finance the costs of the Second Project, the Corporation issued its $8,175,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 1997, dated as of October 1, 1997 (the "Series 1997 Bonds"); and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens (i) instead of acquiring the water systems known as "Tucson," "Lynn Lee" and "KLOS," to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto, along with approximately $260,000 of proceeds of the sale of the Series 1997 Bonds which remained after the acquisition of the Town Hall Property, to certain road projects and (ii) instead of acquiring the Modular Building, to apply the proceeds of the sale of the Series 1997 Bonds which were to be applied thereto to certain tenant improvements to a building being leased by the Town; and

WHEREAS, pursuant to a First Amendment to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip a municipal complex on the Town Hall Property (the "Third Project"); and

WHEREAS, the Corporation assisted the Town in financing the Third Project; and

WHEREAS, in order to finance the costs of the Third Project, the Corporation issued its Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2000, dated as of February 1, 2000 (the "Series 2000 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2000 Bonds, the Corporation entered into a First Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of February 1, 2000 (the "First Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Third Project (the "Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Third Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to use a portion of the remaining proceeds of the sale of the Series 2000 Bonds to acquire certain property to serve as an operations center for the Town (the "Operations

Center Property") and to include such property as part of the property which is the subject of the First Supplement to Base Town Lease; and

WHEREAS, pursuant to a Combined Operations Center Property Ground Lease and Second Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Base Town Lease), dated as of April 1, 2002, by and between the Corporation, as lessor, and the Town, as lessee, among other things, certain amendments were made to the First Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, thereafter the Town determined for the benefit of its citizens that a portion of the Operations Center Property and a portion of the Municipal Complex Real Property should be released from the terms and provisions of the First Supplement to Base Town Lease affecting it and that other property transferred to the Corporation should be made a part of the Town Hall Property pursuant to a Third Amendment to Amended and Restated Town Lease and Series 1992 Town Lease (as supplemented by the First Supplement to Town Base Lease), dated as of September 1, 2003, by and between the Corporation, as lessor, and the Town, as Lessee, and;

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, additional parts of the new municipal complex on the Town Hall Property (the "Fourth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Fourth Project; and

WHEREAS, in order to finance the costs of the Fourth Project, the Corporation issued its $19,700,000 Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2003, dated as of September 1, 2003 (the "Series 2003 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2003 Bonds, the Corporation entered into the Second Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2003 (the "Second Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fourth Project (the "Additional Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Additional Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fourth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, final parts of the new municipal complex on the Town Hall Property (the "Fifth Project") and to refinance a portion of

the bonds heretofore issued by the Corporation (the "Bonds Being Refunded"); and

WHEREAS, the Corporation assisted the Town in financing the Fifth Project and refinancing the Bonds Being Refunded (the "Second Refunding"); and

WHEREAS, in order to finance the costs of the Fifth Project and the Second Refunding, the Corporation issued its $8,675,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2004, dated as of August 1, 2004 (the "Series 2004 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2004 Bonds, the Corporation entered into the Third Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2004 (the "Third Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the Town Hall Property to the Town and leased improvements with respect to the Fifth Project (the "Final Town Hall Improvements") to the Town and (ii) the Town (A) extended the lease of the Town Hall Property from the Corporation and leased the Final Town Hall Improvements from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Fifth Project and provide for matters related to the Second Refunding; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to design, acquire, construct and equip, as the case may be, extensions and additions to the sewer lines and interceptors in Silverbell Road and to the Town's Airport, extensions and improvements to Camino de Marana and Dove Mountain Roads and improvements to Cortaro Silverbell District Park as well as other sewer, transportation and park projects (the "Sixth Project"); and

WHEREAS, the Corporation assisted the Town in financing the Sixth Project; and

WHEREAS, in order to finance the costs of the Sixth Project, the Corporation issued its $39,790,000 aggregate principal amount of Town of Marana Municipal Property Corporation Municipal Facilities Revenue Bonds, Series 2008, dated August 13, 2008 (the "Series 2008 Bonds"); and

WHEREAS, in connection with the issuance of the Series 2008 Bonds, the Corporation entered into the Combined Cortaro Silverbell District Park Ground Lease and Fourth Supplement to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of August 1, 2008 (the "Fourth Supplement to Base Town Lease"), with the Town pursuant to which (i) the Corporation extended the lease of the First Water System Real Property, the Municipal Complex Real Property, the First Water System Improvements, the Second Water System Real Property, the Second Water System Improvements, the Town Hall Property, the Town Hall Improvements, the Additional Town Hall Improvements and

the Final Town Hall Improvements described in Exhibit A hereto and the Operations Center Property (collectively, the "Existing Leased Property") to the Town, leased back the real property described in Exhibit A hereto as "Cortaro Silverbell Park Property," ground leased by the Town to the Corporation pursuant thereto and leased the Sixth Project to the Town and (ii) the Town (A) ground leased the Cortaro Silverbell Park Property to the Corporation and leased the same back from the Corporation, extended the lease of the Existing Leased Property from the Corporation and lease the Sixth Project from the Corporation and (B) as agent for the Corporation, agreed to design, acquire, construct and equip, as the case may be, the Sixth Project; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens to add another part to the Sixth Project; and

WHEREAS, pursuant to a Fourth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease as supplemented by First, Second, Third and Fourth Supplements to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2009 (the "Fourth Amendment to Base Town Lease"), by and between the Corporation, as lessor, and the Town, as lessee, an amendment was made to the Fourth Supplement to Base Town Lease for purposes of the foregoing; and

WHEREAS, the Town also further heretofore determined that it was beneficial to its citizens that another portion of the Existing Leased Property should be released from the terms and provision of the Fourth Supplement to Base Town Lease affecting it pursuant to a Fifth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease as supplemented by First, Second, Third and Fourth Supplements to Amended and Restated Town Lease and Series 1992 Town Lease, dated as of September 1, 2015 (the "Fifth Amendment to Base Town Lease"), by and between the Corporation, as lessor, and the Town, as lessee;

WHEREAS, the Town has determined for the benefit of its citizens that another portion of the Existing Leased Property described in Exhibit B hereto (the "Released Parcel") should be released from the terms and provisions of the Fourth Supplement to Base Town Lease affecting it pursuant to this Sixth Amendment;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The reference to "Existing Leased Property" in the Fourth Supplement to Base Town Lease shall not include the Released Parcel. (As a result of this exclusion, all right, title and interest of the Corporation in and to the Released Parcel shall be transferred to, and vested in, the Town, free from any lien or encumbrance created by or arising through the Corporation (including the Fourth Supplement to Base Town Lease).)

Section 2. Except as otherwise specifically provided herein, the Base Town Lease, the Second Amendment to Base Town Lease, the Fourth Supplement to Base Town Lease and the Fourth Amendment to Base Town Lease are hereby ratified and confirmed in all respects, and no merger of title or estates is intended hereby.

Section 3. This Sixth Amendment may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

IN WITNESS WHEREOF, the Corporation and the Town have caused their respective names to be signed hereto by their respective officers thereunto duly authorized, all as of the day and year first above written.

TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation

By.....
Carol McGorray, President

ATTEST:

.....
Lori Malangone, Secretary

TOWN OF MARANA, ARIZONA, a municipal corporation

By.....
Ed Honea, Mayor

ATTEST:

.....
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

.....
Frank Cassidy, Town Attorney

CONSENTED TO BY WELLS FARGO BANK,
N.A., AS TRUSTEE

By.....

Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the ..... day of ....., 2016, before me, the undersigned Notary Public, personally appeared Carol McGorray and Lori Malangone, who acknowledged themselves to be the President and Secretary, respectively, of the TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, an Arizona nonprofit corporation, and that they, as such officers, being authorized so to do, executed the foregoing Sixth Amendment for the purposes therein contained by signing the name of the corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....
Notary Public

My Commission Expires:

.....

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

On this, the ..... day of ....., 2016, before me, the undersigned Notary Public, personally appeared Ed Honea and Jocelyn C. Bronson, who acknowledged themselves to be the Mayor and Town Clerk, respectively, of the TOWN OF MARANA, ARIZONA, a municipal corporation, and that they, as such officers, being authorized so to do, executed the foregoing Sixth Amendment for the purposes therein contained by signing the name of the municipal corporation by themselves as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

.....
Notary Public

My Commission Expires:

.....

Notice required by A.R.S. Section 41-313: The foregoing notarial certificate(s) relate(s) to the Sixth Amendment to Amended and Restated Town Lease and Series 1992 Town Lease, dated May 3, 2016, executed by the Town of Marana Municipal Property Corporation, an Arizona nonprofit corporation, and the Town of Marana, Arizona, a municipal corporation (the "Notarized Document"). The Notarized Document contains a total of 24 pages.

EXHIBIT A

DESCRIPTION OF FIRST WATER SYSTEM REAL PROPERTY

The real property situate in Pima County, State of Arizona, more particularly described as follows:

Pump Station No. 1 comprising a lot whose Southwest corner is located approximately 140 feet East of the existing property line, THENCE 95 feet East, THENCE 150 feet North, THENCE 95 feet West, THENCE 150 feet South to the Southwest corner, as to be more specifically legally described by survey performed by purchaser prior to closing.

Pump Station No. 2 comprising all of Lot 51, Honea Heights Subdivision, being a subdivision of part of the N1/2 of the NW ¼ Section 33, T 11 S, R 11 E, G&SRB&M, Pima County, Arizona.

DESCRIPTION OF MUNICIPAL COMPLEX REAL PROPERTY

All that certain real property, situate in the County of Pima, State of Arizona, being a part of the Southeast quarter of the Northwest quarter of Section 27, Township 11 South, Range 11 East, G.&S.R.B.&M., more particularly described as follows:

Beginning at the survey monument marking the North quarter of said section 27;

THENCE South 00 deg. 14 min. 15 sec. East, a distance of 2629.68 feet to the East quarter corner of said section 27;

THENCE South 89 deg. 41 min. 25 sec. West, a distance of 30 feet to a point;

THENCE North 00 deg. 14 min. 15 sec. West, a distance of 25 feet to a point, said point being the True Point of Beginning;

THENCE South 89 deg. 41 min. 25 sec. West along a line parallel to the centerline of Barnett Road for a distance of 100.00 feet, to a point;

THENCE North 00 deg. 14 min. 15 sec. West along a line parallel to the centerline of Lon Adams Road for a distance of 466.69 feet to a point;

THENCE North 89 deg. 41 min. 25 sec. East along a line parallel to the centerline of Barnett Road for a distance of 100.00 feet to a point on the West right-of-way line of Lon Adams Road;

THENCE South 00 deg. 14 min. 15 sec. East along a line parallel to the centerline of Lon Adams Road a distance of 466.69 feet to the True Point of Beginning,

BUT NOT INCLUDING all of that portion of Northwest quarter (NW ¼) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Northwest Quarter (NW ¼) of Section;

THENCE S 89°18'55" W, (S 89°52'08"W recorded in Docket 11081, Page 1230), along the South line of said Northwest Quarter (NW ¼) a distance of 496.69 feet;

THENCE N 00°36'55"W, (N 00°03,43"W recorded in Docket 11081, Page 1230), a distance of 25.00 feet to a point on a line parallel with and 25.00 feet North of said South line, also being the North right-of-way line of Barnett Road;

THENCE S 89°18'55" W, (S 89°52'08"W recorded in Docket 11081, Page 1230), along said right-of-way line a distance of 479.02 feet to the point of beginning;

THENCE N 00036'55"W, (N 00°03'43"W recorded in Docket 11081, Page 1230), 272.81 feet;

THENCE N 44°26'48" E, 51.48 feet;

THENCE N 45°33'12" W, 58.64 feet to the West line of the parcel recorded in Docket 11081, Page 1230, said point herein referred to as Point "A";

THENCE S 00°36'55" E, (S 00°03'43" E recorded in Docket 11081, Page 1230), along said West line a distance of 350.69 feet to a point on said right-of-way line;

THENCE N 89°18'55" E, (N 89°52'08" E recorded in Docket 11081, Page 1230), along said right-of-way line a distance of 4.98 feet to the POINT OF BEGINNING, containing 3,062 square feet, more or less,

COMMENCING at the above referenced Point "A";

THENCE N 00°36'55" W, (N 00°03'43" W recorded in Docket 11081, Page 1230), along the West line of that Parcel recorded in Docket 11081, Page 1230, a distance 567.71 feet to the POINT OF BEGINNING;

THENCE continue N 00°36'55"W, (N 00°03'43"W recorded in Docket 11081, page 1230), along said West parcel line, a distance of 114.74 feet;

THENCE N 44°18'55,. E, 20.80 feet;

THENCE along a non-tangent curve to the left, having a radius of 50.00 feet, a central angle of 81°52'12", a radial line through said point bears S 44°18'55" W, for an arc length of 71.44 feet to a point of reverse curvature;

THENCE along said reverse curve to the right, having a radius of 50.00 feet, a central angle of 36°52'12", for an arc length of 32.18 feet to a point;

THENCE N 89°18'55" E, 148.10 feet;

THENCE along a non-tangent curve to the left, having a radius of 495.00 feet, a central angle of 12°54'58" a radial line through said point bears N 32°38'15'. W, for an arc length of 111.59 feet to a point of tangency;

THENCE S 44°26'48" W, 102.23 feet;

THENCE along a non-tangent curve to the left, having a radius of 85.00 feet, a central angle of 65°49'44", a radial line through said point bears N 32°23'18" E, for an arc length of 97.66 feet to a point of non-tangent line;

THENCE N 45°33'12" W, 8.81 feet to the POINT OF BEGINNING, Containing 0.51 acres, more or less,

AND INSTEAD INCLUDING all of that portion of Northwest Quarter (NW ¼) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Northwest Quarter (NW ¼) of Section;

THENCE S 89°18'55" W, (S 89°52'08" W recorded in Docket 11081, Page 1230), along the South line of said Northwest Quarter (NW ¼) a distance of 496.69 feet;

THENCE N 00°36'55" W, (N 00°03'43"W recorded in Docket 11081, Page 1230), a distance of 25.00 feet to a point on a line parallel with and 25.00 feet North of said South line, also being the North right-of-way line of Barnett Road;

THENCE S 89°18'55" W, (S 89°52'08" W recorded in Docket 11081, Page 1230), along said right-of-way line a distance of 479.02 feet;

THENCE N 00°36'55" W, (N 00°03'43"W recorded in Docket 11081, Page 1230), a distance of 272.81 feet;

THENCE N 44°26'48" E, 51.48 feet;

THENCE N 45°33'12" W, 58.64 feet to the West line of the Parcel recorded in Docket 11081, page 1230, being the point of beginning;

THENCE continue N 45°33'12" W, 237.71 feet;

THENCE N 44°26'48" E, a distance of 237.19 feet to a point on the West line of said parcel;

THENCE S 00°36'55" E, along said line a distance of 380 feet to the POINT OF BEGINNING, containing 28,191 square feet, more less.

DESCRIPTION OF SECOND WATER SYSTEMS REAL PROPERTY

Picture Rocks Well Site: That portion of the NE4 of the NW4 of Section 34, T 12 S, R 12 E: G&SRB&M, Pima County, Arizona, more particularly described as follows:

Beginning at a 2" open iron pipe set in concrete at the N ¼ Corner of said Section 34;

THENCE South 0 degrees 30 minutes 03 seconds East along the midsection line of Section 34, 152.90 feet to the True Point of Beginning;

THENCE continuing South 0 degrees 30 minutes 03 seconds East 50.00 feet;

THENCE South 89 degrees 57 minutes 00 seconds West 50.00 feet;

THENCE North 0 degrees 30 minutes 03 seconds West 50.00 feet;

THENCE North 89 degrees 57 minutes 00 seconds East 50.00 feet to the True Point of Beginning.

Picture Rocks Reservoir Site: That portion of the SE4 of Section 4, T 13 S, R 12 E, G&SRB&M, Pima County, Arizona, more particularly described as follows:

Beginning at the East ¼ corner of said Section 4, T 13 S, R 12 E, G&SRB&M, Pima County, Arizona:

THENCE South along the East line of section 4, 1,069.05 feet;

THENCE West at right angles 300.0 feet;

THENCE North at right angles, 85.0 feet to the True Point of Beginning;

THENCE continuing North 134.03 feet to the Southerly line of Picture Rocks Road;

THENCE North 56 degrees 50 minutes 00 seconds, 89.60 feet;

THENCE South 183.05 feet;

THENCE West at right angles 75.0 feet to the True Point of Beginning.

Happy Acres Well Site (Airline): That certain parcel of land designated and marked "WELLSITE" located and lying adjacent to the Southwesterly portion of Lot 28 as shown on the Map or Plat of "HAPPY ACRES" a subdivision of Pima County, Arizona, in Book 14 of Maps and Plats at Page 45 thereof.

Happy Acres Well Site (Lambert): All of that parcel of land designated and marked "WELLSITE" and known as Lot 29, of "HAPPY ACRES SOUTH," a subdivision of Pima County, Arizona, as shown on the recorded plat in the office of the Recorder of Pima County, Arizona, in Book 20 of Maps and Plats at Page 14 thereof.

Palo Verde Well Site (JM Water Company): East 100 feet of West 116 feet of South 100 feet of NE4 SW4, Section 17, T 12 S, R 11 E., G&SRB&M, Pima County, Arizona.

Honea East Well Site: That portion of the Northeast Quarter of Section 33, Township 11 South, Range 11 East of the G.&S.R.B.&M., Pima County, Arizona, being more particularly described as follows:

COMMENCING at the Southwest Corner of the Northeast Quarter of the Southwest Quarter of the Northeast of said Section 33;

THENCE North 89 deg. 24 min. 26 sec. East along the South line of said Northeast Quarter of the Southwest Quarter of Northeast Quarter of said Section 33, a distance of 140.00 feet to the Southwest corner of Cactus Country Racing Pigeon Club Parcel, Tucson, Arizona, Inc. Docket 1975 Page 3, Pima County Recorders, ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE North 00 deg. 29 min. 07 sec. West along the East line of said Cactus Country Racing Pigeon Club Parcel, also being parallel with the West line of the said Northeast Quarter of the Southwest Quarter of Northeast Quarter of Section 33, a distance of 150.00 feet;

THENCE North 89 deg. 24 min. 26. Sec. East along a line parallel with the South line of the said Northeast Quarter of the Southwest Quarter of Northeast Quarter of Section 33, a distance of 93.80 feet;

THENCE South 00 deg. 29 min. 07 sec. East, along a line parallel with the said Cactus County Racing Pigeon Club Parcel, a distance of 150.00 feet to a point on the said South line of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter;

THENCE South 89 deg. 24 min. 26 sec. West 93.80 feet to the TRUE POINT OF BEGINNING.

Honea West Wellsite: Lot 51 of Honea Heights, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the Office of the County Recorder of Pima County, Arizona, in Book 12 at Page 58 thereof.

CMID Well 22.1: That certain parcel or tract of land lying in the Northeast Quarter of the Southwest Quarter of Section 22, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter of the Southwest Quarter of Section 22;

RUN THENCE North 89 degrees 38 minutes 30 seconds East, along the interior quarter line of said Section 22, a distance of 689.03 feet to a point on a line parallel to and 420 feet from the center line of the Southern Pacific Railroad right-of way;

RUN THENCE South 49 degrees 50 minutes East, along said line parallel to the Southern Pacific Railroad right-of-way, a distance of 505.50 feet to the TRUE POINT OF BEGINNING of the parcel herein described;

RUN THENCE South 49 degrees 50 minutes East, a distance of 120 feet to a point;

RUN THENCE South 40 degrees 10 minutes West, a distance of 60 feet to a point;

RUN THENCE North 49 degrees 50 minutes West, a distance of 120 feet to a point;

RUN THENCE North 40 degrees 10 minutes East, a distance of 60 feet to the TRUE POINT OF BEGINNING;

EXCEPTING therefrom any part lying within Avra Street as such street is shown on the plat of Marana Estates Subdivision No. 1 as recorded in Book 9 at page 85 of Maps and Plats in the Office of the County Recorder of Pima County, Arizona.

CMID Well 28.2: The South 50 feet of the North 355 feet of the East 110 feet of the Northeast Quarter of the Northeast Quarter, Section 28, Township 11 South, Range 11 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT that portion lying within Sandario Road and as shown on Book 2 of Road Maps at Page 173.

CMID Well 17P2: The West 100 feet of the North 100 feet of Lot 147, of LA PUERTA DEL NORTE SUBDIVISION, according to the plat of record in the Office of the County Recorder of Pima County, Arizona, recorded in Book 15 of Maps, Page 76 thereof.

CMID Well 8.1: That portion of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 8, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at a point on the North right-of-way line of Avra Valley Road (as established by Proceedings No. 760-A of the Board of Supervisors of Pima County, State of Arizona) the map of which is filed in the Office of the County Recorder of Pima County, State of Arizona, in Book 6 of Roads at Page 43 thereof, which point is 383.5 feet Westerly (South 89 degrees 48 minutes 14 seconds West) from the intersection of said North right-of-way line of Avra Valley Road with the East line of said Section 8 and which point is the most Easterly corner of that property described in Docket Book 1799 at Page 227 thereof;

THENCE North 39 degrees 11 minutes 15 seconds West along the Northeasterly line of said property described in Book 1799 at Page 227, a distance of 56.3 feet to a point;

THENCE North 54 degrees 02 minutes 30 seconds West along the Northeasterly line of the property described in Book 1799 at Page 227, a distance of 450.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 35 degrees 57 minutes 30 seconds West, a distance of 70.0 feet to a point;

THENCE North 54 degrees 02 minutes 30 seconds West, a distance of 60.0 feet to a point;

THENCE North 35 degrees 57 minutes 30 seconds East, a distance of 70.00 feet to a point on the Northeasterly property line of said property described in Book 1799 at Page 227;

THENCE South 54 degrees 02 minutes 30 seconds East, along said Northeasterly property line a distance of 60.0 feet to the TRUE POINT OF BEGINNING.

DESCRIPTION OF TOWN HALL PROPERTY

All of that portion of Northwest Quarter (NW 1/4) of Section 27, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at the Southeast corner of said Northwest Quarter (NW 1/4) of Section;

THENCE S 89°18'55" W, along the South line of said Northwest Quarter (NW 1/4) a distance of 496.69 feet;

THENCE N 00°36'55"W, a distance of 25.00 feet to a point on a line parallel with and 25.00 feet North of said South line, also being the North right-of-way line of Barnett Road, being the POINT OF BEGINNING;

THENCE S 89°18'55" W, along said right-of-way line a distance of 479.02 feet;

THENCE N 00°36'55" W, 272.81 feet;

THENCE N 44°26'48" E, 51.48 feet;

THENCE N 45°33'12" W, 296.35 feet;

THENCE continue N 45°33'12" W, 237.71 feet;

THENCE N 44°26'48" E, 255.83 feet;

THENCE along a tangent curve to the right, having a radius of 44.00 feet, a central angle of 48°22'50", for an arc length of 37.15 feet to a point of reverse curvature;

THENCE along said reverse curve to the left, having a radius of 90.00 feet, a central angle of 96°45'40", for an arc length of 151.99 feet to a point of reverse curvature;

THENCE along said reverse curve to the right, having a radius of 44.00 feet, a central angle of 48°22'50", for an arc length of 37.15 feet to a point of reverse curvature;

THENCE N 44°26'48" E, 133.60 feet;

THENCE along a tangent curve to the right, having a radius of 405.00 feet, a central angle of 44°52'08", for an arc length of 317.16 feet to a point of tangency;

THENCE N 89°18'55" E, 160.53 feet to the Northwest corner of Parcel recorded in Docket 9348, Page 1408;

THENCE S 00°36'55" E, along the West line of said parcel a distance of 160.00 feet to the Southwest corner thereof;

THENCE S 89°18'55" E, along the South line of said parcel a distance of 255.00 feet to the West right-of-way line of Lon Adams Road;

THENCE S 00°36'55" E, along said right-of-way line a distance of 426.51 feet to the Northeast corner of a parcel recorded in Docket 9325, Page 709;

THENCE S 89°18'55" W, along the North line of said parcel a distance of 466.69 feet to the Northwest corner thereof;

THENCE S 00°36'55" E, along West line of said parcel a distance of 466.69 feet to the Southwest corner thereof, being the POINT OF BEGINNING, Containing 15.88 acres, more or less.

THENCE S 00°36'55" E, along said line a distance of 3 80 feet to the POINT OF BEGINNING, Containing 28,191 square feet, more or less.

DESCRIPTION OF CORTARO SILVERBELL DISTRICT PARK PROPERTY

SILVERBELL/CORTARO PARK DESCRIPTION

All that certain parcel of land located within Section 35, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Northeast corner of said Section 35;

Thence South 01°01'00" East along the West line of said Section 35, a distance of 592.01 feet to the southeasterly line of Cortaro Road;

Thence along said southeasterly line of Cortaro Road, North 33°30'07" East 159.33 feet;

Thence South 56°29'53" East 35.00 feet;

Thence South 33°30'07" West 120.00 feet to a point in the northeasterly line of Lot 1 of Parcels 56, 57, and 72, Continental Ranch, a subdivision of Pima County, Arizona, recorded in Book 60 of Maps and Plats at page 16 in the office of the Recorder of said Pima County, Arizona;

Thence along said northeasterly line of Lot 1, and Lot 7, South 56°29'53" East 230.00 feet to the **Point of Beginning**;

Thence continuing South 56°29'53" East 155.00 feet to the most easterly corner of said Lot 7;

Thence along the southeasterly line of said Lot 7 and Lot 6, of said subdivision, South 33°30'07" West 215.05 feet to the most easterly corner of Lot 8;

Thence along the northeasterly line of said Lot 8, South 56°17'16" East 114.95 feet;

Thence continuing along said northeasterly line of Lot 8, South 56°10'25" East 161.83 feet;

Thence South 38°57'27´West 101.39 feet;

Thence South 51°02'33" East 21.59 feet to a point in the northwesterly line of a parcel conveyed to Pima County by the Town of Marana, known as the "Library Parcel," recorded in Docket 13295, page 2701;

continued

Thence along the said "library Parcel" the following courses and distances:

North 38°57'27" East 163.16 feet;

North 03°42'49" East 198.67 feet;

South 86°17'11" East 40.00 feet;

South 03°42'49" West 65.81 feet;

South 59°19'33" East 249.05 feet;

South 33°42'49" West 122.70 feet;

South 03°42'49" West 71.81 feet;

South 56°17'11" East 76.83 feet;

South 33°42'49" West 57.62 feet;

South 56°41'46" West 54.69 feet to a point in the easterly line of a parcel conveyed to Pima County and recorded in Docket 13139, page 3218;

Thence along the easterly line of said parcel, South 18°17'29" West 14.59 feet to the southeasterly comer of said parcel;

Thence along the southerly line of said parcel North 56°29'41" West 9.86 feet to the intersection with the southeasterly line of the "Library Parcel";

Thence along said "Library Parcel," South 56°41'46" West 144.12 feet to a point on the arc of a non-tangent curve, concave to the Southwest, having a radius of 425.00 feet, from which the radius point bears South 56°43'08" West;

Thence northwesterly along said "Library Parcel" and along the arc of said curve, to the left. through a central angle of 23°35'37" a distance of 175.00 feet, more or less, to the end of Mamie Kai Drive as shown on said plat of Parcels 56, 57, and 72, Continental Ranch;

Thence along the end line of said Mamie Kai Drive, South 30°22'22" West 50.06 feet to the boundary of Lot 9 of said Parcels 56, 57, and 71, Continental Ranch, said point also being a point of compound curvature, from which the radius point bears South 33°29'33" West 375.00 feet;

continued

Thence southeasterly and southerly along the boundary of said Lot 9, along the arc of said curve, to the right, through a central angle of 66°42’14” an arc length of 436.58 feet to a point of compound curvature;

Thence along said curve, to the right, having a radius of 25.00 feet, a central angle of 93°17’02” for an arc length of 40.70 feet to a point of reverse curvature;

Thence southwesterly along said curve, to the left, having radius of 225.00 feet, a central angle of 56°25’52” for an arc length of 180.78 feet to a point of tangency;

Thence South 47°02’56” West l09.00 feet to a point of curvature of a tangent curve, concave to the North;

Thence northwesterly along said curve, having a radius of 25.00 feet, a central angle of 88°09’20”, for an arc length of 38.47 feet, more or less, to the northeasterly right of way line of Silverbell Road, said point being on a non-tangent curve, concave to the Southwest, from which the radius point bears South 45°12’17” West 1507.39 feet;

Thence southeasterly along the said curve and the right of way of Silverbell Road, through a central angle of 10°51’58” a distance of 285.88 feet to a non-tangent line;

Thence continuing along said Silverbell Road right of way line, South 33°57’02” East 400.00 feet to a point of curvature of a tangent curve concave to the North, having a radius of 880.00 feet;

Thence continuing along said Silverbell Road right of way line, along a curve to the left, through a central angle of 29°47’10”, an arc length of 457.48 feet to a point of tangency;

Thence continuing along said Silverbell Road right of way line South 63°43’53” East 458.58 feet to a point of curvature of a tangent curve, concave to the South, having a radius of 1030.00 feet;

Thence continuing along said Silverbell Road right of way line, along said curve to the right, through a central angle of 26°53’25” for an arc length of 483.40 feet;

Thence North 55°35’05” East 1.43 feet;

Thence North 21°37’09” East 659.68 feet to a point on the southwesterly line of the Santa Cruz River, said point being on the arc of a non-tangent curve, concave to the Northeast from which the radius point bears North 43°25’52” East 2565.00 feet;

continued

Thence along the arc of said curve, to the right, through a central angle of 23°59’24”, for an arc length of 1073.98 feet to a point of tangency;

Thence North 22°35’33” West 203.03 feet to a point of curvature of a tangent curve, concave to the Southwest, having a radius of 2310.28 feet;

Thence along said curve, to the left, through a central angle of 08°06’35” for an arc length of 327.00 feet to a non-tangent line;

Thence South 89°29’33” West 16.17 feet;

Thence South 89°30’14” West 109.27 feet;

Thence North 33°59’05” West 109.17 feet;

Thence North 89°28’ 49” East 109.26 feet to a point on the arc of a non-tangent curve, concave to the Southwest, from which the radius point bears South 54°44’ 49” West 2,450.00 feet;

Thence along said curve, to the left, through a central angle of 21°14’57” for an arc length of 908.63 feet to a point of tangency;

Thence North 56°30’08” West 78.03 feet;

Thence South 33°30’07” West 100.11 feet;

Thence North 56°27’10” West 35.00 feet;

Thence South 33°32’02” West 120.08 feet to the **Point of Beginning;**

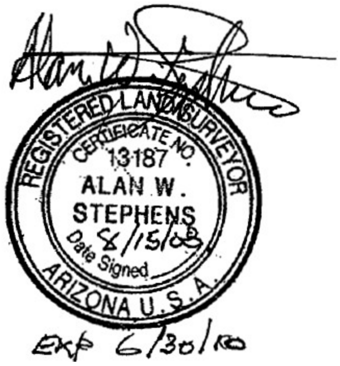


EXHIBIT B

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PIMA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

SOUTH 30 FEET OF THE EAST 500 FEET OF THE WEST 1000 FEET OF THE NORTH 1200 FEET OF THE SOUTH 1275 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

QUIT CLAIM DEED

(EXEMPT PURSUANT TO A.R.S. § 11-1134 (A)(3)

TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, an Arizona corporation, for the consideration of ten dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby quit claim to the TOWN OF MARANA, an Arizona municipal corporation, all of its interest in the following described real property situated in Pima County, Arizona:

> THE SOUTH 30 FEET OF THE EAST 500 FEET OF THE WEST 1000 FEET OF THE NORTH 1200 FEET OF THE SOUTH 1275 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA.

This deed is being given to divest any interest TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION may have in the property by reason of a Ground Lease and Second Amendment to Amended and Restated Town Lease, recorded August 2, 2002 in Docket 11869, Page 2420 and Third Amendment recorded in Docket 12136, Page 1360, and Sixth Amendment to Amended and Restated Town Lease recording concurrently herewith.

DATED this _____ day of April, 2016.

TOWN OF MARANA MUNICIPAL PROPERTY
CORPORATION, an Arizona corporation

By:_____
President

STATE OF ARIZONA)
County of Pima) SS

The foregoing instrument was acknowledged before me this _____ day of April, 2016, by _____, President of TOWN OF MARANA MUNICIPAL PROPERTY CORPORATION, an Arizona corporation, on its behalf.

(Seal)

_____
Notary Public

Council-Regular Meeting **C2**

Meeting Date: 05/03/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: May 3, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-043: Relating to Real Estate; authorizing the Town Manager to execute the deed and all other documents necessary or prudent in connection with the sale of the Dong remnant, as approved for auction by Council action on August 4, 2015 (Frank Cassidy)

Discussion:

On August 4, 2005, the Council authorized the sale by public auction of the Dong remnant parcel, located at the southwest corner of Interstate 10 and Twin Peaks Road. The auction occurred on January 7, 2016. Under the conditions of the August 4 authorization, the closing of the sale was delayed until the effective date of the annexation of the buyer's property. On April 5, the Council adopted Ordinance 2016.004, approving the Pioneer Landscaping Materials Annexation. The annexation ordinance is effective on May 6, 2016. Town staff anticipates that the closing of the Dong Remnant sale will occur on May 6 or soon thereafter. This resolution will authorize the Town Manager to sign the deed and anything else necessary for the closing of the sale.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$240,050 (revenue)

The successful auction price of the Dong Remnant was $240,050, inclusive of various costs associated with the transaction.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-043, authorizing the Town Manager to execute the deed and all other documents necessary or prudent in connection with the sale of the Dong remnant.

Suggested Motion:

I move to adopt Resolution 2016-043, authorizing the Town Manager to execute the deed and all other documents necessary or prudent in connection with the sale of the Dong remnant.

Attachments

Resolution 2016-043 Dong Remnant Auction

Dong Remnant Map

MARANA RESOLUTION NO. 2016-043

RELATING TO REAL ESTATE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE DEED AND ALL OTHER DOCUMENTS NECESSARY OR PRUDENT IN CONNECTION WITH THE SALE OF THE DONG REMNANT, AS APPROVED FOR AUCTION BY COUNCIL ACTION ON AUGUST 4, 2015

WHEREAS the sale of the Dong remnant was approved for auction by Council action on August 4, 2015; and

WHEREAS the Dong remnant auction occurred on January 7, 2016; and

WHEREAS the Council finds that this resolution is in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The Town Manager is authorized to execute the deed and all other documents necessary or prudent in connection with the sale of the Dong remnant, as approved for auction by Council action on August 4, 2015, for and on behalf of the Town of Marana.

SECTION 2. The Town Manager and Town staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of May, 2016.

Mayor Ed Honea

ATTEST:

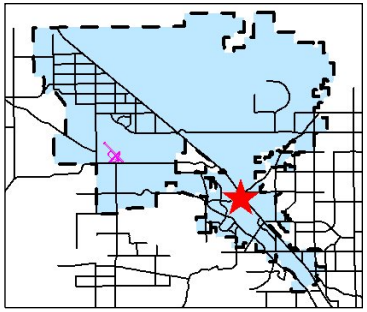
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Dong Remnant Auction





Legend

- Railroad
- Pinal County Addresses
- Addresses
- C.A.P. Canal
- Washes - Major
- Streets - Major
- Streets - All
- Buildings
- Parcels
- Marana Airport
- Marana Town Boundary Line

October 2013 PAG Orthos

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Marana Town Limits

N

Scale: 1:3,930

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: The Dong Remnant is outlined in red

Council-Regular Meeting **C3**

Meeting Date: 05/03/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: May 3, 2016

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Principle Statement 1 / We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.
Initiative 1. Expand Marana's Loop System

Subject: Resolution No. 2016-044: Relating to Public Works; authorizing the acquisition by negotiation or condemnation of lands and property rights needed for the Santa Cruz River Shared Use Path El Rio Park to Avra Valley Road, Town of Marana Project No. PK013 (Frank Cassidy)

Discussion:

This resolution is for the Santa Cruz River Shared Use Path segment from El Rio Park in north Continental Ranch to Avra Valley Road. If approved, this resolution will grant Town staff authority to acquire property rights needed for this Loop extension for their appraised value or file actions in eminent domain (condemnation) to acquire the rights. Negotiated acquisitions that exceed appraised value will be brought to Council for individual approval.

Financial Impact:

Fiscal Year:	2016-17
Budgeted Y/N:	Y
Amount:	$80,000

Staff Recommendation:

Staff recommends adoption of Resolution 2016-044, authorizing Town staff to acquire property rights needed for the Santa Cruz River Shared Use Path, El Rio Park to Avra Valley Road, for their appraised value or by filing an action in eminent domain (condemnation).

Suggested Motion:

I move to adopt Resolution 2016-044, authorizing Town staff to acquire property rights needed for the Santa Cruz River Shared Use Path, El Rio Park to Avra Valley Road, for their appraised value or by filing an action in eminent domain (condemnation).

Attachments

Resolution 2016-044 SCR Path Acquisition Condemnation

MARANA RESOLUTION NO. 2016-044

RELATING TO PUBLIC WORKS; AUTHORIZING THE ACQUISITION BY NEGOTIATION OR CONDEMNATION OF LANDS AND PROPERTY RIGHTS NEEDED FOR THE SANTA CRUZ RIVER SHARED USE PATH EL RIO PARK TO AVRA VALLEY ROAD, TOWN OF MARANA PROJECT NO. PK013

WHEREAS the Town of Marana is finalizing plans and preparations for the construction of the Santa Cruz River Shared Use Path El Rio Park to Avra Valley Road, Town of Marana Project No. PK013, (the "SCR Path Project"); and

WHEREAS the Town of Marana needs to acquire certain rights-of-way, easements and other property rights to construct the improvements needed for the SCR Path Project, (all of which interests in real estate are collectively referred to as the "Needed Property"); and

WHEREAS the right-of-way and construction plans for the SCR Path Project are sufficiently finalized for the Needed Property to be specifically identified on a parcel by parcel basis; 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, as follows:

Section 1. The particular rights-of-way, easements, and other property rights that constitute the "Needed Property" are those set forth on the plan set prepared by the engineering firm STANTEC entitled "TOWN OF MARANA PUBLIC WORKS DEPARTMENT CAPITAL IMPROVEMENT PROJECTS DIVISION SANTA CRUZ RIVER SHARED USE PATH EL RIO PARK TO AVRA VALLEY ROAD PROJECT NUMBER PK 013," the most recent iteration of which is dated November 9, 2015.

Section 2. Town staff is hereby authorized and directed to negotiate the Town's acquisition of the Needed Property for its fair market value as determined based on an independent fee appraisal.

Section 3. The Town Manager, Town Engineer, and Town staff are hereby authorized to execute on the Town's behalf any and all documents necessary to acquire the Needed Property for its fair market value as determined based on an independent fee appraisal.

Section 4. If Town staff is unable to acquire the Needed Property by negotiation, the Town Attorney is hereby authorized and directed to bring an action under the power of eminent domain to acquire the Needed Property for just compensation as determined by the Court or jury.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of May, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 05/03/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 3, 2016

Subject: Approval of the April 19, 2016 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft 04-19-2016 Regular Council Meeting Minutes

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 19, 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. All Council Members were present.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Kai. Passed unanimously.***

CALL TO THE PUBLIC. No speaker cards were presented.

PROCLAMATIONS. Ms. Bronson noted that the Ride of Silence Day and Arizona Travel and Tourism Week proclamations are for events in May, and those will become part of the permanent record. She read the Arbor Day proclamation, which also names the town as a Tree City USA.

1 Proclaiming May 18, 2016 as Ride of Silence Day (Brian Varney)

2 Proclaiming Week of May 1 - 7, 2016 as Arizona Travel and Tourism Week in the Town of Marana (Toby Parks)

3 Proclaiming April 29, 2016 as Arbor Day (Cynthia Nemeth-Briehn)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Mayor Honea reported on a meeting with the Pinal County Mayors which he attends every two months. He also reported on an MPA meeting (Metropolitan Pima Alliance) regarding ADOT projects.

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

PRESENTATIONS

P1 Relating to Streets; presentation, discussion and direction regarding proposed updates to the Town of Marana's 2004 Subdivision Street Standards.

Keith Brann presented this item, noting that staff has been working very hard on an update to the street standards. The first guidelines were published in 1990, but the first street standards were formally adopted in 2004 and then updated in 2013. He reviewed the substantive changes being proposed which are divided into three categories. The first category is basically interpreting how we have been applying the standards and other things that are out of date. The other categories are decreasing requirements and increasing requirements. He then reviewed those in detail.

Regarding sidewalks, he stated that currently sidewalks are always on both sides of the street. However, subdivisions within a minimum lot size of 12,000sf or greater may use stabilized granite paths. Staff proposes sidewalks on both sides of the street when the lot size is less than 16,000sf. In the future, sidewalks will always be constructed of concrete. This is comparable to other areas of the code. Sixteen thousand feet is also the trigger for residential design guidelines. Above 16,000 feet is considered the beginning of the estate lots where you can have more freedom. Design exceptions are currently required to be approved by the Planning Commission with recommendations by the subdivision engineer and Planning Director. Staff proposes to change that to eliminate the need for Planning Commission and Planning Director approval. The Town Engineer will approve the design exceptions.

Next he discussed improving the equivalent single axel load (ESAL) which is part of a pavement design that relates how much damage or punishment is placed on a pavement by a vehicle. The one that's probably going to generate the most discussion will be increasing the minimum pavement thickness of roads.

The last item deals with pavement section changes and how well the town wants to maintain its streets. We have a very robust pavement preservation program as was discussed by Mr. Benavides a few weeks ago. There is a rolling six-year plan to reach every street within the town. Mr. Brann discussed these changes in detail. To mill and fill a subdivision costs about $10/square yard. To remove and replace the entire street costs about $17-18/square yard. Staff does plan to do the proper pavement preservation which includes various sealing, then at about the 20-year mark we will move into rubberized chip seal. Around the 30-35 year mark, we may have to deal fully with the pavement. If we mill and fill it, that starts the clock again at about half the price. The goal is to turn out pavement preservation programs into 60-year pavement

systems to improve our costs over the long term. As we remove and replace pavements, we have been doing so with three inches of asphalt. Eventually, Continental Ranch, Gladden Farms and The Villages in Dove Mountain will have to be replaced. When Saguaro Bloom rehabbed their streets, we made them put down three inches. With future subdivisions, we want to make sure that we are ahead of this curve.

Staff did look at the costs for a 50-foot wide lot which is about $350 per lot. We think the additional money is well-spent. We are also looking at increasing the pavement section of our commercial/industrial collector. We found some of the older commercial pavements, especially those inherited from Pima County in the "golden triangle" area, were very insubstantial. He then reviewed the plan for replacement before describing a jurisdictional comparison on the minimum pavement sections and the proposed plan.

Mr. Brann and his staff continue to do outreach to the development community including organizations such as Southern Arizona Home Builders Association and the Metropolitan Pima Alliance for technical reviews of the subdivision streets standards. Once comments are resolved between stakeholders, staff will come back to Council for adoption of updates to the Standards.

He then took questions from Council. **Mayor Honea** noted that this was an excellent presentation and that no action was necessary at this time.

P2 Related to Community Affairs; a presentation regarding the 2016 All-America City Awards, for which Marana is a finalist. **Gilbert Davidson** presented, noting that due to technical difficulties with the visual presentation, copies are available to the public upon request. He then gave an overview of the town's effort to be named an All-America City.

This is a highly competitive process. Two benefits for the town include bringing recognition and national exposure to the town, but more important is the opportunity to learn from others. We get exposed to best practices across the country. We meet people from older communities that have established challenges they are dealing with, and we get to learn from them – either how to avoid or overcome some of those challenges that will occur with Marana as we grow. Those are valuable learning opportunities. Our commitment to be the best and raise the bar at a very high level with our Strategic Plan and our innovation and initiatives is in line with that.

The competition starts with hundreds of applications to the National Civic League. From those applications, the competition is narrowed down to 15-20 communities. This year there are 20 top communities. Last year there were only 15. Out of those, only 10 get named as an All-America City. This year's competition is June 16-19 in Denver, Colorado. Each year the National Civic League identifies a particular theme. This year's focus area is "Communities that ensure all children are healthy and supported to succeed in school and life." What they are looking for are innovative programs. Although we will be able to see other remarkable programs, they will also see some of ours.

The three primary programs we are focusing on are the Marana Cares Mobile. The school district retrofitted a school bus, and during the off-school seasons - be it spring or fall break or during the summer - the bus is available to help feed hungry children. In addition, it has the capability

for minor medical outreach. The second program is Career and Technical Education which highlights all the efforts being made to provide alternative education and life skills for students. The outcomes from this program will be highlighted such as students' ability to obtain jobs. The final program is Positive Behavior Intervention and Support. This is a program using positive reward that our school district has adopted and employed in most of its schools. This program was talked about in last year's competition as more of a side note rather than a theme and was signaled to us because lots of questions from the judges as one to bring back. So when this year's theme came out, it called to us to resubmit this program. A couple of other educational programs will also be highlighted. This is all designed with MUSD and with the town Council's commitment to partnership with the school district.

Delegates will be composed of 20 MUSD students with diverse backgrounds, five MUSD teachers and administrators and six town representatives. If any Council member is interested in attending, they would be more than welcome. However, everyone will be a working participant with a role involving presenting, singing and/or dancing, etc.

Next, Mr. Davidson presented the funding plan which amounts to just under $40K. Staff is taking a different approach this year as to how to pay for this investment. We have travel and training funds that will not be expended this year, and we also have some bed tax money. The reason for using bed tax money is related to the element of national exposure which puts Marana on a very big map. Some of the 1,000 participants will come to the town's booth and learn about our community and our tourism features. The school district will be able to contribute $5K from their Foundation fund. A piece that's still in progress is the community support. At this point we have collected $1500 from local businesses, and we will continue that effort by working closely with the Chamber to launch a Go Fund Me campaign.

He concluded by noting that Marana is the only community in southern Arizona to ever have been named a finalist. There are several towns in the Phoenix region that have been named – Phoenix, Avondale, and Chandler. So this is an incredible opportunity within municipalities to secure this coveted award. We will be able to put signs on all of the entrances to Marana that say "All-America City." The National Civic League, which is a very well-established organization, does a tremendous amount of promotion. In talking with folks from communities that have won in the past, it brings a very positive spotlight to the community and gives us the opportunity to showcase all the great things we are doing. If we are a winner, people will want to learn from us.

Council Member Comerford commented that when Marana was announced as a finalist, innumerable people told her how excited they were to live in a town that was named a finalist. If we go out and start soliciting support, it shouldn't be too hard to get funds due to the excitement already generated.

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

C1 Resolution No. 2016-036: Relating to Development; approving a preliminary plat for DeAnza, Lots 1-265 and Common Areas "A", "B", "C", "D" and "E", located west of Hartman Lane and approximately a quarter mile north of Cortaro Farms Road. (Steve Cheslak)

C2 Resolution No. 2016-037: Relating to Development; approving and authorizing the Mayor to execute the Marana Spectrum Reconciliation Agreement for the Marana Center development project (Frank Cassidy)

C3 Resolution No. 2016-038: Relating to Public Works; approving and authorizing the Mayor to execute a Memorandum of Understanding between Pima Association of Governments and the Town of Marana for Programming and Funding of Coachline Reconstruction (TIP ID 51.12) (Keith Brann)

C4 Resolution No. 2016-039: Relating to Real Estate; accepting the dedication of Cascada Block XVIII Lot 2 and authorizing the expenditure of funds for title and escrow services associated with the dedication (Frank Cassidy)

C5 Resolution No. 2016-040: Relating to Public Works; approving and authorizing the Mayor to execute an Acquisition Agreement and authorizing Town staff to execute all other documentation necessary for the purchase of property rights needed from CEMEX Construction Materials Pacific, LLC for the Tangerine/Downtown Sewer Conveyance System, Town of Marana Project No. WR010 (Frank Cassidy)

C6 Resolution No. 2016-041: Relating to Public Works; approving and authorizing the Mayor to execute an Acquisition Agreement and authorizing Town staff to execute all other documentation necessary for the purchase of property rights needed from B.K.W. Farms, Inc. and Vulcan Materials Company for the Tangerine/Downtown Sewer Conveyance System, Town of Marana Project No. WR010 (Frank Cassidy)

C7 Approval of the April 5, 2016 Special Council Meeting Minutes, approval of the April 5, 2016 Regular Council Meeting Minutes, and approval of the April 12, 2016 Study Session Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION/POSSIBLE ACTION

EXECUTIVE SESSIONS

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Motion to adjourn at 7:42 p.m.by Council Member McGorray, second by Council Member Bowen. Passed unanimously.***

DRAFT

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 19, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 05/03/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: May 3, 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 Hien Trong Ma on behalf of Miss Saigon Restaurant located at 8225 N. Courtney Page Way #191 Marana, Arizona 85741 (Jocelyn C. Bronson)

Discussion:

This application is for a new Series #12 Restaurant liquor license at Miss Saigon Restaurant located at 8225 N. Courtney Page Way #191 Marana, Arizona 85741.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of a new Series #12 Restaurant liquor license application submitted by Hien Trong Ma on behalf of Miss Saigon Restaurant located at 8225 N. Courtney Page Way #191 Marana, Arizona 85741.

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 Hien Trong Ma on behalf of Miss Saigon Restaurant located at 8225 N. Courtney Page Way #191 Marana, Arizona 85741.

Attachments

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

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

16 MAR 24 AM 11:39

RECEIVED
MAR 28 2016
Town of Marana
Clerk's Office
LL#2016-06

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 # 12104430

1. Type of License: #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: MA (Last) HIEN (First) THANH (Middle) P1033728
2. Owner Name: MISS SAIGON CONTADO, LLC B10516376 (Ownership name for type of ownership checked on section 2)
3. Business Name: MISS SAIGON RESTAURANT B1042742 (Exactly as it appears on the exterior of premises)
4. Business Location Address: 8225 N. COURTNEY PAGE WY #191 (Street) MARANA (City) AZ (State) 85741 (Zip Code) PIMA (County) (Do not use PO Box)
5. Mailing Address: 8225 N. COURTNEY PAGE WY #191 (Street) MARANA (City) AZ (State) 85741 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: (520) 579-8889 Daytime Contact Phone: (520) 548-0184
7. Email Address: HIENMA69@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: N/A
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ N/A

Department Use Only

Fees: 100.00 Application | 100.00 Interim Permit | 50.00 Site Inspection | _____ Finger Prints | $250.00 Total of All Fees

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

Accepted by: SG Date: 3/24/16 License # 12104430

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

SECTION 5 Interim Permit

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

1. Enter license number currently at the location: 12103992

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? N/A

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

I, HIEN Thanh Nha declare that I am the CURRENT OWNER, AGENT, OR CONTROLLING PERSON on the stated license and location.

(Print Full Name)

X _____

(Signature)

OFFICIAL SEAL
KEVIN A. KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2017

My Commission Expires on: 06 / 05 / 2017
Date

State Arizona County of Pima

The foregoing instrument was acknowledged before me this

21st day of March, 2014
Day Month Year

_____
(Signature of Notary Public)

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

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

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

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

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

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

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

Last	First	Middle	Mailing Address	City	State	Zip Code

State of Arizona

Department of Liquor Licenses and Control

Alcoholic Beverage License

License 12103992

Issue Date: 12/29/2009

Expiration Date: 9/30/2016

Issued To:
HIEN TRONG MA, Agent
CHOPSTIX FINE ASIAN DINING II LLC, Owner

Location:
CHOPSTIX FINE ASIAN DINING II
8225 N COURTNEY PAGE WY #191
MARANA, AZ 85741

Mailing Address:

HIEN TRONG MA
CHOPSTIX FINE ASIAN DINING II LLC
CHOPSTIX FINE ASIAN DINING II
10567 S BLACKHAWK RIDGE PL
VAIL, AZ 85641

EXP 9/30/2016

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: MISS SAIGON CONTAZO, LLC
2. Date Incorporated/Organized: 11/19/2015 State where Incorporated/Organized: Arizona
3. AZ Corporation or AZ L.L.C File No: L-20488421 Date authorized to do Business in AZ: 11/25/2015
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
MA	HIEN	THANH	MEM.	10564 S. BLACK HAWK RIDGE PL.	VAIL,	AZ	85641

(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
MA	HIEN	THANH	100 %	10564 S. BLACK HAWK RIDGE PL.	VAIL,	AZ	85641

(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.

NOTARY

X (Signature) _____

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

_____ of _____, _____
Day Month Year

My commission expires on: _____

_____
Signature of NOTARY PUBLIC

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

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: CHOPSTIX FINE ASIAN CINCINNATI, LLC
Address: 8225 N. COURTNEY PAGE WY #191 (Street) TUCSON (City) AZ (State) 85741 (Zip)
3. Monthly Rent/ Lease Rate: $ 8,000 —
4. What is the remaining length of the lease? 8 Years Ø Months
5. What is the penalty if the lease is not fulfilled? $ Ø or other: TENANT TERMINATION OF SUBLEASE
(Give details-attach additional sheet if necessary)
6. Total money borrowed for the Business not including lease? $ Ø (CAPITAL CONTRIBUTIONS)
Please List Lenders/People you owe money to for business.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
	N/A		N/A	N/A			

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
ASIAN / VIETNAMESE 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 #: 12103992 Individual Owner /Agent Name: HIEN THANH MA
(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? N/A
   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 ↑.

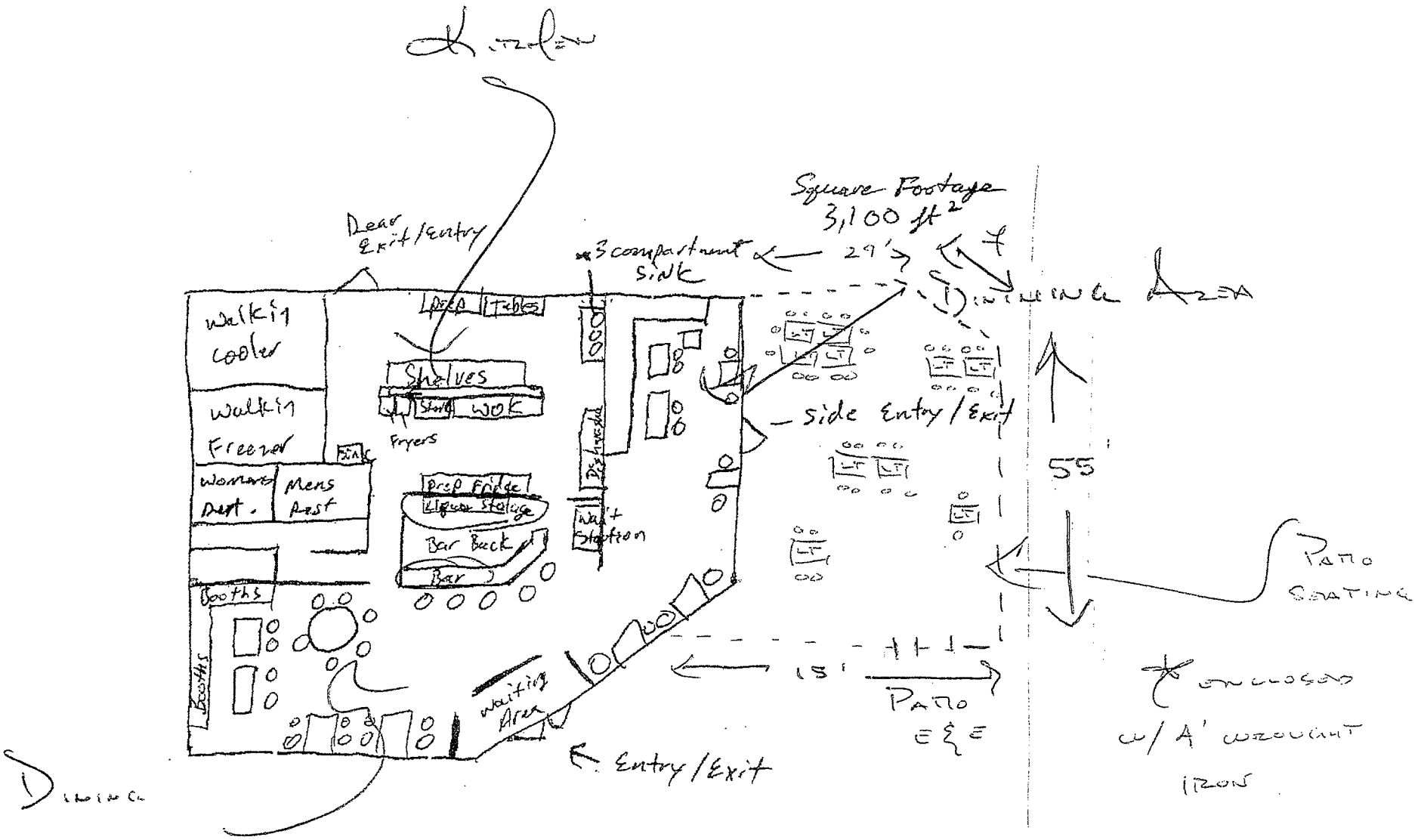
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

See attached diagram.

Sect. 16 Cont.

11 Miss Saigon Restaurant



SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) Hien Tsosie Ma, 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 Arizona County of Pima

OFFICIAL SEAL
KEVIN A. KRAMBER
Notary Public - State of Arizona
PIMA COUNTY
My Comm. Expires June 5, 2017

The foregoing instrument was acknowledged before me this 21st of March, 2016
Day Month Year

My commission expires on: June 5, 2017

Signature of NOTARY PUBLIC

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

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

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

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

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

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

AFFIDAVIT OF POSTING

Date of Posting: _____ Date of Posting Removal: _____

Applicant's Name: _____
Last **First** **Middle**

Business Address: _____
Street **City** **Zip**

License #: _____

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

_____ _____ _____
Print Name of City/County Official **Title** **Phone Number**

_____ _____
Signature **Date Signed**

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

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

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

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

1. City or Town (circle one) of: _____ Liquor License Application #: _____ (Arizona application #)

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

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

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

A boundary map of entertainment district must be attached.

4. The _____ (Governing body) at a _____ (Regular or special) meeting held on the _____ (Day) of _____ (Month), _____ (Year) considered the application of _____ (Name of applicant)

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

for the license series #: type _____ (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 _____ (Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **B1**

Meeting Date: 05/03/2016

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: May 3, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
The Community Focus Area, Principal Statement 2 states "We will use unique and creative approaches to engage and reach out to citizens." Within this Principal Statement, Initiative 9 requires evaluation and continuous improvement of citizen participation and community outreach. The Marana Citizens' Forum is part of this outreach.

Subject: Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Spring 2016 Marana Citizens' Forum on the topic "Development Services Process Improvement Initiative" (Jocelyn C. Bronson)

Discussion:
A presentation will be made by the delegates of the Marana Citizens' Forum related to the Spring 2016 Forum topic "Development Services Process Improvement Initiative."

The Forum delegates held five sessions on what improvements can be made to give citizens and the development community the best experience possible - from beginning to end - related to the opening of their business or the construction of their project. The Delegates approached this topic from several different points of view, including ways to innovate, methods to improve existing processes, combining and streamlining processes, and improving overall customer service. In doing so, they were able to come up with the recommendations which will be presented to you tonight.

Staff Recommendation:
Presentation only.

Suggested Motion:

Council's pleasure.

Attachments

No file(s) attached.

Council-Regular Meeting **A1**

Meeting Date: 05/03/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: May 3, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
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. 2016-045: 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 Stephen K. Jainarine and Maria C. Jainarine for 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:	$67,768.48 (approximate)

The proposed acquisition amount is $65,162. The closing costs (payable by the Town) are anticipated to be $2,606.48.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-045, 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 Stephen K. Jainarine and Maria C. Jainarine for the Tangerine Corridor project.

Suggested Motion:

I move to adopt Resolution 2016-045, 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 Stephen K. Jainarine and Maria C. Jainarine for the Tangerine Corridor project.

Attachments

Resolution 2016-045

ExhA_to_Jainarine_reso

MARANA RESOLUTION NO. 2016-045

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 STEPHEN K. JAINARINE AND MARIA C. JAINARINE FOR 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 Stephen K. Jainarine and Maria C. Jainarine 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 Stephen K. Jainarine and Maria C. Jainarine 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 Stephen K. Jainarine and Maria C. Jainarine for the Tangerine Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of May, 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 **Stephen K. Jainarine and Maria C. Jainarine, husband and wife, community property with right of survivorship** ("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 October 14, 2004, in Docket 12407 at Page 1486 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 **$65,162.00** (the "Revised Acquisition Amount"), subject to the terms and conditions set forth below:

$65,162.00	Revised Acquisition Amount
$2,606.48	Estimated Closing Costs
$67,768.48	**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.

Stephen K. Jainarine and Maria C. Jainarine, husband and wife, community property with right of survivorship

By_____
Stephen K. Jainarine

By_____
Maria C. Jainarine

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 15th day of April _____, 2016 by Stephen K. Jainarine.

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

{SEAL}

GEORGE A. CARDIERI
Notary Public - Arizona
Pima County
My Comm. Expires Sep 4, 2019

Notary Public

STATE OF Arizona)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 15th day of April _____, 2016 by Maria C. Jainarine.

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

{SEAL}

GEORGE A. CARDIERI
Notary Public - Arizona
Pima County
My Comm. Expires Sep 4, 2019

Notary Public

July 29, 2015

EXHIBIT "A"
RIGHT-OF-WAY
PIMA COUNTY TAX PARCEL 219-46-023A

That portion of the property described in Docket 12407, page 1486, recorded in the Pima County Recorder's Office, Pima County, Arizona, located in the southwest quarter of Section 34 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 to 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 North 0 degrees 35 minutes 49 seconds West, a distance of 99.78 feet to a point 150.00 feet north of the south line of said southwest quarter;

THENCE upon a line 150.00 feet north of and parallel with said south line, North 89 degrees 31 minutes 21 seconds East, a distance of 362.94 feet to the east line of said property:

THENCE upon said east line, South 0 degrees 30 minutes 12 seconds East, a distance of 99.84 feet to the southeast corner of said property and the north right-of-way of Tangerine Road;

THENCE upon said north right-of-way, South 89 degrees 31 minutes 56 seconds West, a distance of 362.77 feet to the **POINT OF BEGINNING.**

As a corollary, containing approximately 36,217 square feet.

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

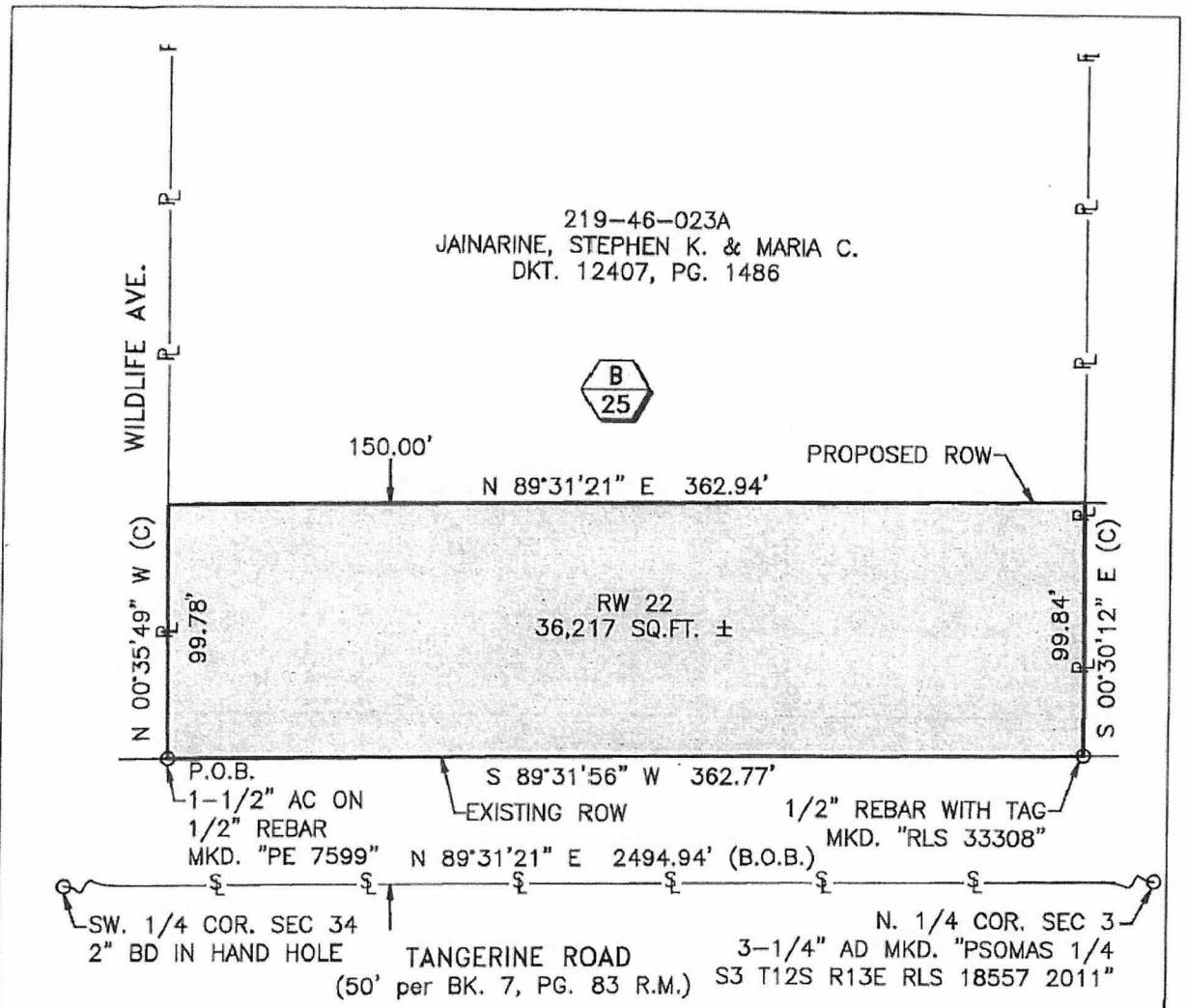


EXPIRES 9/30/16

RW-22

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Marana Mayor and Council Approval:	Resolution No.: 2016-022, Dated March 1, 2016
S34 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-46-023A	Acquisition Agreement for Stephen K. and Maria C. Jainarine



(C): CALCULATED

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. 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.

SCALE: 1"=60'

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 SW 1/4, SEC. 34, T11S, R13E GILA & SALT RIVER MERIDIAN, PIMA COUNTY, AZ DATE: 7/29/2015 DRAWN BY: CL	RW 22 *EXHIBIT* (2/2)

T:\7TMA130101\SURVEY\LEGALS\RW-22_219-46-023A\RW-22_219-46-023A.dwg SKETCH Last Saved: 7/29/2015 By: Chris.leon Plotted: 7/29/2015 1:43:51 PM

Marana Mayor and Council Approval:	Resolution No.: 2016-022, Dated March 1, 2016
S34 /T11S /R13E	TANGERINE ROAD CORRIDOR PROJECT NO. ST021
Parcel No. 219-46-023A	Acquisition Agreement for Stephen K. and Maria C. Jainarine

Council-Regular Meeting **A2**

Meeting Date: 05/03/2016

To: Mayor and Council

Submitted For: Cynthia Nemeth-Briehn, Interim Parks & Recreation Director

From: Cynthia Nemeth-Briehn, Interim Parks & Recreation Director

Date: May 3, 2016

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Principle Statement 1-We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.

Subject: Resolution No. 2016-046: Relating to Parks and Recreation; naming the new community park located near Tangerine Road, Camino de Mañana, and Camino de Oeste (Cynthia Nemeth-Briehn)

Discussion:

Partnering with the Town's Communication Team, Engineering, Parks & Recreation, and Norris Design, an extensive public input process was launched prior to the designing of the new park on Tangerine Road. Included in that process was an online survey that asked residents about their preferred park features and how they anticipated using the new park. In this survey, respondents were asked to provide a possible name for the park.

Nearly all of the 377 respondents offered ideas for naming the park and the most frequently suggested names were:

- Sky Ranch (Community) Park
- Tangerine (Community) Park
- Tortolita (Community) Park
- Tortolita Vista (Community) Park
- Tangerine Sky (Community) Park

- Staff's selection

During the April 5, 2016 Town Council Meeting, council members selected their first and second choice name from the above list, in order of preference. The results were:

First Choice	**Number of Votes**
Tangerine Sky Community Park	4
Tangerine Community Park	2

Second Choice	**Number of Votes**
Tangerine Sky Community Park	2
Tangerine Community Park	2
Sky Ranch Community Park	1

Council will be asked to formally adopt "Tangerine Sky Community Park" as the name for the new park off of Tangerine Road.

Staff Recommendation:

Staff recommends Council approve the resolution to adopt "Tangerine Sky Community Park" as the name for the new park located off of Tangerine Road between Camino de Oeste and Camino de Manana.

Suggested Motion:

I move to adopt Resolution No. 2016-046, naming the new community park located near Tangerine Road, Camino de Mañana, and Camino de Oeste "Tangerine Sky Community Park."

Attachments

Resolution 2016-046 Naming Tagerine Corridor Community Park

MARANA RESOLUTION NO. 2016-046

RELATING TO PARKS AND RECREATION; NAMING THE NEW COMMUNITY PARK LOCATED NEAR TANGERINE ROAD, CAMINO DE MAÑANA, AND CAMINO DE OESTE

WHEREAS a community park is being developed for the public by the Town of Marana near Tangerine Road, Camino de Mañana, and Camino de Oeste; and

WHEREAS an extensive public input process was launched prior to the design of the new park, including an online survey that asked residents about their preferred park features and how they anticipated using the new park, as well as asking them to provide possible names for the park; and

WHEREAS "Tangerine Sky Community Park" was a popular choice for the name of the park, drawing both on the Tangerine Road location and the proximity of the Sky Ranch neighborhood to the park.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the new community park located near Tangerine Road, Camino de Mañana, and Camino de Oeste is hereby officially named the "Tangerine Sky Community Park."

BE IT FURTHER RESOLVED that The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of May, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney