MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 18, 2017, at or after 7:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on April 18, 2017, 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 electronic devices.

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 under Agendas and Minutes.

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. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Winter 2017 Marana Citizens' Forum on the topic "Public Safety Education" (Jocelyn C. Bronson)

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. 2017-031: Relating to Development; approving a final plat for Saguaro Bloom Block 3 Lots 1-141 and Common Area A (Open Space, Recreation , Public Utilities, Road Maintenance & Signage) and Common Area B (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage) located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive (Steven Vasquez)

C2 Ordinance No. 2017.009: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 – Employment Process, Policy 2-8 "Fingerprinting", Section 2-8-1 "Affected Positions" (Jane Fairall)

C3 Resolution No. 2017-032: Relating to Real Estate; authorizing the Town Manager to sign instruments granting Tucson Electric Power Company an electrical right of way easement and a temporary construction easement with excavation on the Marana Operations Center property (Frank Cassidy)

C4 Approving Regular Council Meeting Minutes from March 21, 2017 and April 4, 2017 (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 Yuk Chu Cheng on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141, Marana, Arizona 85743.

L2 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 Bruce Robert Barro on behalf of Barro's Pizza, located at 5884 W. Arizona Pavilions Drive, Marana, Arizona 85743 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2017-033: Relating to Utilities; approving and authorizing the Mayor to sign the Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement (John Kmiec)

A2 Ordinance No. 2017.010: Relating to Marana Regional Airport; authorizing camping and parking of motor homes and recreational vehicles on the airport during the U.S. Flight Expo event May 3-6, 2017; and declaring an emergency (Heath Vescovi-Chiordi)

A3 Resolution No. 2017-034: Relating to Administration; approving and authorizing the Finance and Purchasing Director to sell up to four used Ford Crown Victoria police vehicles to the Town of Quartzsite (Erik Montague)

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.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **P1**

Meeting Date: 04/18/2017

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: April 18, 2017

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 Winter 2017 Marana Citizens' Forum on the topic "Public Safety Education" (Jocelyn C. Bronson)

Discussion:

A presentation of recommendations will be made by Ron Hill on behalf of the delegates of the Marana Citizens' Forum related to the Winter 2017 Forum topic "Public Safety Education."

The Forum delegates held five sessions on the foundation for building a program or marketing strategy, what it could look like, and what it could accomplish for the Marana community and the region. Presentations by the police department, legal department and the court served as the informational guideline to develop the recommendations.

Staff Recommendation:

Presentation only.

Suggested Motion:

Council's pleasure.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 04/18/2017

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: April 18, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-031: Relating to Development; approving a final plat for Saguaro Bloom Block 3 Lots 1-141 and Common Area A (Open Space, Recreation , Public Utilities, Road Maintenance & Signage) and Common Area B (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage) located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive (Steven Vasquez)

Discussion:

Request

EPS Group, Inc., on behalf of D. R. Horton, Arizona, is requesting the approval of a final plat consisting of 141 lots and common areas on 39.74 acres within the Saguaro Bloom development.

Location

The subdivision will be located within Block 3 of the Saguaro Springs block plat (the original name of the development - it was later changed to Saguaro Bloom) at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive.

Zoning

The zoning for Block 3 is R-6 (Single Family Residential - minimum lot size of 6,000 square feet). The minimum lot size is 6,578.2 square feet (lot 126). The maximum lot size is 13,829.6 square feet (lots 25 and 62). The average lot size is 8,007.4 square feet.

Transportation

The subdivision will have two entries off Saguaro Highlands Drive along the western boundary of the subdivision. Both entries (on Wild Spring Drive and Spanish Dagger Drive) have a 46 foot wide right-of-way which is typical for the subdivision's internal street section.

Park Requirement and Trail Connectivity

Block 3 requires a minimum of 26,085 square feet of improved recreation area. The two active recreation areas have been planned in Common Area A located in the center of the northern portion of the subdivision (behind lots 33 through 49) and the top of the southern portion (behind lots 102 through 113). Both areas comprise of approximately 145,055 square feet or 3.33 acres. Pedestrian trails will be located within various areas of Common Areas A and B which will provide connectivity to public sidewalks outside of the subdivision and to the improved recreation areas within.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2017-031 approving a final plat for Saguaro Bloom Block 3 and Common Areas A and B located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive.

Attachments

Resolution No. 2017-031

PRV1611-001 Saguaro Bloom Blk 3 FP

PRV1611-001 Saguaro Bloom Blk 3 FP App

PRV1611-001 Saguaro Bloom Blk 3 FP Map

MARANA RESOLUTION NO. 2017-031

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR SAGUARO BLOOM BLOCK 3 LOTS 1-141 AND COMMON AREA A (OPEN SPACE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE & SIGNAGE) AND COMMON AREA B (OPEN SPACE, DRAINAGE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE & SIGNAGE) LOCATED AT THE NORTHEAST CORNER OF TWIN PEAKS ROAD AND SAGUARO HIGHLANDS DRIVE

WHEREAS, on February 18, 1997, the Mayor and Town Council adopted Ordinance No. 97-04, approving a rezoning of the site from "C" to "R-6;" and

WHEREAS, on April 6, 2004, the Mayor and Town Council adopted Resolution No. 2001-155, approving the final block plat for Saguaro Springs, Book 58 Page 23; and

WHEREAS, on October 18, 2016, the Mayor and Town Council adopted Resolution No. 2016-107, approving a preliminary plat for Saguaro Bloom Block 3; and

WHEREAS, EPS Group, Inc., on behalf of D. R. Horton, Arizona, has applied for approval of a final plat for a 141-lot single-family residential home subdivision within Block 3 of Saguaro Bloom located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on April 18, 2017, determined that the final plat for Saguaro Bloom Block 3 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for Saguaro Bloom Block 3 Lots 1-141 and Common Areas A and B located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DEDICATION

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

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY, AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, UNDERGROUND PUBLIC AND PRIVATE UTILITIES AND SEWERS. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12923, AT PAGE 1 AND AMENDED BY SEQUENCE 2012-3660676, IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY LLC, A DELAWARE LIMITED LIABILITY COMPANY, fka TITLE SECURITY AGENCY OF ARIZONA, INC., A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201434-T, AS TRUSTEE ONLY AND NOT OTHERWISE

BY_____
TRUST OFFICER

BENEFICIARY OF TRUST:
D.R. HORTON, ARIZONA
3580 WEST INA ROAD, SUITE 100
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} SS
COUNTY OF PIMA }

ON THIS ___ DAY OF _____, 20__ BEFORE ME PERSONALLY APPEARED RACHEL TURNIPSEED, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TRUST No. 201434-T, AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST No. _____ FROM TITLE SECURITY AGENCY OF ARIZONA AS RECORDED IN SEQUENCE No. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

_____ _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

_____ P.E. _____
MARANA UTILITIES DIRECTOR DATE

RECORDING

STATE OF ARIZONA } FEE $_____
} SS
COUNTY OF PIMA } SEQUENCE No._____

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

F. ANN RODRIGUEZ _____
PIMA COUNTY RECORDER BY DEPUTY

GENERAL NOTES

1. GROSS AREA OF THIS DEVELOPMENT IS ±39.74 ACRES (±1731074 S.F.)
2. CURRENT ZONING IS "R-6" RESIDENTIAL.
3. THE NUMBER OF RESIDENTIAL LOTS FOR THIS SUBDIVISION IS 141. THE OVERALL DENSITY OF THIS SUBDIVISION IS 3.55 RESIDENCES PER ACRE.
4. THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 1.2 MILES.
5. THE MINIMUM ALLOWABLE LOT SIZE PER "R-6" ZONING IS 6,000 S.F.
6. THE MINIMUM LOT SIZE PROVIDED IS 6578.2 S.F. (LOT 126)
   THE MAXIMUM LOT SIZE PROVIDED IS 13,829.6 S.F. (LOT 25, 62)
   THE AVERAGE LOT SIZE PROVIDED IS 8007.4 S.F.
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 25 FEET.
8. PROPOSED BUILDING SETBACKS:
   FRONT = 20' (16' W/O GARAGE FACING ABUTTING STREET)
   SIDE = 5' (STREET SIDE YARD = 10')
   REAR = 20'
9. PARKING PROVISIONS INCLUDE FOUR ONSITE PARKING SPACES FOR EACH LOT
   GARAGE (2 EA): 282
   DRIVEWAY (2 EA): 282
   TOTAL PROVIDED: 141 LOTS @ 4 EACH = 564 SPACES.
10. SUBDIVISION AREAS:
    RESIDENTIAL DEVELOPMENT AREA = 25.92 ACRES (1,129,017.7 SF)
    COMMON AREA "A" = 2.87 ACRES (125,024.1 SF)
    OPEN SPACE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE, & SIGNAGE
    COMMON AREA "B" = 3.95 ACRES (172,234.6 SF)
    OPEN SPACE, DRAINAGE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE, & SIGNAGE
    RIGHT-OF-WAY = 7.00 ACRES (304,717.4 SF)
11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 46 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FORM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
18. A MAXIMUM OF 30 DAYS BEFORE GRADING, A 100% AREA SURVEY FOR THE BURROWING OWLS WILL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO ISSUANCE OF GRADING PERMIT. (PLEASE NOTIFY JANINE SPENCER AT 520-382-2600 OR EMAIL JSPENCER@MARANAAZ.GOV AND ALLOW ACCESS TO PERFORM THE OWL SURVEY, AT NO COST.)
19. NOTE THAT TWO COPIES OF A STORMWATER POLLUTION PREVENTION PLAN AND REVIEW FEES MUST BE SUBMITTED TO THE TOWN FOR APPROVAL PRIOR TO ISSUANCE OF A GRADING PERMIT.
20. IF AN EASEMENT WILL BE DEDICATED TO THE TOWN, A PHASE 1 ENVIRONMENTAL SITE ASSESSMENT MUST BE SUBMITTED THAT IS DATED NO MORE THAN 180 DAYS PRIOR TO DEDICATION OF THE EASEMENT.

APPROVALS

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

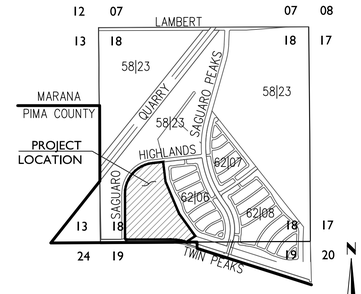
_____ _____
MARANA PLANNING DIRECTOR DATE

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

_____ _____
CLERK OF THE TOWN OF MARANA DATE

WASTEWATER

_____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE



LOCATION MAP

3" = 1 Mi

A PORTION OF THE SOUTHWEST ¼ OF SECTION 18
TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM
TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

EXISTING		PROPOSED
	PROJECT BOUNDARY	
	RIGHT-OF-WAY CENTERLINE	
	RIGHT-OF-WAY	
	PROPERTY	
	EASEMENT	
	NO ACCESS ESMT	
	100 YEAR FLOODPLAIN	
	EROSION HAZARD SETBACK	
⊠ ○	SURVEY MONUMENT	▣ ●
	ACCESS CONTROL POINT	★

ABBREVIATIONS

CA	COMMON AREA	PG	PAGE
DKT	DOCKET	PUE	PUBLIC UTILITY EASEMENT
ESMT	EASEMENT	ROW	RIGHT-OF-WAY
LS/RLS	REGISTERED LAND SURVEYOR	SF	SQUARE FEET
M&P	MAPS AND PLATS		

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF SAGUARO SPRINGS, BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 AND A AND B, AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23, SAID BEARING BEING N89°47'51"E.

SHEET INDEX

1	FP01	COVER & NOTES SHEET
2	FP02	BOUNDARY, INDEX & DETAILS SHEET
3 – 6	FP03-FP06	PARCEL DATA SHEETS

CERTIFICATIONS

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

_____ _____
MARY F KENNEDY DATE
RLS 21071

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS OR HAZARD SETBACKS NOTED, IF ANY, WERE REVIEWED AND SHOWN UNDER MY DIRECTION.

_____ _____
GREGORY PAUL BENNETT DATE
PE 53192

REF: PRV-9955, PRV1606-001

PRV1611-001

Final Plat for

Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest ¼ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

Scale: N/A
Contour Interval:

FP01

Sheet No. 1 of 6

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 21071 — MARY F. KENNEDY — Date Signed 6/30/18 — ARIZONA, U.S.A. — EXPIRES: 6/30/19

Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 — GREGORY PAUL BENNETT — Date Signed 3/23/17 — ARIZONA, U.S.A. — Expires 03/31/18

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

EPS Project No. 16-042 Date: 03/23/17

SEQUENCE NUMBER

SEQUENCE NUMBER

bzismann Mar 23, 2017 8:25am U:\Projects\2016\16-042\Civil\CADD\Plans\FPV16-042_FP01.dwg

NORTHWEST CORNER OF SECTION 18
FND 2" BCSM STAMPED PCHD
1.5 BELOW SURFACE

N89°47'51"W 2525.55'
BASIS OF BEARINGS

NORTH ONE QUARTER
FND ½" IRON PIPE

2" BCSM

N83°46'13"E
58.22'

N83°46'13"E 1272.91'

S00°06'46"E 2642.13'

WEST QUARTER CORNER
OF SECTION 18
FND 2" LCP STAMPED
SEC. 13, 18 ½

Saguaro Springs Block 2
Bk 58, Pg 23
Unsubdivided
Zoning: F

Saguaro Springs Block C
Bk 58, Pg 23
Public Drainageway
and Open Space
Zoning: R-6

Saguaro Springs Block 4
Bk 62, Pg 6
Zoning: R-6

N

0 100
Scale: 1"=100'

Wild Spring Dr
Howling Wolf Rd
Buzzing Bee Tr
Silver Cholla Dr
Weeping Owl Rd
Spanish Dagger Dr
Blue Saguaro St
Old Agave Tr
Saguaro Highlands Drive
(PUBLIC STREET)
Twin Peaks Road
(PUBLIC STREET)

R=800.00' L=117.53' D=083°54'18"
R=800.00' L=808.81' D=057°55'36"
R=800.00' L=114.42' D=083°54'18"
R=761.00' D=025°58'42"
R=800.00' L=362.72'
R=800.00'

S6°45'15"E 508.70'
S22°46'26"E 907.01'
S35°41'30"E 553.72'
S54°18'30"W 79.49'
S89°50'50"W 1403.92'

N0°08'05"W 1197.40'
398.06'
799.34'
1076.39'
S00°08'5"E 2640.81'

2" BCSM

SOUTH QUARTER CORNER SECTION 18
½" REBAR LS 14172

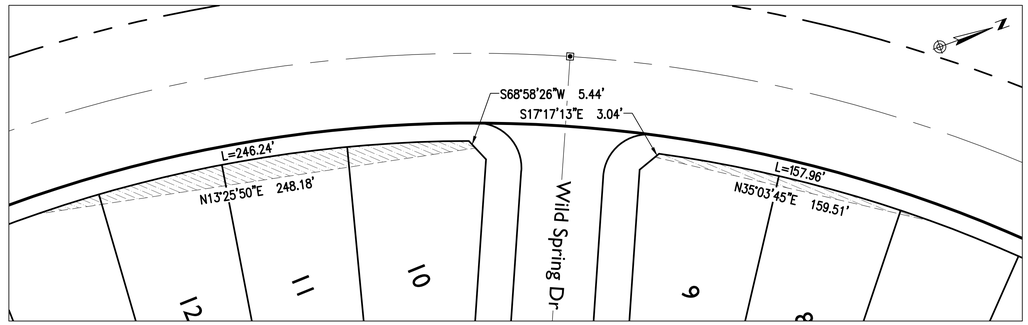
SOUTHWEST CORNER SECTION 18
1½" LCP, NOT MARKED
18" BELOW SURFACE

600.00'

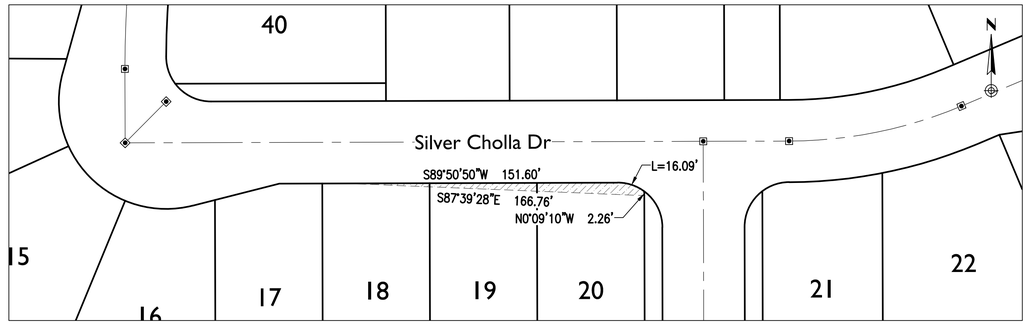
TOWN OF MARANA
PIMA COUNTY

N89°50'50"E 2524.91'
1924.91'

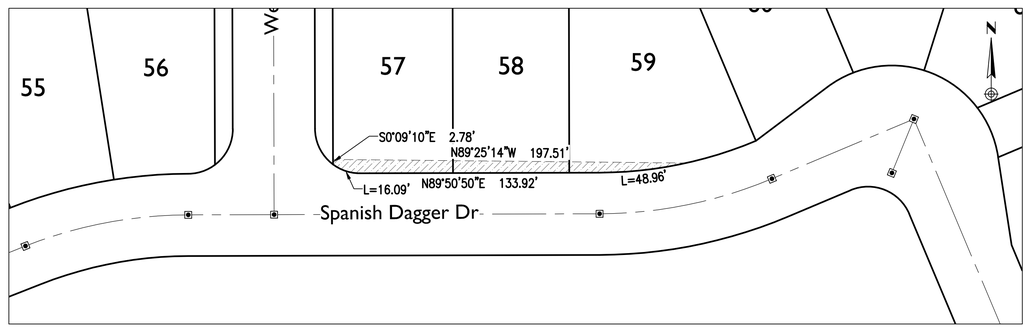
PIMA COUNTY
TOWN OF MARANA



SITE VISIBILITY EASEMENT DETAIL
1" = 40'



SITE VISIBILITY EASEMENT DETAIL
1" = 40'



SITE VISIBILITY EASEMENT DETAIL
1" = 40'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21071
MARY F.
KENNEDY
Date Signed 6/30/16
ARIZONA, U.S.A.
EXPIRES: 6/30/16

Registered Professional Engineer (Civil)
CERTIFICATE NO.
53192
GREGORY PAUL
BENNETT
Date Signed 5/31/18
ARIZONA, U.S.A.
Expires 05/31/18

EPS GROUP
8710 N. Thorndydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

REF: PRV-9955, PRV1606-001

Final Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest ¼ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

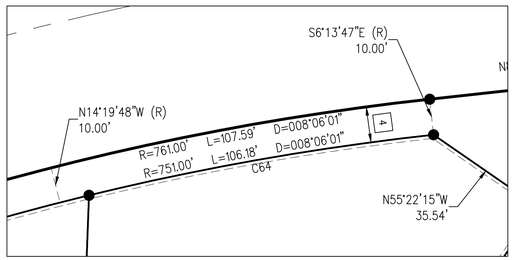
EPS Project No. 16-042 | Date: 03/23/17

PRV1611-001
Scale: 1" = 100'
Contour Interval:
FP02
Sheet No. 2 of 6

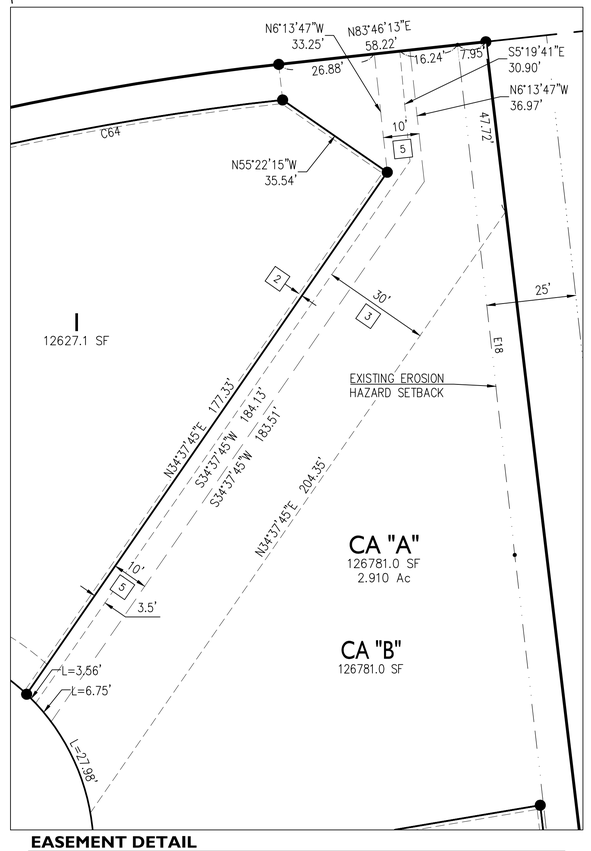
SEQUENCE NUMBER

SEQUENCE NUMBER

bzismann Mar 23, 2017 8:26am U:\Projects\2016\16-042\Civil\CADD\Plans\FP\16-042_FP02.dwg



EASEMENT DETAIL
1" = 20'



EASEMENT DETAIL
1" = 20'

Saguaro Springs Block 2
Bk 58, Pg 23
Unsubdivided
Zoning: F

Saguaro Springs Block C
Bk 58, Pg 23
Public Drainageway
and Open Space
Zoning: R-6

Saguaro Highlands Dr (PUBLIC STREET) Bk 58, M&P, PG 23

Howling Wolf Rd (PUBLIC STREET)

Wild Spring Dr (PUBLIC STREET)

Buzzing Bee Tr (PUBLIC STREET)

SEE DETAIL, LEFT

SEE DETAIL, RIGHT

EXISTING 100 YEAR FLOODPLAIN LIMITS

EXISTING EROSION HAZARD SETBACK

SIGHT VISIBILITY EASEMENT SEE DETAIL, SHEET 2

SIGHT VISIBILITY EASEMENT SEE DETAIL, SHEET 2

N83°46'13"E 1272.91'

N83°46'13"E 58.22'

N55°22'15"W 35.54'

1 12627.1 SF

2 10848.7 SF

3 8478.7 SF

4 8633.2 SF

5 8633.2 SF

6 8633.2 SF

7 8633.2 SF

8 8633.2 SF

9 9005.9 SF

10 9005.9 SF

11 8633.2 SF

12

CA "A" 126781.0 SF 2.910 Ac

CA "B" 126781.0 SF

CA "B" 1481.0 SF

CA "B" 25266.4 SF

CA "A" 43304.9 SF

31 8673.8 SF

32 8634.5 SF

33 10437.9 SF

34 8582.9 SF

35 7846.5 SF

36 7846.5 SF

37 7846.5 SF

38 7846.5 SF

39

41

42

43

44

45

46 8232.4 SF

47 8140.4 SF

48 7200.0 SF

49 7181.0 SF

26

27 8124.3 SF

28 9153.3 SF

29 8252.4 SF

30 8463.1 SF

SEE SHEET 4

SEE SHEET 4

SEE SHEET 4

S89°50'50"W 180.00'

N83°46'13"E 1272.91'

SCALE 40 0 40 80 FEET
HORIZONTAL: 1"=40'

SEQUENCE NUMBER

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 30' SEWER EASEMENT BY THIS PLAT
4. 10' WATER EASEMENT BY THIS PLAT
5. 10' ELECTRIC EASEMENT BY THIS PLAT
6. 15' x 15' ELECTRICAL EASEMENT PER DOCKET 12924, PG 5507

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 21071 — MARY F. KENNEDY — Date Signed 03/23/17 — ARIZONA, U.S.A. — EXPIRES: 6/30/18

Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 — GREGORY PAUL BENNETT — Date Signed 03/23/17 — ARIZONA, U.S.A. — Expires 03/31/18

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

REF: PRV-9955, PRV1606-001

Final Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest 1/4 of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 — Date: 03/23/17

PRV1611-001
Scale: 1" = 40'
Contour Interval:
FP03
Sheet No. 3 of 6

SEQUENCE NUMBER

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Saguaro Springs Block C
Bk 58, Pg 23
Public Drainageway
and Open Space
Zoning: R-6

SEE SHEET 3

SEE SHEET 5

SEE SHEET 6

Howling Wolf Rd (PUBLIC STREET)

Silver Cholla Dr (PUBLIC STREET)

Weeping Owl Rd (PUBLIC STREET)

Buzzing Bee Tr (PUBLIC STREET)

Saguaro Highlands Dr (PUBLIC STREET) BK 58, M&P, PG 23

Spanish Dagger Dr (PUBLIC STREET) N89°50'50"E 229.92'

SIGHT VISIBILITY EASEMENT SEE DETAIL, SHEET 2

SEE DETAIL, RIGHT

EXISTING 100 YEAR FLOODPLAIN LIMITS

EXISTING EROSION HAZARD SETBACK

SCALE HORIZONTAL: 1"=40'

SEQUENCE NUMBER

EASEMENT DETAIL
1" = 20'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 30' SEWER EASEMENT BY THIS PLAT
4. 10' WATER EASEMENT BY THIS PLAT
5. 10' ELECTRIC EASEMENT BY THIS PLAT
6. 15' x 15' ELECTRICAL EASEMENT PER DOCKET 12924, PG 5507

REGISTERED LAND SURVEYOR — 21071 MARY F. KENNEDY — ARIZONA U.S.A. — EXPIRES: 6/30/18

Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 GREGORY PAUL BENNETT — ARIZONA, U.S.A. — Expires 03/31/18

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Final Plat for
Saguaro Bloom Block 3
Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

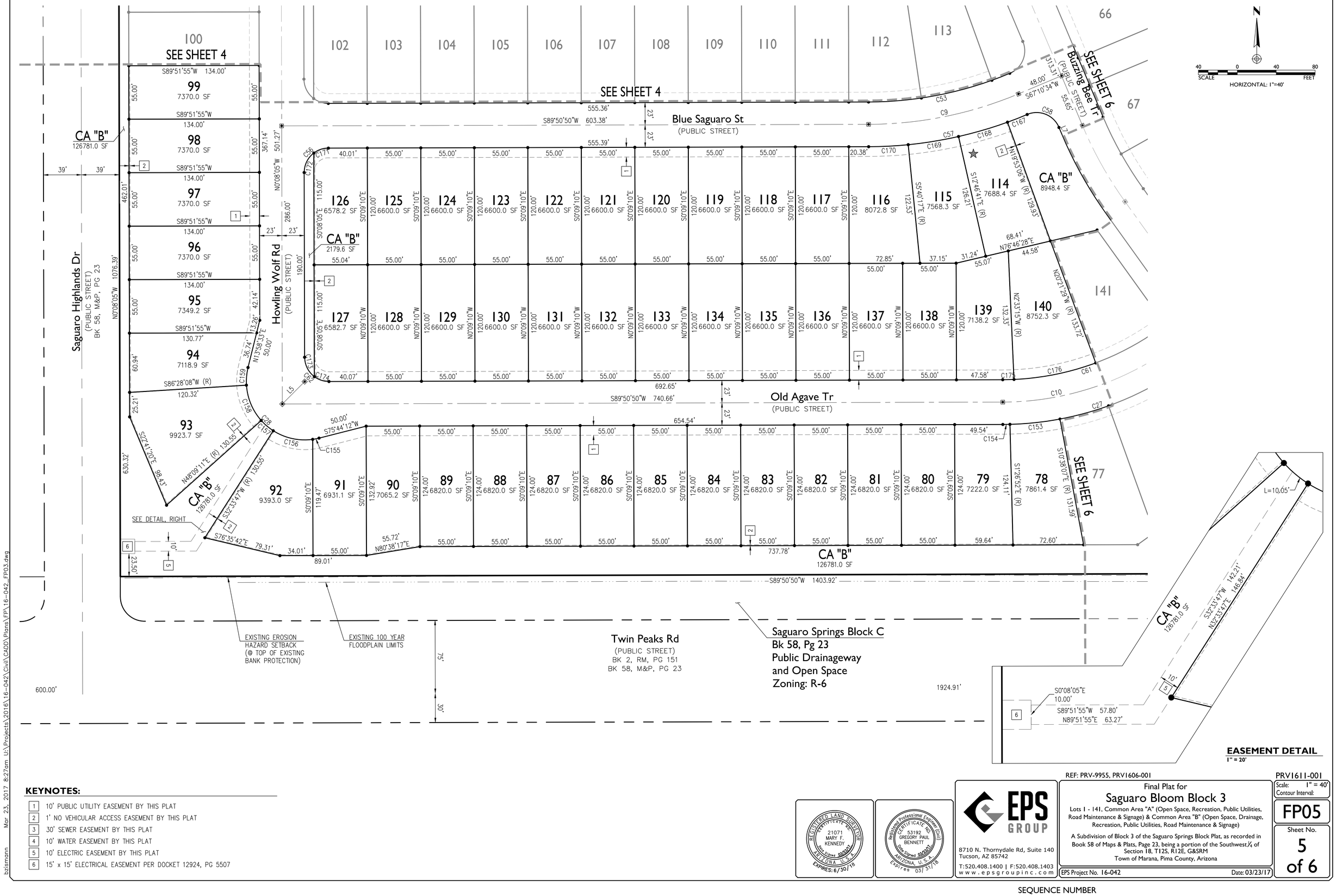
A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest 1/4 of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 — Date: 03/23/17

PRV1611-001
Scale: 1" = 40'
Contour Interval:
FP04
Sheet No. 4 of 6

bzismann Mar. 23, 2017 8:26am U:\Projects\2016\16-042\Civil\CADD\Plans\FP\16-042_FP03.dwg

SEQUENCE NUMBER



KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 30' SEWER EASEMENT BY THIS PLAT
4. 10' WATER EASEMENT BY THIS PLAT
5. 10' ELECTRIC EASEMENT BY THIS PLAT
6. 15' x 15' ELECTRICAL EASEMENT PER DOCKET 12924, PG 5507

EASEMENT DETAIL
1" = 20'

REF: PRV-9955, PRV1606-001

PRV1611-001

Final Plat for
Saguaro Bloom Block 3
Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

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Town of Marana, Pima County, Arizona

Scale: 1" = 40'
Contour Interval:

FP05

Sheet No. 5 of 6

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 21071 — MARY F. KENNEDY — Date Licensed 09/2010 — ARIZONA U.S.A. — EXPIRES: 6/30/18

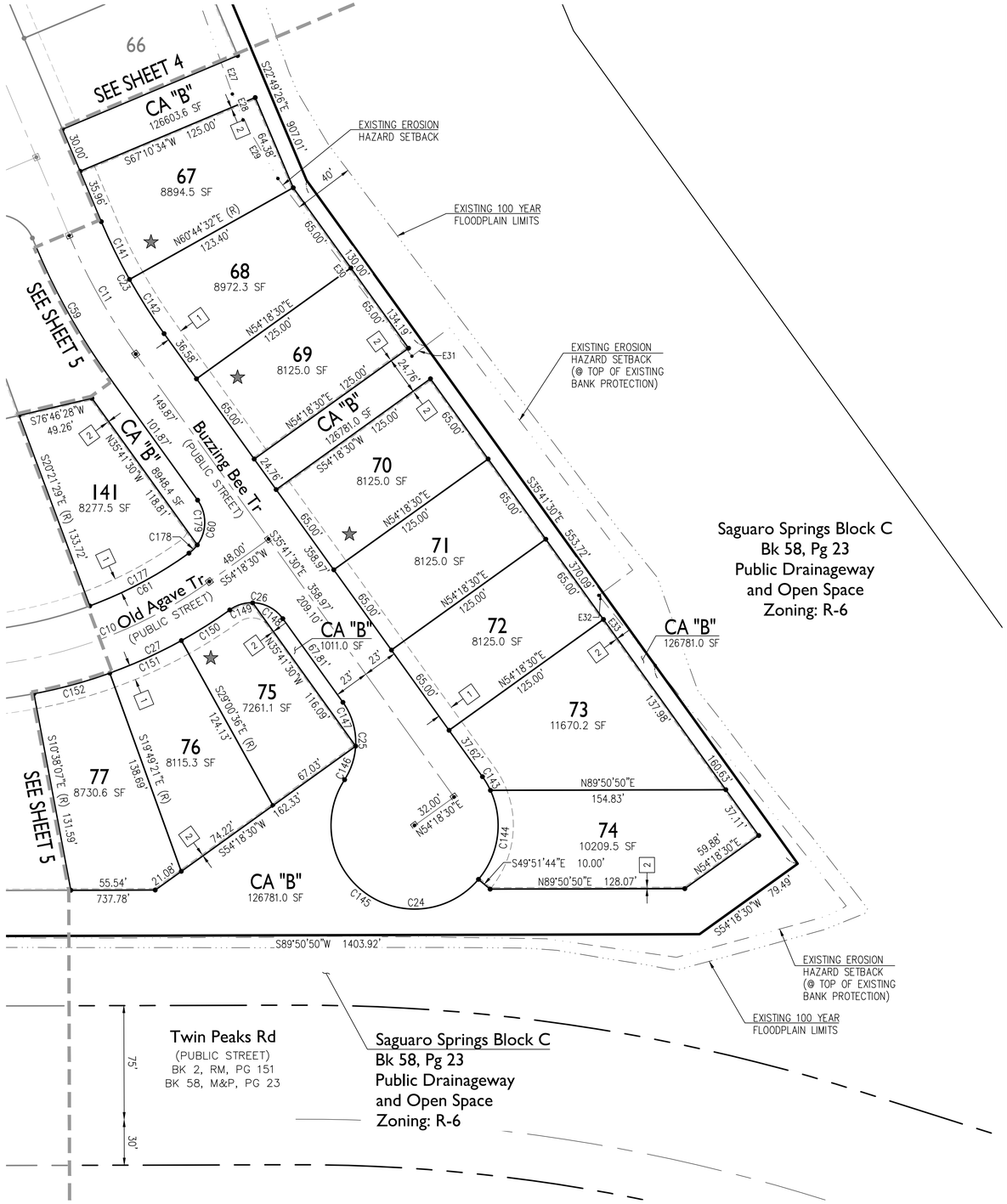
Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 — GREGORY PAUL BENNETT — Date Signed 9/8/2017 — ARIZONA, U.S.A. — Expires 03/31/18

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

EPS Project No. 16-042 — Date: 03/23/17

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SEQUENCE NUMBER



Saguaro Springs Block C
Bk 58, Pg 23
Public Drainageway
and Open Space
Zoning: R-6

Line Table		
Line	Bearing	Length
L1	S30°54'57"W	35.40'
L2	S44°51'22"W	32.53'
L3	S67°49'26"E	32.53'
L4	N22°10'34"E	32.53'
L5	N44°51'22"E	32.53'
L6	S67°10'34"W	13.34'
L7	N22°49'26"W	7.65'
L13	S36°56'04"E	0.38'
L14	N4°30'04"E	4.01'
L15	S89°51'55"W	14.14'
L16	N8°42'48"W	0.38'
L17	S44°51'55"W	12.93'

Line Table		
Line	Bearing	Length
E18	S6°23'51"E	143.47'
E19	S6°33'14"E	282.82'
E20	S5°32'46"E	50.87'
E21	S16°18'46"E	77.49'
E22	S23°41'15"E	253.06'
E23	S20°15'21"E	344.88'
E24	S24°17'08"E	65.34'
E25	S25°26'14"E	45.16'
E26	S19°51'44"E	34.27'
E27	S19°37'06"E	50.06'
E28	S22°31'26"E	18.42'
E29	S30°43'07"E	44.85'
E30	S37°00'38"E	146.42'
E31	N53°00'43"E	11.27'
E32	S53°22'10"W	3.27'
E33	S38°51'23"E	59.24'

Curve Table			
Curve	Length	Radius	Delta
C1	755.63'	594.00'	072°53'12"
C2	269.32'	594.00'	025°58'42"
C3	486.31'	594.00'	046°54'30"
C4	92.25'	400.00'	013°12'52"
C5	98.92'	250.00'	022°40'16"
C6	93.25'	250.00'	021°22'14"
C7	93.17'	250.00'	021°21'09"
C8	98.92'	250.00'	022°40'16"
C9	158.27'	400.00'	022°40'16"
C10	186.08'	300.00'	035°32'20"
C11	89.83'	400.00'	012°52'04"
C12	40.90'	25.00'	093°44'22"
C13	37.40'	25.00'	085°42'44"
C14	364.82'	617.00'	033°52'40"
C15	137.83'	60.00'	131°36'49"
C16	86.95'	377.00'	013°12'52"
C17	123.80'	60.00'	118°13'16"
C18	108.02'	273.00'	022°40'16"
C19	39.27'	25.00'	090°00'00"
C20	39.27'	25.00'	090°00'00"
C21	89.82'	227.00'	022°40'16"
C22	123.80'	60.00'	118°13'16"
C23	84.67'	377.00'	012°52'04"
C24	238.93'	55.00'	248°53'59"
C25	54.11'	45.00'	068°53'59"
C26	39.27'	25.00'	090°00'00"
C27	200.35'	323.00'	035°32'20"
C28	123.82'	60.00'	118°14'21"
C29	39.27'	25.00'	090°00'00"
C30	39.27'	25.00'	090°00'00"
C31	39.27'	25.00'	090°00'00"
C32	84.67'	227.00'	021°22'14"
C33	101.74'	273.00'	021°21'09"
C34	39.27'	25.00'	090°00'00"
C35	39.27'	25.00'	090°00'00"
C36	125.44'	60.00'	119°47'01"
C37	187.52'	617.00'	017°24'50"
C38	37.40'	25.00'	085°42'44"
C39	40.90'	25.00'	093°44'22"
C40	49.67'	761.00'	003°44'22"
C41	49.67'	761.00'	003°44'22"
C42	661.52'	571.00'	066°22'42"
C43	45.14'	25.00'	103°26'44"
C44	97.56'	423.00'	013°12'52"
C45	39.27'	25.00'	090°00'00"
C46	89.82'	227.00'	022°40'16"
C47	39.58'	25.00'	090°43'09"
C48	57.66'	273.00'	012°06'05"
C49	84.60'	227.00'	021°21'09"
C50	108.02'	273.00'	022°40'16"
C51	39.27'	25.00'	090°00'00"
C52	39.27'	25.00'	090°00'00"
C53	149.17'	377.00'	022°40'16"
C54	39.28'	25.00'	090°01'05"
C55	35.23'	25.00'	080°43'51"

Curve Table			
Curve	Length	Radius	Delta
C56	39.26'	25.00'	089°58'55"
C57	167.37'	423.00'	022°40'16"
C58	39.27'	25.00'	090°00'00"
C59	95.00'	423.00'	012°52'04"
C60	39.27'	25.00'	090°00'00"
C61	171.81'	277.00'	035°32'20"
C62	39.28'	25.00'	090°01'05"
C63	33.99'	60.00'	032°27'17"
C64	97.83'	751.00'	007°27'48"
C65	50.42'	60.00'	048°08'36"
C66	115.55'	751.00'	008°48'55"
C67	20.61'	617.00'	001°54'51"
C68	70.74'	751.00'	005°23'48"
C69	58.12'	617.00'	005°23'48"
C70	70.74'	751.00'	005°23'48"
C71	58.12'	617.00'	005°23'48"
C72	70.74'	751.00'	005°23'48"
C73	58.12'	617.00'	005°23'48"
C74	70.74'	751.00'	005°23'48"
C75	58.12'	617.00'	005°23'48"
C76	70.74'	751.00'	005°23'48"
C77	58.12'	617.00'	005°23'48"
C78	70.74'	751.00'	005°23'48"
C79	53.62'	617.00'	004°58'47"
C80	3.16'	25.00'	007°14'57"
C81	68.14'	751.00'	005°11'54"
C82	34.24'	25.00'	078°27'47"
C83	3.16'	25.00'	007°14'57"
C84	53.62'	617.00'	004°58'47"
C85	68.14'	751.00'	005°11'54"
C86	34.24'	25.00'	078°27'47"
C87	58.12'	617.00'	005°23'48"
C88	70.74'	751.00'	005°23'48"
C89	58.12'	617.00'	005°23'48"
C90	70.74'	751.00'	005°23'48"
C91	17.67'	617.00'	001°38'26"
C92	70.74'	751.00'	005°23'48"
C93	41.92'	60.00'	040°01'55"
C94	6.82'	751.00'	000°31'14"
C95	45.09'	60.00'	043°03'41"
C96	38.42'	60.00'	036°41'24"
C97	16.09'	25.00'	036°52'12"
C98	23.18'	25.00'	053°07'48"
C99	23.18'	25.00'	053°07'48"
C100	16.09'	25.00'	036°52'12"
C101	52.40'	273.00'	010°59'49"
C102	55.62'	273.00'	011°40'27"
C103	16.66'	60.00'	015°54'25"
C104	40.30'	60.00'	038°28'51"
C105	36.91'	60.00'	035°14'42"
C106	29.94'	60.00'	028°35'17"
C107	11.92'	377.00'	001°48'43"
C108	75.03'	377.00'	011°24'09"
C109	53.42'	60.00'	051°00'56"
C110	23.18'	25.00'	053°07'48"

Curve Table			
Curve	Length	Radius	Delta
C111	21.95'	25.00'	050°18'56"
C112	75.78'	571.00'	007°36'15"
C113	72.74'	571.00'	007°17'56"
C114	72.74'	571.00'	007°17'56"
C115	72.74'	571.00'	007°17'56"
C116	72.74'	571.00'	007°17'56"
C117	91.88'	571.00'	009°13'09"
C118	72.74'	571.00'	007°17'56"
C119	72.74'	571.00'	007°17'56"
C120	57.42'	571.00'	005°45'44"
C121	16.40'	25.00'	037°35'21"
C122	23.18'	25.00'	053°07'48"
C123	89.82'	227.00'	022°40'16"
C124	16.09'	25.00'	036°52'12"
C125	23.18'	25.00'	053°07'48"
C126	44.70'	423.00'	006°03'16"
C127	52.86'	423.00'	007°09'36"
C128	48.95'	227.00'	012°21'20"
C129	35.72'	227.00'	009°00'54"
C130	60.08'	273.00'	012°36'35"
C131	41.66'	273.00'	008°44'34"
C132	16.09'	25.00'	036°52'12"
C133	23.18'	25.00'	053°07'48"
C134	23.18'	25.00'	053°07'48"
C135	16.09'	25.00'	036°52'12"
C136	89.82'	227.00'	022°40'16"
C137	16.66'	60.00'	015°54'25"
C138	40.30'	60.00'	038°28'51"
C139	36.91'	60.00'	035°14'42"
C140	29.94'	60.00'	028°35'17"
C141	42.33'	377.00'	006°26'02"
C142	42.33'	377.00'	006°26'02"
C143	10.42'	55.00'	010°51'25"
C144	62.37'	55.00'	064°58'21"
C145	166.14'	55.00'	173°04'13"
C146	23.53'	45.00'	029°57'27"
C147	30.59'	45.00'	038°56'33"
C148	23.18'	25.00'	053°07'48"
C149	16.09'	25.00'	036°52'12"
C150	37.67'	323.00'	006°40'54"
C151	51.79'	323.00'	009°11'15"
C152	51.79'	323.00'	009°11'15"
C153	51.79'	323.00'	009°11'15"
C154	7.30'	323.00'	001°17'42"
C155	6.63'	60.00'	006°20'01"
C156	42.40'	60.00'	040°29'33"
C157	16.33'	60.00'	015°35'24"
C158	40.12'	60.00'	038°18'57"
C159	18.33'	60.00'	017°30'25"
C160	5.03'	25.00'	011°32'13"
C161	34.24'	25.00'	078°27'47"
C162	23.18'	25.00'	053°07'48"
C163	16.10'	25.00'	036°53'17"
C164	54.56'	377.00'	008°17'29"
C165	74.87'	377.00'	011°22'42"

Curve Table			
Curve	Length	Radius	Delta
C166	19.75'	377.00'	003°00'04"
C167	21.70'	423.00'	002°56'20"
C168	52.47'	423.00'	007°06'25"
C169	52.47'	423.00'	007°06'25"
C170	40.74'	423.00'	005°31'07"
C171	16.08'	25.00'	036°51'07"
C171	16.08'	25.00'	036°51'07"
C172	23.18'	25.00'	053°07'48"
C173	23.18'	25.00'	053°07'48"
C174	16.10'	25.00'	036°53'17"
C175	11.61'	277.00'	002°24'05"
C176	86.07'	277.00'	017°48'14"
C177	74.13'	277.00'	015°20'01"
C178	7.75'	25.00'	017°46'18"
C179	31.52'	25.00'	072°13'42"

N

SCALE 40 0 40 80 FEET

HORIZONTAL: 1"=40'

SEQUENCE NUMBER

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 30' SEWER EASEMENT BY THIS PLAT
4. 10' WATER EASEMENT BY THIS PLAT
5. 10' ELECTRIC EASEMENT BY THIS PLAT
6. 15' x 15' ELECTRICAL EASEMENT PER DOCKET 12924, PG 5507

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 21071 — MARY F. KENNEDY — Date Signed 03/23/17 — ARIZONA, U.S.A. — EXPIRES: 6/30/18

Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 — GREGORY PAUL BENNETT — Date Signed 03/23/17 — ARIZONA, U.S.A. — Expires 03/31/18

EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

REF: PRV-9955, PRV1606-001

PRV1611-001

Final Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest 1/4 of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 — Date: 03/23/17

Scale: 1" = 40'
Contour Interval:

FP06

Sheet No. 6 of 6

bzismann Mar 23, 2017 8:27am U:\Projects\2016\16-042\Civil\CADD\Plans\FP\16-042_FP03.dwg

SEQUENCE NUMBER

Development Services / planning@maranaaz.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Saguaro Bloom Block 3	
Description of Project: Residential Subdivision	Number of Lots: 141
Parcel No.(s): 216-40-0160	Gross Area (Acres): 40
Project Address: 9830 N. Saguaro Highlands Drive, Marana, AZ 85743	
Ref. Project No.: PRV1606-001; PRV-9955	

CONTACT INFORMATION

Owner: D.R. Horton, Arizona	Contact Name: Brent Davis		
Address: 3580 W. Ina Road, Ste 100	City: Tucson	State: AZ	Zip: 85741
Email: btdavis@drhorton.com	Phone No.: (520) 790-6005		
Applicant:	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Consultant/Engineer: EPS Group, Inc.	Contact Name: Ben Zismann		
Address: 8710 N. Thornydale Road, Ste 140	City: Tucson	State: AZ	Zip: 85742
Email: ben.zismann@epsgroupinc.com	Phone No.: (520) 408-1400		

OWNER/APPLICANT AUTHORIZATION

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

Ben Zismann	Benjamin E Zismann DN: cn=Benjamin E Zismann, o=EPS Group, Inc., ou, email=ben.zismann@epsgroupinc.com, c=US 2016.11.16 07:34:42 -07'00'	11/16/2016
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV1611-001 **Date Received** 11/14/2016

☐ Annexation	☐ Rezone	☐ Specific Plan	☐ General Plan Amendment
☐ Preliminary Plat	☒ Final Plat	☐ Significant Land Use Change	☐ Minor Land Division
☐ Variance	☐ Development Plan	☐ Development Plan Package	☐ Dedications / Easements
☐ Lic. Agreement	☐ Landscape Plan	☐ Conditional Use Permit	☐ Report (Type): _____
☐ SWPP	☐ Native Plant Plan	☐ Native Plant Exception	☐ Other: _____

☐ Improvement Plan (Type): _____

Saguaro Bloom Block 3
Lots 1-141 & CommonAreas A & B
Final Plat

Case: PRV1611-001



A request for final plat approval for a 141 lot detached single family residential subdivision on 39.74 acres within Block 3 of the Saguaro Bloom development.

Council-Regular Meeting **C2**

Meeting Date: 04/18/2017

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: April 18, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2017.009: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 – Employment Process, Policy 2-8 "Fingerprinting", Section 2-8-1 "Affected Positions" (Jane Fairall)

Discussion:

The Town Council is authorized by A.R.S. § 41-1750 to adopt an ordinance authorizing the Town to receive criminal justice information from state and federal criminal history repositories for the purpose of evaluating the fitness of current or prospective employees. State law requires that the ordinance must identify the specific categories of employees subject to the ordinance and must require the specified employees to submit fingerprints in conjunction with the requests for criminal history record information. Section 2-8-1 of the Town's Personnel Policies and Procedures identifies the specific categories of Town employees that must submit fingerprints during the hiring process so that the Town may receive criminal history record information regarding the employees. The list currently includes:

1. Positions in which the employees' job duties include unsupervised contact with minor children.
2. Parks and recreation department positions in which the employees work directly with children under the age of 18 or vulnerable adults.
3. All police department positions.
4. Positions in the Marana Municipal Court, in accordance with any applicable Arizona Supreme Court administrative orders or directives.

The proposed ordinance would add two new categories of employees to the list of employees who must submit fingerprints during the hiring process: animal control officers and all technology services department positions. The animal control officer position is new to the Town and is similar to a police department/law enforcement position. Staff is also recommending addition of the technology services department employees due to these employees access to sensitive and

personal information.

Staff Recommendation:

Staff recommends approval of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2017.009, approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 2 – Employment Process, Policy 2-8 "Fingerprinting", Section 2-8-1 "Affected Positions."

Attachments

Ordinance No. 2017.009

MARANA ORDINANCE NO. 2017.009

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 2 – EMPLOYMENT PROCESS, POLICY 2-8 "FINGERPRINTING", SECTION 2-8-1 "AFFECTED POSITIONS"

WHEREAS Chapter 3-3 of the Marana Town Code provides that the Town Council may adopt personnel policies, rules, and regulations that follow the generally accepted principles of good personnel administration and which may be modified or changed from time to time; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which have been amended from time to time; and

WHEREAS the Town Council is authorized by A.R.S. § 41-1750 to adopt an ordinance authorizing the Town to receive criminal justice information from state and federal criminal history repositories for the purpose of evaluating the fitness of current or prospective employees, so long as the ordinance identifies the specific categories of employees subject to the ordinance and requires that the specified employees submit fingerprints in conjunction with the requests for criminal history record information; and

WHEREAS the Town Council has adopted Section 2-8-1 of the Town's Personnel Policies and Procedures which identifies the specific categories of Town employees that must submit fingerprints so that the Town may receive criminal history record information regarding the employees; and

WHEREAS the Council finds that adoption of the amendments to Section 2-8-1 of the Town's Personnel Policies and Procedures as set forth in this ordinance is in the best interests of the Town and its employees.

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

SECTION 1. Section 2-8-1 (Affected positions) of the Town's Personnel Policies and Procedures is hereby revised as follows (with additions shown with <u>double underlining</u>):

Section 2-8-1 Affected Positions

Candidates for employment in the following positions may be required, as a condition of hire, to furnish a full set of fingerprints on a standard fingerprint card to the town.

A. Positions in which the employees' job duties include unsupervised contact with minor children.

B. Parks and recreation department positions in which the employees work directly with children under the age of 18 or vulnerable adults. For purposes of this policy, "vulnerable adult" shall be defined as set forth in the Marana Town Code.

C. All police department positions.

D. Positions in the Marana Municipal Court, in accordance with any applicable state law or Arizona Supreme Court administrative orders or directives.

E. Animal control officer positions.

F. All technology services department positions.

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

SECTION 3. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. This ordinance is administrative, and shall become effective immediately.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 04/18/2017

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: April 18, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-032: Relating to Real Estate; authorizing the Town Manager to sign instruments granting Tucson Electric Power Company an electrical right of way easement and a temporary construction easement with excavation on the Marana Operations Center property (Frank Cassidy)

Discussion:

TEP needs to relocate electric facilities at the Marana Operations Center in connection with the construction of ADOT's Ina Road transportation interchange project. TEP will abandon an existing electrical right of way easement on the MOC property and needs a new permanent electrical right of way easement for the relocation. The MOC is encumbered by a Marana Municipal Corporation lease, which is part of the financing arrangement for previously-issued bonds that will be refinanced with the currently pending bond sale, scheduled to close on April 20. Once the bond sale closes, the MOC will be released from the MMPC lease, enabling the Town to grant the TEP easement without the need for MMPC Board authorization.

Pending clearance of this MMPC lease title issue for the MOC, and to give the staffs of the Town and TEP to work out questions regarding the proposed legal description for the permanent TEP easement, Town staff proposes to grant TEP a temporary construction easement with excavation over the same area on the MOC property. The temporary construction easement will allow TEP to begin its relocation activities immediately, without waiting for the permanent easement.

If approved, this resolution will authorize the Town Manager to sign instruments on the Town's behalf, granting TEP the temporary construction easement and permanent electrical right of way easement over the MOC property. Exhibit A to the proposed resolution shows the location of the easement.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2017-032, authorizing the Town Manager to sign instruments granting Tucson Electric Power Company an electrical right of way easement and a temporary construction easement with excavation on the Marana Operations Center property.

Suggested Motion:

I move to adopt Resolution No. 2017-032, authorizing the Town Manager to sign instruments granting Tucson Electric Power Company an electrical right of way easement and a temporary construction easement with excavation on the Marana Operations Center property.

Attachments

Resolution No. 2017-032

Exhibit A to Resolution TEP Depiction

MARANA RESOLUTION NO. 2017-032

RELATING TO REAL ESTATE; AUTHORIZING THE TOWN MANAGER TO SIGN INSTRUMENTS GRANTING TUCSON ELECTRIC POWER COMPANY AN ELECTRICAL RIGHT OF WAY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT WITH EXCAVATION ON THE MARANA OPERATIONS CENTER PROPERTY

WHEREAS Tucson Electric Power Company needs to relocate electric facilities at the Marana Operations Center at 5100 West Ina Road in connection with the construction of Ina Road improvements, Silverbell Road to Camino de la Cruz (ADOT Project No.: SB41301C); and

WHEREAS Tucson Electric Power Company will abandon an existing electrical right of way easement on the Marana Operations Center property and needs a new permanent electrical right of way easement in order to accomplish the relocation; and

WHEREAS a title issue and a legal description correction will delay the Town's ability to grant the permanent right of way easement, so Town staff proposes the execution of a temporary construction easement with excavation over the same area on the Marana Operations Center property to allow Tucson Electric Power Company to begin the relocation immediately without waiting for the permanent easement; and

WHEREAS the Town Council finds that this resolution will facilitate the construction of necessary roadway and electric facility infrastructure and is in the best interests of the Town and the public.

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

SECTION l. The Town Manager is hereby authorized to sign an instrument, in a form approved by the Town Attorney, granting Tucson Electric Power Company a permanent electrical right of way easement over substantially the land area shown in the depiction attached as Exhibit A to and incorporated by this reference in this resolution, when Town staff is satisfied with (i) the status of title and (ii) the legal description.

SECTION 2. The Town Manager is authorized to immediately sign an instrument, in a form approved by the Town Attorney, granting Tucson Electric Power Company a temporary construction easement with excavation over substantially the land area shown in the depiction attached as Exhibit A.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of April, 2017.

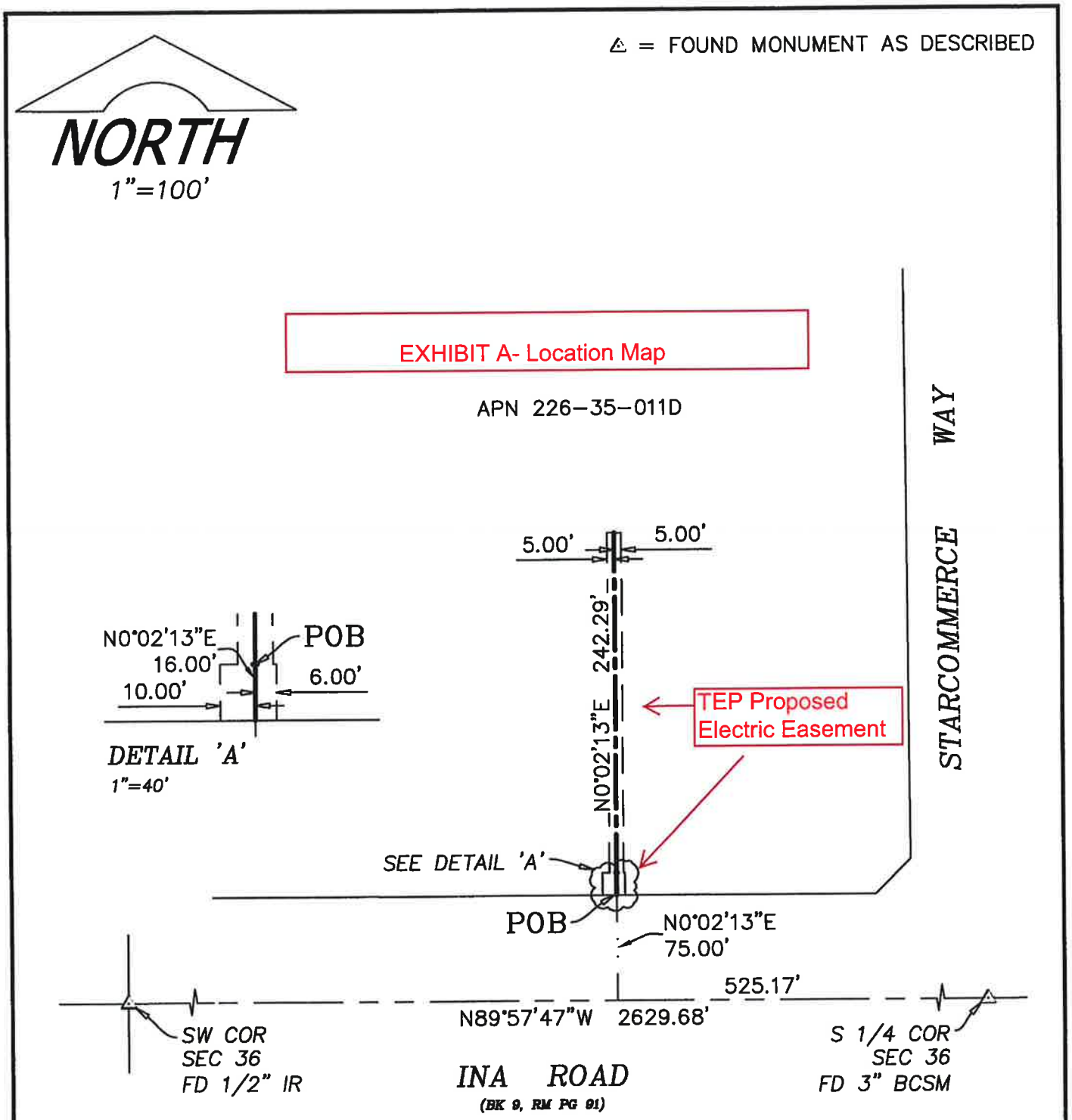
Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney



P.C.N. _____
W.I.N. _____
SCALE 1"=100'
DFT _____ DATE _____
ENG _____ DATE _____
SURV _____ DATE _____
SUP _____ DATE _____

TEP **Tucson Electric Power Company**
TUCSON, ARIZONA

TITLE: **EASEMENT**
Town of Marana 226-35-011D
SEC. 36, T-12-S, R-12-E, G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT 'A'
T 12 S R 12 E
STA. # | CODE | TYPE
SHEET 1 OF 1

Council-Regular Meeting **C4**

Meeting Date: 04/18/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 18, 2017

Subject: Approving Regular Council Meeting Minutes from March 21, 2017 and April 4, 2017 (Jocelyn C. Bronson)

Attachments

Draft March 21, 2017 Regular Council Meeting Minutes

Draft April 4, 2017 Regular Council Meeting Minutes

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 21, 2017, 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. The meeting was called to order by **Mayor Honea** at 7:02 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 Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

CALL TO THE PUBLIC. There were no speaker cards presented other than those for Item A3.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Mayor Honea noted that Biz Tucson-Marana is available online as well as paper copies.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson noted that the 40th Founders' Day is this coming Saturday. The parade starts at 10:00 a.m., and there will be many activities at Ora Mae Harn following the parade.

PRESENTATIONS

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

C1 Resolution No. 2017-019; Relating to Development: approving a release of assurances for Saguaro Springs Block 8A and accepting public improvements for maintenance (Keith Brann)

C2 Resolution No. 2017-020: Relating to Municipal Court; approving the appointment of George Dunscomb and Maria Avilez as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

C3 Resolution No. 2017-021: Relating to Public Works; approving and authorizing the Mayor to sign an intergovernmental agreement with the Regional Transportation Authority for the Arizona Pavilions Park and Ride, and authorizing the Manager to negotiate and sign a lease with the Arizona Pavilions developer for the Arizona Pavilions Park and Ride (Lisa Shafer)

C4 Approval of March 7, 2017 Regular Council Meeting Minutes and March 14, 2017 Study Session Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rev. Fr. Virgilio Tabo Jr. on behalf of St. Christopher Roman Catholic Church for Church Fiesta to be held on April 29, 2017 (Jocelyn C. Bronson). **Ms. Bronson** noted that this application was in proper order and that staff is recommending approval. ***Motion to approve by Council Member McGorray, second by Council Member Kai. Passed unanimously.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2017.006: Relating to Parks and Recreation; amending Marana Town Code Chapter 13-1 (Parks and Recreation Regulations); amending section 13-1-3 (Use and occupancy rules and regulations) to exclude regulation of model aircraft; adding new section 13-1-4 entitled "Model aircraft operation; definition; prohibitions; exceptions"; and designating an effective date (Jane Fairall).

Ms. Fairall noted that this ordinance regulates drone take-off and landings in parks and at the airport and allows the Parks and Recreation Director to determine safe drone operations. Records of these operations will be kept in the Town Clerk's office. Ms. Fairall also recognized the work of Rachel Dykman, intern in the Legal Department, who researched the bulk of the ordinance. ***Motion to approve by Council Member Bowen, second by Council Member McGorray. Passed unanimously.***

A2 Resolution No. 2017-022: Relating to Parks and Recreation; approving and authorizing the Mayor to execute a Lease Agreement between the Town of Marana and Saint Christopher

Roman Catholic Parish-Marana for the construction and maintenance of a pocket park in Honea Heights (Cynthia Nemeth-Briehn). **Lisa Shafer** and **Cynthia Nemeth-Briehn** co-presented this item. Ms. Shafer began by noting that Ms. Nemeth-Briehn and Steven Vasquez in the Planning Department have been working on the park design. This park is part of the town's neighborhood investment plan which Mr. Davidson brought before Council last year. The purpose was to look at the older neighborhoods in town such as Colonias and see what was necessary to improve streets, sidewalks, parks, drainage and other infrastructure. This project was the first project under that plan and was started because there is no park in the Honea Heights area. The church site was an ideal location because the church has 33 acres of land and there is a basketball court there. So staff has been pursuing a lease agreement with the church this past year for this park. This is a 10-year lease and the town and the church can enter into a 5-year extension after that. The agreement is that the town pays $1 per year up front.

Cynthia Nemeth-Briehn then spoke about the benefits this type of neighborhood park brings to citizens. We are hoping that this type of park would serve as a model for other Marana neighborhoods. There will be a ball park with a turf area, shade trees and seating, a ramada, a playground, parking and landscaping. The cost is estimated to be $350K. Funding sources are a CDBG grant, the affordable housing fund, the town's tipping fees, and other grants the Parks department is currently researching. Staff believes this type of park is very "grant-able." As much as possible, we hope to make this an "in-house" project, using only a limited amount of general funds. Because of its size, this park would be easily absorbed into the existing budget for maintenance operations, taking only about 30 minutes per day to maintain. Amenities such as the ramada and grill lend themselves to rental opportunities of about $12 an hour. There might be an occasional replacement of a tree, a bench or table. We are finalizing our grant research and hope to begin this project in the Fall 2017. **Council Member Ziegler** asked about the use of tipping funds for this park which **Mr. Davidson** responded that half of the tipping fees were to be used for beautification along Avra Valley Road and the other half was to be used for beautification projects around the town. ***Motion to approve by Council Member McGorray, second by Vice Mayor Post. Passed unanimously.***

A3 Resolution No. 2017-023: Relating to Administration; approving the transfer of up to $156,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to various accounts within Community Development and Neighborhood Services for expenses related to startup costs for the new Marana Animal Services division; and authorizing the increase of budgeted full-time equivalent positions from 346.63 to 348.63 for the addition of two Marana animal control officer positions (Erik Montague).

Mr. Montague gave Council an overview of the contingency expenditure as authorized by the Council action at last week's study session to provide for enforcement and an outside contract for sheltering services for animal care services within the town. Staff does not anticipate an adverse impact on the general fund for the current year.

Mayor Honea asked the speakers to come forward with their comments. He called on **Robyn Vanderburg,** who spoke as a county resident representing the welfare of the animal community. She spoke not to the termination of services with the county but the disparity of services by the new contractee. She requested an open meeting between the town, HSSA and the leaders of animal advocacy. Next, **Bonny Harris**, a 16-year resident of Marana spoke regarding last

week's study session. She is not aware of anyone who is in favor of the town getting into the animal care business. She is also upset by the "blackout" by media sources on this subject and the lack of support by elected officials to hear from the constituents on this subject. **Christy Holliger**, a Marana resident, spoke of the concerns raised at last week's study session, specifically regarding the spay and neuter program for community cats, which the town declined to participate in under an IGA with the county. She also addressed and disputed other aspects of statements Ms. Shafer made at the study session. The last speaker was **Sharon Woolridge**, a former Marana resident and now a resident of the county. She wondered who would be running the temporary shelters if they are maintained in north Marana and then had to transport animals to an alternate site. In her experience PACC has been responsive to calls in the past. She also noted that the town would be taking over these animal care services around the 4th of July when many dogs are frightened by the fireworks and loud noises and run away.

Vice Mayor Post asked Mr. Montague if anything would be put in the budget for next for the spay and neuter of animals. **Mr. Montague** responded that what will initially be loaded into the budget will be consist with the numbers comprising the $156K. **Ms. Shafer** interjected that staff is continuing their negotiations with the Humane Society for services, and spay and neuter services is a part of that discussion. The Humane Society is very excited about possibly doing a clinic in north Marana in June to get dogs microchipped because of the 4th of July. There are several programs being considered for inclusion into next year's budget. The Humane Society currently goes out into the community to do vaccination and spay and neuter clinics. **Vice Mayor Post** would like to see a temporary kenneling facility in north Marana. Council Member Ziegler asked several questions on anticipated costs for personnel and equipment, provision for animals in temporary holding facilities and their transportation in a timely manner to the Humane Society and reiterated her opposition to the Council action at the study session last week. Council Member Kai would like staff to come back within a year or two to show Council the actual costs are and to keep a log of all kudos or complaints of this operation. **Vice Mayor Post** pointed out that since 2009, the Council has been aware of the county charges, and there has been discussion every year that a bill has been submitted by the county, and costs have risen over 200%. The reason for bringing this up is to say that we have discussed this issue at meetings in great detail. We have written letters to PACC and asked for substantiation of the bills year after year and gotten responses back that are not clear. There are issues in our community with PACC. He believes the town will do a good job and get this done. We will make sure that this is a service for our residents that is done right and well-received, and we will get people saying thank-you. He continued that it isn't always about money. It's about money in this case because now it got to the point that the county is charging us to the point where we can move into the business. That's where it becomes about money. **Council Member Ziegler** again responded to Vice Mayor Post's remarks and asked again why this issue wasn't vetted with the residents.

Council Member Bowen made a motion to approve Resolution No. 2017-023, second by Vice Mayor Post. Passed 5-2 with Council Members Kai and Ziegler dissenting.

A4 Ordinance No. 2017-007; Relating to Finance; amending the Town of Marana comprehensive fee schedule; and declaring an emergency (Tony Hunter). **Mr. Hunter** noted that during the original revision process encompassing over 50 pages of fees, there were three fees that were revised but omitted in the final document. All the fees and descriptions have been included in the Council supplemental materials and in the required statutory 60-day published

DRAFT

notice. The affected fees are for a preliminary plat, a customer-requested meter re-read and a sewer service establishment fee. He noted that there is an emergency clause included in the ordinance so that these fees can take effect immediately. ***Motion to approve by Council Member Comerford, second by Council Bowen. Passed unanimously.***

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). **Mr. Davidson** stated that there have been no major changes with bills that we have been tracking.

EXECUTIVE SESSIONS. Mayor Honea asked for a motion to go into executive session on items E2 and E3. ***Motion by Council Member McGorray, second by Council Member Ziegler. Passed unanimously.***

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

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town's attorneys in order to consider its position and instruct its attorneys regarding the public body's position regarding settlement discussions conducted in order to resolve litigation in Town of Oro Valley v. Bennett, Pima County Superior Court No. C20160706, funded by the Town of Marana as Lead Agency for the Tangerine Corridor project. **Mr. Cassidy** requested authorization from Council to settle the Bennett litigation for $127,500 plus statutory interest. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with the Town's attorneys in order to consider its position and instruct its attorneys regarding the Town's position in pending litigation and in settlement discussions conducted in order to resolve litigation in Mandarina LLC v Town of Marana, Pima County Superior Court No C20161982. **Mr. Cassidy** requested authorization to proceed in a manner consistent with the discussion in executive session. ***Motion by Council Member Bowen to approve, second by Vice Mayor Post. Passed unanimously.***

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. ***Motion to adjourn at 9:01 p.m. by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 21, 2017. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

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MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 4, 2017, 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 7:02 p.m. **Town Clerk Bronson** called roll. Council Members Bowen and Ziegler were excused; there was a quorum present.

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

APPROVAL OF AGENDA. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously 5-0.***

CALL TO THE PUBLIC. Linda Zupi spoke on behalf of "Just Serve," a program sponsored by the Church of Jesus Christ of Latter-Day Saints. Ms. Zupi introduced Shari Saxton and Brad Rasmussen who are also part of the public relations team for the program. Just Serve is non-denominational and exists to serve the needs of communities by using volunteers to help with service projects such as blood drives, shelters, neighborhood beautification and disaster relief to name a few.

Len Paradise spoke regarding some of the traffic concerns he has regarding Camino de Manana since the Twin Peaks Road was put in and the Tangerine Road construction project began. In his opinion, Camino de Manana has become a race zone and short cut for Oro Valley traffic and large delivery trucks traveling west. He noted that the police department has been working to the best of their resources to enforce the 35 MPH speed limit. The last data collected was that

drivers are traveling an average 48 MPH. The quality of the pavement exacerbates the noise caused by high speeds, and his privacy wall has cracks from the vibration of the trucks. While the police department has been as responsive as they can be and have written several tickets, he would like something to be done about curtailing the truck traffic and speed on the road.

PROCLAMATIONS

P1 A proclamation honoring the service of Marana Police Officer Robert "Bobby" Derfus (Jocelyn C. Bronson). **Town Clerk Bronson** read the proclamation for **Officer Derfus** and his current K-9, **Blesk,** are retiring April 14, 2017. **Chief Rozema** said a few words about the service of Officer Derfus to the Marana Police Department and law enforcement activities in southern Arizona.

P2 Proclamation recognizing James Flores (Jocelyn C. Bronson). **Town Clerk Bronson** read the proclamation honoring the service of James Flores, who is retiring after 15 years with the Town of Marana. Mr. Flores was not able to attend the meeting.

P3 Proclaiming April 28, 2017 as Arbor Day (Jocelyn C. Bronson). Read by **Town Clerk Bronson.**

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Council Member McGorray reported on the Founders' Day parade and events held March 25th at Ora Mae Harn Park. **Mayor Honea** reported on the proclamation given to the Town honoring its 40th anniversary by Supervisor Ally Miller on behalf of the Pima County Board of Supervisors at their meeting earlier this morning.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson noted that the Council Executive Report for March is now available on the town's website. Copies were distributed on the dais.

PRESENTATIONS

1 Relating to Community Engagement; presenting student reflections regarding the Marana 2.0 internship experiences with the Town of Marana (Jocelyn C. Bronson). **Town Clerk Bronson** introduced the students from the Marana 2.0 program and thanked town staff and the MUSD administrative staff for their support of this program. **Hannah Green** and **Stephanie Spencer** co-presented on their 2.0 project which was mentored by Judge Sklar in the Magistrate Court. **Alicia Sanchez** presented her team-building project in coordination with Marana High School and the Marana Police Department.

2 Relating to Water; presentation and discussion regarding a proposed Northwest Recharge, Recovery, and Delivery System (NWRRDS) intergovernmental agreement among the Town of Marana, the Metropolitan Domestic Water Improvement District (Metro Water), and the Town of Oro Valley (John Kmiec). **Mr. Kmiec** gave some background on why this project is important to the community. This project has been in the design stage over the last 2 ½ years. He presented several maps of water level changes in the Tucson Basin since 1950. It is primarily because of the changes in the aquifer levels over time. The northwest water system providers

have been working to preserve and maintain delivery of water to the residents to the best of their ability. The maps depict the various water levels over time through 2000. The Avra Valley sub-basin is critical for the community as a whole. These drops helped bring the CAP water to fruition. Between 2000 and 2014, and after utilization of the CAP effluent took off in the region. There were dramatic changes in the local aquifer conditions, particularly in Avra Valley where the aquifer levels rose, and there was a significant increase in the aquifer in north Marana. There was also rebounding in central Tucson where it was previously depleted. However, some of the aquifer has not recovered, especially in the northwest region between Continental Ranch and Dove Mountain as well as all the way to Oro Valley and in between.

The rebounding occurred when the City of Tucson started some recovery projects in 2000 with the recovery of 8,000 acre feet from a recharge facility off of Pima Mine Road. As the recharge was pumped into the City, the City started cutting off wells which were previously depleting the aquifer. Recharge was also recovered from Central Avra Valley Storage and Recovery Project (CAVSARP) and Southern Avra Valley Storage and Recovery Project (SAVSARP), over the Tucson Mountains and into central Tucson, allowing the City to shut off more wells in the depleted area. In 2009, there was a similar project with Tucson Water. In 2012, Oro Valley, using a similar distribution system, bringing water through their system up to Oro Valley to help augment some of their excessive groundwater pumping in the CDO Wash area. In 2015, more water moved into the Tucson Basin as well as the City coming up with an agreement with Vail to start moving Vail CAP water to the east side of the Basin. There are more projects planned to move more water that the City owns into the Basin from the CAP recharge facility as well as from Pima Mine Road.

Mr. Kmiec then described how the aquifer would be balanced in the northwest and alleviate the area where we still have significantly large depletion through a proposed agreement between the Town, Metro Water and the Town of Oro Valley. Metro Water and the Town of Oro Valley would be taking the majority share of the responsibility and capacity share of the project (38.5% AF per year each). Marana's share would be 23% for 2,400 AF per year. The recharge facility is located north of the Marana Airport which cuts down considerably on Marana's project costs of $3.4M compared to the $10.1M each from metro Water and Oro Valley. The two projects to complete Marana's delivery system are the airport booster and system re-design for $700K and the Cascada forebay booster station and pipeline for $700K plus Marana's portion of the project under the intergovernmental agreement or $4.8M total. Initial funding sources are from CAWDC on the disbursement of funds related to the Tucson Area Reliability Agreement of 2011 and receipt of about $550K from CAP to Marana to support the NWRRDS. There are three other potential options for Marana: to re-negotiate the Cascada Water Service Agreement, include the project in the Twin Peaks Benefit Area Plan (water impact fee), or a combination of both.

Metro Water will be the principal owner/operator of the NWRRDS. The average annual fixed costs of the operation are projected to be $328,640 for Metro Water and for Oro Valley and $306,800 for Marana. The lower cost for Marana is due to a slightly lower base usage rate and no power rate expenditure due to the location. The total usage rate for Metro Water and Oro Valley per acre foot is calculated at $133.65 as opposed to Marana's usage rate of $42.67 per acre foot.

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All three governing bodies will consider and vote within the next two weeks. Mr. Kmiec plans to bring this back to Council for consideration on April 18, 2017.

CONSENT AGENDA. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously 5-0.***

C1 Resolution No. 2017-024: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County Community College District for the delivery of adult and youth programming at designated Town facilities (Cynthia Nemeth-Briehn)

C2 Resolution No. 2017-025: Relating to Development; approving a final plat for Camino de Oeste, Lots 1-144 and Common Areas 'A' & 'B', located a quarter mile north of Cortaro Farms Road, bordered by Hartman Lane and Camino de Oeste (Steve Cheslak)

C3 Resolution No. 2017-026: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)

C4 Resolution No. 2017-027: Relating to Police Department; approving and authorizing the Chief of Police to execute the Memorandum of Understanding between Pima County, the Marana Police Department, and other regional agencies for the U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Application (Libby Shelton)

C5 Resolution No. 2017-028: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a land/facility use agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the airport as an air tanker base for fire suppression activities during fire season (Jane Fairall)

C6 Approval of March 21, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2017.008; Relating to Development; approving a rezoning of approximately 34 acres of land located east of Twin Peaks Road and north of the Lambert Lane alignment from R-144 (Single-Family Residential) to R-6 (Single-Family Residential) (Brian D. Varney). **Mayor Honea** opened the public hearing. **Brian Varney** presented an overview of the project, and identified the amenities which included the densities, primary access from Twin Peaks Road and emergency access from Lambert Lane. He also noted the dedication of a 45-75 foot right of way along Lambert Lane and a 30-foot right of way for Blue Bonnet. The project is within the Town of Marana Water Service Area, and sewer will be

provided by Pima County. Staff is recommending approval based on the findings in the staff report and the conditions in the ordinance. **Martin Moreno** spoke regarding the adjacency of his property to the development. He wanted to clarify that what people may think is a road from Spectacular Way to Lambert Lane is not a road. He hired a real estate attorney and discuss it with Pima County Public Works, both of whom agreed it is not a public road, and gave him a permit to fence the entire property. His fence line goes into the intersection of Lambert Lane and Blue Bonnet. Blue Bonnet does not exist as a public easement, nor a road. It is private property. **Mayor Honea** closed the public hearing. ***Motion to approve by Council Member Kai, second by Vice Mayor Post. Passed unanimously 5-0.***

A2 Resolution No. 2017-029: Relating to Economic Development; extending and expanding the Marana Job Creation Incentive Program (Frank Cassidy). **Mr. Cassidy** presented the background on this item, referring to the first program adopted in 2010. At that time there was a case that came out of Phoenix that restricted how local governments could provide economic incentives to developments. Staff was looking at ways to bring good jobs to the town and major employers to the region. One of the items left off of our list was providing public infrastructure. The town has now been approached by a potential employer to provide infrastructure. The question is whether we can use the construction sales tax from the employee in question in situations whether they put at least $1M into their facility, and create at least 10 jobs with salaries of at least $40K per year. What we would do is take the sales tax generated from that property and pay that amount back to them. Then the question became "for public infrastructure?" Can we go ahead and pay that back? This program as proposed tonight adds public infrastructure into the program with the possible reimbursable element and extends the program for another five years. In 2010, the program was adopted for three years, and before it lapsed in 2012, we extended it five years, and now it is going to lapse in 2018 unless Council extends it. Staff is recommending approval.

Motion to approve by Council Member McGorray, second by Vice Mayor Post. Passed unanimously 5-0.

A3 Resolution No. 2017-030: Relating to Purchasing; waiving bid procedures for the purchase of a used animal transport van and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process (Lisa Shafer). **Erik Montague** presented this item, noting that the resolution seeks to waive the bidding related to the possible acquisition of a used vehicle since it is a unique vehicle. This came about as a result of the town's interest in getting into the animal care business. Staff believes that although one vehicle would be sufficient, it might be prudent to have some type of backup vehicle that won't be a fully outfitted vehicle of the same type but that meets our service needs. It is outfitted with air conditioning and cages. Staff is recommending approval.

Motion to approve by Council Member McGorray, second by Vice Mayor Post. Passed unanimously 5-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and

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upcoming meetings of the other governmental bodies (Gilbert Davidson). Mr. Davidson said that there were no major updates. Mayor Honea stated that Rep. Vince Leach from District 11 was selected by his peers as Legislator of the Year. He has been very good to our community.

EXECUTIVE SESSIONS

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

E1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

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 ***Motion to adjourn the meeting at 8:16 p.m. by Vice Mayor Post, second by Council Member McGorray. Passed unanimously 5-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 4, 2017. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 04/18/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 18, 2017

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 Yuk Chu Cheng on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141, Marana, Arizona 85743.

Discussion:

This application is for a series 12 restaurant liquor license at Sushi Cortaro at 8225 N. Courtney Page Way #141, Marana, Arizona 85743.

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 Yuk Chu Cheng on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141, Marana, Arizona 85743.

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 Yuk Chu Cheng on behalf of Sushi Cortaro, located at 8225 N. Courtney Page Way #141, Marana, Arizona 85743.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of License Types

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17 FEB 24 AM 8:54

RECEIVED
MAR 03 2017
Town of Marana
Clerk's Office
LL2017-04 #3

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

Application for Liquor License
Type or Print with Black Ink

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

SECTION 2 Type of Ownership:
- [ ] J.T.W.R.O.S. (Complete Section 6)
- [ ] Individual (Complete Section 6)
- [ ] Partnership (Complete Section 6)
- [ ] Corporation (Complete Section 7)
- [X] Limited Liability Co (Complete Section 7)
- [ ] Club (Complete Section 8)
- [ ] Government (Complete Section 10)
- [ ] Trust (Complete Section 6)
- [ ] Tribe (Complete Section 6)
- [ ] Other (Explain) _____

SECTION 3 Type of license

1. Type of License: # 12 - RESTAURANT LICENSE # 12104497

SECTION 4 Applicants

1. Individual Owner/Agent's Name: CHENG (Last) YUK (First) CHU (Middle) P1077795
2. Owner Name: CORTARO SUSHI AZ, LLC (Ownership name for type of ownership checked on section 2) B1058293
3. Business Name: SUSHI CORTARO (Exactly as it appears on the exterior of premises) B1044325
4. Business Location Address: 8225 N. COURTNEY PAGE WAY #141 (Street) MARANA (City) AZ (State) 85743 (Zip Code) PIMA (County) (Do not use PO Box)
5. Mailing Address: 8225 N. COURTNEY PAGE WAY #141 (Street) MARANA (City) AZ (State) 85743 (Zip Code) (All correspondence will be mailed to this address)
6. Business Phone: (520) 572-8068 Daytime Contact Phone: (917) 868-3585
7. Email Address: DEREK2488@YAHOO.COM
8. Is the Business located within the incorporated limits of the above city or town? [X] Yes [ ] No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? [ ] Yes [X] No
   If yes, what City, Town or Tribal Reservation is this Business located in: 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:	Application	Interim Permit	Site Inspection	Finger Prints	Total of All Fees
	100.00	100.00	50.00	44.00	$ 294.00

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

Accepted by: SG Date: 2/24/17 License # 12104497

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: 12104050

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

X _____ (Signature of CURRENT Individual Owner/Agent)

My commission expires on: Dec 5, 2017 Date

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

State of Arizona County of Pima

The foregoing instrument was acknowledged before me this 8th Day of February Month, 2017 Year

_____ Signature of NOTARY PUBLIC

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

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

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

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

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

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

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

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	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: Ontario Sushi AZ, LLC

2. Date Incorporated/Organized: 02/02/2017 State where Incorporated/Organized: Arizona

3. AZ Corporation or AZ L.L.C File No: L-21577593 Date authorized to do Business in AZ: 02/03/2017

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
Cheng	Yuk	Chu	Mem.	1649 W. Blue Horizon St.	Tucson	Az	85704

(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
Cheng	Yuk	Chu	100%	1649 W. Blue Horizon St.	Tucson	Az	85704

(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: _____

1. 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 of CURRENT Individual Owner/Agent)

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

My commission expires on: _____
Date

_____ of _____, _____
Day Month Year

_____
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.

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) Series 12**
- **b) Hotel/motel license (§ 4-205.01)Series 11**
- **c) Microbrewery Series 3**
- **d) Craft Distillery Series 18**
- **e) Government license (§ 4-205.03) Series 5**
- **f) Fenced playing area of a golf course (§ 4-207(B)(5))**
- **g) Wholesaler Series 4**
- **h) Farm Winery Series 13**

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: SUSHI CORTAZO, LLC
   Address: 1649 W. BLUE HORIZON ST. TUCSON, AZ 85704
   Street **City** **State** **Zip**
3. Monthly Rent/ Lease Rate: $ 6,230.00
4. What is the remaining length of the lease? Yrs. 4 Months Ø
5. What is the penalty if the lease is not fulfilled? $ Ø or Other: LESSEE REPOSSESION OF SPACE
   (Give details-attach additional sheet if necessary)
6. Total money borrowed for the Business not including lease? $ Ø (CAPITAL CONTRIBUTION)
   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 RESTAURANT & SUSHI BAR
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 #: 12104050 Individual Owner /Agent Name: FEI CHENG
(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.

CHENG YUK CHU
(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.

C. Y. C.
(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.
5. **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.**

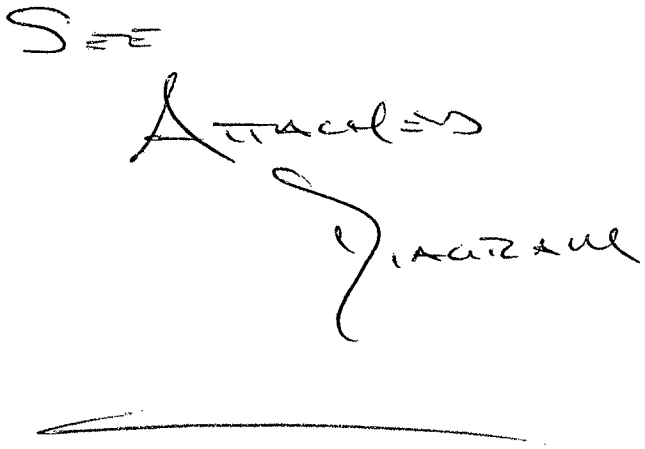
C. Y. C.
(Applicant's initials)

SECTION 16 Diagram of Premises – continued

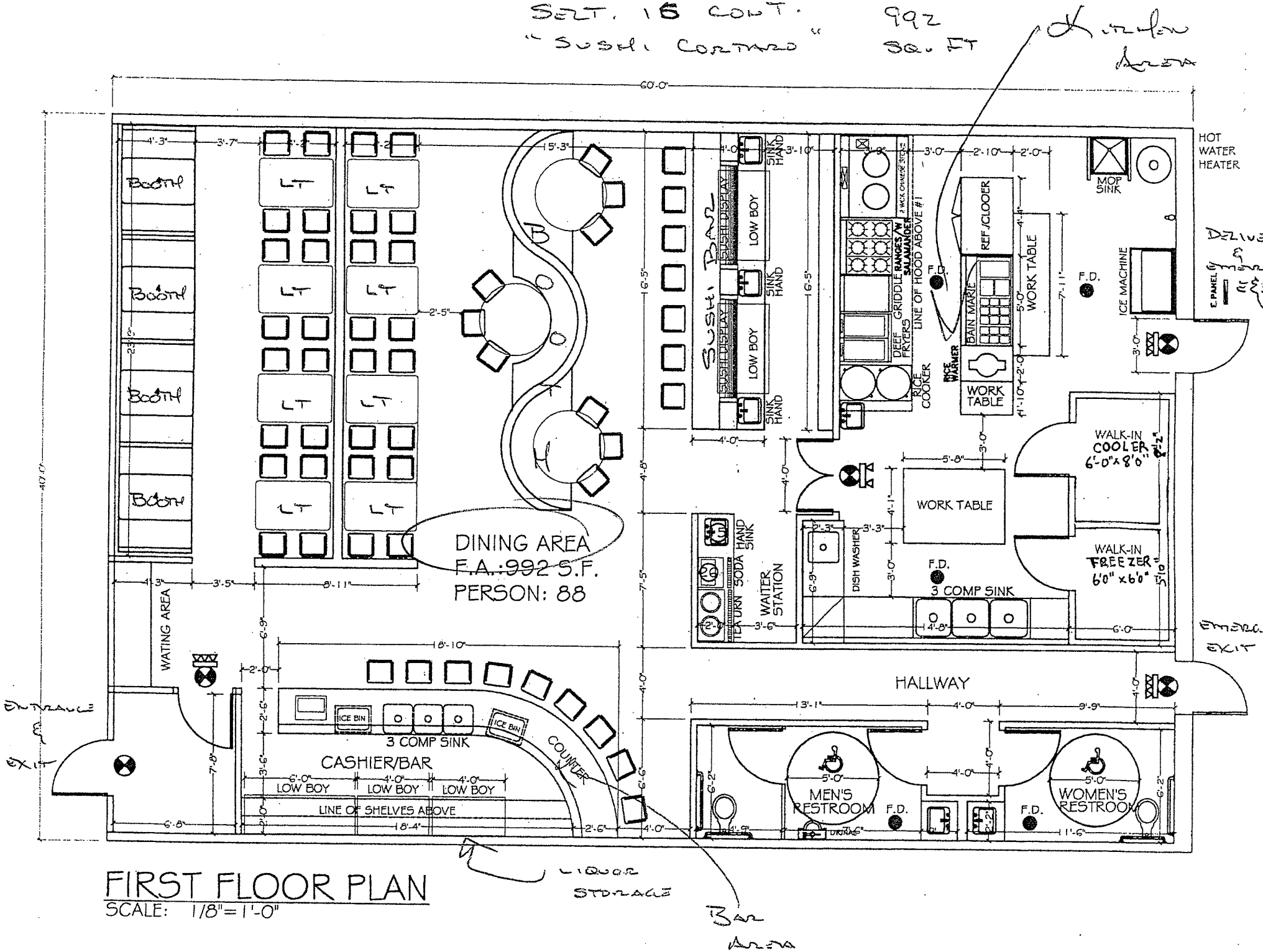
6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking 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



SECT. 16 CONT. 992
"SUSHI CONTRO" SQ. FT



FIRST FLOOR PLAN

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

SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) YUK CHU CHENG, 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 CHENG YUK CHU
(Signature of CURRENT Individual Owner/Agent)

State of ARIZONA County of PIMA
The foregoing instrument was acknowledged before me this

8TH Day of FEBRUARY Month, 2017 Year

Signature of NOTARY PUBLIC

My commission expires on: JUNE 5, 2017
Date

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

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

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

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

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

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



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

AFFIDAVIT OF POSTING

Date of Posting: March 7,2017 Date of Posting Removal: 3/27/17

Applicant's Name: Cheng (Last) Yuk (First) Chu (Middle)

Business Address: 8225 N. Cortney Page Wy #141 (Street) Marana (City) 85743 (Zip)

License #: 12104497

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.

Christine Byler	Community Development Coordinator	520-382-1926
Print Name of City/County Official	Title	Phone Number

CBM

Signature

3/27/17

Date Signed

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

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

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

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

1. City or (Town) of: Marana Liquor License Application #: 12104497
(Circle one) (Arizona application #)

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

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

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council at a Regular meeting held on the 18 of
(Governing body) (Regular or special) (Day)

April, 2017 considered the application of Yuk Chu Cheng
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 12104497,
(Arizona liquor license application #)

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Yuk Chu Cheng
(Name of applicant)

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

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

TRANSMISSION OF ORDER TO STATE

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

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

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **L2**

Meeting Date: 04/18/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 18, 2017

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 Bruce Robert Barro on behalf of Barro's Pizza, located at 5884 W. Arizona Pavilions Drive, Marana, Arizona 85743 (Jocelyn C. Bronson)

Discussion:

This application is for a series 12 restaurant liquor license at Barro's Pizza 5884 W. Arizona Pavilions Drive, Marana, Arizona 85743.

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 Bruce Robert Barro on behalf of Barro's Pizza, located at 5884 West Arizona Pavilions Drive, Marana, Arizona 85743.

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 Bruce Robert Barro on behalf of Barro's Pizza, located at 5884 West Arizona Pavilions Drive, Marana, Arizona 85743.

Attachments

Application
Affidavit of Posting
Local Governing Body Recommendation
Description of License Types

Redacted

'17 MAR 3 Liq. Dept PM 1 55

NH
14 MAR 2017 AM08:29
LL2017-05

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

Application for Liquor License
Type or Print with Black Ink

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 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

1. Type of License: Restaurant series 12 LICENSE # 12104501

SECTION 4 Applicants

1. Individual Owner/Agent's Name: Barro (Last) Bruce (First) Robert (Middle) P1034272
2. Owner Name: A&D Pizza, Inc. B1004138
   (Ownership name for type of ownership checked on section 2)
3. Business Name: Barro's Pizza B1058404
   (Exactly as it appears on the exterior of premises)
4. Business Location Address: 5884 West Arizona Pavilions Dr. (Street) Marana (City) AZ (State) 85743 (Zip Code) Pima (County)
   (Do not use PO Box)
5. Mailing Address: 633 E. Ray Rd. #116 (Street) Gilbert (City) AZ (State) 85296 (Zip Code)
   (All correspondence will be mailed to this address)
6. Business Phone: 480-897-0521 Daytime Contact Phone: 480-570-1836
7. Email Address: bruce@barrospizza.com
8. Is the Business located within the incorporated limits of the above city or town? ☑ Yes ☐ No
9. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No
   If yes, what City, Town or Tribal Reservation is this Business located in: _____
10. Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) $ _____

Department Use Only

Fees:	Application	Interim Permit	Site Inspection	Finger Prints	$ Total of All Fees
	100.00	—	50.00	—	150.00

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

Accepted by: SG Date: 3-10-17 License # 12104501

SECTION 5 Interim Permit

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

1. Enter license number currently at the location: _____

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

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

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

X _____
(Signature of CURRENT Individual Owner/Agent)

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

My commission expires on: _____
Date

_____ Day of _____ Month, _____ Year

_____
Signature of NOTARY PUBLIC

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

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

Individual

Last	First	Middle	%Owned	Mailing Address	City	State	Zip Code

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

Last	First	Middle	Mailing Address	City	State	Zip Code	Phone #

Partnership

Name of Partnership: _____

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

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

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

Last	First	Middle	Mailing Address	City	State	Zip Code

SECTION 6 - continued

TRUST

Name of Trust: _____

Last	First	Middle	Mailing Address	City	State	Zip Code

TRIBE

Name of Tribal Ownership: _____

Last	First	Middle	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: A&D Pizza, inc.
2. Date Incorporated/Organized: 10/6/1981 State where Incorporated/Organized: AZ
3. AZ Corporation or AZ L.L.C File No: 01419942 Date authorized to do Business in AZ: 10/8/1981
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
Barro Bruce Robert	Pres.	20554 E. Via De Palmas Queen Creek AZ. 85142
Barro Kelly Ann	Tres.	20554 E. Via De Palmas Queen Creek AZ. 85142
Barro Regina Sue	Sec.	6941 S. Turquoise Pl. Chandler AZ. 85249

(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
Bruce Barro GST Exempt Trust	70.45	20554 E Via De Palmas Queen Creek AZ. 85142
Bruce Barro S-Corp Non-Exempt Trust	29.55	20554 E Via De Palmas Queen Creek AZ. 85142

(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.

A & D Pizza Inc.

Directors: Bruce Robert Barro Pres.
Kelly Ann Barro Tres.
Regina Sue Barro Sec.

Bruce Barro GST Exempt Trust
70.45
Bruce Barro Trustee

Bruce Barro S-Corp
Non Exempt Trust
29.55
Bruce Barro Trustee

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: _____

1. License Type: _____ License Number: _____

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

SECTION 12 Person to Person Transfer
Questions to be completed by Current Licensee (Bar and Liquor Stores Only- Series, 06, 07, and 09)

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

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

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

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

5. License Type: _____ License Number: _____

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

7. Have all creditors, lien holders, interest 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 of CURRENT Individual Owner/Agent)

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

My commission expires on: _____ (Date)

_____ (Day) of _____ (Month), _____ (Year)

_____ 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.

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) Series 12
b) Hotel/motel license (§ 4-205.01)Series 11
c) Microbrewery Series 3
d) Craft Distillery Series 18
e) Government license (§ 4-205.03) Series 5
f) Fenced playing area of a golf course (§ 4-207(B)(5))
g) Wholesaler Series 4
h) Farm Winery Series 13

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: Eric Rosenberg

Address: P.O. Box 5938 Austin TX. 78763
Street City State Zip

3. Monthly Rent/ Lease Rate: $ 10,400

4. What is the remaining length of the lease? Yrs. 10 Months 0

5. What is the penalty if the lease is not fulfilled? $ default or Other: 0
(Give details-attach additional sheet if necessary)

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

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(Attach additional sheet if necessary)

7. What type of business will this license be used for (be specific)?
Family Restaurant (Pizza, Wings, Pasta, Subs, Salads, Beer and Wine)

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

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

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

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

License #: _____ Individual Owner /Agent Name: _____
(Exactly as it appears on license)

SECTION 15 Restaurant or hotel/motel license applicants

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

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All Restaurant and Hotel/Motel applicants must complete a Restaurant Operation Plan form provided by the Department of Liquor Licenses and Control.

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

(Applicant's Signature)

5. I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing; specify why the extension is necessary; and the new inspection date you are requesting.

(Applicant's Initials)

SECTION 16 Diagram of Premises

Check ALL boxes that apply to your business:

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

1. Is your licensed premises currently closed due to construction, renovation or redesign? ☑ Yes ☐ No
   If yes, what is your estimated completion date? May 2017
   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.
5. **As stated in A.R.S. § 4-207.01 (B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to the boundaries, entrances, exits, added or deleted doors, windows, service windows or increase or decrease to the square footage after submitting this initial diagram.**

(Applicant's Initials)

SECTION 16 Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

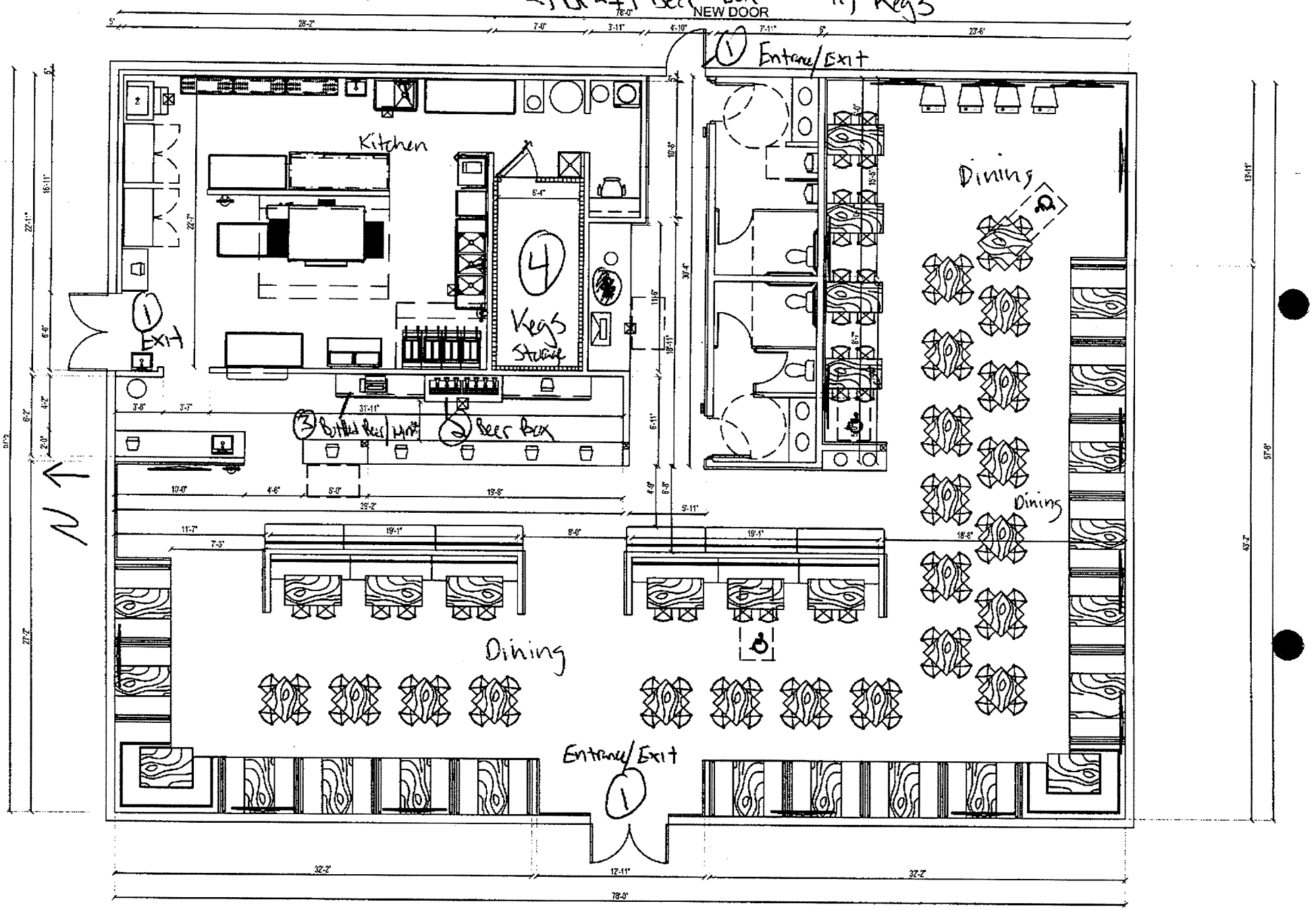
If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

DIAGRAM OF PREMISES

Diagram Attached

4817 Sq. Ft

1.) Entrance / Exit
2.) Draft Beer Box
3.) Bottled Beer / Wine
4.) Kegs



SECTION 17 SIGNATURE BLOCK

NOTARY

I, (Print Full Name) Bruce Robert Barro, hereby declare that I am the Owner/Agent filing this application as stated in Section 17 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(Signature of CURRENT Individual Owner/Agent)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My commission expires on
Date

VENIDICI PAMA
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
February 22, 2020

1 of March, 2017
Day Month Year

Signature of NOTARY PUBLIC

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

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

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

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

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

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

AFFIDAVIT OF POSTING

Date of Posting: March 16, 2017 Date of Posting Removal: 4/5/17

Applicant's Name: Barro (Last) Bruce (First) Robert (Middle)

Business Address: 5884 W. Arizona Pavilions Dr. (Street) Marana (City) 85743 (Zip)

License #: 12104501

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.

Christine Byler	Community Development Coordinator	520-382-1926
Print Name of City/County Official	Title	Phone Number

Signature 4/5/17 Date Signed

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

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

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

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

1. City or (Town) of: Marana (Circle one) Liquor License Application #: 12104501 (Arizona application #)

2. County of: Pima City/Town/County #: LL2017-05

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

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

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 18 (Day) of April (Month), 2017 (Year) considered the application of Bruce Robert Barro (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 12104501 (Arizona liquor license application #),

for the license series #: type #12 Restaurant (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 Bruce Robert Barro (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 **A1**

Meeting Date: 04/18/2017

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: April 18, 2017

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2017-033: Relating to Utilities; approving and authorizing the Mayor to sign the Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement (John Kmiec)

Discussion:

Over the last 100 years, significant groundwater withdrawals in the Tucson Basin have caused regional water table elevations to drop in most areas. Efforts in the past 30 years by the City of Tucson and other local water providers to import Colorado River water and reuse wastewater resources have helped to halt, and in many areas reverse, the effects of over-pumping the local aquifer. Regional cooperation among local water providers to use renewable supplies has led to flattened or raised groundwater table elevations in most parts of the Tucson Basin.

However, the north area of the Tucson Basin remains depleted and continues to fall slowly -- the area bounded on the north by the base of the Tortolita Mountains, on the east by the Catalina Mountains and Canyon Del Oro wash, on the south by the Rillito River, and on the west by the north end of the Tucson Mountains. In this north area of the Tucson Basin, the Town of Marana, Metro Water, and the Town of Oro Valley currently withdraw water and are planning for further withdrawals.

These same three entities currently store water underground or utilize groundwater savings facilities in the north Marana area. To utilize this water, the three entities have developed the Northwest Recharge, Recovery, and Delivery System (NWRRDS) to transport water from north Marana to meet current and future water demands in the north area of the Tucson Basin. The NWRRDS will reduce groundwater withdrawals and allow for aquifer recovery.

The proposed NWRRDS IGA provides for the construction of a groundwater withdrawal wellfield, a large diameter pipeline, and a two million gallon capacity forebay reservoir. The water source will be a combination of Marana Water wells located at the Marana Airport property (Marana's source water) and new constructed water wells located near the Avra Valley Recharge facility (Metro Water and Oro Valley's source water). The water from these wells will be transported easterly along Avra Valley Road and under I-10 and the Union Pacific railroad to the forebay reservoir to be located on a 22-acre parcel in the Cascada area. From this forebay reservoir, each entity will have its own booster station and delivery system into its respective water system.

Metro Water is the lead agency acquiring all property and easements associated with the NWRRDS project. The current draft NWRRDS IGA is included with the backup materials for this agenda item. The proposed NWRRDS IGA sets forth the activities and responsibilities of the three entities during planning, design, construction, operation

and maintenance for the project for a period of 50 years, at which point it will need to be renewed.

The annual capacity of the NWRRDS project is 10,400 acre-feet per year. The proportionality of the three parties are as follows:

Metro Water: 4,000 acre-feet/year (38.5%)
Town of Oro Valley: 4,000 acre-feet/year (38.5%)
Town of Marana: 2,400 acre-feet/year (23%)

The NWRRDS IGA also sets forth the estimated costs for operational activities to deliver the water. Since Marana will be supplying its own water from its own well system, the costs for Marana will be based on maintenance of the pipeline, forebay, and water treatment needs only.

Within 30 days after adoption of the IGA by the three parties, the parties will set up a project-specific escrow account for the duration of the project where funds can be disbursed to the operational agency (Metro Water).

Financial Impact:

Fiscal Year:	FY17 through FY25
Budgeted Y/N:	Contingent
Amount:	$3.4M for IGA share; possible $2.1M for Marana specific upgrades.

While this IGA was being developed, the parties to the January 2011 CAWCD Tucson Area Reliability Agreement met with CAWCD officials to propose using a portion of the remaining reliability funds for the NWRRDS project. A tentative amendment to the CAWCD Tucson Area Reliability Agreement is moving forward that would provide the Town of Marana approximately $550,000 of reliability funds towards the NWRRDS project.

The full funding for the NWRRDS project may come from a combination of two sources. Source one would acquire funding from a revised Cascada water service agreement. Source two could be the Water Infrastructure Impact Fee for the Twin Peaks Benefit Area. These items are still being reviewed. A combination of both sources is possible.

Staff Recommendation:

Staff is recommending approval of the Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement with Metro Water and the Town of Oro Valley.

Suggested Motion:

I move to adopt Resolution No. 2017-033; authorizing the Mayor to enter into an intergovernmental agreement with the Metropolitan Water Improvement District and the Town of Oro Valley with respect to the Northwest Recharge, Recovery, and Delivery System Project.

Attachments

Resolution No. 2017-033

Exhibit A to Resolution NWRRDS IGA

MARANA RESOLUTION NO. 2017-033

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM INTERGOVERNMENTAL AGREEMENT

WHEREAS the Metropolitan Domestic Water Improvement District, the Town of Marana, and the Town of Oro Valley currently store water underground or utilize groundwater savings facilities in the north Marana area; and

WHEREAS, to utilize this water, the staffs of the three entities have developed the Northwest Recharge, Recovery, and Delivery System (NWRRDS) to transport water from north Marana to meet current and future water demands in the north area of the Tucson Basin; and

WHEREAS the NWRRDS will reduce groundwater withdrawals and allow for aquifer recovery in the north area of the Tucson Basin; and

WHEREAS the staffs of the three entities have jointly prepared the proposed Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement (the NWRRDS IGA), which sets forth the activities and responsibilities of the three entities during planning, design, construction, operation and maintenance of the NWRRDS for a period of 50 years; and

WHEREAS the Town Council finds that the proposed NWRRDS IGA is in the best interests of the Town and its residents and landowners.

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

SECTION 1. The Northwest Recharge, Recovery, and Delivery System Intergovernmental Agreement (the NWRRDS IGA) attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM (NWRRDS)

INTERGOVERNMENTAL AGREEMENT

The Parties to this Northwest Recharge, Recovery, and Delivery System (NWRRDS) Intergovernmental Agreement ("Agreement") are the Metropolitan Domestic Water Improvement District, an Arizona domestic water improvement district ("MDWID"); the Town of Marana, an Arizona municipal corporation ("Marana"); and the Town of Oro Valley, an Arizona municipal corporation ("Oro Valley").

RECITALS

A. Each of the Parties has stored water underground or has utilized a groundwater savings facility for later recovery and use as provided by Arizona law.

B. Each Party desires to recover the water stored underground or credited through a groundwater savings facility and utilize that water as provided by Arizona law.

C. Each Party desires to work together with the other Parties in good faith to recover and deliver renewable water to foster water resource stability regionally and in each Party's respective service area.

D. To allow for the transportation and use of the recovered water, each of the Parties desires to participate in the design, construction, operation, and maintenance of the NWRRDS in the manner described in this Agreement.

E. MDWID has stored water underground at certain recharge facilities and desires to recover that water from recovery wells pursuant to Arizona law.

F. MDWID further desires to deliver the recovered water to the NWRRDS, which will transport the water to the Herb Johnson Reservoir, which will be MDWID's Point of Entry.

G. Marana desires to recover its water stored underground at the Lower Santa Cruz Replenishment Project or through a groundwater savings facility, deliver the recovered water through the Marana Airport water system to the NWRRDS, and transport its water to the Marana Water Service Area.

H. Oro Valley desires to recover the water stored underground at the Lower Santa Cruz Replenishment Project, the Avra Valley Recharge Project and the BKW Farms Ground Water Savings Facility, deliver the recovered water to the NWRRDS, and transport the water to the Oro Valley Water Service Area.

I. Pursuant to A.R.S. § 11-952, the Parties have the right to enter into agreements and contracts with other public agencies to further their common interests.

AGREEMENT

In consideration of the premises and mutual covenants and agreements herein set forth, the Parties agree as follows:

1. DEFINITIONS:

As used in this Agreement, the following terms, when capitalized, have the meanings indicated:

1.1. "ADWR"" means the Arizona Department of Water Resources.

1.2. "Allocated Capacity" means the amount of Operating Capacity in acre feet (AF) allocated to each Party as specifically set forth in Exhibit B.

1.3. "Annual Report" means a summary of all expenditures incurred throughout the year, a reconciliation based on each Party's usage and calendar year payments and the quantity of metered water delivered to each Party compared to the Party's requested annual delivery.

1.4. "Authorized Representative" means an individual, as set forth in Section 6.1, who will serve on the NWRRDS Committee and render decisions on behalf of a Party on matters, including, but not limited to, approval of contractual change orders, annual operating costs, annual delivery orders and any other matters that the NWRRDS Committee has authority to determine.

1.5. "Booster Station" means a facility located along the NWRRDS pipeline that will pump the water to allow the water to reach its higher elevation destination(s).

1.6. "Central Arizona Project" or "CAP" means the water delivery works of the CAP including, but not limited to, the CAP canal, its turnout structures, pumping plants, and associated measuring devices.

1.7. "Construction Insurance" means the insurance coverage applicable to Design and Construction Work for the NWRRDS, procured and maintained as provided in Section 15 and Exhibit D.

1.8. "Design and Construction Work" means all work associated with constructing, expanding or improving the NWRRDS, including but not limited to, all planning, engineering, design, permitting, construction, reconstruction, contract preparation, purchasing, supervision, inspection, accounting, software development and implementation, testing and start-up for the NWRRDS prior to the In-Service Date, and for cancellation of the NWRRDS if the Parties decide not to complete it.

1.9. "Design and Construction Costs" means the costs of performing Design and Construction Work, as described in Section 7.

1.10. "Force Majeure Event" means any event beyond the reasonable control of a Party, including but not limited to failure of or threatened failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority not a Party to this Agreement, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

1.11. "Herb Johnson Reservoir" means the 5,000,000 gallon reservoir owned by MDWID located near Shannon Road and Linda Vista Blvd.

1.12. "In-Service Date" means the date on which the Operating Agent determines the NWRRDS to be operational at its then current designed capacity.

1.13. "NWRRDS" or "Northwest Recharge, Recovery, and Delivery System" means the water delivery system, which is composed of, but not limited to, a pipeline, certain land rights, certain well sites, and the forebay site, all as described on Exhibit A.

1.14. "NWRRDS Committee" means a committee established pursuant to Section 6 of this Agreement.

1.15. "Operating Agent" means the Party responsible for the performance of Design and Construction Work and Operations and Maintenance Work in accordance with this Agreement.

1.16. "Operating Capacity" means the annual amount of water in AF that can be transported through the NWRRDS.

1.17. "Operating Insurance" means insurance coverage applicable to Operations and Maintenance Work for the NWRRDS, to be procured and maintained in accordance with Section 15 and Exhibit E.

1.18. "Operations and Maintenance Costs" means the costs of performing Operations and Maintenance Work as described in Sections 8 and 9 and Exhibit C.

1.19. "Operations and Maintenance Work" means the work occurring after the In-Service Date associated with operations and maintenance of the NWRRDS and administering the terms of this Agreement.

1.20. "Parties" shall mean collectively, MDWID, Marana, and Oro Valley. Each may be referred to as a "Party".

1.21. "Point of Entry" means the point where water transported through the NWRRDS exits the NWRRDS for delivery to the applicable Party in compliance with applicable drinking water standards. The Point of Entry for

each Party is located approximately fifty (50) feet south of the reservoirs and is specifically located at the valve downstream from the meter to measure deliveries to each Party, as described on Exhibit A.

1.22. "Source" means the point(s) where a Party's water is received by the NWRRDS for delivery to the Party's Point of Entry. The Source for each Party is set forth in Exhibit A.

1.23. "Third Party Liability" means any liability arising from a claim brought by a third party not a Party to this Agreement in relation to the Design and Construction Work, Operations and Maintenance Work, or the NWRRDS.

2. TERM AND WITHDRAWAL.

2.1. This Agreement shall become effective upon recordation with the Pima County Recorder ("Effective Date") and shall remain in effect through June30, 2075, unless earlier terminated in accordance with the terms of this Agreement. On or before June 30, 2070, the Parties shall commence negotiations in good faith to address the renewal of the Agreement.

2.2. The Parties may terminate this Agreement at any time by written agreement of all Parties.

2.3. Upon expiration or termination of this Agreement, ownership of the NWRRDS shall remain with MDWID. Each remaining Party shall share in all costs for decommissioning of the infrastructure not owned by MDWID and payment of any expenses remaining under this Agreement in proportion to the Party's Authorized Capacity percentages as set forth in Exhibit B.

2.4. Upon ninety (90) days' written notice, a Party may withdraw from this Agreement subject to the following and Sections 2.5 and 2.6.

2.4.1. Subsequent to a Party's withdrawal under this section, the remaining Parties shall have the option to assume the withdrawn Party's Allocated Capacity and future obligations related thereto (except as provided by Section 2.5) as agreed to by the Parties without compensation to the withdrawing Party; provided, that if the Parties cannot agree to a new allocation of the withdrawn Party's Allocated Capacity within thirty (30) days, the withdrawn Party's Allocated Capacity and future obligations shall be either re-allocated in the ratio of each remaining Party's Allocated Capacity in the NWRRDS to the sum of all the remaining Parties' Allocated Capacity in the NWRRDS or will not be allocated to any remaining Party, as determined by the NWRRDS Committee. Exhibit B shall be revised to reflect the effect of any withdrawal.

2.4.2. Notwithstanding anything to the contrary in this Agreement, (i) if a Party, at the sole discretion of the Party, withdraws from this Agreement prior to the award of construction contract for the Design and Construction

Work of the NWRRDS, the Party shall be responsible for any and all additional costs related to the revised and modified design of the NWRRDS to reflect the change in capacity and any other changes to the design made necessary at that time by the withdrawal; and (ii) if a Party withdraws from this Agreement after the award of construction contract for the Design and Construction Work of the NWRRDS, the withdrawing Party shall be responsible for its share of all Design and Construction Costs and other costs due from such Party prior to the effective date of the withdrawal regardless of its withdrawal from this Agreement.

2.5. Each Party shall remain bound by the terms and conditions set forth in Section 16.7 following either withdrawal from participation in or termination of this Agreement. This Section 2.5 shall survive expiration or termination of this Agreement.

2.6. A Party withdrawing from this Agreement pursuant to Section 2.4 shall be obligated to pay for its share of all costs due from such Party during the period in which it participated in this Agreement even if such costs or expenses are allocated after the effective date of the Party's withdrawal.

3. OWNERSHIP OF NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM

3.1. MDWID shall own all title, interest and rights to the Northwest Recharge, Recovery, and Delivery System, excluding each Party's contractual right to its Allocated Capacity in the NWRRDS and each Party's other rights and obligations in relation to the NWRRDS. The Allocated Capacity rights of Oro Valley and Marana are intangible assets with the ability to capitalize and depreciate independently by Oro Valley and Marana in accordance with the Government Accounting Standards Board at the time of the approval of this Agreement. MDWID will only capitalize and depreciate MDWID's contributed portion to the NWRRDS.

4. ALLOCATED CAPACITY

4.1. Each Party shall have the contractual right to its Allocated Capacity in the NWRRDS as set forth in Exhibit B. Exhibit B shall be revised by the Operating Agent to reflect any changes in Allocated Capacity during the term of this Agreement in accordance with the terms of this Agreement.

4.2. This Agreement entitles each Party to use certain segments of the NWRRDS based on proportional capacity as described further in Exhibit B at any time after the In-Service Date for receipt of water into the NWRRDS at the Party's Source and delivery from the NWRRDS at the Party's Point of Entry, subject to the conditions specified in this Agreement.

4.3. Subject to Sections 4.4, 4.5, 16.2 and 16.3 and the provisions of this Section 4.3, a Party may make available to a Party or non-party, a portion, or all, of its

Allocated Capacity; provided, that, if a Party withdraws from or otherwise ceases to be a Party to this Agreement for any reason, the lease or other conveyance shall also terminate. Any lease or other similar conveyance of a Party's Allocated Capacity shall include language making such agreement immediately terminate upon a Party's withdrawal or other termination of its participation under this Agreement.

4.4. Notwithstanding anything to the contrary in this Agreement, any lease or other similar conveyance shall be subject to the Party seeking to make all or part of its Allocated Capacity available to another party offering such capacity to the following parties in the following priority: (a) other Parties to this Agreement; (b) other local water providers in the Tucson metropolitan area; and (c) other third parties.

4.5. Any further sub-lease or other similar conveyance by a Party described in Subsection (b) or (c) of Section 4.4 shall be subject to prior approval by the NWRRDS Committee.

4.6. In the event of a conflict between the terms and conditions of a lease, assignment or conveyance of interest and this Agreement, this Agreement shall control.

4.7. The Parties are not obligated to use their Allocated Capacity, but must continue to pay the Base Usage Rate per acre foot of the parties Allocated Capacity as required under the agreed-upon methodology in Exhibit C even if the Party's Allocated Capacity is not used.

4.8. Each Party shall be responsible for the design, construction and maintenance of its own infrastructure after the Point of Entry, which is not part of the NWRRDS infrastructure required to deliver its water to its service area, including, but not limited to, all source delivery points and delivery systems.

5. OPERATING AGENT DUTIES

5.1. General Duties

5.1.1. The Operating Agent shall be MDWID; if MDWID assigns its rights in this Agreement to another entity (including ownership of the NWRRDS), the Operating Agent shall be determined by a vote of the remaining Parties and new assignees pursuant to Section 6.5 within thirty (30) days of the effective date of the assignment/transfer by MDWID. In the event that only one of the original Parties remain, then that remaining single party shall have first right of refusal to become the Operating Agent.

5.1.2. The Operating Agent shall administer and monitor the NWRRDS in accordance with all applicable laws. The Operating Agent shall conduct all duties under this Agreement in accordance with industry standards and shall provide to all Parties the information required under this Agreement in

accordance with the timeframes required under this Agreement and with such level of detail as to allow each Party to fulfill its obligations under this Agreement.

5.1.3. The Operating Agent shall act as agent for the Parties and on its own behalf to administer the Design and Construction Work as well as the Operations and Maintenance Work of the NWRRDS and perform other functions consistent with the purpose and terms of this Agreement not otherwise provided for herein. The Operating Agent shall perform its duties and responsibilities in accordance with Section 5.2 and 5.3 below (as applicable).

5.2. Design and Construction Work Duties

5.2.1. The Operating Agent, up to the Points of Entry, shall:

5.2.1.1. Complete all Design and Construction Work, including managing all bids and procurement in accordance with applicable law.

5.2.1.2. Obtain all permits, licenses, approvals, contracts and insurance as required to perform and complete all Design and Construction Work.

5.2.1.3. Manage the bidding process for all Design and Construction Work including the award of all Design and Construction Work.

5.2.1.4. Provide bidding and contract documents to the NWRRDS Committee for review.

5.2.1.4.1. Comments on the bidding and contract documents shall be discussed during regularly scheduled meetings during the design, construction, and operation of the NWRRDS and approved as set forth in Section 6.7.

5.2.1.5. Enter into and, following execution, administer all contracts associated with the NWRRDS (not including leases or other similar conveyances described in Section 4) subject to Section 6.7.

5.2.1.6. Approve change orders in accordance with this subsection.

5.2.1.6.1. All change orders shall be discussed during regularly scheduled meetings during the design, construction, and operation of the NWRRDS. The meetings shall be attended by a representative of each Party appointed by the Authorized Representative for that Party. The frequency of the meetings shall be determined by the representatives of the Parties.

5.2.1.6.2. The Operating Agent may authorize change orders if the increased cost of the change order is less than five percent (5%) of the total contract price.

5.2.1.6.3. If the increased cost of a change order (or design amendment) is greater than five percent (5%) of the total contract price, the Operating Agent, if feasible, shall provide notice of the change order to the other Parties in advance of the meeting where the change order will be considered. The Operating Agent shall authorize such change orders if the change order is approved by those representatives of the Parties in attendance at the meeting where the change order is considered (provided that a Party may provide written approval of or objection to the change order in lieu of attendance at the meeting).

5.2.1.6.4. Notwithstanding subsection 5.2.1.6.3, if the Operating Agent determines that a change order involves a safety issue, an emergency or that allowing time for consideration of the change order at a meeting would cause a significant increase in costs associated with the change order, the Operating Agent may authorize the change order prior to the meeting.

5.2.1.7. At each meeting of the NWRRDS Committee, supply the NWRRDS Committee with information on any matters which may substantially affect the design or construction of the NWRRDS.

5.2.1.8. Obtain and maintain all required regulatory permits and approvals.

5.2.1.9. Follow generally accepted accounting principles and standard engineering practices.

5.2.1.10. Prior to each construction phase of the NWRRDS, the Operating Agent shall provide a proposed budget for that phase to the other Parties. The budget shall include each Party's estimated share of the costs. Each budget shall be submitted to the NWRRDS Committee for approval.

5.2.2. The Operating Agent shall maintain records, documents, plans and information directly or indirectly pertinent to the performance of Design and Construction Work and Operations and Maintenance Work under this Agreement in accordance with applicable Arizona records retention schedules. The Parties shall have access to all records for the purpose of inspection, audit and copying during normal business hours for as long as the records are maintained.

5.2.3. Notwithstanding anything to the contrary in this Agreement, if the Operating Agent determines that any issue during the construction of the NWRRDS involves a safety issue or an emergency, as determined by the Operating Agent in its reasonable discretion, the Operating Agent may take

action to address such issue. Such action will be reported to the Authorized Representative for each Party in a timely manner.

5.2.4. The Parties agree that any development projects submitted for review within Marana or Oro Valley within the vicinity of proposed facilities or pipelines associated with the NWRRDS project will be provided to the Operating Agent for the purposes of identifying necessary easements or rights-of-way necessary to preserve and protect the NWRRDS project.

5.3. **OPERATIONS AND MAINTENANCE WORK DUTIES.**

5.3.1. The Operating Agent shall:

5.3.1.1. Once construction of the NWRRDS is complete and water deliveries commence, conduct all Operations and Maintenance Work in accordance with regulatory requirements, industry standards and the terms of this Agreement, subject to payment by the Parties.

5.3.1.2. Obtain all permits, licenses, approvals, contracts and insurance as required to perform and conduct all Operations and Maintenance Work.

5.3.1.3. Manage procurement and bids for the Operations and Maintenance Work in accordance with applicable law.

5.3.1.4. Provide administrative, technical, and ADEQ certified operational staff to the extent required to conduct operations of the NWRRDS.

5.3.1.5. Deliver each Party's water as described in Exhibit B in accordance with the operating procedures for the operations of the NWRRDS. However, any Party may request a change for operational reasons subject to agreement by the Operating Agent; provided that such change does not adversely impact other Parties to this Agreement. The Operating Agent shall have no responsibility to operate or maintain booster pump(s) owned or operated separately by a Party, other than to allow access to the NWRRDS of the applicable Party's water.

5.3.1.6. Provide cost and operational information to the NWRRDS Committee and/or any Party within ten (10) business days of a written request.

5.3.1.7. Conduct operations in accordance with all applicable federal, state and local regulatory requirements.

5.3.1.8. Provide each Party in a timely manner with water quality information to meet any ADEQ regulations and reporting in accordance with Section 13.2, and water accounting information to meet any required ADWR regulations and reporting in accordance with Section 12.8.

5.3.1.9. Prepare and revise necessary operating procedures for the operation of the NWRRDS.

5.3.2. The Operating Agent shall have the sole discretion in determining whether a curtailment or stoppage of water flows to the NWRRDS is required and/or made necessary by circumstances existing at any time (including, but not limited to, failure to meet primary drinking water quality standards, main breaks, and power outages). Operating Agent shall promptly notify each of the Parties of any curtailment or stoppage. Each Party will be responsible to provide the Operating Agent with up-to-date contact information for this notification.

6. NWRRDS COMMITTEE.

6.1. Upon the complete execution and recording of this Agreement, a committee will be formed known as the NWRRDS Committee. Each Party shall have one Authorized Representative to act as a member of the NWRRDS Committee. The Authorized Representatives of the Parties shall be as follows:

A. MDWID: General Manager of MDWID

B. Oro Valley: Director of Oro Valley Water Utility

C. Marana: Director of Town of Marana Water Department

Each Authorized Representative shall also designate an alternate ("Alternate Representative") to act in the absence of the Authorized Representative. In the event that a Party's Authorized Representative and Alternate Representative cannot attend a meeting of the NWRRDS Committee, the Authorized Representative of the Party may provide in writing the Party's proxy to another Party to this Agreement.

6.2. The chairman of the NWRRDS Committee shall be the Authorized Representative of the Operating Agent commencing on the Effective Date and continuing for three years after the In-Service Date. Thereafter, the position of chairman shall rotate on an annual basis in the order set forth above (i.e., Oro Valley, Marana, MDWID). The chairman shall be responsible for administrative functions of the meeting, but otherwise shall have the same rights and obligations of the other members of the NWRRDS Committee.

6.3. The NWRRDS Committee may, at its choosing, participate in the following:

6.3.1. Selection of the consultants for the Design and Construction Work.

6.3.2. Review of design prior to finalization for construction.

6.4. The Operating Agent shall provide for the time, place and manner in which the NWRRDS Committee will conduct its meetings. Prior to the In-Service Date, the NWRRDS Committee shall meet at least monthly unless otherwise agreed.. Following the In-Service Date, the NWRRDS Committee shall meet at least quarterly unless otherwise agreed by the NWRRDS Committee. Notwithstanding the foregoing, any Party may request a meeting of the NWRRDS Committee at any time.

6.5. Each Party shall give written notice to the other Parties of the name of its Alternate Representative within thirty (30) days after execution of this Agreement. Notice of any change of Authorized Representative or Alternate Representative shall be provided in writing to the other Parties in accordance with the notice provisions of this Agreement.

6.6. Unless otherwise specified in this Agreement, NWRRDS Committee decisions shall be by vote of the Parties; provided, that if a vote solely concerns a part of the NWRRDS for which a Party does not participate or contribute, the Party shall not be entitled to vote. Each Party to this Agreement shall have one vote. Decisions must be authorized by a majority of the Parties present at the time of the vote. Such majority shall be determined on the basis of the entire number of Parties and not by the number of Authorized Representatives (or Alternative Representatives) present at a particular meeting. In the case of a tie, there shall be no alteration to the status quo.

6.7. Among other items, the NWRRDS Committee shall be provided with the following information and will vote on:

6.7.1. The final design, specifications and bid documents for the construction of the NWRRDS.

6.7.2. Concurrence of the final bid for the construction of the NWRRDS prior to governing body of the Operating Agent awarding such work.

6.7.3. Annual Operations and Maintenance Costs for each Party calculated in accordance with Exhibit C.

6.7.4. Operating procedures prepared by Operating Agent (if any).

6.7.5. Other matters as set forth in this Agreement or as brought to the NWRRDS Committee by the Operating Agent.

6.8. Each year on or before January 1st, the Operating Agent shall provide the Parties with an annual operating plan with initial estimates of the Operations and Maintenance Costs for the following year and estimates of costs for the

Operations and Maintenance Work to be conducted during the following year. Within thirty (30) days of the submission of the plan, the NWRRDS Committee shall meet to vote on approval of the Operations and Maintenance Work set forth in the plan for the following year; provided, however, that no vote shall be required for Operations and Maintenance Work that must be completed in order to remain in compliance with any permits or other applicable laws, and the Operating Agent shall have the authority to take any such action that it reasonably determines is essential to maintaining compliance with such permit or law.

6.8.1. By March 31st (or other date determined by the NWRRDS Committee) of each year, the Operating Agent shall reconcile the Operations and Maintenance Costs for the prior calendar year and the NWRRDS Committee shall determine whether to refund any overpayment or bill the Parties for any underpayment.

6.9. The NWRRDS Committee will vote on any planned Operations and Maintenance Work exceeding a total of $50,000.00 in a calendar year that is not included in the annual Operations and Maintenance Work plan described in Section 6.8 above.

6.10. Notwithstanding the submission of information to the NWRRDS Committee and the right to vote in accordance with the sections of this Section 6 above, the Operating Agent shall retain sole responsibility and authority for decisions during the design and construction of the NWRRDS and operating and maintenance practices, including maintenance scheduling and the selection of periods when maintenance will be done.

6.11. Each year, the NWRRDS Committee shall estimate future deliveries for the next five (5) years. The Parties are not restricted to the deliveries in each 5-year plan, rather this conjunctive management activity will efficiently utilize NWRRDS capacity.

6.12. Notwithstanding the provisions of Section 6.6 regarding a majority vote, prior to the initial commencement of Design and Construction Work activities that would result in financial obligation by the Parties, the NWRRDS Committee shall vote on whether to commence such Design and Construction Work. This initial, one-time determination to commence Design and Construction Work activities that would result in a financial obligation by the Parties shall require a unanimous vote of the Parties.

6.13. The NWRRDS Committee shall have no authority to amend this Agreement and any amendment will require the approval of each of the governing bodies of the Parties.

7. DESIGN AND CONSTRUCTION COSTS

7.1. Design and Construction Costs shall consist of, but not be limited to, the following direct costs:

7.1.1. Costs of contracts entered into by the Operating Agent, for equipment, material, labor, services and studies performed in connection with Design and Construction Work.

7.1.2. Costs of structures and improvements, equipment, and temporary facilities for the NWRRDS.

7.1.3. Costs and expenses, including those of outside consultants and attorneys, incurred by the Operating Agent for acquiring construction and operating permits, design, certificates and licenses, for complying with environmental laws, rules and regulations, and the preparation of agreements relating to Design and Construction Work executed with entities other than the Parties hereto.

7.1.4. Costs of direct labor, materials, supplies, apparatus, initial spare parts, power, supporting information technology software, and water in connection with Design and Construction Work, including rental charges and specialty tools, machinery and equipment.

7.1.5. Costs of Construction Insurance.

7.1.6. Costs associated with any loss, damage or liability arising out of or caused by Design and Construction Work which are not satisfied by Construction Insurance.

7.1.7. All federal, state or local taxes of any character imposed upon Design and Construction Work.

7.1.8. Costs of work, services or expenses of Parties incurred in the performance of Design and Construction Work if requested, authorized or approved by the Operating Agent.

7.1.9. Costs of relocating existing facilities necessitated by Design and Construction Work.

7.1.10. Costs and expenses of enforcing or attempting to enforce the provisions of Construction Insurance policies, payment and performance bonds, contracts executed by Operating Agent and warranties applicable to the NWRRDS.

7.1.11. Costs and expenses associated with claims made by consultants or contractors.

7.2. Design and Construction Costs shall also include the following indirect costs incurred by the Operating Agent in performance of Design and Construction Work: fringe benefit costs for labor and additional equipment costs. An administrative fee will be calculated and applied to each invoice to allow the Operating Agent to recover the cost of preparing and splitting invoices, sending out monthly statements, and collecting payments for the total Design and Construction Costs.

8. OPERATIONS AND MAINTENANCE COSTS:

8.1. Except as set forth in Sections 8.3 and 8.4 below, to address Operations and Maintenance Costs, each Party will pay to MDWID a total usage rate (which may include a power charge if applicable to that Party) for each unit of water delivered from the Party's Source to the Party's Point of Entry. The total usage rate (which may include a power charge if applicable to that Party) will be calculated annually using the agreed-upon methodology as set forth in Exhibit C.

8.2. The Operating Agent shall provide, beginning with the year of the In-Service Date, the annual Operations and Maintenance Costs no later than January 1st of each year for the subsequent fiscal year; provided, however, that a pro-rated amount will be provided for the first partial year and the estimated amount will be provided within seventy-five (75) days of the In-Service Date.

8.3. For any Operations and Maintenance Costs approved in advance by the NWRRDS Committee for the subsequent fiscal year in accordance with Section 6.8, the Parties shall pay for such amounts directly in accordance with their allocation percentages as set forth in Exhibit B (provided that the work is for a portion of the NWRRDS utilized by a Party).

8.4. For any emergency/urgent Operations and Maintenance Costs on the NWRRDS in excess of $250,000, the Parties shall pay Operating Agent as described in Section 9.3.

8.5. The Operating Agent will be responsible for reading meters monthly, keeping a record of actual deliveries to each Party and reconciling the delivered quantity of water to the requested annual delivery by the individual Parties at the end of each calendar year. All associated costs for reading, testing, and replacement of the meters will be incorporated into the annual calculation of operation and maintenance costs. The initial base usage rate is set forth in Exhibit C.

9. PAYMENT:

9.1. Design and Construction Costs

9.1.1. Each Party shall pay its share of the Design and Construction Costs on the basis set forth in Exhibit B.

9.1.2. Within thirty (30) days of the Effective Date of this Agreement, each Party (other than MDWID) shall establish an escrow capital account (each, an "Escrow Capital Account") to address payment of each Party's share of the Design and Construction Costs. MDWID shall be a signatory on each Escrow Capital Account with authority to withdraw funds at its discretion. During design, each Escrow Capital Account shall maintain a balance sufficient to cover each Party's share of the design costs.

9.1.3. At least thirty (30) days prior to the commencement of a new construction or expansion phase for which a budget is provided and approved as set forth in Section 5.2.1.10, each Party shall establish a balance in its Escrow Capital Account at least equal to its estimated share of the Design and Construction Costs for the next construction or expansion phase and also sufficient to pay for all administrative fees of the Operating Agent for processing invoices and payments.

9.1.4. The Operating Agent shall pay Design and Construction Costs as they become due and shall draw from each Party's Escrow Capital Account funds to reimburse the Operating Agent for the Party's share of the Design and Construction Costs and Operating Agent's administrative fees.

9.1.5. The Operating Agent shall provide a monthly statement to each Party specifying expenditures for the prior month for that Party, and the distribution of these expenditures to each participating Party.

9.1.6. If a Party's Escrow Capital Account balance is insufficient to reimburse the Operating Agent for that Party's appropriate share of the Design and Construction Costs, the Operating Agent shall, in writing, notify the Party, and the Party shall, within three (3) calendar days, directly reimburse the Operating Agent any amount paid by the Operating Agent that exceeded the available funds in that Party's Escrow Capital Account. Amounts that are

owed shall accrue interest at the statutory interest rate set forth in A.R.S. § 44-1201.

9.1.7. Each Party shall pay one-third of the cost of software, software maintenance and support, staff time for accounts payable processing, accounts receivable invoicing, project accounting, tracking and recording, payment withdrawals, reporting, and ACH or Wire transfer.

9.2. Operations and Maintenance Costs.

9.2.1. Except for items set forth in Section 8.3 and 8.4, which shall be due and payable as described in those sections and below, Operating Agent shall bill Parties monthly in advance based upon the Parties' agreed upon delivery orders for the year divided by 12 months for Operations and Maintenance costs as described in Section 8. Payments shall be due thirty (30) days from the date of the invoice. Should there be variations between the annual delivery order and actual deliveries to a Party for any reason other than system interruption, the Party will pay for their agreed upon unit cost. If there is a variation between the annual delivery order and actual deliveries due to system interruption, the amount the Party shall pay for the annual delivery order will be reduced to the amount actually delivered. Adjustments for actual expenses incurred for each year shall be reflected in a subsequent invoice submitted after the final annual delivery.

9.2.2. Parties shall pay such costs to the Operating Agent within thirty (30) days of the date of invoice. Disputed or undisputed invoices which are not paid when due shall thereafter bear an interest charge at the statutory interest rate set forth in A.R.S. § 44-1201. Any payment received shall first be applied to any interest charges owed and then to any amounts owed.

9.2.3. In the event any portion of any invoice is disputed, the disputed amount shall be paid under protest when due and, if payment is so made, shall be accompanied by a written statement indicating the basis for the protest. If the Parties cannot resolve the dispute, any Party to the dispute may submit the dispute to resolution pursuant to Section 17.

9.2.4. If any amounts due for Operations and Maintenance Costs are not paid within 60 days of the date of invoice, Operating Agent may interrupt access of the defaulting Party's water to the NWRRDS until the payment is made.

9.3. For projects subject to Section 8.4 above, within thirty (30) days of a request by Operating Agent, each Party shall establish a balance in its Escrow Capital Account at least equal to its estimated share of the project subject to Section 8.4 and also a sufficient amount to pay for all administrative fees of the Operating Agent for processing invoices and payments.

9.4. Each Party shall be responsible for its own debt financing and debt service in relation to payments for its Allocated Capacity and other obligations under this Agreement. This Agreement will serve as the basis for each Party's ability to acquire financing in accordance with its contractual rights to capacity in the NWRRDS.

10. TRANSPORTATION OF WATER:

10.1. Each Party will have the authority to transport water in the volumes set forth in Exhibit B through the NWRRDS from that Party's Source to that Party's Point of Entry.

10.2. In consideration for the right to transport water as described in this Section 10 and the other considerations specified in this Agreement, each Party shall pay to MDWID the amounts described in Exhibit C and Sections 8 and 9.

11. DELIVERY; REDUCTION IN CAPACITY

11.1. Parties shall schedule delivery of water, under a baseload scenario and without peaking, to the NWRRDS with the Operating Agent prior to November 1 of each calendar year and in accordance with operating procedures to be established by the Operating Agent.

11.2. If the Operating Capacity of the NWRRDS is reduced for any reason, and the reduced capacity is insufficient to accommodate all of the needs of the Parties, then the reduced Operating Capacity will be reapportioned to the affected Parties based on the percentage of each Party's Allocated Capacity.

12. WATER MEASUREMENT, ACCOUNTING AND REPORTING:

12.1. The Operating Agent shall base its accounting for water delivered to the NWRRDS on actual measurements, subject to Sections 12.4 and 12.5 below.

12.2. The Operating Agent shall install and maintain a flow measurement system at each Party's Point of Entry.

12.3. All wells will be metered in accordance with ADWR requirements.

12.4. The Operating Agent shall determine system losses in the NWRRDS. Losses in the NWRRDS shall be calculated using generally accepted engineering practices.

12.5. If the flow measurement system becomes unusable for any reason, the Operating Agent will base its calculations of water entering the NWRRDS on the amount of water for delivery to the NWRRDS determined to be included in water measurements at other measuring points upstream of the NWRRDS during the period the NWRRDS flow measurement system was not usable. Marana will deliver water production measurements to the Operating Agent pursuant to a separate agreement.

12.6. The Operating Agent shall prepare a monthly water accounting report of water for each Party. The report shall include the daily amount of water received at the Party's Source(s) and the losses calculated as described in this Section.

12.7. The water accounting reports prepared pursuant to this Section shall be retained by the Operating Agent for at least three (3) years and be made available for Parties' inspection at least quarterly.

12.8. Each Party will be provided all ADWR water accounting information prior to February 28th of each year for the previous calendar year.

13. WATER QUALITY:

13.1. The Operating Agent will be responsible for compliance with all water quality regulations for the water delivered from the NWRRDS to each Party's designated Point of Entry.

13.2. The well owner will notify each Party's Operator in Direct Responsible Charge (Operator of Record) within 24 hours of any exceedance of a water quality standard at any of the wells delivering water to the NWRRDS.

13.3. Each Party waives any claim on its own behalf against the other Parties for water quality degradation arising from commingling of water. In no event shall the Operating Agent be liable for water quality degradation resulting from the transmission of water or other use of the NWRRDS.

13.4. All Parties will work together to address contaminants of emerging concern, and if a new regulation results in the NWRRDS water no longer meeting primary drinking water quality standards, the Parties will work in good faith to arrive at a solution to meet primary drinking water standards. If new treatment processes are required, the Parties will be responsible for paying proportional costs associated with the construction, operation, and maintenance of the treatment facility.

14. AUTHORIZATIONS AND APPROVALS:

14.1. Each Party shall be responsible for obtaining, at its own expense, any authorizations and approvals required for its participation in the construction, reconstruction, operation, maintenance or use of the NWRRDS or its performance under this Agreement, and each Party shall keep the Operating Agent and Parties informed of its applications therefor and authorizations issued in connection therewith.

14.2. A Party's failure to make sufficient appropriations to contribute its share of costs in accordance with this agreement will be treated as a notice of termination by that Party.

15. INSURANCE:

15.1. Unless otherwise specified by the NWRRDS Committee pursuant to Section 15.2, the Operating Agent shall require any party performing Design and Construction Work or Operations and Maintenance Work to procure and maintain in force during the performance of Design and Construction Work or Operations and Maintenance Work, as applicable, all required Construction Insurance or Operating Insurance as set forth in Exhibit D and Exhibit E, respectively. Any required general liability policy required hereunder shall name the Parties as additional insureds. Proof of insurance satisfactory to the Operating Agent shall be submitted to the Operating Agent before any Design and Construction Work or Operations and Maintenance Work commences.

15.2. The NWRRDS Committee may, at any time, increase the policy limits and/or determine appropriate deductibles or retentions. Action by the NWRRDS Committee shall be by vote in accordance with Section 5. In the event the NWRRDS Committee is unable to agree upon any insurance matters, the Operating Agent, pending the resolution of such disagreement, may procure or cause to be procured, such policies of insurance as in its best judgment are necessary and required to protect the Parties.

15.3. MDWID, as the owner of the NWRRDS, shall include each Party as an additional insured on MDWID's Risk Management insurance policy during the term of this Agreement.

16. LIABILITY:

16.1. Except as provided in this Section 16 and subject to any right of indemnification provided in this Agreement, the costs of discharging all Third Party Liability imposed upon one or more of the Parties, for which payment is not made by Construction Insurance, Operating Insurance, or other applicable insurance required by this Agreement, shall be allocated among the Parties pursuant to the allocations set forth in Exhibit B.

16.2. Any Party leasing or otherwise conveying an interest in its Allocated Capacity pursuant to Section 4.3 shall indemnify and hold harmless any Party not a party to the lease or other conveyance against any loss the non-contracting Party incurs as a result of complying with this Agreement in a manner that contradicts or conflicts with such lease or other conveyance.

16.3. Any Party leasing or otherwise conveying an interest in its Allocated Capacity shall:

16.3.1. Remain liable for any and all obligations under this Agreement.

16.3.2. Indemnify and hold harmless all other Parties for losses resulting from actions or inactions of the party to which the Allocated Capacity is leased or otherwise conveyed.

16.3.3. Only request delivery to the Party's established delivery point or to a location that is within the infrastructure that the Party participated on the cost-share.

16.4. The Operating Agent, in its reasonable discretion as described in Section 5.3.2., may curtail or stop water flows through the NWRRDS at any time and shall not be liable to any Party or lessee or any other third party for claims or damage resulting from its decision to curtail or stop water flows through the NWRRDS.

16.5. The Operating Agent shall not be responsible for or required to replace water lost, misdirected or otherwise failing to reach a Party's Point of Entry. Each Party shall share in any deficiency resulting from such lost or misdirected water in proportion to the amount of each Party's Allocated Capacity at the time the deficiency accrued.

16.6. In the event any third party institutes an action against any Party(s) for claims arising from the activities undertaken pursuant to this Agreement, the Parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

16.7. Any party withdrawing from this Agreement is responsible for financial impacts and damages attributable to its own conduct and actions even after the Party withdraws from the Agreement.

17. GOVERNING LAW; DISPUTES:

17.1. This Agreement shall be governed by the laws of the State of Arizona.

17.2. Any Party that brings a lawsuit against another Party or Parties for a dispute arising under this Agreement and that does not prevail, shall pay all fees and courts costs, including attorneys' fees, incurred by the other Party or Parties (as applicable) to this Agreement in that lawsuit.

18. ACTIONS PENDING RESOLUTION OF DISPUTES:

18.1. Pending the resolution of a dispute pursuant to Section 17, the Operating Agent shall proceed with Design and Construction Work and/or Operations and Maintenance Work in a manner consistent with this Agreement and generally accepted accounting and engineering practices, and all Parties shall make the payments required to perform such Design and Construction Work and/or Operations and Maintenance Work in accordance with this Agreement. Amounts paid by the Parties pursuant to this Section 18 during the pendency of such dispute shall not be subject to refund except upon a final determination that the expenditures were not made in a manner consistent with this Agreement and generally accepted accounting and engineering practice.

19. FORCE MAJEURE EVENT

19.1. No Party shall be considered in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay costs and expenses) when a failure of performance is due to a Force Majeure Event.

19.2. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure Event shall give prompt written notice of such fact to the other Parties and shall exercise due diligence to overcome such Force Majeure Event.

20. BINDING OBLIGATIONS:

20.1. Except as described in Section 4.3, this Agreement may not be assigned or transferred by a Party, in whole or in part, without the prior consent of the other Parties. All of the obligations set forth in this Agreement shall bind the Parties and their successors and permitted assigns, and such obligations and all rights under this Agreement shall run with the Parties' interests in the NWRRDS.

21. NOTICES:

21.1. Except as set forth in Section 21.2, any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Town of Oro Valley Water Utility:

11000 N. La Canada Dr.

Oro Valley, AZ 85737

Attn: Director of Oro Valley Water Utility

Town of Marana:

Office of the Town Clerk

11555 W. Civic Center Dr.

Marana, AZ 85653

Attn: Director of Town of Marana Water Department

Metropolitan Domestic Water Improvement District:

6265 N La Canada Drive

Tucson Arizona, 85740

Attn: General Manager

21.2. Informal communications of a routine nature involving NWRRDS Committee matters shall be made in such manner as the NWRRDS Committee shall arrange.

21.3. Any Party may, at any time, by notice to all other Parties, designate different or additional persons or different addresses for the giving of notices hereunder.

22. RELATIONSHIPS OF PARTIES:

22.1. Nothing herein contained shall be construed to create an association, joint venture, trust, or partnership among the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement.

22.2. All rights of the Parties are several, not joint. No Party shall be under the control or direction of or shall be deemed to control another Party. Except as expressly provided in this Agreement, no Party shall have the right or power to bind another Party without its express written consent.

23. THIRD PARTY BENEFICIARIES:

23.1. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

24. WAIVER:

24.1. The waiver by any Party hereto of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

25. HEADINGS:

25.1. Title and paragraph headings herein are for reference only and are not part of this Agreement.

26. ENTIRE AGREEMENT:

26.1. The terms, covenants and conditions of this Agreement constitute the entire Agreement among the Parties and no understandings or agreements not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by all of the Parties.

TOWN OF MARANA

Ed Honea, Mayor

Date:

ATTEST

Town Clerk

Date:

TOWN OF ORO VALLEY

Dr. Satish Hiremath, Mayor

Date:

ATTEST

Michael Standish, Town Clerk

Date:

METROPOLITIAN DOMESTIC WATER IMPROVEMENT DISTRICT

_____

Judy Scrivener,
Chair of the Board

Date:

ATTEST

_____

Clerk of the Board

The foregoing intergovernmental agreement among the METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT, the TOWN OF MARANA, and the TOWN OF ORO VALLEY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT:

_____
John Hinderaker
Legal Counsel

Date: _____

TOWN OF MARANA:

_____
Frank Cassidy
Town Attorney

Date: _____

TOWN OF ORO VALLEY:

_____
Tobin Sidles
Oro Valley Legal Services Director

Date: _____

EXHIBIT A

[MAPS OF SYSTEM]

System Overview

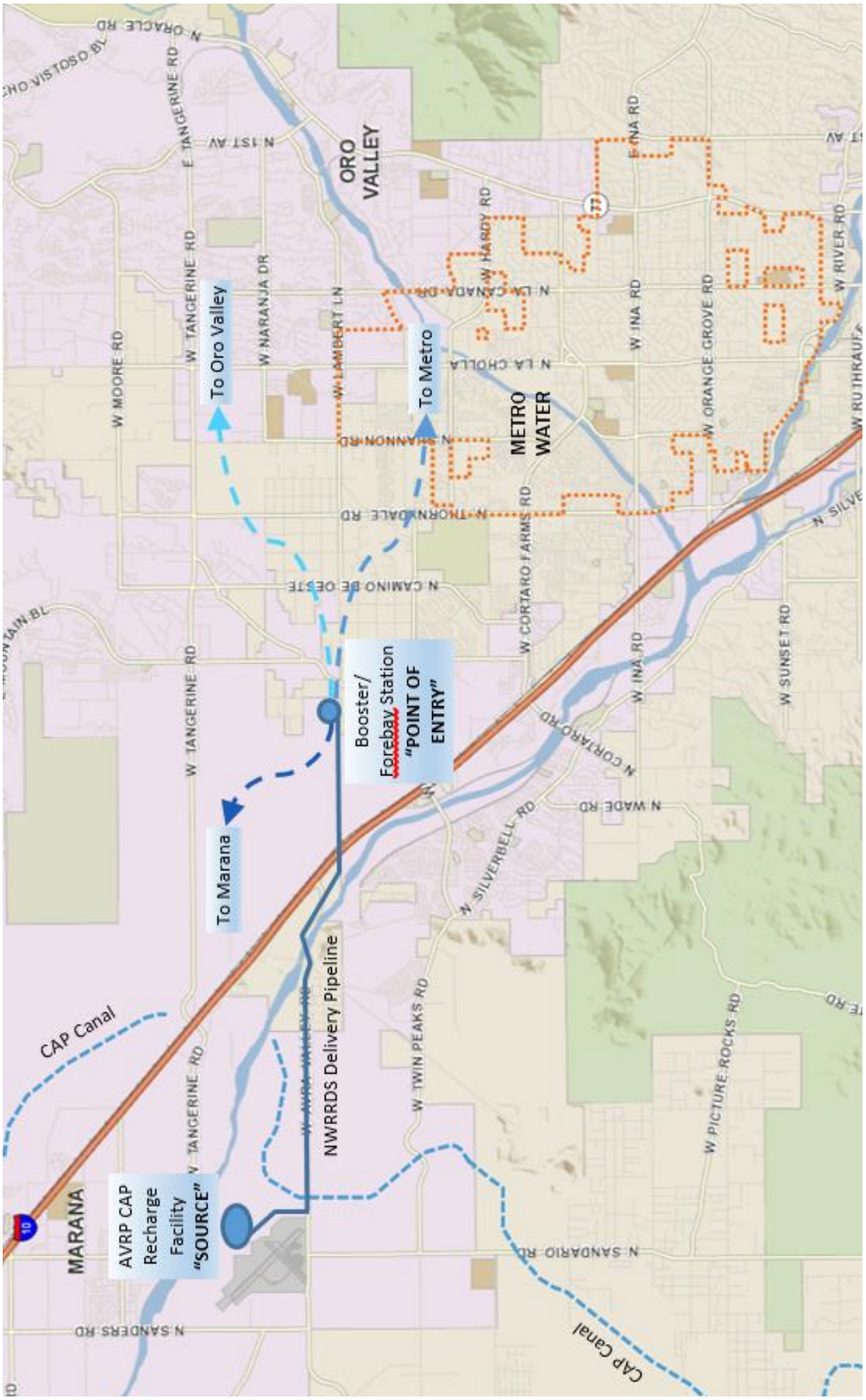

ORO VALLEY
METRO WATER
To Oro Valley
To Metro
To Marana
Booster/ Forebay Station "POINT OF ENTRY"
NWRRDS Delivery Pipeline
AVRP CAP Recharge Facility "SOURCE"
CAP Canal
MARANA
W TANGERINE RD
W MOORE RD
W NARANJA DR
W LAMBERT LN
N LA CHOLLA
W ORANGE GROVE RD
W INA RD
E INA RD
W RIVER RD
N SHANNON RD
N THORNYDALE RD
W CORTARO FARMS RD
N CAMINO DE OESTE
W SUNSET RD
N SILVERBELL RD
W TWIN PEAKS RD
W PICTURE ROCKS RD
N SANDARIO RD
N SANDERS RD

EXHIBIT A

[MAPS OF SYSTEM]

Preliminary Concept Site Layout

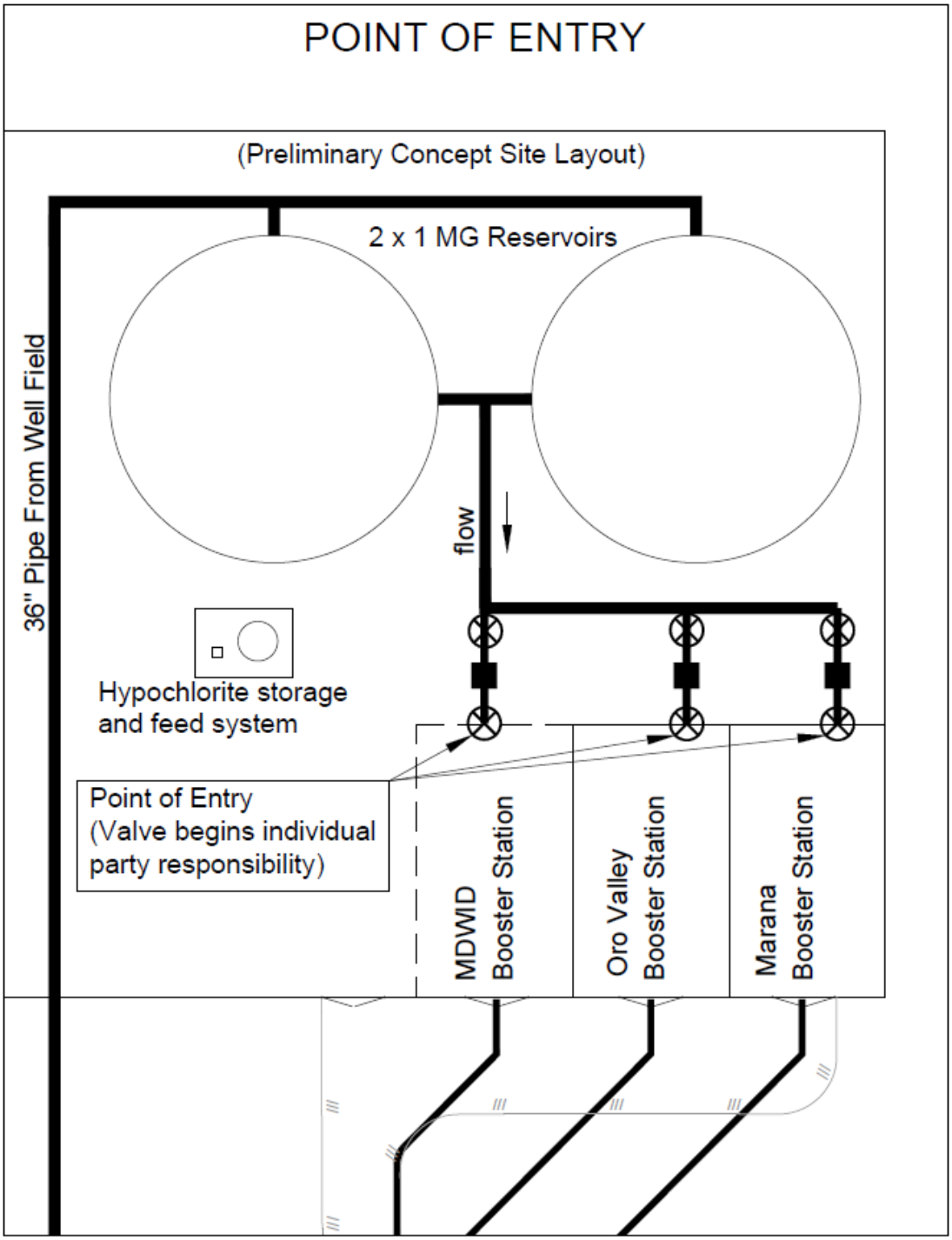


EXHIBIT B

[ALLOCATED CAPACITY]

Entity	Allocated Capacity (Acre-Feet per Year)	Allocated Capacity (Percentage of Total)
MDWID	4,000	38.46%
Oro Valley	4,000	38.46%
Marana	2,400	23.08%
Total	10,400	100%

EXHIBIT C

[SYSTEM AND DELIVERY CHARGES]

The unit delivery cost for delivery of recovered CAP water through the NWRRDS is estimated based on the 50-Year Operation, Maintenance, and Life Cycle Costs study (WestLand Resources, Inc., 2016).

Year 2025 NWRRDS Summary of Costs and Rates

	Description		Average Annual Oro Valley & MDWID	$/AF Oro Valley & MDWID		Average Annual Marana	$/AF Marana
	Estimated Fixed Maintenance Costs		$316,000			$295,000	
	Taxes (assumed at 4%)		$12,640			$11,800	
	Total		$328,640			$306,800	
	Allocation (AF)		10,400			10,400	
C.1	Base Usage Rate			$31.60			$29.50
C.2	Estimated Power Rate			$88.88			$0
C.3	Estimated Chemical Rate			$13.17			$13.17
	Total Usage Rate			$133.65			$42.67

C.1. Each Party will pay the Operating Agent a base rate for each unit of CAP water allocated to each Party, currently estimated at $31.60 per acre-foot (Oro Valley and MDWID) and $29.50 per acre-foot (Marana). This rate is established for base load capacity using the fixed annual maintenance costs as identified in the WestLand study, excluding electrical, chemical, and replacement costs (Oro Valley and MDWID) and excluding electrical, well maintenance, chemical, and replacement costs (Marana), divided by the total allocated capacity of 10,400 acre-feet per year.

C.2. Each Party (excluding Marana) will pay the Operating Agent a power charge for each acre-foot of CAP water delivered to the Point of Entry for each Party. The current power charge is estimated at $88.88 per acre-foot, and is included as a component of the total usage rate. The cost of energy supply is based upon the current rate agreement between TRICO Electric Cooperative, Inc. and MDWID divided by 8,000 acre-feet of allocated capacity per year. Power costs will be calculated annually.

C.3. Each party will pay the Operating Agent a chemical charge for each acre-foot of CAP water delivered to the Point of Entry for each Party. The current chemical charge is estimated at $13.17 per acre-foot, and is included as a component of the total usage rate. The cost of chemicals is estimated using the estimated annual cost of chemicals divided by the total allocated capacity of 10,400 acre-feet per year. Chemical costs will be calculated annually.

The Operating Agent will be responsible for reading the meter and billing the Parties for water delivered. Payments due will be invoiced monthly by the Operating Agent.

The methodology outlined in this Exhibit C will serve as the mechanism by which costs will be determined. Estimated annual costs will be updated in accordance with this Agreement.

EXHIBIT D

[CONSTRUCTION INSURANCE REQUIREMENTS]

D.1. General Terms. CONTRACTOR shall not commence work under the Construction Agreement until CONTRACTOR (i) has obtained at its expense all insurance required and (ii) has given Operating Agent a Certificate of Liability Insurance evidencing the type, amount, coverage, effective dates and dates of expiration of the required policies and identifying Parties as additional insureds, loss payees and certificate holders, as applicable. The insurance policies shall be issued by an insurance company acceptable to the Operating Agent and lawfully authorized to do business in the State of Arizona. All insurance policies required, other than Worker's Compensation and Employer's Liability, shall name all Parties as additional insureds and loss payees, as applicable, on a primary, non-contributory basis, irrespective of any such insurance that all Parties might carry on ~~its~~ their own behalf. All insurance policies required shall provide that the policies will not be subject to cancellation, termination or modification except after thirty (30) days prior written notice to the Operating Agent and shall provide for waiver of subrogation against all Parties. Such required coverage shall remain in effect until the later of (i) final payment for the work under the Construction Agreement or (ii) termination of the Construction Agreement.

D.2. Coverage. The CONTRACTOR shall purchase and maintain the following coverage during the term of the Construction Agreement:

D.2.1. Commercial General Liability for claims of damage for bodily injury, accidental death, property damage, premises/operations (including fire, theft, vandalism, falsework, temporary buildings and debris removal), explosion/collapse, independent contractors, products/completed operations, contractual liability, personal injury and advertising liability and underground special hazards (including (i) injury to or destruction of wire, conduits, gas, water and petroleum pipes, electric, telephone, telegraph and signal cables, sewers, drains or any apparatus in connection therewith or any other matter, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling or boring in streets or highways or otherwise; or injury to or destruction of property at any time resulting therefrom and (ii) liability arising out of collapse of or structural injury to any building, street or structure due to excavation, tunneling, pile driving, or coffeework, or moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof), on an occurrence basis with limits of liability not less than the following:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expenses (any one person)	$5,000

D.2.1.1. Automobile Liability for any Auto, Combined Single Limit (per occurrence) with $2,000,000 limits;

D.2.1.2. Worker's Compensation and Employer's Liability at the current Arizona statutory minimums;

D.2.1.3. Excess or Umbrella Liability Insurance. In the event CONTRACTOR does not have coverage with the above minimum limits, CONTRACTOR may obtain such coverage through an Excess or Umbrella Liability Policy.

EXHIBIT E

[OPERATING INSURANCE REQUIREMENTS]

E.1. General Terms. At all times during the Term, the Operating Agent shall obtain and maintain, or cause to be obtained and maintained, Operating Insurance and shall pay all premiums with respect thereto as the same become due and payable. The Operating Insurance shall be provided and remain in effect for the Operation Period in annually (or other) renewable periods.

E.2. Insurance Coverage. The Operating Agent shall obtain, pay for and maintain the insurance coverage listed below with respect to the performance of the Operation Services without any reimbursement obligation on the part of the Parties. The cost of the Operating Insurance is included in the base usage rate.

E.2.1. Commercial General Liability for claims of damage for bodily injury, accidental death, property damage, premises/operations (including fire, theft, vandalism, falsework, temporary buildings and debris removal), explosion/collapse, independent contractors, products/completed operations, contractual liability, personal injury and advertising liability and underground special hazards (including (i) injury to or destruction of wire, conduits, gas, water and petroleum pipes, electric, telephone, telegraph and signal cables, sewers, drains or any apparatus in connection therewith or any other matter, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling or boring in streets or highways or otherwise; or injury to or destruction of property at any time resulting therefrom and (ii) liability arising out of collapse of or structural injury to any building, street or structure due to excavation, tunneling, pile driving, or coffeework, or moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof), on an occurrence basis with limits of liability not less than the following:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expenses (any one person)	$5,000

E.2.2. Automobile Liability for any Auto, Combined Single Limit (per occurrence) with $2,000,000 limits;

E.2.3. Worker's Compensation and Employer's Liability at the current Arizona statutory minimums;

E.2.4. Excess or Umbrella Liability Insurance. In the event Operating Agent does not have coverage with the above minimum limits, Operating Agent may obtain such coverage through an Excess or Umbrella Liability Policy.

E.2.5. Operating Agent-owned Equipment Insurance. Operating Agent-owned miscellaneous tools and equipment insurance covering physical damage to

owned, leased, rented, or borrowed equipment on the jobsite, including rental charges.

E.3. Additional Insureds. The Operating Agent shall name the Parties and their officers, officials, and employees, as additional insureds (the "Additional Insureds") on all policies required under Appendix E (other than with respect to the required workers' compensation and employer's liability coverage and Operating Agent-owned equipment insurance). The Operating Agent shall waive the subrogation rights of its various insurance carriers in favor of the Parties for all policies required under Section E.2 of this Appendix E.

E.4. Insurance Certificates. Insurance, and any renewal thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Operating Agent in accordance with Section 15 (Insurance) of this Agreement. The certificates of insurance shall provide for 60 days' written notice to the Operating Agent of cancellation, non-renewal or reduction in limits by the insurance company, except that 10 days' notice shall be provided in the event of nonpayment of premium.

E.5. Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insureds for payment of any premium or assessment and shall contain a severability of interest provision in regard to the Parties' liability policies.

E.6. Deductibles and Self Insurance Retentions. Any of the policies of Operating Insurance may provide that the amount payable in the event of any loss shall be reduced by a deductible amount to be paid by the Operating Agent, which shall not exceed $100,000 unless otherwise approved in writing by the Operating Agent. Alternatively, any of the policies of Operating Insurance may provide for a self-insured retention by the Operating Agent in an amount not to exceed $100,000 unless otherwise approved in writing by the Operating Agent. The Operating Agent shall be a co-insurer to the extent of the amount deducted from the insurance monies paid in the event of any loss, or the amount of any self-insured retention, and such deductible or self-insured retention amount shall be included as part of the insurance payment(s). Such deductibles and self-insured retentions shall be in accordance with those that are commercially available. The cost of the applied deductible or retention shall be paid by the Parties.

E.7. Specific Provisions for Commercial General Liability Insurance. Commercial general liability insurance, as required under subsection E.1.1 of this Appendix E, shall include premises-operations, blanket contractual, products, completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, broad form property damage including completed operations, and independent contractors coverages.

E.8. Specific Provisions for Workers' Compensation Coverage. Workers' compensation insurance shall be in accordance with the requirements of the laws of the State of Arizona, as amended from time to time. The required workers' compensation insurance shall include other states' coverage, voluntary compensation coverage, and federal longshoreman and harbor workers coverage.

E.9. Changes in Insurance Coverage. The Operating Agent shall use its best efforts to obtain such additional insurance as the Parties may request from time to time, and the costs of such additional insurance shall be a pass through cost to the Parties.

E.10. Qualifications of Insurers. The Operating Agent is required to obtain the insurance set forth herein with insurance companies that carry a Best's "A-VII" or equivalent rating. In addition, insurance may not be obtained or maintained with insurers that are prohibited from conducting business in the State of Arizona.

Council-Regular Meeting **A2**

Meeting Date: 04/18/2017

To: Mayor and Council

From: Heath Vescovi-Chiordi, Management Assistant

Date: April 18, 2017

Strategic Plan Focus Area:
Recreation

Subject: Ordinance No. 2017.010: Relating to Marana Regional Airport; authorizing camping and parking of motor homes and recreational vehicles on the airport during the U.S. Flight Expo event May 3-6, 2017; and declaring an emergency (Heath Vescovi-Chiordi)

Discussion:

The Town has issued a special event permit to Geronimo Experimental Aircraft, LLC ("Geronimo"), pursuant to Marana Town Code Chapter 10-6, for Geronimo to hold the US Flight Expo at the Marana Regional Airport, May 3-6, 2017. The US Flight Expo is a new, aircraft vendor driven regional aviation event in Southern Arizona. Part air show, part tradeshow, the expo lasts 4 days and seeks to attract aviation enthusiasts from all over the country to take part in aviation demonstrations, education, and much more.

As a part of the expo, Geronimo has requested that participants be allowed to camp on the Airport and to park RVs on the Airport. Current Airport regulations in the Town Code prohibit camping on the Airport and prohibit parking motor homes or recreational vehicles on the Airport for more than two days or in certain areas on the Airport. In order to accommodate the arrival of aviation enthusiasts and recreational flyers, Town staff is recommending an allowance of overnight camping and RV parking for the duration of the event. The proposed ordinance will allow these activities, notwithstanding the Town Code provisions.

Staff Recommendation:

Town Staff recommends approval of Ordinance No. 2017.010.

Suggested Motion:

I move to adopt Ordinance No. 2017-010, allowing temporary overnight camping and RV parking at the Marana Regional Airport for the US Flight Expo Event.

Attachments

Ordinance No. 2017.010

MARANA ORDINANCE NO. 2017.010

RELATING TO MARANA REGIONAL AIRPORT; AUTHORIZING CAMPING AND PARKING OF MOTOR HOMES AND RECREATIONAL VEHICLES ON THE AIRPORT DURING THE U.S. FLIGHT EXPO EVENT MAY 3-6, 2017; AND DECLARING AN EMERGENCY

WHEREAS the Town has issued a special event permit to Geronimo Experimental Aircraft, LLC ("Geronimo"), pursuant to Marana Town Code Chapter 10-6, for Geronimo to hold the U.S. Flight Expo, an aviation trade show event (the "Event"), at the Marana Regional Airport, May 3-6, 2017; and

WHEREAS as a part of the Event, Geronimo has requested that participants be allowed to camp on the Airport and to park motor homes or recreational vehicles on the Airport; and

WHEREAS Marana Town Code Section 15-1-9(A)(2) prohibits camping on the Airport and Marana Town Code Section 15-4-3(C) prohibits parking motor homes or recreational vehicles on the Airport for more than two days and prohibits parking these vehicles in certain areas on the Airport; and

WHEREAS the Town Council finds that authorizing camping and the parking of motor homes and recreational vehicles on the Airport during the Event is in the best interests of the Town and its residents.

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

SECTION 1. During the U.S. Flight Expo event, May 3-6, 2017, camping on the Airport and the parking of motor homes and recreational vehicles on the Airport are hereby permitted in areas approved and designated by the Airport Director, notwithstanding the provisions of Marana Town Code Section 15-1-9(A)(2) and Marana Town Code Section 15-4-3(C).

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

SECTION 3. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **A3**

Meeting Date: 04/18/2017

To: Mayor and Council

From: Erik Montague, Finance Director

Date: April 18, 2017

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Strategic Partnerships is one of the four overriding principles within the Strategic Plan III.

Subject: Resolution No. 2017-034: Relating to Administration; approving and authorizing the Finance and Purchasing Director to sell up to four used Ford Crown Victoria police vehicles to the Town of Quartzsite (Erik Montague)

Discussion:

The Marana Police Department (MPD) has up to four used Ford Crown Victoria patrol units as a result of the current year vehicle replacement cycle. The used MPD vehicles are traditionally sold at public auction as required by State statute. The per car auction value varies from year to year, but generally averages around $1,200 per car.

Mr. William Ponce, Chief of Police for the Town of Quartzsite, contacted MPD regarding the availability of our used vehicles. They expressed that they are in significant need of vehicles to replace some of their older units which are failing. However, budgetary challenges are preventing them from acquiring new vehicles.

Considering Quartzsite's position, combined with the beneficial value of assisting another police department in need, staff is seeking Council authorization to sell the Town of Quartzsite up to four used MPD vehicles for the amount of $1,200 per vehicle.

The vehicles are in fair condition and will be sold "as is" if approved. Identifying markings, radios, and other equipment would also be removed from the vehicles prior to transfer. The Town of Quartzsite would be responsible for coordinating any pick up or delivery of the vehicles to their facility as well as any transport costs.

Financial Impact:

Fiscal Year:	2018
Budgeted Y/N:	Y
Amount:	$1,200 per vehicle

The sale of vehicles to the Town of Quartzsite will not have a significant financial impact. The suggested sales price approximates the average value received at public auction.

Staff Recommendation:

Staff recommends approval of Resolution No. 2017-034, authorizing the sale of up to four used Ford Crown Victoria vehicles to the Town of Quartzsite.

Suggested Motion:

I move to adopt Resolution No. 2017-034, authorizing the sale of up to four used Ford Crown Victoria vehicles to the Town of Quartzsite.

Attachments

Resolution No. 2017-034

MARANA RESOLUTION NO. 2017-034

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE AND PURCHASING DIRECTOR TO SELL UP TO FOUR USED FORD CROWN VICTORIA POLICE VEHICLES TO THE TOWN OF QUARTZSITE

WHEREAS the Marana Police Department (MPD) has up to four used Ford Crown Victoria patrol units that are no longer needed by the MPD as a result of the current year vehicle replacement cycle; and

WHEREAS the Town of Quartzsite has contacted the MPD regarding the availability of the used vehicles, indicating that they are in significant need of vehicles to replace older units, but budgetary challenges are preventing them from acquiring new vehicles; and

WHEREAS considering Quartzsite's position, combined with the beneficial value of assisting another police department in need, staff seeks to sell up to four of the used MPD vehicles to Quartzsite for the amount of $1,200 per vehicle, which is the average amount the Town receives when the vehicles are auctioned; and

WHEREAS the Town Council finds that the sale of the used vehicles to the Town of Quartzsite is in the best interests of the community.

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

SECTION 1. The Finance and Purchasing Director is hereby authorized to sell up to four used Ford Crown Victoria police vehicles to the Town of Quartzsite for the amount of $1,200 per vehicle.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney