MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 3, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, 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 August 3, 2021, at or after 6:00 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 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

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

Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

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

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

Agendas
Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at (520) 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

P1 Proclamation recognizing August 2021 as, "Child Support Awareness Month" (Cherry L. Lawson)

P2 Proclamation recognizing August 2021 as, "Drowning Impact Awareness Month" (Cherry L. Lawson)

P3 Proclamation recognizing August 7, 2021, as "National Purple Heart Day" (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2021-102: Relating to Development; approving a final plat for Cortaro Ranch Phase II Lots 6A and 6B located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)

C2 Resolution No. 2021-103: Relating to Development; approving a Release of Assurances for The Preserve at Twin Peaks subdivision and accepting public improvements for maintenance (Jason Angell)

C3 Resolution No. 2021-104: Relating to Development; approving a final plat for Gladden Farms Block 33 Lots 1-119 & Common Areas "A-1"-"A-4" & "B-1"-"B-4", located generally on the north side of West Mike Etter Boulevard and south of West Moore Road (Anita McNamara)

C4 Resolution No. 2021-105: Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Yiannis Kalaitzidis)

C5 Resolution 2021-106: Relating to Utilities; approving and authorizing the Town Manager to sign Amendment No. 1 to Contract No. 2020-3123 with the Arizona Department of Water Resources to amend the schedule of deliverables over the three-year contract term (Amanda Jones)

C6 Resolution No. 2021-107: Relating to Marana Regional Airport; approving and authorizing the Town Manager to sign the "FAA Airport Improvement Program (AIP) Grant Agreement," FY2021 AIP Grant Number 3-04-0058-024-2021, with the Federal Aviation Administration for funding in an amount not to exceed $192,368 for the Air Traffic Control Tower project (Kristin Taft)

C7 Resolution No. 2021-108: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-21-2930 (Kristin Taft)

C8 Resolution No. 2021-109: Relating to Administration; authorizing the transfer of ownership of a 2011 Ford Crown Victoria to the City of Nogales (Jane Fairall)

C9 Resolution No. 2021-110: Relating to Personnel; approving and adopting amendments to the Town's Personnel Polices and Procedures, revising Chapter 6 - Performance Management and Employee Development by amending section 6-2-5 (A) "Criteria for Approval" (Curry C. Hale)

C10 Approval of the Regular Council Meeting Summary Minutes of June 15, 2021, the Special Council Meeting Summary Minutes of June 15, 2021, and the June 22, 2021 Council Study Session Meeting Summary Minutes (Cherry L. Lawson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2945, located at 12030 North Dove Mountain Boulevard, Marana, Arizona 85658 (Cherry L. Lawson)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2985, located at 7810 North Silverbell Road, Tucson, Arizona 85743 (Cherry L. Lawson)

L3 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2992, located at 4180 West Ina Road, Tucson, Arizona 85741 (Cherry L. Lawson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.011: Relating to Development, approving a rezoning of approximately 38 acres of land located east of Twin Peaks Road, south of Tangerine Road, and west of Camino de Manana from R-36 (Residential) to R-7 (Residential) (Brian D. Varney)

A2 PUBLIC HEARING: Resolution No. 2021-111: Relating to Utilities; designating the Lon Adams Sewer a protected facility and adopting the Lon Adams Sewer protected facility charges (David L. Udall)

A3 PUBLIC HEARING: Ordinance No. 2021.012: Relating to Development; approving a modification of a rezoning condition of Marana Ordinance No. 2011.19, which created the Rancho Palomitas Specific Plan, to allow the developer to contribute funding to the Town for design and construction of turn lanes on Tangerine Road in lieu of the developer designing and constructing the turn lanes (Jane Fairall)

A4 Resolution No. 2021-112: Relating to Marana Regional Airport; approving and authorizing the Mayor to execute the Second Amendment to First Amended FBO Lease Agreement with Pima Aviation, Inc. for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

A5 Resolution No. 2021-113: Relating to Elections; prescribing standards of financial disclosure for local elected officials as required by A.R.S. § 38-545; and rescinding Marana Resolution No. 77-2 (David Udall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2021-114: Relating to Municipal Court, reappointing Laine McDonald as Marana Town Magistrate for a two-year term beginning October 1, 2021; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald (Jane Fairall)

D2 Resolution No. 2021-115: Relating to Municipal Court; ratifying the temporary appointment and approving the appointment of Michael Pollard, approving the appointment of David Deibel, and approving the reappointment of Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

D3 Resolution No. 2021-116: Relating to Municipal Court; approving the appointment of Ramona Silence and the reappointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for the Marana Municipal Court (Laine McDonald)

D4 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's Marana Current and Proposed Projects internet site (Jason Angell)

D5 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 (Terry Rozema)

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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss the employment of Town Magistrate Laine McDonald, including discussion of the terms of the Town Magistrate's Employment Agreement.

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: 08/03/2021

From: Cherry L. Lawson, Town Clerk

Date: August 3, 2021

Subject: Proclamation recognizing August 2021 as, "Child Support Awareness Month" (Cherry L. Lawson)

Attachments

Proclamation recognizing August 2021 as Child Support Awareness Month

PROCLAMATION
Recognizing August 2021 as, "Child Support Awareness Month"

WHEREAS, the Town of Marana joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

WHEREAS, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

WHEREAS, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

WHEREAS, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

WHEREAS, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

WHEREAS, Child Support Awareness Month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

NOW THEREFORE, the Mayor and Marana Town Council, do hereby recognize the month of August 2021 as

"CHILD SUPPORT AWARENESS MONTH"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Marana, Arizona to be affixed this 3rd of August 2021.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **P2**

Meeting Date: 08/03/2021

From: Cherry L. Lawson, Town Clerk

Date: August 3, 2021

Subject: Proclamation recognizing August 2021 as, "Drowning Impact Awareness Month" (Cherry L. Lawson)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Declaring August 2021 as "Drowning Impact Awareness Month"

WHEREAS, Arizona's future prosperity depends upon the long-term health, safety, and well-being of the nearly two million children and teens in our state; and

WHEREAS, drowning is a top cause of injury and death for children and teens in Arizona, affecting not only the victims, but also families, emergency personnel, and our society as a whole; and

WHEREAS, child drownings are nearly 100 percent preventable; and

WHEREAS, research-proven strategies that can save lives, including constant and capable supervision, restricting access to water, using life jackets, swimming lessons for adults and children at the appropriate age, and rapid emergency response, including CPR; and

WHEREAS, awareness of the problem is just the first step; evidence-based programs to bring these strategies to families is the best way to save lives; and

WHEREAS, during the month of August, the Drowning Prevention Coalition of Arizona, in collaboration with state and local governments, community organizations, and private citizens, will be engaging communities throughout Arizona in a coordinated and comprehensive response.

NOW, THEREFORE, Mayor and the Marana Town Council do hereby declare August 2021 as "**Drowning Impact Awareness Month**," and urge all communities and citizens of Arizona to participate in efforts to reduce drowning risk, strengthen families, and protect children and teens.

Given under my hand in these free United States in the State of Arizona, on the 3rd day of August 2021, and to which I have caused the Seal of the Town of Marana, to be affixed and have made this proclamation public.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **P3**

Meeting Date: 08/03/2021

From: Cherry L. Lawson, Town Clerk

Date: August 3, 2021

Subject: Proclamation recognizing August 7, 2021, as “National Purple Heart Day” (Cherry L. Lawson)

Attachments

Proclamation recognizing August 7, 2021 as, "National Purple Heart Day"

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
AUGUST 7, 2021

"NATIONAL PURPLE HEART DAY"

WHEREAS, **Purple Heart Day** is an observance that commemorates the creation of the *Purple Heart Medal in 1782*. August 7 is recognized as **National Purple Heart Day**, a day dedicated to honoring our nations' many military personnel heroes and service members who have made such important sacrifices for our country; and

WHEREAS, the original **Purple Heart** designated as a Badge of Merit, was awarded by *President George Washington* in 1782, as there was a lack of funds in the Continental Army at the time so the award was a way to honor enlisted and deserving people. The honor is presented to soldiers for "any singularly meritorious action." During his years, *President Washington* only gave out three of the badges himself; however, authorized subordinates to issue the badges as they saw fit; and

WHEREAS, the Badge of Merit faded from use, but was revived and relaunched in 1932, as the **Purple Heart.** The relaunched badge honored those wounded in combat, as well as recognized commendable action. It was in 1944 that the policy was tweaked slightly, and the **Purple Heart** was given the purpose we know it for today, specifically to honor those who have been wounded or died; and

WHEREAS, the first service member to be given the modern **Purple Heart** was *General Douglas MacArthur* for his service in the Pacific theater during World War II. In total, there have been 1.8 million **Purple Hearts** awarded over the years; and

WHEREAS, Purple Heart Day was first observed in 2014, and has been observed every year since. It is a chance to reflect on the bravery of those who have fought for the U.S. and to ensure that their courage is never forgotten.

NOW THEREFORE, the Mayor and Marana Town Council do hereby declare August 7, 2021 as **"National Purple Heart Day,"** an encourages the Marana Community to remember and honor the men and women who bravely represented their country and were wounded or killed whilst serving, as well as those injured in other ways or places.

Dated this 7th day of August 2021.

ATTEST:

Cherry L. Lawson, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **C1**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-102: Relating to Development; approving a final plat for Cortaro Ranch Phase II Lots 6A and 6B located north of Cortaro Farms Road and west of Cerius Stravenue (Brian D. Varney)

Discussion:

History and Request
On April 2, 2019, the Town Council approved the final plat for Cortaro Ranch Phase II Lots 1 through 6 and Common Areas 'A' and 'B'. In the latter part of 2019, in order to accommodate the needs of prospective tenants committed to developing within the commercial center, the property owner resubdivided Lots 4 through 6 of the subdivision. The Town Council approved the final plat for Cortaro Ranch Phase II Lots 4 through 6, on January 21, 2020.

The current application by Beck Consulting Engineers, Inc., representing Cortaro Commercial JV, LLC, proposes a new final plat to resubdivide Lot 6 of Cortaro Ranch Phase II, and divide the 5.45 acre lot into two lots, 6A and 6B.

Zoning
The proposed plat is located within a portion of the Cortaro Ranch subdivision zoned Village Commercial (VC).

Land Use
The proposed plat comprises approximately 5.45 acres and proposes two commercial lots, Lot 6A being 2.65 acres and Lot 6B being 2.80 acres. Lot 6A is anticipated to be developed as a Home 2 Suites by Hilton hotel, the development plan for which was recommended for approval by the Planning Commission on August 26, 2020, and

ultimately approved by the Town Council on September 15, 2020.

Access and Traffic Circulation
Access to the subdivision will be provided directly from Cortaro Farms Road, Cerius Stravenue, and by the future Joplin Lane. The Town will require Joplin Lane to be constructed by the property owner along the Cortaro Ranch Phase II frontage under the terms of the recently adopted Second Amendment to Cortaro Ranch Commercial Assurance and Development Agreement approved by the Town Council with the adoption of Resolution No. 2021-046 on April 20, 2021.

Infrastructure and Utilities
The subdivision will be served by Marana Water, Pima County Wastewater, Tucson Electric Power, and Southwest Gas. Fire service will be provided by Northwest Fire District.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of the Marana Town Code and the Marana General Plan. The proposed plat is in substantial conformance with all required development regulations, and staff recommends approval.

Planning Commission Recommendation
On March 31, 2021, the Planning Commission voted to recommend approval of the proposed final plat to the Town Council by a vote of 7-0.

Suggested Motion:

I move to adopt Resolution No. 2021-102, approving the Final Plat for Cortaro Ranch Phase II Lots 6A & 6B.

Attachments

Resolution 2021-102
PRV2103-004 Final Plat
PRV2103-004 CRP2 6A & 6B_Location Map
PRV2103-004 CRP2 6A & 6B App

MARANA RESOLUTION NO. 2021-102

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR CORTARO RANCH PHASE II LOTS 6A AND 6B LOCATED NORTH OF CORTARO FARMS ROAD AND WEST OF CERIUS STRAVENUE

WHEREAS, on September 17, 1996, the Marana Town Council adopted Resolution No. 96-81, approving a final plat for Cortaro Ranch Lots 1-297 and Common Area "A" located north of Cortaro Farms Road and west of Hartman Lane; and

WHEREAS, on April 3, 2018, the Marana Town Council adopted Resolution No. 2018-028, approving a final plat for Cortaro Ranch Lots 293A through 294B; and

WHEREAS, on April 2, 2019, the Marana Town Council adopted Resolution No. 2019-023, approving a final plat for Cortaro Ranch Phase II, Lots 1 through 6 and Common Areas "A" and "B," further subdividing Cortaro Ranch Lots 293A through 294B; and

WHEREAS, on January 21, 2020, the Marana Town Council adopted Resolution No. 2020-005, approving a final plat for Cortaro Ranch Phase II Lots 4 through 6, a subdivision of Cortaro Ranch Phase II, Lots 1 through 6; and

WHEREAS Cortaro Commercial JV, LLC has applied for approval a final plat for Cortaro Ranch Phase II Lots 6A and 6B, a further subdivision of Cortaro Ranch Phase II Lots 4 through 6, located north of Cortaro Farms Road and west of Cerius Stravenue; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on August 3, 2021, determined that the Final Plat for Cortaro Ranch Phase II Lots 6A and 6B should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Final Plat for Cortaro Ranch Phase II Lots 6A and 6B is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

GENERAL NOTES

1. GROSS AREA IS 5.45 ACRES OR 237,331 SQ. FT.
2. THE EXISTING ZONING FOR THIS PROJECT IS "VC" (VILLAGE COMMERCIAL) PER MARANA ORDINANCE NO. 95.30 AND MARANA ORDINANCE 2019.006.
3. THE TOTAL NUMBER OF LOTS IS 2.
4. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
5. 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.
6. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
7. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
8. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
9. 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.
10. TOTAL MILES OF NEW PUBLIC OR PRIVATE STREETS IS 0.00.
11. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
12. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. §45-576.
13. BASIS OF BEARINGS IS BASED ON THE EAST-WEST MIDSECTION LINE OF SECTION 26, SAID BEARING BEING N 89°18'13" E.
14. BASIS OF ELEVATIONS. NAVD88 2154.36 PER NGS DATASHEET PID CZ0534, WHICH IS A FOUND ARIZONA HIGHWAY DEPARTMENT BRASS CAP FLUSH STAMPED 2152.78 STA. 297+42.10, SET IN THE TOP OF A BOX CULVERT HEADWALL ALONG THE NORTHBOUND FRONTAGE ROAD OF INTERSTATE 10 NORTH OF CORTARO FARMS ROAD.
15. PRIOR TO RECEIVING A GRADING PERMIT, A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND FEE WILL BE SUBMITTED TO THE TOWN FOR REVIEW.
16. AN ARCHAEOLOGICAL MONITOR WILL BE PRESENT DURING GROUND-DISTURBING ACTIVITIES, PER THE CULTURAL REPORT "RESULTS OF ARCHAEOLOGICAL DATA RECOVERY INVESTIGATIONS AT THE PORTION OF AZ AA: 12:285 (ASM) WITHIN THE OLSSON PARCEL, IN MARANA, PIMA COUNTY, ARIZONA," BY TIERRA RIGHT OF WAY, DATED JANUARY 15, 2016.
17. THIS PLAT IS SUBJECT TO MARANA ORDINANCE 95.30 AND THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060 & AS MODIFIED IN THE SECOND AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON APRIL 20, 2021 AT SEQUENCE 20211131024
18. THE SUBDIVISION IS SUBJECT TO THE FOLLOWING SETBACKS:
    TYPICAL STREET: 30 FEET
    SIDE AND REAR: 20 FEET
    SPECIAL BUFFER ADJACENT TO RESIDENTIAL: 40 FEET
19. MAXIMUM BUILDING HEIGHT:
    50 FEET FOR PRINCIPAL BUILDINGS
    30 FEET FOR ACCESSORY BUILDINGS

ASSURED WATER SUPPLY

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

BY _____ _____
MARANA WATER DIRECTOR DATE

OWNER:

CORTARO COMMERCIAL JV, L.L.C
901 WABASH AVE STE 300
TERRE HAUTE, IN 47807

SITE ADDRESS

5600 W. CORTARO FARMS RD.
MARANA, AZ 85742

FLOOD ZONE DESIGNATION

REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP 04019C1655L DATED JUNE 16, 2011, REVISED TO REFLECT THE LOMR, EFFECTIVE DATE: MARCH 14, 2017, INDICATED THAT PROPOSED LOTS 1 THRU 4 AND A PORTION OF LOT 5 LIES WITHIN ZONE X (SHADED) FLOOD ZONE.

A PORTION OF PROPOSED LOT 6 LIES WITH ZONE AO, AREAS SUBJECT TO INUNDATION BY 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING (USUALLY SHEET FLOW ON SLOPING TERRAIN) WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

A PORTION OF LOT 6 LIES WITH ZONE AH, AREAS SUBJECT TO 1-PERCENT-ANNUAL-CHANCE SHALLOW FLOODING WHERE AVERAGE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET.

I HEREBY CERTIFY THAT THE GEOMETRIC DESIGN AND DELINEATIONS OF THE REGULATORY FLOODPLAIN LIMITS, AS SHOWN, WERE PREPARED UNDER MY SUPERVISION.

_____
JUSTIN R. EVINGER, P.E.
PROFESSIONAL ENGINEER
ARIZONA REGISTRATION NUMBER 47704

ASSURANCE

TO ASSURE COMPLETION OF THE REQUIRED SUBDIVISION IMPROVEMENTS, CASH HAS BEEN DEPOSITED WITH THE TOWN OF MARANA PURSUANT TO ARIZONA REVISED STATUTES SECTION 9-463.01(C)(8), MARANA TOWN CODE SECTION 17-5-5, AND PARAGRAPH 8 OF THE CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON SEPTEMBER 4, 2015 AT SEQUENCE 20152470219, AS MODIFIED BY THE FIRST AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON MAY 4, 2018 AT SEQUENCE 20181240060 & AS MODIFIED IN THE SECOND AMENDMENT TO CORTARO RANCH COMMERCIAL ASSURANCE AND DEVELOPMENT AGREEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE ON APRIL 20, 2021 AT SEQUENCE 20211131024

BY _____ _____
TOWN OF MARANA DATE

RECORDING DATA

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

FEE _____

SEQUENCE NO. _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BECK CONSULTING ENGINEERS, INC., ON THIS ____ DAY OF _____,20___, AT _____ IN SEQUENCE NO. _____ THEREOF.

_____ _____
GABRIELLA CÁZARES-KELLY DATE
PIMA COUNTY RECORDER BY DEPUTY

LIENHOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST RECORDED IN DOCUMENT NO._____, RECORDS OF PIMA COUNTY RECORDER, PIMA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS DAY OF _____, 2021.

BY:_____

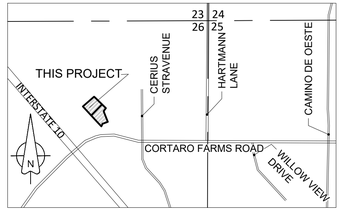
ITS:_____

SURVEY CERTIFICATION

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

REGISTERED LAND SURVEYOR
35113
MICHAEL E. FONDREN
ARIZONA U.S.A.

_____ 05/19/2021
MICHAEL E. FONDREN RLS #35113 DATE



LOCATION PLAN

N.T.S
BEING A PORTION OF SECTION 26, T12S, R12E, G&SRB&M, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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 PUBLIC EASEMENTS SHOWN ON THIS PLAT. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC AND PRIVATE UTILITIES. 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, WETHER SURFACE, FLOOD, OR RAINFALL. NATURAL DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE TOWN OF MARANA.

CORTARO COMMERCIAL JV, LLC.

BY: _____ _____
DATE

STATE OF INDIANA)
) SS
COUNTY OF VIGO)

ON THIS _____DAY OF _____, 2021, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED, _____, WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED REPRESENTATIVE OF CORTARO COMMERCIAL JV, LLC, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR AND ON BEHALF OF THE L.L.C.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVAL

BY _____P.E. _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

BY _____ _____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE

BY _____ _____
PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DATE

TOWN CLERK CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE

_____ DAY OF _____, 20 _____.

BY _____ _____
CLERK OF THE TOWN OF MARANA DATE

FINAL PLAT FOR CORTARO RANCH PHASE II LOTS 6A & 6B

BEING A RESUBDIVISION OF LOT 6 OF CORTARO RANCH PHASE II LOTS 4 THROUGH 6 AS RECORDED IN SEQUENCE NUMBER 2020-0380096, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
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#PRV2103-004
REF.:#PC71812-001
DPR2008-001
PRV1811-001
PRV1909-005

SHEET 1 OF 2

JOB NO.: 09003088

SEQUENCE NUMBER _____

SEQUENCE NUMBER _____

TRACT A
SEQ# 2020-0620815, PCR

ZONE AO
ZONE AH

33' RIGHT-OF-WAY
SEQ# 2019-1020080 PCR

N47° 15' 23"E
346.77'

S42° 44' 37"E
196.27'

"EXCLUDED"
CORTARO RANCH LOTS
1-297 AND C.A. "A"
BOOK 51, PAGE 6, PCR
ZONING: R-8

CORTARO CROSSING DRIVE
(22.5' PUBLIC RIGHT-OF-WAY)
BOOK 51, PAGE 6, PCR

S45° 41' 47"E
135.23'

22.50'

LOT 6A
115,373 SQ. FT. OR 2.648 AC.

162
161
160
159
158
157

S45° 41' 47"E
249.62'

FZ1
FZ2
FZ3
FZ4
FZ5
FZ6

EXISTING
SEWER EASEMENT
SEQ# 2019-1020080 PCR

JOPLIN LANE
SEQ. NO. 2019-1020080 P.C.R.
(PUBLIC)

N42° 44' 37"W
331.39'

EXISTING 20' PUBLIC UTILITY
EASEMENT & PUBLIC
SEWER EASEMENT,
BOOK 51 OF MAPS,
PAGE 6, P.C.R.

S47° 14' 41"W 353.73'
N47° 14' 41"E 353.73'

LOT 6B
121,958 SQ. FT. OR 2.799 AC.

BOOK 51 OF MAPS, PAGE 6 PCR

20' PUE

65.23'

S38° 15' 13"W

ZONE AO
ZONE X

EXISTING
WATER EASEMENT
SEQ# 2019-1020080 P.C.R.

APN: 221-18-7400
SEQ# 2020-00380096 P.C.R.

N0° 41' 47"W
220.06'

EXISTING 30' PUBLIC UTILITY EASMENT
& PUBLIC SEWER EASEMENT
BOOK 51 OF MAPS, PAGE 6 PCR

N42° 44' 37"W 675.46'

JOPLIN LANE
SEQ. NO. 2019-1020080 P.C.R.
(PUBLIC)

N42° 44' 37"W
344.07'

SIGHT VISIBILITY
TRIANGLE PER
SEQ# 2021-0040946, P.C.R.

112.42'
S88°51'47"W

N88° 51' 47"E, 270.97'

158.55'

70.72'
S50° 37' 13"W

CROSS ACCESS EASEMENT
PER SEQ# 2021-0040946, P.C.R.

LOT 1A
SEQ# 2021-0040946 P.C.R.

N0° 41' 47"W
439.35'

SIGHT VISIBILITY
TRIANGLE PER
SEQ# 2021-0040946, P.C.R.

LOT 2A
SEQ# 2021-0040946 P.C.R.

158.92'
2460.01'
N89° 18' 13"E 2618.93'
(BASIS OF BEARING)

FOUND SCRIBED "X"
CENTER OF SECTION 26,
TOWNSHIP 12 SOUTH, RANGE 12 EAST
"POINT OF COMMENCEMENT"

FOUND BRASS CAP FLUSH
EAST QUARTER CORNER, SECTION 26,
TOWNSHIP 12 SOUTH, RANGE 12 EAST

LINE TABLE		
LINE	LENGTH	BEARING
FZ1	105.70	N47° 15' 23"E
FZ2	79.61	S11° 45' 49"E
FZ3	103.70	S8° 55' 53"E
FZ4	10.14	S1° 02' 03"W
FZ5	256.13	N45° 41' 47"W
FZ6	355.66	S40° 47' 40"W

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

RLF SURVEYING SERVICES, INC. ARIZONA
35113
MICHAEL E. FONDREN
REGISTERED LAND SURVEYOR

LEGEND

P.C.R.	PIMA COUNTY RECORDER		FOUND BRASS CAP IN HAND HOLE
P.U.E.	PUBLIC UTILITY EASEMENT		FOUND BRASS CAP FLUSH
D/W	DRIVEWAY		FOUND SCRIBED X
FZ	FLOOD ZONE LINE		SET REBAR WITH CAP RLS#44007
	BREAKLINE		SET PK NAIL WITH WASHER RLS#44007
			SECTION LINE
			BOUNDARY LINE
			ADJACENT BOUNDARY LINE
			INGRESS/EGRESS EASEMENT LINE
			WATER EASEMENT LINE
			SEWER EASEMENT LINE
			TIE LINE

FINAL PLAT FOR
CORTARO RANCH PHASE II LOTS 6A & 6B

BEING A RESUBDIVISION OF LOT 6 OF CORTARO RANCH PHASE II LOTS 4 THROUGH 6 AS RECORDED IN SEQUENCE NUMBER 2020-0380096, LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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PRV2103-004

REF.:#PCZ1812-001
DPR2008-001
PRV1811-001
PRV1909-005

SHEET
2 OF 2

JOB NO.: 09003088

Town of Marana Planning

PRV2103-004 Cortaro Ranch Phase II Lots 6A & 6B

Location Map





Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

Notes

PRV2103-004 Cortaro Ranch Phase II Lots 6A & 6B

Location Map

0.1 0 0.07 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

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: Lot 6 Final Plat	
Description of Project: split Lot 6 into two (2) lots	Number of Lots: 1
Parcel No.(s): 221-187-410	Gross Area (Acres): 5.5
Project Address: NEC of Joplin Ln. and Cortaro Farms Rd.	
Ref. Project No.: 154004.3	

CONTACT INFORMATION

Owner: Cortaro Commercial JV LLC	Contact Name: Andrew Call		
Address: 901 Wabash Ave, Ste. 300	City: Terre Haute	State: IN	Zip: 47807
Email: acall@thompsonthrift.com	Phone No.: (602) 313-8633		
Applicant: Cortaro Commercial JV LLC	Contact Name: Andrew Call		
Address: 2398 E Camelback Rd., Ste. 210	City: Phoenix	State: AZ	Zip: 85016
Email: acall@thompsonthrift.com	Phone No.: (602) 313-8633		
Consultant/Engineer: Beck Consulting Engineers, Inc.	Contact Name: Justin Evinger		
Address: 2942 N. 24th Street, Ste. 114	City: Phoenix	State: AZ	Zip: 85016
Email: justin.evinger@beckcon.com	Phone No.: (602) 810-2975		

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.)

Andrew Call		3/11/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV2103-004 **Date Received** 3/11/2021

☐ 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): Title Report
☐ SWPP	☐ Native Plant Plan	☐ Native Plant Exception	☐ Other:

☐ Improvement Plan (Type):

Revision Date 1/26/2017

Council-Regular Meeting **C2**

Meeting Date: 08/03/2021

To: Mayor and Council

Submitted For: Jason Angell, Development Services Director

From: Gus Myers, Development Engineering Manager

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-103: Relating to Development; approving a Release of Assurances for The Preserve at Twin Peaks subdivision and accepting public improvements for maintenance (Jason Angell)

Discussion:

The Preserve at Twin Peaks consists of Lots 1 through 190, a 100 acre subdivision located East of Twin Peaks Road and south of Camino de Manana. The final plat for this subdivision was recorded at the Pima County Recorder's Office at Sequence Number 20200660138.

The Town has an assurance agreement assuring the completion of improvements needed to serve the subdivision. The subdivider has completed the improvements serving The Preserve at Twin Peaks acceptable to Town Standards in accordance with the assurance agreement, including public infrastructure, which consists of a potable water system.

If adopted, this resolution will release the Preserve at Twin Peaks subdivision assurances and accept the potable water system serving the subdivision for maintenance. The roadways serving the subdivision are private and the public sanitary sewer conveyance system serving the subdivision is being dedicated to and accepted by Pima County Regional Wastewater Reclamation District.

Staff Recommendation:

Staff recommends adoption of Resolution 2021-103 approving a release of assurances for The Preserve at Twin Peaks and accepting the potable water system for maintenance.

Suggested Motion:

I move to adopt Resolution No. 2021-103, approving the release of assurances for The Preserve at Twin Peaks, and accepting the public water system for maintenance.

Attachments

Resolution 2021-103

Location Map

MARANA RESOLUTION NO. 2021-103

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF ASSURANCES FOR THE PRESERVE AT TWIN PEAKS SUBDIVISION AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS the final plat for The Preserve at Twin Peaks Lots 1 thru 190 and Common Area "A" (Private Streets), Common Areas "B1"–"B5" (Natural Open Space, Drainage, Landscape, Pedestrian, Public Sewer and Utilities), & Common Areas "C1", "C2" (Active Open Spaces) was recorded in the Pima County Recorder's Office on March 6, 2020, at Sequence Number 20200660138; and

WHEREAS the Town has a third party trust assurance agreement (the "Assurance Agreement") with Lennar Arizona, Inc. (the "Subdivider") and Title Security Agency LLC, under Trust No. 201832-S, recorded in the Pima County Recorder's Office on March 6, 2020, at sequence 20200660161, assuring the completion of public improvements for The Preserve at Twin Peaks; and

WHEREAS the Subdivider has completed the public improvements for The Preserve at Twin Peaks acceptable to Town standards in accordance with the Assurance Agreement.

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

SECTION 1. The Assurance Agreement is hereby released.

SECTION 2. The Town accepts for maintenance the on-site potable water system serving The Preserve at Twin Peaks, consisting of approximately 9,810 linear feet of potable water line, appurtenances, valves, and fire hydrants with an estimated value of $846,030.

SECTION 3. The Town accepts for maintenance the off-site potable water system serving The Preserve at Twin Peaks, consisting of approximately 2,410 linear feet of potable water line, appurtenances, valves, and fire hydrants with an estimated value of $328,577.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

THE PRESERVE AT TWIN PEAKS

WATER PLANS

LOTS 1 THRU 190 AND COMMON AREAS "A" THROUGH "D"
(ALL STREETS ARE PRIVATE)
ENG1905-007

GENERAL NOTES

1. ALL PVC PIPE INSTALLED FOR THIS PROJECT SHALL BE CLASS C-900, UNLESS OTHERWISE SPECIFIED.
2. WATER SERVICE WILL BE PROVIDED AS SHOWN ON THIS PLAN. ANY CHANGES TO PARCEL CONFIGURATION MAY NECESSITATE ADDITIONAL REQUIREMENTS.
3. SEPARATE METERS WILL BE REQUIRED FOR IRRIGATION SYSTEMS. DOMESTIC AND IRRIGATION SERVICE SHOULD NOT BE INTERCONNECTED.
4. ALL FITTINGS SHALL BE RESTRAINED PER TUCSON WATER STANDARD DETAIL 600.
5. CONTRACTOR WILL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
6. INDIVIDUAL DEVELOPMENT PLANS ARE TO INCLUDE WATER CONNECTION TO ADJACENT BLOCKS TO PROVIDE FOR SYSTEM LOOPING.
7. GATED COMMUNITIES MUST PROVIDE MEANS TO AVOID DELAY OF EMERGENCY RESPONDERS.
8. APPROPRIATE SEPARATION SHALL BE KEPT AT ALL TIMES BETWEEN THE SEWER LINE AND THE NON-POTABLE AND POTABLE PRESSURE LINES. SEE TUCSON WATER STANDARDS 106 AND 107.
9. ALL DUCTILE, STEEL, AND CAST IRON ARE TO BE WRAPPED WITH POLYETHYLENE. THIS INCLUDES ALL FITTINGS, VALVES, AND SADDLES.
10. THE FIRE FLOW REQUIRED FOR THIS PROJECT IS 1,000 G.P.M FOR 2 HOURS.
11. ARVS ARE TO BE LOCATED AT ALL LOCALIZED HIGH POINTS IN THE WATER MAIN. ADDITIONAL ARVS MAY BE REQUIRED AS DETERMINED BY THE MARANA WATER INSPECTOR DURING CONSTRUCTION.
12. A REPORT OF SOILS INVESTIGATION INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY WRIGHT ENGINEERING, PROJECT NO: 170594-001 DATED: APRIL 20, 2017. EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT.
13. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE MARANA TOWN ENGINEER PRIOR TO CONSTRUCTION.
14. ALL WORK SHALL CONFORM TO TITLE 19, STANDARDS FOR GRADING AND RELATED SITE WORK, OF THE TOWN OF MARANA LAND DEVELOPMENT CODE.
15. ALL AGGREGATE BASE COURSE SHALL CONFORM TO SECTION 303 OF THE PIMA COUNTY CITY OF PAG STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (PAG SSPI) LATEST EDITION.
16. COMPACTION IN ALL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99/ASTM D698A UNLESS OTHERWISE SPECIFIED. THOSE AREAS TO RECEIVE FILL SHALL BE SCARIFIED TO A DEPTH OF EIGHT (8) INCHES AND BROUGHT TO PROPER MOISTURE CONTENT AND COMPACTED TO THE ABOVE DENSITY. THE SOURCE OF FILL MATERIAL SHALL BE APPROVED BY THE OWNER PRIOR TO PLACEMENT. ALL TESTING SHALL BE DONE AT THE OWNER'S EXPENSE.
17. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED IN THE COURSE OF CONSTRUCTION. ALL REPAIR OR CLEANUP SHALL BE DONE AT NO COST TO THE TOWN OF MARANA.
19. ALL WALLS SHALL BE CONSTRUCTED OF OR PAINTED WITH GRAFFITI RESISTANT MATERIALS.
20. ALL SLOPES STEEPER THAN 3:1 WILL BE PROTECTED WITH 6" DIAMETER (MINIMUM) ROCK RIP-RAP OR CONCRETE BANK PROTECTION.
21. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FULLY COMPLY WITH THE ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT IN ACCORDANCE WITH THE STORMWATER POLLUTION PREVENTION PLAN SUBMITTED FOR THIS PROJECT.
22. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE REPATRIATION COORDINATOR OF THE ARIZONA STATE MUSEUM SHALL BE IMMEDIATELY CONTACTED AT (520) 621-4795. PURSUANT TO A.R.S. 41-865.
23. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.
24. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT OF WAY PERMIT AT THEIR COST AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT OF WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY.
25. THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT OF WAY.
26. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION IN PIMA ASSOCIATION OF GOVERNMENTS (PAG) STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
27. DEVELOPER WILL COVENANT TO HOLD THE TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
28. DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
29. TRACER WIRE IS REQUIRED FOR ALL SLEEVES WITHIN THE RIGHT OF WAY.
30. THE BASIS OF BEARING: THE WEST LINE OF THE S.W. 1/4 OF SECTION 12, T-12-S, R-12-E, G.S.R.M. SAID BEARING BEING: S02°02'18"E.
31. BASIS OF ELEVATION: BEING A 2-3/4" BCSM IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS AND BLUE BONNET. SAID ELEVATION BEING: 2386.61 FEET (NAVD 88)

POTABLE WATER PROVIDER

MARANA WATER
5100 WEST INA ROAD
MARANA, AZ 85743
PHONE: (520) 382-2570

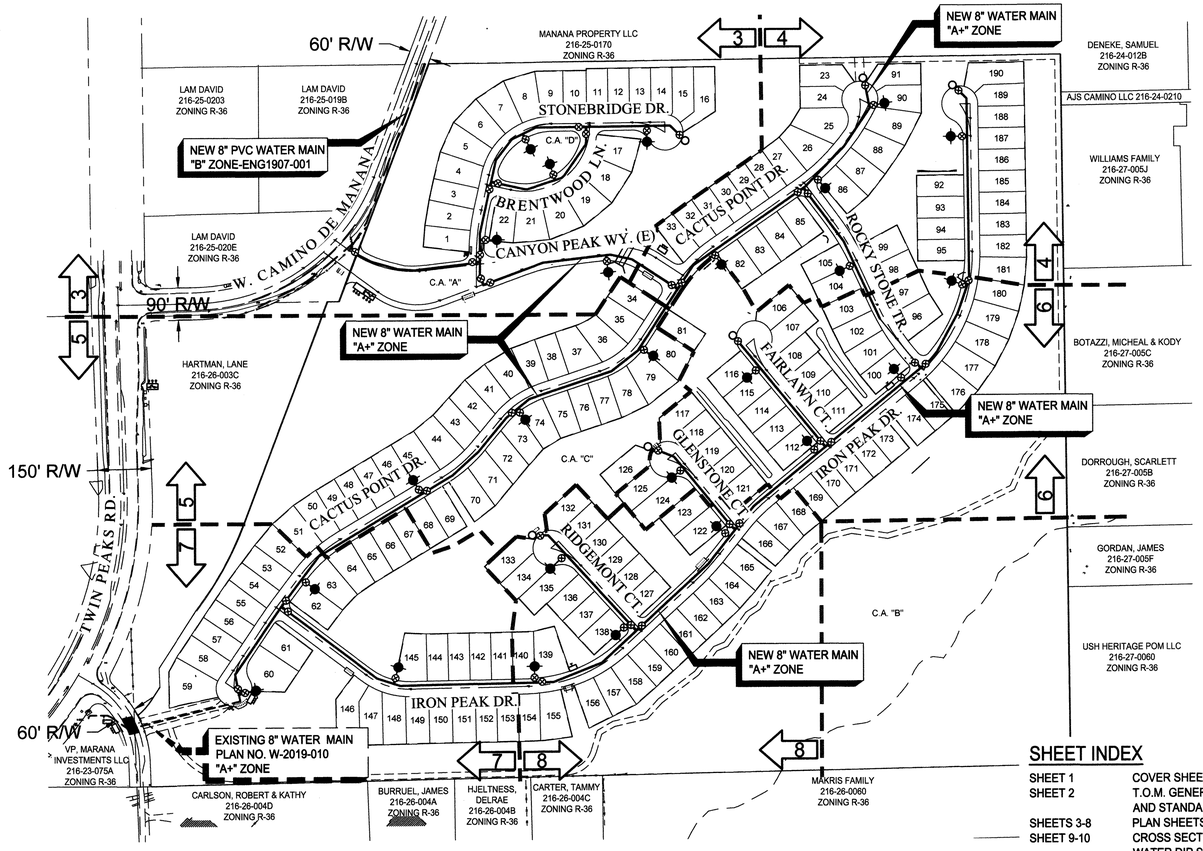
APPROVALS

Stephen E. Dean, WATER DEPUTY DIRECTOR — 02/26/2020
MARANA WATER DIRECTOR, P.E. FOR SCOTT SCHLADWEILER — DATE

25FEB2020
TOWN OF MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER, P.E. — DATE

26FEB2020
GOLDER RANCH FIRE DISTRICT — DATE

AICP 2-26-2020
TOWN OF MARANA PLANNING DIRECTOR — DATE



PROJECT LAYOUT

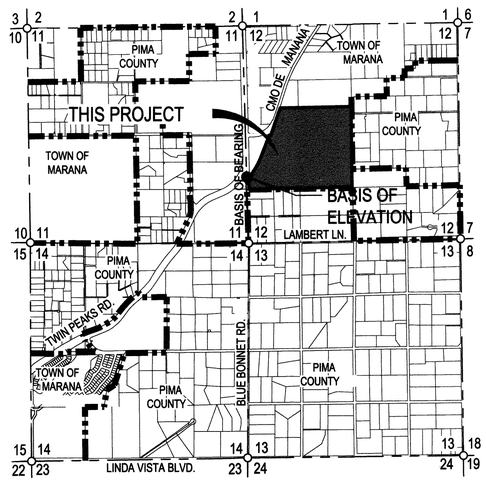
SCALE: 1"=200'

200 0 200 400

PUBLIC WATER QUANTITES			
ITEM	DESCRIPTION	QTY	UNITS
1	6" D.I.P. CL350	489..00	LF
2	8" D.I.P. CL350	553.72	LF
3	8" P.V.C.	8906.54	LF
4	6" VALVE, B&C	25	EA
5	8" VALVE, B&C	28	EA
6	1" WATER SERVICE	190	EA
7	6" F.H. ASSEMBLY	25	EA
8	1" A.R.V.	8	EA
10	1" D.V.A.	6	EA

BASIS OF BEARING: THE WEST LINE OF THE S.W. 1/4 OF SECTION 12, T-12-S, R-12-E., G.S.R.M. TOWN OF MARANA, PIMA COUNTY, ARIZONA SAID BEARING BEING: S02°02'18"E.

BASIS OF ELEVATION: BEING A 2-3/4" BCSM IN CONCRETE "T.O.M. RLS 19316", 48' EAST OF THE INTERSECTION OF TWIN PEAKS & BLUE BONNET. SAID ELEVATION BEING: 2386.61 FEET (NAVD 88)



LOCATION PLAN

A PORTION OF SECTION 12, T. 12 S., R. 12 E., G&S.R.M., PIMA COUNTY, ARIZONA
SCALE 3"=1 MILE

LEGEND

- NEW SURVEY MONUMENT
- PROJECT BOUNDARY
- SECTION LINE
- UTILITY EASEMENT LINE
- NEW RIGHT OF WAY LINE
- NEW 2' WEDGE TYPE CURB
- NEW VERTICAL CURB
- NEW CONC. SIDEWALK
- NEW WHEELCHAIR RAMP PER TOWN OF MARANA STANDARDS
- DIRECTION OF FLOW
- DETAIL NUMBER
- SHEET NUMBER
- SHEET INDEX SHEET INDICATOR
- CA "A" — COMMON AREA "A"
- NEW STORM LINE AND MANHOLE
- 8" S — NEW SEWER LINE AND MANHOLE
- EX 8" S — EXISTING SEWER & MANHOLE W/SIZE
- 8" NP — NEW NON-POTABLE WATER LINE (PER SEPARATE PLAN)
- 8" W — NEW WATER LINE AND VALVE
- 8" W — VERTICAL REALIGNMENT OF WATER LINE
- NEW 6" FIRE HYDRANT
- W — NEW 1" SINGLE POTABLE WATER SERVICE
- DVA SHT. 2, DTL. 4
- C.O. — NEW SEWER LATERAL
- TRICO TRANSFORMER
- TRICO PEDESTAL
- (RESIDENTIAL) — EXISTING/PROPOSED LAND USE (SEE THIS SHEET)
- D.I.P. REQUIRED
- S — SAMPLING STATION PER T.O.M.M.W.D.
- A — AIR RELEASE/VACUUM VALVE (POTABLE WATER)

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2	T.O.M. GENERAL NOTES AND STANDARD DETAILS
SHEETS 3-8	PLAN SHEETS
SHEET 9-10	CROSS SECTIONS AND WATER DIP SECTION SHEETS

OWNER

LENNAR COMMUNITIES DEVELOPMENT, INC.
3275 WEST INA ROAD, SUITE 275
TUCSON, ARIZONA 85741
PHONE NUMBER: (520) 747-0997
FAX NUMBER: (520) 747-0989

DEVELOPER

LENNAR COMMUNITIES DEVELOPMENT, INC.
3275 WEST INA ROAD, SUITE 275
TUCSON, ARIZONA 85741
PHONE NUMBER: (520) 747-0997
FAX NUMBER: (520) 747-0989

CIVIL ENGINEER

THE WLB GROUP, INC.
4444 E. BROADWAY BOULEVARD
TUCSON, AZ 85711
PHONE: (520) 881-7480
ATTN: DAVID LITTLE
DLITTLE@WLBGROUP.COM

ENGINEER'S STANDARD DETAILS DISCLAIMER:

TO COMPLY WITH THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION'S SUBSTANTIVE POLICY STATEMENT REGARDING SEALING OF STANDARD DETAIL, THE STANDARD DETAILS USED IN THE DESIGN OF THIS PROJECT HAVE BEEN FORMALLY ADOPTED BY THE AGENCIES THAT PREPARE THEM. IN VIEW OF THEIR LONG HISTORY OF USE, APPLICABILITY, AND/OR SOUNDNESS, THE ENGINEER ACCEPTS THEIR USE FOR THIS PROJECT AND FINDS NO NEED FOR ALTERATION OF THE DETAILS UNLESS NOTED/CLARIFIED OTHERWISE IN THESE PLANS.

EXHIBIT A

THE SEAL OF PIMA COUNTY ARIZONA
P20PW00028
W-2019-012
Approved 03/10/2020

The WLB Group INC. WLB
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

Project: THE PRESERVE AT TWIN PEAKS / LOTS 1-190 AND COMMON AREAS "A" THROUGH "C" / ENG1905-007

Sheet Title: WATER PLANS / COVER SHEET

Revisions: No. Date Item

Scale	AS NOTED
Job #	112026-L-001-0800
Date	02-17-20
Drawn By	SH/VF
Checked By	KJM

Registered Professional Engineer CERTIFICATE NO. 36234 DAVID W. LITTLE Date Signed 02/17/20 ARIZONA U.S.A.

Sheet 1 Of 10

Q:\112026\L001 - Lennar Homes\07 IPs\08 Water\112026L001-WTR01.dwg February 17, 2020

Council-Regular Meeting **C3**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Anita McNamara, AICP, Long-Range Planner

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-104: Relating to Development; approving a final plat for Gladden Farms Block 33 Lots 1-119 & Common Areas "A-1"-"A-4" & "B-1"-"B-4", located generally on the north side of West Mike Etter Boulevard and south of West Moore Road (Anita McNamara)

Discussion:

Request
Rick Engineering, on behalf of Gladden Phase II, LLC, is requesting the approval of a final plat consisting of 119 residential lots and common areas "A-1" - "A-4" & "B-1" - "B-4" on approximately 28.38 acres within the Gladden Farms II development.

Location
The subdivision will be located within Block 33 of the Gladden Farms Blocks 26-43 block plat (Book 62, Page 64) on the north side of West Mike Etter Boulevard, south of West Moore Road.

Zoning
The zoning for Block 33 is F - Specific Plan (Gladden Farms II) with a land use designation of Single Family Detached (SFD-6). The SFD-6 land use permits single-family detached homes with a minimum lot size of 6,000 square feet. The proposed minimum lot size is 6,012 square feet. The proposed maximum lot size is 10,558 square feet. The proposed average lot size is 6,587 square feet.

Transportation
All streets in Gladden Farms Block 33 will be public. The subdivision will have four entries. The main entry will be from the west via West Mike Etter Boulevard.

Secondary entries will be from Gladden Farms 31 via North Rihl Drive (a 60-foot right-of-way), North Bend Road (a 42-foot right-of-way) and West Chadwick Drive (a 42-foot right-of-way). The typical internal street section is a 42-foot wide public right-of-way.

Park Requirements and Trails
Per the Gladden Farms II Specific Plan, 185 square feet of on-site recreation area per single-family detached residence is required. This subdivision requires a minimum of 22,015 square feet of recreation area. The active recreation area is within Common Area "B-3" located in the central portion of the subdivision and is 69,852 square feet in size.

Preliminary Plat
The preliminary plat for Gladden Farms Block 33, along with Block 31, was approved by Town Council on February 16, 2021, by adoption of Resolution No. 2021-016.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Gladden Farms II Specific Plan, the Town Code and the Marana General Plan. This final plat is in substantial conformance with all required development regulations and staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2021-104, approving a final plat for Gladden Farms Block 33, Lots 1-119 & Common Areas "A-1" - "A-4" & "B-1" - "B-4".

Attachments

Resolution 2021-104
Gladden Farms Block 33 Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2021-104

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR GLADDEN FARMS BLOCK 33 LOTS 1-119 & COMMON AREAS "A-1"-"A-4" & "B-1"-"B-4", LOCATED GENERALLY ON THE NORTH SIDE OF WEST MIKE ETTER BOULEVARD AND SOUTH OF WEST MOORE ROAD

WHEREAS, on March 7, 2006, the Mayor and Town Council adopted Ordinance No. 2006.03, approving a rezoning to create the Gladden Farms II Specific Plan; and

WHEREAS, on December 19, 2006, the Mayor and Town Council adopted Ordinance No. 2006.35, approving the first amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on May 16, 2007, the Mayor and Town Council adopted Resolution No. 2007-75, approving the final block plat for Gladden Farms Blocks 26 - 43, recorded in the Office of the Pima County Recorder at Book 62, Page 64; and

WHEREAS, on March 6, 2018, the Mayor and Town Council adopted Ordinance No. 2018. 006, approving the second amendment to the Gladden Farms II Specific Plan; and

WHEREAS, on February 16, 2021, the Mayor and Town Council adopted Resolution No. 2021-016, approving the preliminary plat for Gladden Farms Blocks 31 & 33; and

WHEREAS, Rick Engineering, on behalf of Gladden Phase II, LLC, has applied for approval of a final plat for a 119-lot single-family residential home subdivision within Block 33 of the Gladden Farms Blocks 26 - 43 block plat located generally on the north of West Mike Etter Boulevard and south of West Moore Road; and

WHEREAS the Marana Town Council, at the regularly scheduled meeting on August 3, 2021, determined that the Final Plat for Gladden Farms Block 33 should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the final plat for Gladden Farms Block 33 Lots 1-119 & Common Areas "A-1"-"A-4" & "B-1"-"B-4" is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT IS WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA. SAID LINE MONUMENTED BY A FOUND 1 1/2" ALUM CAP STAMPED "17436" AT THE WEST QUARTER AND A FOUND 1/2" REBAR TAGGED "PCHD3" AT THE SOUTHWEST CORNER OF SAID SECTION. SAID BEARING BEING S00°30'03"E.

GENERAL NOTES

1. THE GROSS AREA OF THIS DEVELOPMENT IS 28.381 ACRES: 1,236,261 SQUARE FEET.

2. THE EXISTING ZONING IS F (SPECIFIC PLAN - GLADDEN FARMS II) PER ORDINANCE NO. 2006.03. THE LAND USE DESIGNATION IS SINGLE FAMILY DETACHED 6 (SFD-6).

3. THE TOTAL NUMBER OF RESIDENTIAL LOTS IS 119. THE DENSITY IS 4.19 RAC.

4. MINIMUM ALLOWABLE LOT SIZE IS 6,000 SQUARE FEET PER THE SFD-6 LAND USE DESIGNATION.

5. MINIMUM LOT SIZE: 6,012 SF.
   MAXIMUM LOT SIZE: 10,558 SF.
   AVERAGE LOT SIZE: 6,587 SF.

6. MAXIMUM BUILDING HEIGHT: 30 FEET

7. MINIMUM SITE SETBACKS:
   FRONT: 10 FEET
   MAY BE REDUCED TO 5 FEET WITH SIDE LOADED GARAGE*
   FRONT PORCH: 5 FEET*
   FRONT-LOADED GARAGE: 20 FEET
   SIDE-LOADED GARAGE: 5 FEET*
   * MAY NOT ENCROACH INTO THE PUBLIC UTILITY EASEMENT, IF REQUIRED.
   SIDE: 0 FEET
   MUST PROVIDE A 3-FOOT ACCESS EASEMENT ON ADJACENT LOT FOR Z-LOT LINES.
   STREET: 10 FEET
   ACCESSORY STRUCTURES: 5 FEET
   REAR: 15 FEET MAY BE REDUCED TO 5 FEET IF FRONT LOADED GARAGE IS RECESSED 10 FEET OR MORE FROM THE FRONT LIVING AREA
   MAY BE REDUCED TO 5 FEET WITH REAR-LOADED GARAGE
   PATIO STRUCTURES: 5 FEET IF OPEN ON 3 SIDES
   ACCESSORY STRUCTURES: 5 FEET

8. PARKING SPACES REQUIRED: 2 OFF SITE SPACES PER UNIT WITHIN A FULLY ENCLOSED GARAGE = 240 SPACES
   PARKING SPACES PROVIDED: (2 PER GARAGE & 2 PER DRIVEWAY) = 480 SPACES

9. THE TYPE AND AREA OF LAND USE IS AS FOLLOWS:
   COMMON AREA "A" (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING) IS 0.41 AC, 17,861 SF
   COMMON AREA "B" (RECREATION, LANDSCAPE, UTILITIES DRAINAGE AND GRADING) IS 5.04 AC, 219,732 SF

10. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.

11. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.

12. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.

13. OBJECTS AND MATERIALS WITHIN THE SIGHT VISIBILITY TRIANGLE EASEMENTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30-INCHES AND 72-INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.

14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

15. TOTAL MILES OF NEW PUBLIC STREET IS 0.87.

16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.

17. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. 45-576.

18. FIRE HYDRANTS AT 500 FOOT MAXIMUM INTERVALS SHALL BE INSTALLED WITHIN PUBLIC STREETS. THE FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MINUTE APPROVED BY NORTHWEST FIRE DISTRICT. ALL HYDRANTS MUST BE INSTALLED AND OPERATIONAL PRIOR TO ARRIVAL OF COMBUSTIBLE CONSTRUCTION MATERIALS ON SITE.

19. POTABLE WATER FOR THIS SUBDIVISION SHALL BE PROVIDED BY THE TOWN OF MARANA WATER UTILITY AND NON-POTABLE WATER SHALL BE PROVIDED BY THE CORTARO-MARANA IRRIGATION DISTRICT.

20. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS IN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHT. AVIGATION EASEMENT AND RELEASE RECORDED AT DOCKET NO. 13063, PAGE 4202.

GENERAL NOTES - CONTINUED

21. PER THE GLADDEN II SPECIFIC PLAN SECTION III.L, OPEN SPACE, RECREATION, PARKS AND TRAILS CONCEPT AND SECTION IV.C.3.d DEVELOPMENT STANDARDS - SFD-6 LAND USE DESIGNATION, THE MINIMUM AREA (IN SQUARE FEET) FOR PRIVATE, COMMON ON-SITE RECREATION AREAS, SHALL BE 185 SQUARE FEET PER SINGLE FAMILY RESIDENCE. THIS PROJECT SHALL REQUIRE 22,015 SQUARE FEET OF DEVELOPED RECREATION AREA. A TOTAL OF 69,852 SQUARE FEET OF DEVELOPED RECREATION AREA IS PROVIDED IN THE BASIN IN COMMON AREA "B-3".

22. INTERIOR PROPERTY CORNERS SHALL BE MONUMENTED AS SOON AS COMPLETION OF THE INFRASTRUCTURE AND IMPROVEMENTS MAKE IT PRACTICAL TO DO SO. IF SUCH MONUMENTS SHOULD DIFFER FROM THE TYPE DESCRIBED ON THE FINAL PLAT, A RECORD OF SURVEY SHALL BE FILED SHOWING THOSE DIFFERENCES. ALL MONUMENTS SET SHALL BE UNDER THE DIRECT SUPERVISION OF THE SURVEYOR OF RECORD. IF FOR ANY REASON THE SURVEYOR OF RECORD IS NOT AVAILABLE TO SUPERVISE THE SETTING OF THE INTERIOR CORNER MONUMENTS, SUBSEQUENT TO THE RECORDING OF THE FINAL PLAT, THE REPLACEMENT SURVEYOR SHALL SET MONUMENTS WITH HIS/HER IDENTIFYING NUMBER AND A RECORD OF SURVEY SHALL BE RECORDED IN ACCORDANCE WITH THE STATE STATUTES.

SEE SHEET 2 FOR ADDITIONAL NOTES

DEDICATION

I, THE UNDERSIGNED, HEREBY WARRANT THAT I AM THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND I CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

I, THE UNDERSIGNED 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 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.

I, THE UNDERSIGNED, OUR SUCCESSORS AND ASSIGNS, DO HEREBY HOLD THE TOWN OF MARANA, ITS EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM 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 MARANA TOWN COUNCIL.

COMMON AREAS AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND INVITEES. COMMON AREAS, BUT NOT PRIVATE DRAINAGEWAYS, ARE GRANTED AS EASEMENTS TO THE TOWN OF MARANA 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 AREAS SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN DOCKET 12103 AT PAGE 11266 AND CONSENT TO ANNEXATION OF ADDITIONAL PARCELS RECORDED IN DOCKET 13150, PAGE 7169 IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS WITHIN THIS SUBDIVISION.

FIDELITY NATIONAL TITLE AGENCY INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,423, AS TRUSTEE ONLY AND NOT OTHERWISE IN ITS CORPORATE CAPACITY.

BY: _____
TRUST OFFICIAL DATE

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

ON THIS ___ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____ WHO ACKNOWLEDGED TO BE THE TRUST OFFICIAL OF FIDELITY NATIONAL TITLE AGENCY INC. TRUST NO. 60,423, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

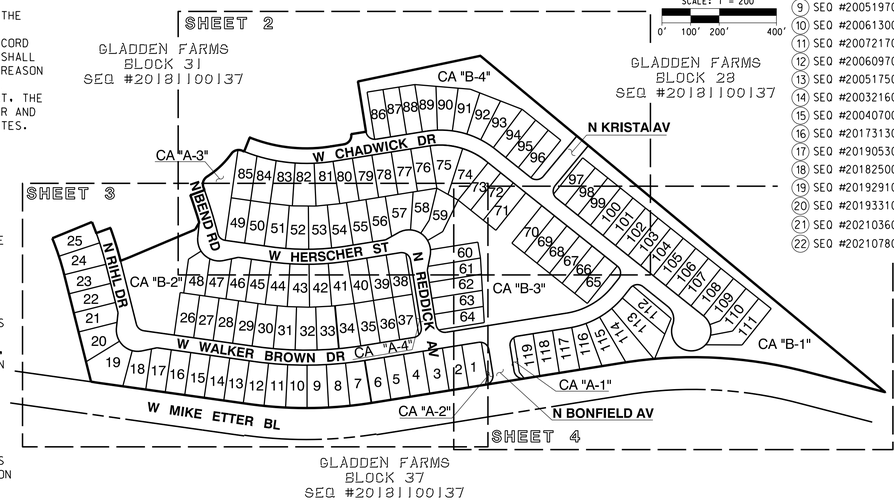
_____
MY COMMISSION EXPIRES

BENEFICIARY

* PURSUANT TO A.R.S. SECTION 33-404(B), THE NAME AND ADDRESS OF THE BENEFICIARIES OF TRUST NO. 60,423, DESCRIBED ABOVE AS DISCLOSED BY THE RECORDS OF SAID TRUST ARE:

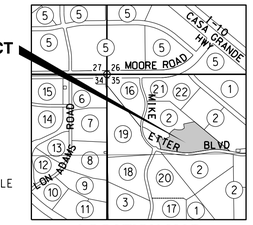
GLADDEN PHASE II, L.L.C., A DELWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 1600
NEW YORK, NY 10019-4801

GLADDEN PHASE II DEV. L.L.C., A DELWARE LIMITED LIABILITY COMPANY
1350 AVENUE OF THE AMERICAS, SUITE 1600
NEW YORK, NY 10019-4801



1. SEQ #20071020612
2. SEQ #20181100137
3. SEQ #20121740308
4. SEQ #20071071340
5. SEQ #20201810353
6. SEQ #20040110791
7. SEQ #20032160454
8. SEQ #20052030148
9. SEQ #20051970423
10. SEQ #20061300698
11. SEQ #20072170310
12. SEQ #20060970432
13. SEQ #20051750608
14. SEQ #20032160452
15. SEQ #20040700645
16. SEQ #20173130070
17. SEQ #20190530029
18. SEQ #20182500081
19. SEQ #20192910094
20. SEQ #20193310053
21. SEQ #20210360143
22. SEQ #20210780195

THIS PROJECT



LOCATION MAP
SECTION 35, T 11 S, R 11 E
G & SRM TOWN OF MARANA
PIMA COUNTY, ARIZONA

SHEET INDEX

1 COVER SHEET
2-4 FINAL PLAT SHEETS

LEGEND

SYMBOL	ITEM
⍋	BOUNDARY MONUMENT NOT SET DUE TO ONGOING CONSTRUCTION
○	FOUND SURVEY MONUMENT, AS NOTED
●	LOT CORNER TO BE SET BY RLS FOLLOWING COMPLETION OF CONSTRUCTION (SEE GENERAL NOTE 22)
⊡	2" BRASS CAP SURVEY MONUMENT TO BE STAMPED BY RLS FOLLOWING COMPLETION CONSTRUCTION
✳	DRIVEWAY ORIENTATION ON LOTS
SVT	SIGHT VISIBILITY TRIANGLE
14 ○ 13	QUARTER SECTION CORNER
23	LOT NUMBER
——— – – ———	EXIST R/W
——— – – ———	SECTION LINE
———————	SUBDIVISION BOUNDARY
———————	LOT LINE
——— – ———	CENTERLINE
– – – – – –	EASEMENT BOUNDARY

ADMINISTRATIVE ADDRESS

10552 WEST MIKE ETTER BOULEVARD, MARANA, ARIZONA 85653

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST FROM FIDELITY NATIONAL TITLE AGENCY, AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUST NO. 60,423, FOR LOTS 1-119 AND ASSOCIATED COMMON AREAS AS RECORDED IN SEQ #2021 _____ 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.

BY: _____
TOWN OF MARANA DATE

RECORDING

SEQ: #2021 _____

FEE: _____

STATE OF ARIZONA)
) SS.
COUNTY OF PIMA)

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF RICK ENGINEERING COMPANY, INC.
DATE _____
TIME _____
WITNESS MY HAND AND OFFICIAL SEAL DAY AND YEAR ABOVE WRITTEN
GABRIELLA CAZARES-KELLY, COUNTY RECORDER
BY: _____
DEPUTY

CERTIFICATION OF SURVEY

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



TOWN OF MARANA APPROVALS

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

_____
MARANA DEVELOPMENT SERVICES DIRECTOR DATE

_____
MARANA WATER DIRECTOR DATE

CERTIFICATION

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 2021.

_____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

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

_____
MARANA WATER DIRECTOR DATE

FINAL PLAT FOR

GLADDEN FARMS BLOCK 33

LOTS 1-119 & COMMON AREAS "A-1"-"A-4" & "B-1"-"B-4"

COMMON AREA "A-1" THRU "A-4": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-4": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28, 31-34, 37, 38 42 AND 43, SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2009-003 PRV2104-002

SHEET 1 OF 4

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5048C
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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SEQUENCE #2021

GENERAL NOTES - CONTINUED

23. THE SUBDIVIDING LAND OWNERS DESIGNATED ON THIS PLAT AND THEIR SUCCESSORS IN INTEREST RETAIN AN INTEREST IN REAL PROPERTY IN OR UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUES, AS AMENDED) MAY BE CONSTRUCTED AS DESCRIBED ON THIS FINAL SUBDIVISION PLAT. PURSUANT TO THE DISTRICT DEVELOMENT FINANCING, PARTICIPATION, AND INTERGOVERNMENTAL AGREEMENT (GLADDEN FARMS (PHASE II) COMMUNITY FACILITIES DISTRICT) DATED AS OF JANUARY 1, 2008 (AS AMENDED, THE "GFCFD#2 DA"), IF THE PUBLIC INFRASTRUCTURE IS CONSTRUCTED PURSUANT TO THE GFCFD#2 DA, THE INTEREST AND THE PUBLIC INFRASTRUCTURE MAY BE ACQUIRED BY THE GLADDEN FARMS (PHASE II) COMMUNITY FACILITY DISTRICT (GFCFD#2) PURSUANT TO THE GFCFD#2 DA.

SCALE: 1"= 40'
0' 20' 40' 80'

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION (HOA) STREET TREE LANDSCAPE EASEMENT DEDICATED BY THIS PLAT
2. 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3. 10'X10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
4. SITE VISIBILITY EASEMENT DEDICATED BY THIS PLAT
5. NEW PUBLIC STREET DEDICATED BY THIS PLAT
6. EXISTING PUBLIC STREET

SEQUENCE #2021

SEE SHEET 3

SEE SHEET 4

SEE SHEET 4 FOR LINE AND CURVE TABLES

FINAL PLAT FOR
GLADDEN FARMS BLOCK 33

LOTS 1-119 & COMMON AREAS "A-1"-"A-4" & "B-1"-"B-4"

COMMON AREA "A-1" THRU "A-4": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-4": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28, 31-34, 37, 38 42 AND 43, SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

REGISTERED LAND SURVEYOR
17479
DOUGLAS E. SCHNEIDER
6/02/21
Date Signed
ARIZONA U.S.A.

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5048C
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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\\cp.rickeng.com\projects\T_TUC_G\GLADDEN_II\5048_Blocks_31_33\Civil_Block_33\TUC CorpStds 2005.dscript \\cp.rickeng.com\projects\T_TUC_G\GLADDEN_II\5048_Blocks_31_33\Civil_Block_33\5048Blk33fp02.dgn 02-JUN-2021 09:22

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2009-003 PRV2104-002

SEE SHEET 2

SEQUENCE #2021

SEE SHEET 4

SCALE: 1"= 40'
0' 20' 40' 80'

GLADDEN FARMS
BLOCK 31
SEQ #20181100137
SFD-6

GLADDEN FARMS
BLOCK 32
SEQ #20181100137
PARK

GLADDEN FARMS
BLOCK 36 & 40
SEQ #20193310053
HDR

CA "A-4"
12,233 SF

CA "A-5"

CA "B-2"
38,531 SF

CA "B-3"
69,853 SF

CA "A-3"
2,180 SF

N BEND RD (PUBLIC STREET)

N RIHL DR (PUBLIC STREET)

W HERSCHER ST (PUBLIC STREET)
Δ= 17°05'27" L= 212.08' R= 711.00'
Δ= 17°05'27" L= 218.35' R= 732.00'
Δ= 17°05'27" L= 224.61' R= 753.00'

N REDDICK AV (PUBLIC STREET)

W WALKER BROWN DR (PUBLIC STREET)
Δ= 17°05'27" L= 296.20' R= 993.00'
Δ= 17°05'27" L= 302.47' R= 1014.00'
Δ= 17°05'27" L= 308.73' R= 1035.00'

MIKE ETTER BOULEVARD
Δ= 17°05'24" L= 357.93' R= 1200.00'
(PUBLIC STREET)
SEQ #20181100137

1	6,529 SF	2	6,600 SF
3	6,600 SF	4	6,600 SF
5	6,600 SF	6	6,599 SF
7	6,854 SF	8	6,853 SF
9	6,853 SF	10	6,853 SF
11	6,853 SF	12	6,782 SF
13	6,600 SF	14	6,600 SF
15	6,600 SF	16	6,600 SF
17	6,561 SF	18	6,226 SF
19	10,558 SF	20	7,264 SF
21	6,483 SF	22	6,600 SF
23	6,600 SF	24	6,952 SF
25	6,948 SF	26	6,600 SF
27	6,600 SF	28	6,600 SF
29	6,600 SF	30	6,841 SF
31	6,918 SF	32	6,919 SF
33	6,920 SF	34	6,947 SF
35	6,600 SF	36	6,600 SF
37	6,576 SF	38	6,576 SF
39	6,600 SF	40	6,600 SF
41	6,952 SF	42	6,924 SF
43	6,924 SF	44	6,925 SF
45	6,638 SF	46	6,541 SF
47	6,323 SF	48	6,524 SF
49	6,600 SF	50	6,600 SF
51	6,913 SF	52	7,076 SF
53	7,072 SF	54	6,911 SF
55	6,600 SF	56	6,538 SF
57	7,031 SF	58	6,117 SF
59	7,065 SF	60	6,319 SF
61	6,721 SF	62	6,538 SF
63	6,336 SF	64	6,111 SF

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION (HOA) STREET TREE LANDSCAPE EASEMENT DEDICATED BY THIS PLAT
2. 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3. 10'X10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
4. SITE VISIBILITY EASEMENT DEDICATED BY THIS PLAT
5. NEW PUBLIC STREET DEDICATED BY THIS PLAT
6. EXISTING PUBLIC STREET

SEE SHEET 4 FOR LINE AND CURVE TABLES

2" PIPE
CENTER SEC. 35

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520-795-1000
J-5048C
rickengineering.com
San Diego - Riverside - Orange - Sacramento - San Luis Obispo - Phoenix - Denver

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REGISTERED LAND SURVEYOR
17479
DOUGLAS E. SCHNEIDER
6/02/21
Date Signed
ARIZONA U.S.A.

FINAL PLAT FOR
GLADDEN FARMS BLOCK 33
LOTS 1-119 & COMMON AREAS "A-1"-"A-4" & "B-1"-"B-4"

COMMON AREA "A-1" THRU "A-4": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-4": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

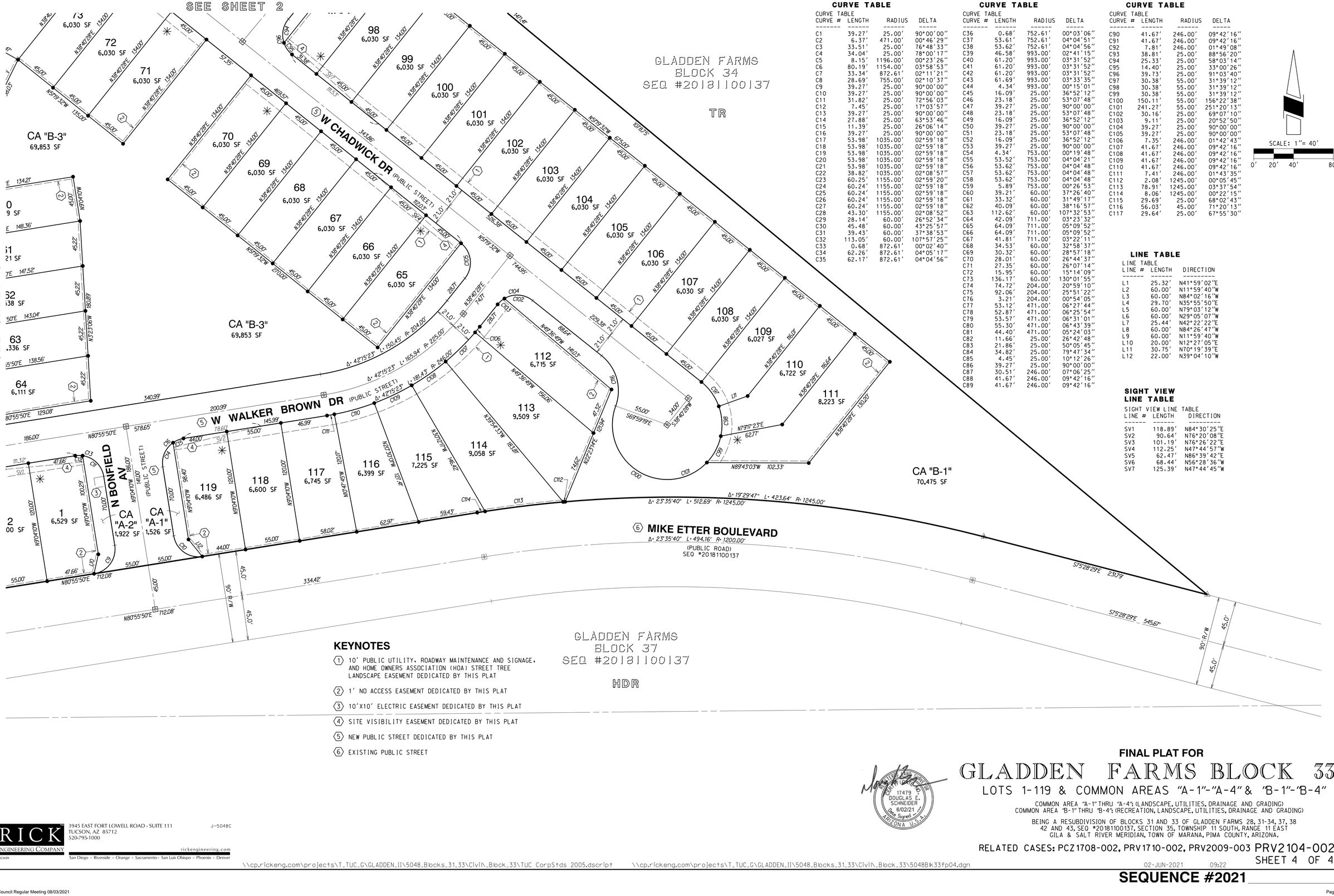
BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28, 31-34, 37, 38 42 AND 43, SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2009-003 PRV2104-002

SHEET 3 OF 4

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SEQUENCE #2021



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	39.27'	25.00'	90°00'00"
C2	6.37'	471.00'	00°46'29"
C3	33.51'	25.00'	76°48'33"
C4	34.04'	25.00'	78°00'17"
C5	8.15'	1196.00'	00°23'26"
C6	80.19'	1154.00'	03°58'53"
C7	33.34'	872.61'	02°11'21"
C8	28.69'	755.00'	02°10'37"
C9	39.27'	25.00'	90°00'00"
C10	39.27'	25.00'	90°00'00"
C11	31.82'	25.00'	72°56'03"
C12	7.45'	25.00'	17°03'57"
C13	39.27'	25.00'	90°00'00"
C14	27.88'	25.00'	63°53'46"
C15	11.39'	25.00'	26°06'14"
C16	39.27'	25.00'	90°00'00"
C17	53.98'	1035.00'	02°59'18"
C18	53.98'	1035.00'	02°59'18"
C19	53.98'	1035.00'	02°59'18"
C20	53.98'	1035.00'	02°59'18"
C21	53.98'	1035.00'	02°59'18"
C22	38.82'	1035.00'	02°08'57"
C23	60.25'	1155.00'	02°59'20"
C24	60.24'	1155.00'	02°59'18"
C25	60.24'	1155.00'	02°59'18"
C26	60.24'	1155.00'	02°59'18"
C27	60.24'	1155.00'	02°59'18"
C28	43.30'	1155.00'	02°08'52"
C29	28.14'	60.00'	26°52'34"
C30	45.48'	60.00'	43°25'57"
C31	39.43'	60.00'	37°38'53"
C32	113.05'	60.00'	107°57'25"
C33	0.68'	872.61'	00°02'40"
C34	62.26'	872.61'	04°05'17"
C35	62.17'	872.61'	04°04'56"

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C36	0.68'	752.61'	00°03'06"
C37	53.61'	752.61'	04°04'51"
C38	53.62'	752.61'	04°04'56"
C39	46.58'	993.00'	02°41'15"
C40	61.20'	993.00'	03°31'52"
C41	61.20'	993.00'	03°31'52"
C42	61.20'	993.00'	03°31'52"
C43	61.69'	993.00'	03°33'35"
C44	4.34'	993.00'	00°15'01"
C45	16.09'	25.00'	36°52'12"
C46	23.18'	25.00'	53°07'48"
C47	39.27'	25.00'	90°00'00"
C48	23.18'	25.00'	53°07'48"
C49	16.09'	25.00'	36°52'12"
C50	39.27'	25.00'	90°00'00"
C51	23.18'	25.00'	53°07'48"
C52	16.09'	25.00'	36°52'12"
C53	39.27'	25.00'	90°00'00"
C54	4.34'	753.00'	00°19'48"
C55	53.52'	753.00'	04°04'21"
C56	53.62'	753.00'	04°04'48"
C57	53.62'	753.00'	04°04'48"
C58	53.62'	753.00'	04°04'48"
C59	5.89'	753.00'	00°26'53"
C60	39.21'	60.00'	37°26'40"
C61	33.32'	60.00'	31°49'17"
C62	40.09'	60.00'	38°16'57"
C63	112.62'	60.00'	107°32'53"
C64	42.09'	711.00'	03°23'32"
C65	64.09'	711.00'	05°09'52"
C66	64.09'	711.00'	05°09'52"
C67	41.81'	711.00'	03°22'11"
C68	34.53'	60.00'	32°58'37"
C69	30.32'	60.00'	28°57'18"
C70	28.01'	60.00'	26°44'37"
C71	27.35'	60.00'	26°07'14"
C72	15.95'	60.00'	15°14'09"
C73	136.17'	60.00'	130°01'55"
C74	74.72'	204.00'	20°59'10"
C75	92.06'	204.00'	25°51'22"
C76	3.21'	204.00'	00°54'05"
C77	53.12'	471.00'	06°27'44"
C78	52.87'	471.00'	06°25'54"
C79	53.57'	471.00'	06°31'01"
C80	55.30'	471.00'	06°43'39"
C81	44.40'	471.00'	05°24'03"
C82	11.66'	25.00'	26°42'48"
C83	21.86'	25.00'	50°05'45"
C84	34.82'	25.00'	79°47'34"
C85	4.45'	25.00'	10°12'26"
C86	39.27'	25.00'	90°00'00"
C87	30.51'	246.00'	07°06'25"
C88	41.67'	246.00'	09°42'16"
C89	41.67'	246.00'	09°42'16"

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C90	41.67'	246.00'	09°42'16"
C91	41.67'	246.00'	09°42'16"
C92	7.81'	246.00'	01°49'08"
C93	38.81'	25.00'	88°56'20"
C94	25.33'	25.00'	58°03'14"
C95	14.40'	25.00'	33°00'26"
C96	39.73'	25.00'	91°03'40"
C97	30.38'	55.00'	31°39'12"
C98	30.38'	55.00'	31°39'12"
C99	30.38'	55.00'	31°39'12"
C100	150.11'	55.00'	156°22'38"
C101	241.27'	55.00'	251°20'13"
C102	30.16'	25.00'	69°07'10"
C103	9.11'	25.00'	20°52'50"
C104	39.27'	25.00'	90°00'00"
C105	39.27'	25.00'	90°00'00"
C106	7.35'	246.00'	01°42'43"
C107	41.67'	246.00'	09°42'16"
C108	41.67'	246.00'	09°42'16"
C109	41.67'	246.00'	09°42'16"
C110	41.67'	246.00'	09°42'16"
C111	7.41'	246.00'	01°43'35"
C112	2.08'	1245.00'	00°05'45"
C113	78.91'	1245.00'	03°37'54"
C114	8.06'	1245.00'	00°22'15"
C115	29.69'	25.00'	68°02'43"
C116	56.03'	45.00'	71°20'13"
C117	29.64'	25.00'	67°55'30"

LINE TABLE

LINE #	LENGTH	DIRECTION
L1	25.32'	N41°59'02"E
L2	60.00'	N11°59'40"W
L3	60.00'	N84°02'16"W
L4	29.70'	N35°55'50"E
L5	60.00'	N79°03'12"W
L6	60.00'	N29°05'07"W
L7	25.44'	N42°22'22"E
L8	60.00'	N84°26'47"W
L9	60.00'	N11°59'40"W
L10	20.00'	N12°27'05"E
L11	30.75'	N70°19'39"E
L12	22.00'	N39°04'10"W

SIGHT VIEW LINE TABLE

LINE #	LENGTH	DIRECTION
SV1	118.89'	N84°30'25"E
SV2	90.64'	N76°20'08"E
SV3	101.19'	N76°26'22"E
SV4	112.25'	N47°44'57"W
SV5	62.47'	N86°39'42"E
SV6	68.44'	N56°28'36"W
SV7	125.39'	N47°44'45"W

SCALE: 1"= 40'
0' 20' 40' 80'

KEYNOTES

1. 10' PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE, AND HOME OWNERS ASSOCIATION (HOA) STREET TREE LANDSCAPE EASEMENT DEDICATED BY THIS PLAT
2. 1' NO ACCESS EASEMENT DEDICATED BY THIS PLAT
3. 10'X10' ELECTRIC EASEMENT DEDICATED BY THIS PLAT
4. SITE VISIBILITY EASEMENT DEDICATED BY THIS PLAT
5. NEW PUBLIC STREET DEDICATED BY THIS PLAT
6. EXISTING PUBLIC STREET

CERTIFICATE NO. 17479 DOUGLAS E. SCHNEIDER 6/02/21 Date Signed PROFESSIONAL ARIZONA U.S.A.

FINAL PLAT FOR
GLADDEN FARMS BLOCK 33
LOTS 1-119 & COMMON AREAS "A-1"-"A-4" & "B-1"-"B-4"

COMMON AREA "A-1" THRU "A-4": (LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)
COMMON AREA "B-1" THRU "B-4": (RECREATION, LANDSCAPE, UTILITIES, DRAINAGE AND GRADING)

BEING A RESUBDIVISION OF BLOCKS 31 AND 33 OF GLADDEN FARMS 28, 31-34, 37, 38 42 AND 43, SEQ #20181100137, SECTION 35, TOWNSHIP 11 SOUTH, RANGE 11 EAST GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA.

RELATED CASES: PCZ1708-002, PRV1710-002, PRV2009-003 PRV2104-002

SHEET 4 OF 4

RICK ENGINEERING COMPANY
Tucson
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ. 85712
520-795-1000
J-5048C
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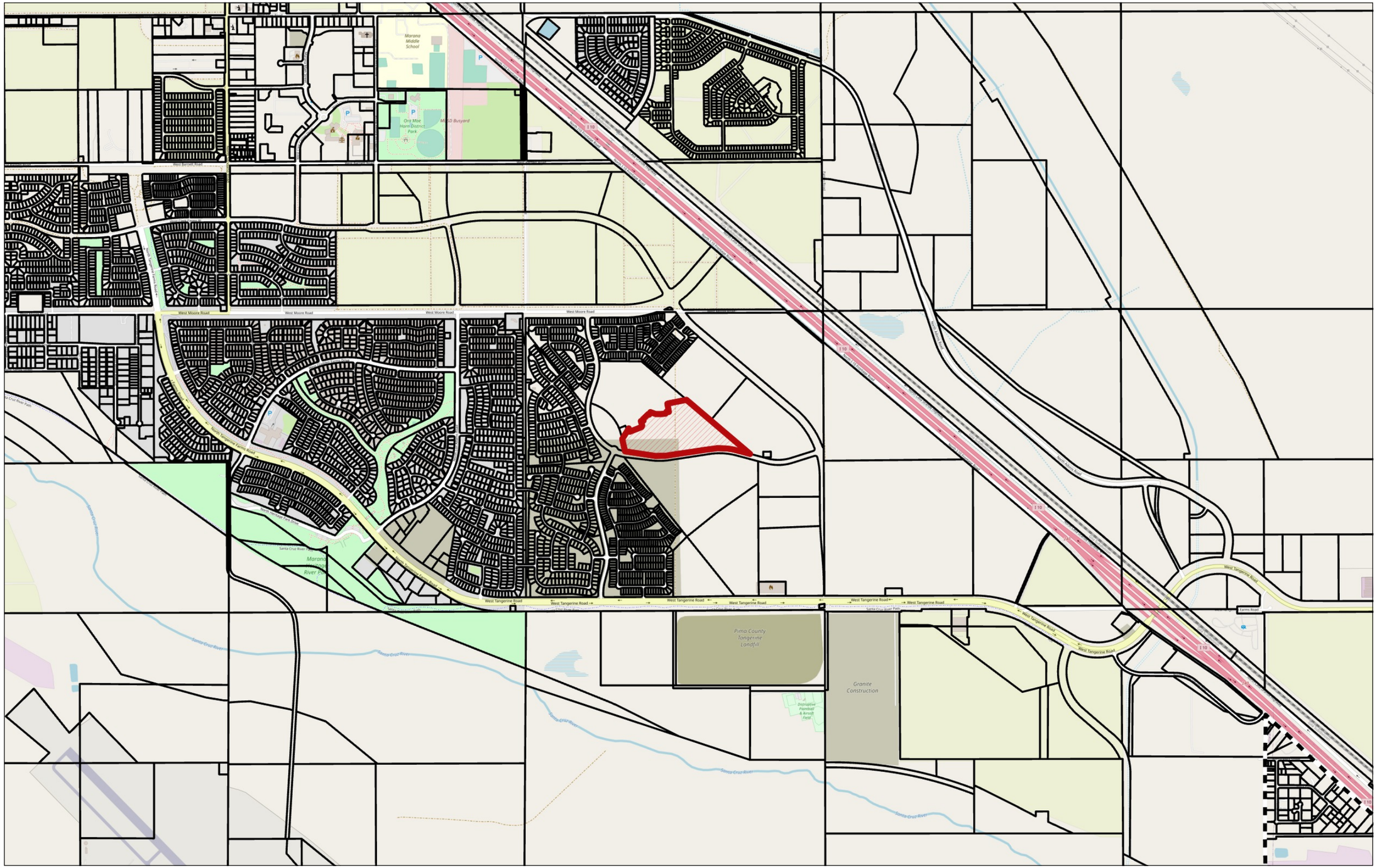
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SEQUENCE #2021

SEQUENCE #2021

Town of Marana Planning

Gladden Farms Block 33 Final Plat - Location Map





Legend

- Marana Town Limits
- Parcel Labels
- Parcels (Black)

1: 24,000

4,000.0 0 2,000.00 4,000.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

Notes

Notes

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
❑ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
☒ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Gladden Farms Block 33 Final Plat	
Description of Project: Detached Single Family Residential Subdivision	Number of Lots: 120
Parcel No.(s): 217-54-3390	Gross Area (Acres):
Project Address: 10552 W Mike Etter Bl	
Ref. Project No.: PRV2009-003	

CONTACT INFORMATION

Owner: Fid. Nat. Trust Title TR 60423 Attn: Crown West	Contact Name: Dean Wingert		
Address: 333 E. Wetmore Rd., #250	City: Tucson	State: AZ	Zip: 85705
Email: dwingert@crownwest.com	Phone No.: (520) 888-3962		
Applicant: Rick Engineering Company, Inc.	Contact Name: Steven Vasquez		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85732
Email: svasquez@rickengineering.com	Phone No.: (520) 795-1000		
Consultant/Engineer: Rick Engineering Company Inc	Contact Name: Bruce Paton		
Address: 3945 E. Ft. Lowell Rd. #111	City: Tucson	State: AZ	Zip: 85732
Email: bpaton@rickengineering.com	Phone No.: (520) 795-1000		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information 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.)

Steven Vasquez	Steven E. Vasquez	4/7/2021
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY **Project No.**_____ **Date Received**_____

Revision Date 03/29/2019

Council-Regular Meeting **C4**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: August 3, 2021

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2021-105: Relating to Development; approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (Yiannis Kalaitzidis)

Discussion:

On May 21, 1997, the Town Council adopted Resolution No. 97-42 approving the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (the "CFD Policy Guidelines"). The Council has amended the CFD Policy Guidelines from time to time, most recently on August 6, 2019, via approval of Resolution No. 2019-074.

On March 18, 2021, Governor Ducey signed into law HB 2317, which makes revisions to the state statutes regarding the makeup of CFD boards. Previous state legislation had provided that CFDs formed after 2018 would be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The addition of these two additional board members created liability and insurance issues for CFD boards. HB 2317 revises the statutes to provide that the two additional board members will only be appointed upon request of the applicant. Moreover, if the two additional board members are requested, the statute provides that the Town Council may state that the two board members are permanently advisory and non-voting.

The proposed updated CFD Policy Guidelines on tonight's agenda include changes to Section 2.4 to conform to the state law revisions.

If approved, the amendments would be effective for all future CFDs. A clean copy of the updated policy and a redline comparison of the current policy, as adopted in 2019, to the proposed updated version are attached to this item.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-105, approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Suggested Motion:

I move to adopt Resolution No. 2021-105, approving the amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts.

Attachments

Resolution 2021-105

Exhibit A - Updated CFD Policy Guidelines

Redline comparison of current policy to proposed updated policy

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MARANA RESOLUTION NO. 2021-105

RELATING TO DEVELOPMENT; APPROVING THE AMENDED TOWN OF MARANA POLICY GUIDELINES AND APPLICATION PROCEDURES FOR THE ESTABLISHMENT OF COMMUNITY FACILITIES DISTRICTS

WHEREAS A.R.S. § 48-701 *et. seq.* provides for the establishment of community facilities districts (CFD) which provide a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of a CFD; and

WHEREAS on May 21, 1997, the Town Council adopted Resolution No. 97-42 approving the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts (the "CFD Policy Guidelines"); and

WHEREAS from time to time the Town Council has amended the CFD Policy Guidelines, most recently on August 6, 2019, via approval of Resolution No. 2019-074; and

WHEREAS, on March 18, 2021, Arizona Governor Doug Ducey signed into law HB 2317, revising A.R.S. § 48-701 *et. seq.*; and

WHEREAS the Town Council finds that the proposed amendments to the Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts in conformance with HB 2317 are in the best interests of the Town.

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

SECTION 1. The amended Town of Marana Policy Guidelines and Application Procedures for the Establishment of Community Facilities Districts, attached to this resolution and incorporated by this reference as Exhibit A, are hereby approved.

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 amended CFD Policy Guidelines.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS*

In order to secure for the Town of Marana, Arizona (the "Town") the benefits of the Community Facilities Act† (the "Act") and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these "CFD Policy Guidelines") have been adopted by the Town Council.

A community facilities district ("CFD") provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.

1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town's General Plan in order to encourage orderly growth and development.

1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/landowner (the "Applicant") through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as "staff," such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

---

* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04), Marana Resolution No. 2019-034 (06/04/2019), Marana Resolution No. 2019-074 (08/06/2019), and Marana Resolution No. 2021-105 (8/3/2021).

† Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq.*, as amended.

1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.

1.5. Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.

1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.

1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.

1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.

1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).

1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.

1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.

1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.

1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

2.1. **Completed Application**. Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the "Completed Application") to the Town's Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.

2.2. **Petition in Favor of Formation**. The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.

2.3. **Applicant Information**. The Completed Application shall include:

a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.

b. The name, address, telephone number, and email address of the Applicant's primary contact.

c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.

d. A general description of the Applicant's experience with similar types of developments.

e. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.

2.4. **Board Member Information**. Pursuant to A.R.S. § 48-702(C)(8), the Applicant may request to appoint two additional CFD Board members to govern the CFD, along with the members of the Town Council ex officio. Pursuant to A.R.S. § 48-705(A), at the sole discretion of the Town Council, the resolution ordering the formation of the CFD may state that the two additional CFD Board member positions shall permanently be advisory, nonvoting members of the CFD Board. If the Applicant requests to appoint two additional CFD Board members, the Completed Application shall describe the process for the designation of the two additional CFD Board members, including the following:

a. The names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.

b. The process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD, and on expiration of the term of such Board members or vacancy because of death, resignation, or inability to discharge duties.

c. Documentation evidencing each proposed CFD Board member's acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38 ("Public Officers and Employees"), Chapter 3 ("Conduct of Office"), Article 3.1 ("Public Meetings and Proceedings").

d. Unqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.

2.5. **Proposed CFD**. The Completed Application shall include:

a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.

c. A legal description of the proposed CFD boundaries with an accompanying depiction.

d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.

e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. **Project Description and Proposed Improvements**. The Completed Application shall include:

a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.

b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. **Financing Plan**. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. **Financial Feasibility Study**. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed

CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.

b. A financing plan for the private development in the CFD.

c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.

e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance**. The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include "per occurrence coverage" including a "securities" rider if bonds are to be sold.

2.10. **Indemnification**. The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information**. The Completed Application shall include:

a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.

b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:

i. The existence of the CFD.

ii. The purposes for which the CFD was formed.

iii. The CFD's expected and possible secondary property tax rate.

iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.

v. Assessment and other financial burdens of the CFD.

c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.

d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.

e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708 (D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.

3.2. At the time of submission of the application, the applicant shall pay an application fee of $**15,000.00**.

3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.

3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.

3.5. The review, analysis and consideration of a Completed Application will include:

a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.

b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer,

landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.

3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.

3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.

3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.

a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of $50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional $25,000 deposits to be applied to the purposes contemplated in this Section 4.1.

b. An ad valorem tax of $.30 per $100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.

c. The Applicant shall provide $100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least $100,000 per year ad valorem taxes from the $.30 per $100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.

e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.

4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as an "MAI Appraiser"), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.

4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.

4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:

a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.

b. The amount and timing of CFD general obligation bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.

e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.

f. The proposed total tax rate of the CFD.

i. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of issuance thereof, the Applicant will be required to contribute an amount annually sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year.

ii. To secure the Applicant's payment of the contribution described in the preceding subparagraph, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, such that the total amount of all such security is equal to the larger of (i) three times the difference between Cumulative Maximum Annual Debt Service ("CMADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) one times CMADS. Any security provided by the Applicant and held by the CFD for prior bond sales will be taken into account for the purpose of determining the amount of security required for each subsequent bond issuance. CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued. All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of three consecutive tax years beginning the year immediately following the final bond issuance.

g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.

b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.

c. The expected market absorption of development within the CFD.

d. The amount and timing of CFD revenue bonds to be issued.

e. The financial impact of the proposed issue(s) on prospective residents.

f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized

bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.

b. The amount and timing of CFD assessment bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The assessment burden to be placed on prospective residents.

e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.

f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.

g. Whether the assessment bonds will be publicly offered or privately placed.

i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing

1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).

2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.

ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.

iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:

1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

5.1. The Applicant shall provide at least $0.25 in infrastructure or community improvements for each $1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.

5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.

5.3. Privately placed bonds shall have minimum authorized denominations of $100,000.

5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.

5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:

a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.

b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall

not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.

5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed $2,000,000 per occurrence and $2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.

5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

TOWN OF MARANA, ARIZONA
POLICY GUIDELINES AND APPLICATION PROCEDURES
FOR THE ESTABLISHMENT OF
COMMUNITY FACILITIES DISTRICTS*

In order to secure for the Town of Marana, Arizona (the "Town") the benefits of the Community Facilities Act† (the "Act") and to promote the best interests of the Town, the following CFD Policy Guidelines and Application Procedures (these "CFD Policy Guidelines") have been adopted by the Town Council.

A community facilities district ("CFD") provides a funding mechanism to finance construction, operation, and maintenance of public infrastructure within the boundaries of the CFD, and to better enable the Town to provide municipal services within the boundaries of the CFD. The Town Council recognizes the ability of the CFD to permit the construction of infrastructure that might otherwise not be constructed. For these reasons, the Town Council has established these CFD Policy Guidelines.

Considering that the establishment of a CFD is the legal equivalent of the establishment of an entirely new municipal entity within the boundaries of the Town, the Town Council believes that the formation of the CFD should be entered into carefully, to ensure its lasting success.

ARTICLE 1. GENERAL POLICIES

1.1. CFDs should be utilized primarily in connection with the financing of major infrastructure for development of residential projects, master planned communities or projects which include resort hotels or substantial commercial development.

1.2. Priority should be given to CFDs that provide an enhanced level of public infrastructure amenities and/or municipal services. CFD financing will not be provided for public infrastructure improvements which are normally expected as part of a development. Public improvements financed by a CFD should be in conformance with the Town's General Plan in order to encourage orderly growth and development.

1.3. All costs incurred by the Town and the CFD in connection with the CFD application, formation, and administration, and all operation expenses appurtenant to the CFD, will be paid by the developer/landowner (the "Applicant") through advance payments as provided in these CFD Policy Guidelines. Payment shall include payment for services rendered by Town and CFD staff as well as services rendered by outside consultants who may be retained by the Town or the CFD, including but not limited to bond counsel, financial advisors, engineers, and appraisers. If the Town or CFD uses outside consultants as "staff," such as attorneys or engineers, those consultants will also be paid their customary rate for services. If authorized by the CFD Board, exercising its sole discretion, all or part of such costs may be paid by a CFD tax levy or reimbursed to the Applicant from a CFD tax levy, CFD assessment, CFD revenues, or CFD bond proceeds, so long as such reimbursement is in conformance with federal law, state law, and these CFD Policy Guidelines.

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* Adopted by Marana Resolution No. 97-42 (5/21/1997); amended by Marana Resolution No. 2004-161 (11/5/04), Marana Resolution No. 2019-034 (06/04/2019), ~~and~~ Marana Resolution No. 2019-074 (08/06/2019), and Marana Resolution No. 2021-xxx (8/3/2021).

† Arizona Revised Statutes section (A.R.S. §) 48-701 *et. seq*., as amended.

1.4. The Town will encourage an area to be governed by as few CFDs as possible, and a preference will be given to one master CFD. These CFD Policy Guidelines are adopted to provide ease of administration and the largest tax/revenue base possible. The decision to form a CFD shall be a decision of the Town Council exercised in its sole and absolute discretion.

1.5. Unless otherwise agreed to by the Town, a CFD formed after 2018 will be governed by a board of directors comprised of the members of the Town Council, ex officio, with two additional members designated by the owner of the largest amount of privately-owned acreage in the proposed district and who are appointed by Town Council. The day-to-day responsibilities of the CFD will be performed by Town staff or, pursuant to a contract, by outside personnel. At the sole option of the CFD Board, advisory committees may be utilized.

1.6. Unless otherwise agreed to by the Town, the CFD must be self-supporting from the standpoints of financing, operations, and maintenance. No Town funds will be used for CFD purposes. Notwithstanding anything contained in these CFD Policy Guidelines, neither the property, the full faith and credit, nor the taxing power of the Town shall be pledged to the payment of any CFD obligation or indebtedness.

1.7. The CFD Board will determine, in its sole and absolute discretion, the amount, timing, and form of financing to be used by a CFD after review of the project feasibility report, Member Appraisal Institute ("MAI") property appraisals (utilizing the appropriate appraisal methodology) acceptable to the CFD Board, and other required pertinent information.

1.8. A key tenet of these CFD Policy Guidelines is the financial protection of homeowners within a CFD. As such, these CFD Policy Guidelines include provisions that attempt to protect homeowners from financial liability in excess of targeted tax rates and assessments. Similarly, these CFD Policy Guidelines include provisions designed to meet all financial obligations and/or legal exposures of the CFD.

1.9. The CFD will construct all public improvements utilizing public bidding procedures in accordance with applicable laws, rules, and regulations and as would be applied by the Town in a construction project for the Town. In general, this requires compliance with Arizona Revised Statutes Title 34 and the Town of Marana Procurement Code (Town Code Chapter 3-4).

1.10. The CFD will not use bond proceeds or other CFD funds to purchase public rights-of-way or other real property to be used for public infrastructure improvements, if such real property would be required to be dedicated and conveyed to the Town by the Applicant upon development of its property.

1.11. CFD bond proceeds will not be used for public infrastructure improvements which are included in an infrastructure improvements plan adopted in support of a development impact fee.

1.12. The Town retains the right to select all consultants necessary for the evaluation of any application and the proceedings for the formation of a CFD and the issuance of CFD bonds. This includes but is not limited to any special tax consultant, bond counsel, underwriter, appraiser, engineer, or any other consultant deemed necessary by the Town or the CFD Board.

1.13. These CFD Policy Guidelines may be modified from time to time by the Town. Any applicant will be given the opportunity to propose alternative approaches to those provided herein, with the understanding that concerns of the Town must be adequately addressed before the staff of the Town will recommend approval of a CFD by the Town Council.

ARTICLE 2. CONTENT OF APPLICATION

2.1. **Completed Application**. Pursuant to A.R.S. § 48-702(B), the Applicant shall submit a completed application for the formation of a CFD (the "Completed Application") to the Town's Finance Department before the Town will consider forming a CFD. The Completed Application shall, at a minimum, contain the information set forth below and must be organized in the manner described in this Article.

2.2. **Petition in Favor of Formation**. The Completed Application shall include a petition signed by the owners of at least 25% of the land area proposed to be included in the CFD. The petition must include a list of all parcels in the proposed CFD along with the parcel number, owner names, situs address and lot size (parcel square footage or acreage) for each individual parcel.

2.3. **Applicant Information**. The Completed Application shall include:

a. A description of the Applicant, including its corporate and organizational structure, and the names of all officers and corporate directors of the Applicant.

b. The name, address, telephone number, and email address of the Applicant's primary contact.

c. The names, addresses, telephone numbers, and email addresses of any legal representatives, engineers, architects, financial consultants or other consultants of the Applicant or significantly involved in the application.

d. A general description of the Applicant's experience with similar types of developments.

e. Evidence demonstrating the Applicant's ability and capacity (including financial statements and supporting information) to undertake the proposed public infrastructure and private development.

2.4. **Board Member Information**. Pursuant to A.R.S. § 48-702(C)(8), the Applicant may request to appoint two additional CFD Board members to govern the CFD, along with the members of the Town Council ex officio. Pursuant to A.R.S. § 48-705(A), at the sole discretion of the Town Council, the resolution ordering the formation of the CFD may state that the two additional CFD Board member positions shall permanently be advisory, nonvoting members of the CFD Board. If the Applicant requests to appoint two additional CFD Board members, ~~T~~the Completed Application shall describe the process for the designation of the two additional CFD Board members, including the following:

a. ~~Provide t~~The names, addresses, telephone numbers, email addresses, backgrounds, qualifications, and other relevant information of the two proposed additional CFD Board members to be designated by the owner of the largest amount of privately owned acreage in the proposed CFD.

b. ~~State t~~The process for the designation of the two additional CFD Board members on completion of the development of all property in the CFD, and on expiration of the term of such Board members or vacancy because of death, resignation, or inability to discharge duties.

c. ~~Provide d~~Documentation evidencing each proposed CFD Board member's acknowledgment of his or her obligation to comply with Arizona Revised Statutes Title 38

("Public Officers and Employees"), Chapter 3 ("Conduct of Office"), Articles 3.1 ("Public Meetings and Proceedings") and 8 ("Conflict of Interest of Officers and Employees").

d. Provide uUnqualified hold harmless and indemnity guarantees to the Town, the CFD, and officers, agents and employees of the Town and the CFD for the actions and conduct of each proposed CFD Board member.

2.5. **Proposed CFD**. The Completed Application shall include:

a. A description of how the proposed CFD meets the existing development objectives of the Town, including the degree to which the CFD is consistent with the goals of the Town's General Plan for promoting orderly development, consistent with growth management policies and zoning requirements and the degree to which the land use plan for the CFD is consistent with the Town's General Plan Map for the area.

b. A general description of the proposed CFD with an analysis of the appropriateness of the CFD boundaries.

c. A legal description of the proposed CFD boundaries with an accompanying depiction.

d. A current title report showing the names and addresses of persons with any interest in the land within the proposed CFD boundaries.

e. A certificate from the respective county elections department(s) showing the names and addresses of all qualified electors in the proposed CFD boundaries.

2.6. **Project Description and Proposed Improvements**. The Completed Application shall include:

a. A general plan setting out a detailed description of the types of public infrastructure to be financed by the CFD, including the estimated construction or acquisition costs of the public infrastructure and the annual operation and maintenance costs of the public infrastructure and the governmental approvals that will be required for both the public and private improvements to be constructed and operated within the proposed CFD.

b. A proposed project schedule for commencement and completion of the public infrastructure and the private development within the proposed CFD.

2.7. **Financing Plan**. The Completed Application shall include a detailed description of the financing plan that includes the sources and uses of monies to be used to cover the capital, operating, and maintenance costs for the public infrastructure within the proposed CFD, including the proposed types and amounts of tax-exempt/taxable bonds requested to be considered for the public improvements.

2.8. **Financial Feasibility Study**. The Completed Application shall include a financial feasibility study, covering the period of time until the last proposed bond of the CFD will be paid, for the entire project being developed on the property in the proposed CFD, including both the public infrastructure and the private development. The financial feasibility study shall include:

a. An analysis of how the proposed debt financing, operation and maintenance costs, user charges and other CFD costs will be allocated and what will be the impact to the ultimate end users of the property, specifically projected property taxes and property tax rates, special assessments, fees, charges and any other costs that would be borne by property in the CFD. The analysis shall also address the impact these costs will have on the

marketability of the private development and a comparison of proposed tax rates or charges within the proposed CFD contrasted with the tax rates and charges within the proposed CFD contrasted to the tax rates and changes in adjoining and similar areas outside of the proposed CFD.

b. A financing plan for the private development in the CFD.

c. A market absorption study for the private development in the CFD, prepared by an independent consultant acceptable to the Town, which shall include estimates of the revenue to be generated by the development, an estimate of the ability of the market to absorb the development, and a market absorption calendar for the development.

d. A value-to-lien ratio analysis based on the requirements of these CFD Policy Guidelines. The value portion of the analysis shall be the estimated value of the property within the CFD determined per subparagraph 4.6.g.iii below. The lien portion of the analysis shall be the sum of the principal amount of any outstanding CFD public financing and the proposed public financing.

e. A description and estimated amounts of the proposed equity contribution from the Applicant and a calendar showing the timing of such equity contribution.

2.9. **Insurance**. The Completed Application shall provide an explanation of how insurance coverage shall be provided by the Applicant and how assurances will be provided that premiums and deductibles will be paid in the future. The Applicant is responsible for the cost of insurance to cover all actions and activities taken by the Board of Directors and officers of the CFD relating to the CFD formation, financing, administrative actions or other related activities of the types, in amounts and with deductibles determined by the Risk Manager of the Town. Insurance must include "per occurrence coverage" including a "securities" rider if bonds are to be sold.

2.10. **Indemnification**. The Completed Application shall indicate how indemnification as required by the Development Agreement will be provided by the Applicant to the Town and the CFD and their agents, officers, and employees for, from, and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD. The Completed Application shall include financial statements and other supporting information for the entity providing the indemnification and shall provide appropriate collateral to cover the indemnity.

2.11. **Other Information**. The Completed Application shall include:

a. A detailed description of the proposed marketing plan to be used by the Applicant and/or home builders to market property within the CFD. This information may include, but is not limited to, descriptions and cost estimates of public infrastructure improvements to be financed by the CFD and a comparison of the proposed CFD to similar CFDs in the area.

b. A homebuyer disclosure form with a signed acknowledgement of receipt by the initial homebuyer of each lot in the CFD, in which the Applicant or home builder explains to prospective CFD landowners all of the following:

i. The existence of the CFD.

ii. The purposes for which the CFD was formed.

iii. The CFD's expected and possible secondary property tax rate.

iv. The estimated annual secondary tax amount based on applying the CFD's expected and possible secondary property tax rate to a representative residential property value.

v. Assessment and other financial burdens of the CFD.

c. The Applicant's description of the signing and record-keeping processes to be used for retaining all signed homebuyer disclosure forms, which shall include a requirement that the Applicant or home builder shall file with the Town a copy of each signed homebuyer disclosure form within 30 days of sale.

d. An operating plan for the CFD, explaining what functions the CFD will provide and how the operation and maintenance of the infrastructure and all other services in the CFD will be provided.

e. The District Development and Financing Participation Agreement between the Town and the Applicant (the "Development Agreement") in substantially final form, including all terms and provisions to be approved by the Town if formation of a CFD is approved. The Development Agreement must include matters required by the Act, including without limitation the subdivision public report requirements at A.R.S. § 48-708 (D), and must have been fully negotiated by the Applicant and Town staff, with agreement by both parties.

ARTICLE 3. APPLICATION PROCEDURES

3.1. The original and one electronic copy of the application for the formation of a CFD shall be submitted to the Finance Director of the Town who will coordinate an interdepartmental analysis of each application.

3.2. At the time of submission of the application, the applicant shall pay an application fee of $**15,000.00**.

3.3. Prior to submission of a Completed Application, and at the request of a potential Applicant, the Finance Director may arrange a pre-application conference with the potential Applicant, appropriate Town staff, and outside professionals and consultants, for the purpose of discussing the possible submission of a Completed Application for conformity with these CFD Policy Guidelines.

3.4. The Applicant shall provide any and all supplemental information requested by Town staff at or following the pre-application conference or any other time during the application process.

3.5. The review, analysis and consideration of a Completed Application will include:

a. A comprehensive review of the completed application to determine whether the completed application is consistent with these CFD Policy Guidelines, identification of missing or incomplete information and identification and discussion of any concerns with the Applicant. This will include, but will not be limited to, examining the project feasibility, analysis of land ownership interests, financing analyses, risk analysis and evaluation of community benefits.

b. Under the direction of the Finance Director, a report may be prepared including recommendations related to the proposed CFD and an analysis of the impact of the

formation of the proposed CFD and its effects on the Town. The report may recommend that additional requirements be placed on the Applicant, on any related developer, landowner, or builder, and/or on the proposed CFD itself. This review will include the preliminary approval of the form, terms and provisions of the "substantially complete" Development and Financing Participation Agreement necessary for formation of a CFD.

3.6. Within 60 days after the Applicant's submission of a Completed Application, the Town Council shall hold a public hearing to consider the Completed Application. A resolution declaring the intent to form a CFD may be considered by Town Council immediately following the public hearing. If the Town Council does not adopt the resolution, it will provide a written basis for not adopting the resolution and shall identify the specific changes needed for the completed application to be approved.

3.7. If an application includes a petition for formation signed by owners of all of the land in the proposed CFD and meets all the requirements of Article 2 in form satisfactory to the Town, the Town may declare the CFD formed without posting, publication, mailing, notice and public hearings or landowner election. Otherwise, the alternative provisions of the Act must be followed.

3.8. If the Town Council approves the formation of a CFD, any existing agreements with the Applicant for the provision of infrastructure proposed to be furnished by the CFD will be deemed amended to reflect the agreements and conditions pertaining to the CFD. The amendments will reflect that such infrastructure improvements will be provided (including by acquisition) by either the Applicant or the CFD.

3.9. If the Town Council approves an application for formation of a CFD, the Applicant and Town staff shall coordinate a schedule of events for formation of the CFD and shall finalize negotiation of the Development Agreement, which shall be entered into prior to or concurrently with formation of the CFD and which shall incorporate the requirements of any report or recommendations of Town staff relating to the CFD, the requirements of these CFD Policy Guidelines, and any other restrictions and provisions required by the Town.

ARTICLE 4. CFD OPERATIONS AND DEBT FINANCING

4.1. The Applicant shall be obligated to pay costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements.

a. Upon formation of a CFD the Applicant shall deposit with the Town's Finance Department a non-refundable administrative expense fee in the amount of $50,000. The administrative expense fee shall be applied by the Town to the costs and expenses incurred in connection with the formation, review of any feasibility study, election costs, administration, operation, and maintenance of the CFD or its public improvements. From time to time, upon depletion of the administrative expense fee, the Town may request, and the Applicant shall promptly deposit, additional $25,000 deposits to be applied to the purposes contemplated in this Section 4.1.

b. An ad valorem tax of $.30 per $100 of assessed valuation for all real and personal property in the CFD shall be assessed pursuant to A.R.S. § 48-723 to cover administrative, operation, and maintenance expenses incurred by the CFD and by the Town for the benefit of the CFD. CFD administration, operation, and maintenance costs will be paid first from

the proceeds of this ad valorem tax, and then from the Applicant's deposit referenced in subsection 4.1.a above.

c. The Applicant shall provide $100,000 in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, to secure the Applicant's obligation to pay costs and expenses incurred in connection with administration, operation, and maintenance of the CFD or its public improvements.

d. The security required under subsections 4.1.a and 4.1.c above shall remain in full force and effect until the assessed value of real property in the CFD generates at least $100,000 per year ad valorem taxes from the $.30 per $100 of assessed valuation assessed pursuant to A.R.S. § 48-723 for a period of three consecutive years or until the CFD is dissolved pursuant to A.R.S. § 48-724.

e. The Applicant remains obligated to pay costs and expenses incurred in connection with the CFD notwithstanding any release of security.

4.2. In connection with any request for debt financing, the Applicant shall provide a current appraisal of the fair cash market value of the property within the proposed CFD which is to be taxed or assessed, prepared by a person who is designated as a Member Appraisal Institute ("MAI") and a certified general real estate appraiser (such person hereafter referred to as an "MAI Appraiser"), such appraisal to be in form and substance acceptable to the Town, in its sole discretion.

4.3. The amount of CFD debt shall not have any substantial direct or indirect negative impacts on the debt or financing capabilities of the Town, and the CFD debt shall not impose an unreasonable financial burden on future CFD residents.

4.4. General obligation bonds of the CFD are secured by an ad valorem tax on all taxable property located within the CFD. An Applicant seeking the issuance of CFD general obligation bonds shall describe in each project feasibility report the following:

a. The current direct and overlapping tax and assessment burden on the taxable property that is proposed to be taxed and the full cash value and assessed valuation of the taxable property as shown on the most recent assessment roll.

b. The amount and timing of CFD general obligation bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The effect of the CFD bond issuance on CFD tax rates, calculated as of the beginning, midway through, and at the end of the market absorption period, or based on the phasing of the project to be financed, as applicable.

e. Estimated savings, if any, to residents in the form of reduced home sales prices which are projected to result from CFD financing.

f. The proposed total tax rate of the CFD.

i. If the pre-established debt service target tax rate is not sufficient to pay the entire debt service in respect of outstanding general obligation bonds when due at the time of issuance thereof, the Applicant will be required to contribute an amount annually

sufficient to pay the difference between the revenues produced by the pre-established target tax rate and the actual CFD debt service coming due in that fiscal year.

ii. To secure the Applicant's payment of the contribution described in the preceding subparagraph, the Applicant shall provide security in the form of a cash contribution, letter of credit, or other acceptable form of security, which shall be bankruptcy proof, as required by the CFD Board, such that the total amount of all such security is equal to the larger of (i) three times the difference between Cumulative Maximum Annual Debt Service ("CMADS") and the estimated taxes to be collected in the year immediately following the year of bond issuance or (ii) one times CMADS. Any security provided by the Applicant and held by the CFD for prior bond sales will be taken into account for the purpose of determining the amount of security required for each subsequent bond issuance. CMADS is the maximum annual debt service with respect to all series of bonds outstanding, including, on the date of issuance of a series of bonds, the series of bonds then being issued. All of the foregoing items need to be described in detail. A cash flow schedule illustrating the security amount and the time period required to cover such shortfall will be required to be submitted by the Applicant prior to the issuance of general obligation bonds. The security shall remain in full force and effect until all of the bonds are paid off or the assessed value of real property in the CFD generates ad valorem taxes at the pre-established CFD target tax rate sufficient to pay CMADS for a period of three consecutive tax years beginning the year immediately following the final bond issuance.

g. Whether the bonds will be publicly offered or privately placed. Publicly offered bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Services, Inc., or another nationally recognized bond rating service. Privately placed bonds need not be rated; however, the purchasers of such general obligation bonds must be "qualified institutional buyers" (as that term is defined in Rule 144A of the Securities Exchange Commission) and must agree not to resell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of general obligation bonds in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.5. Revenue bonds shall be payable from a CFD revenue source. An Applicant seeking the issuance of CFD revenue bonds must describe in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on the taxable property within the CFD and the full cash value and assessed valuation of that taxable property as shown on the most recent assessment roll.

b. The revenue source from which bonds will be payable. The Town reserves the right to require the applicant to produce such independently prepared feasibility studies or reports as it deems necessary to confirm the amount and availability of revenues.

c. The expected market absorption of development within the CFD.

d. The amount and timing of CFD revenue bonds to be issued.

e. The financial impact of the proposed issue(s) on prospective residents.

f. Whether the bonds will be publicly offered or privately placed. Publicly offered revenue bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Privately place bonds need not be rated; however, the purchasers of such revenue bonds must be "qualified institutional buyers" and must agree not to sell the bonds except to "qualified institutional buyers" in a private placement; provided, however, that a purchaser of a revenue bond in a private placement may sell the bonds in a public offering if the CFD board approves the public sale and the bonds have an investment grade rating.

4.6. Assessment bonds shall be secured by first lien (subject only to the lien for general taxes and prior special assessments) on the property benefited. An Applicant seeking the issuance of CFD assessment bonds shall describe in the application and in each project feasibility report, the following:

a. The current direct and overlapping tax and assessment burdens on real property to comprise the CFD and the full cash value and assessed valuation of that property as shown on the most recent assessment roll.

b. The amount and timing of CFD assessment bonds to be issued.

c. The expected market absorption of development within the CFD.

d. The assessment burden to be placed on prospective residents.

e. Whether the assessments will be paid upon the sale of lots by the Applicant or will remain on the property after sale.

f. If assessed parcels of land are expected to be subdivided, the process by which the assessments will be allocated to the subdivided land.

g. Whether the assessment bonds will be publicly offered or privately placed.

i. Publicly offered assessment bonds must be rated in one of the four highest investment grade ratings from Standard & Poor's Corporation, Moody's Investors Service, Inc., or another nationally recognized bond rating service. Alternatively, in an unrated public offering, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board, in its sole discretion, evidencing

1) A land value to debt ratio of at least 4 to 1 prior to the issuance of debt for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below).

2) A land value to debt ratio of at least 6 to 1 prior to the issuance of debt in all other circumstances.

ii. Privately placed bonds need not be rated; however the purchasers of such assessment bonds must be "qualified institutional buyers" who must agree to hold the bonds for their own account or agree not to sell the bonds except to "qualified institutional buyers." In connection with the sale of unrated privately placed assessment bonds, the Applicant shall provide an independent fee appraisal of the land to be encumbered, prepared by an MAI Appraiser and in form and substance acceptable to the CFD Board,

in its sole discretion, indicating a land value to debt ratio of at least 4 to 1 as of a date prior to the issuance of debt.

iii. The independent fee appraisal provided by the Applicant for an unrated public offering (subparagraph i above) or for privately placed bonds (subparagraph ii above) shall value the property as follows:

1) Where the bonds will be used to pay for extraordinary public infrastructure requirements (as defined in subparagraph 5.5.b below), the appraisal shall be based on the appraised value of the land to be encumbered including the value of constructed or expected to be constructed public improvements. The value of public improvements expected to be constructed will only be considered if adequate security (performance bond or similar) is in place to ensure that the assets are constructed.

2) In all other circumstances, the appraisal shall be based on the appraised value of the land to be encumbered at its bulk wholesale value prior to any private or public improvements being installed.

4.7. Notwithstanding the restrictions pertaining to public sales and private placements of the bonds set forth in this Article 4, the restrictions may be modified if other financing structures are presented which, in the sole discretion of the CFD Board, provide other means to address CFD concerns.

ARTICLE 5. FINANCING CONSIDERATIONS

5.1. The Applicant shall provide at least $0.25 in infrastructure or community improvements for each $1.00 of debt to be issued by a CFD to finance public infrastructure purposes. If agreed to by the CFD, prior infrastructure and community improvements constructed or acquired by the Applicant and benefiting the property within the CFD may be included in calculating the Applicant's compliance with this Section 5.1.

5.2. If allowed by law, all bond issues shall include a debt service reserve fund in an amount acceptable to the CFD Board.

5.3. Privately placed bonds shall have minimum authorized denominations of $100,000.

5.4. A general obligation bond authorization for a CFD shall expire no later than the earlier of the 15th anniversary of the first bond issuance or 75% of development lots. Under extenuating circumstances the CFD Board may, in its sole and absolute discretion, extend this period.

5.5. In further consideration of the types of debt obligations used to finance the acquisition or construction of eligible public infrastructure, the following shall guide CFD obligations:

a. Routine Public Infrastructure Requirements. General obligation bonds shall be the preferred financing mechanism for CFDs with routine public infrastructure requirements. The pre-established debt service target tax rate shall be levied upon all CFD taxable property.

b. Extraordinary Public Infrastructure Requirements. General obligation bonds and/or special assessment bonds may be used for any portion of extraordinary public infrastructure required for the CFD. Extraordinary public infrastructure requirements are those infrastructure elements not routinely required for a development project. Examples of

extraordinary public infrastructure include but are not necessarily limited to transportation interchanges, water reclamation facilities, water treatment campuses, and similar regional public infrastructure improvements. The pre-established debt service target tax rate shall not be exceeded and shall be levied upon all CFD taxable property for any general obligation bonds, as applicable. Special assessment liens shall not exceed the value-to-lien ratio described in subparagraph 4.6.g above on a per lot basis.

5.6. The Applicant or a third party acceptable to the Town and the CFD Board shall indemnify the Town and the CFD and their agents and employees and shall hold the Town and the CFD and their agents and employees harmless for, from and against any and all liabilities, claims, costs and expenses, including attorneys' fees, incurred in any challenge or proceeding to the formation, operation, administration of the CFD, the offer and sale of CFD bonds, the levying by the CFD of any tax, assessment or charge and the operation and maintenance of public infrastructure financed or owned by the CFD.

5.7. The Applicant shall obtain and pay the cost of a directors and officers (D&O) insurance policy to cover all actions and activities taken by the CFD Board and officers of the CFD relating to the CFD formation, financing, administrative actions and other related activities. The Applicant shall deposit the amount of any deductible under the D&O insurance policy in escrow with the CFD Board or shall provide security acceptable to the CFD Board for the amount of the deductible. The amount of the D&O coverage shall at all times equal or exceed $2,000,000 per occurrence and $2,000,000 aggregate. The CFD Board may increase the D&O coverage from time to time commensurate with increases in coverage obtained by the Town for its directors and officers.

5.8. Unless otherwise provided to the Town pursuant to other requirements, prior to CFD financing and acquisition by the CFD or Town, the CFD or Town will require an independent environmental report or assessment of any real property which will be dedicated to or otherwise owned, leased or operated by the Town or the CFD and a proposed form or indemnity agreement with respect to all environmental liability.

Council-Regular Meeting **C5**

Meeting Date: 08/03/2021

To: Mayor and Council

Submitted For: Amanda Jones, Water Business Coordinator

From: Amanda Jones, Water Business Coordinator

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2021-106: Relating to Utilities; approving and authorizing the Town Manager to sign Amendment No. 1 to Contract No. 2020-3123 with the Arizona Department of Water Resources to amend the schedule of deliverables over the three-year contract term (Amanda Jones)

Discussion:

At the April 20, 2021 Regular Town Council Meeting, the Council adopted Resolution No. 2021-054 approving the Town Manager to sign Contract No. 2020-3123 with the Arizona Department of Water Resources for a grant of $25,000. The grant will fund the creation of new conservation materials as well as establish the Marana Citizens' Water Academy. The initial schedule included a first deliverable date of May 31, 2021. Due to delays from both parties, the deliverable schedule requires adjustment. The first deliverable date is now planned for September 15, 2021. Neither the grant award amount nor the overall term of the contract changed. The draft schedule is below.

Deliverable	Date	Amount (Not to Exceed)
Printed materials and brand package	September 15, 2021	$6,000
Recruitment materials, schedule and contact list	October 15, 2021	$1,000

Schedule initial session with 20 participants – includes AMI installation, pre/post survey creation	November 1, 2021	$3,500
2022 Progress Report	April 30, 2022	$1,500
2022 Annual Report	November 30, 2022	$2,500
Project Mid-point Report	January 31, 2023	$0
2023 Progress Report	April 30, 2023	$1,500
2023 Annual Report	November 30, 2023	$2,500
2024 Progress Report	April 30, 2024	$1,500
2024 Annual Report	November 30, 2024	$2,500
Final Report Including synthesis of all collected surveys	December 31, 2024	$2,500

Staff Recommendation:

Staff recommends adoption of Resolution 2021-106.

Suggested Motion:

I move to adopt Resolution 2021-106, approving and authorizing the Town Manager to sign Amendment No. 1 to Contract No. 2020-3123 with the Arizona Department of Water Resources.

Attachments

Resolution 2021-106

Exhibit A

MARANA RESOLUTION NO. 2021-106

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE TOWN MANAGER TO SIGN AMENDMENT NO. 1 TO CONTRACT NO. 2020-3123 WITH THE ARIZONA DEPARTMENT OF WATER RESOURCES TO AMEND THE SCHEDULE OF DELIVERABLES OVER THE THREE-YEAR CONTRACT TERM

WHEREAS at the April 20, 2021 Marana Town Council Meeting, the Council adopted Marana Resolution No. 2021-054, approving the Town Manager to sign an intergovernmental agreement, Contract No. 2020-3123, with the Arizona Department of Water Resources for a grant of $25,000 to fund the creation of new conservation materials and establish the Marana Citizens' Water Academy; and

WHEREAS due to delays from both parties, the schedule of deliverables requires readjustment, and the parties now desire to enter into Amendment No. 1 to Contract No. 2020-2123 for the purposes of revising the schedule of deliverables; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to amend the original intergovernmental agreement for that purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Amendment No. 1 to Contract No: 2020-3123 attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Town Manager is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

AMENDMENT

STATE OF ARIZONA
DEPARTMENT OF WATER RESOURCES
1110 W. Washington St. Ste. 310
Phoenix, AZ 85007

Contract No. 2020-3123 Amendment No. 1 Contract Officer: Scott Selin

The above referenced Agreement is amended as follows:

Page 11, H. Schedule of Deliverables and Payments, Deliverables **INSERT** Project Mid-Point Report

Page 11, H. Schedule of Deliverables and Payments, Deliverables **STRIKE** 2024 Progress Report

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** May 31, 2021

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** September 15, 2021

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** July 31, 2021

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** October 15, 2021

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** September 30, 2021

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** November 1, 2021

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** March 31, 2022

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** April 30, 2022

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** September 30, 2022

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** November 30, 2022

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** March 31, 2023

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** January 31, 2023

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** March 31, 2023

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** April 30, 2023

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** September 30, 2023

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** November 30, 2023

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** March 31, 2024

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** April 30, 2024

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** September 30, 2024

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** November 30, 2024

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** March 31, 2025

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **STRIKE** December 31, 2025

Page 11, H. Schedule of Deliverables and Payments, Due Date(s) **INSERT** December 31, 2024

Page 11, H. Schedule of Deliverables and Payments, Payments **INSERT** $0

Page 11, H. Schedule of Deliverables and Payments, Payments **STRIKE** $1,500

Page 11, H. Schedule of Deliverables and Payments, Payments **STRIKE** $1,000

Page 11, H. Schedule of Deliverables and Payments, Payments **INSERT** $2,500

DELIVERABLES	DUE DATE(S)	PAYMENTS (Not to Exceed)
Printed Materials and Digital Brand Package	~~May 31, 2021~~ September 15, 2021	$6,000
Recruitment Materials, Schedule, and Contact List	~~July 31, 2021~~ October 15, 2021	$1,000
Schedule for initial (approx. 20 participants) AMI endpoint Installation & pre- and post- survey creation	~~September 30, 2021~~ November 1, 2021	$3,500
2022 Progress Report	~~March 31, 2022~~ April 30, 2022	$1,500
2022 Annual Report	~~September 30, 2022~~ November 30, 2022	$2,500
Project Mid-Point Report	~~March 31, 2023~~ January 31, 2023	$0
2023 Progress Report	~~March 31, 2023~~ April 30, 2023	$1,500
2023 Annual Report	~~September 30, 2023~~ November 30, 2023	$2,500
2024 Progress Report	~~March 31, 2024~~ April 30, 2024	$1,500
2024 Annual Report	~~September 30, 2024~~ November 30, 2024	$2,500
~~2024 Progress Report~~	~~March 31, 2025~~	~~$1,500~~
Final Report including synthesis of all collected surveys	~~December 31, 2025~~ December 31, 2024	~~$1,000~~ $2,500
TOTAL AMOUNT		**$25,000**

All other provisions of the Agreement shall remain in their entirety. Marana and ADWR hereby acknowledge receipt and understanding of above amendment.

TOWN OF MARANA	ARIZONA DEPARTMENT OF WATER RESOURCES
Signature of Authorized Individual Date	Signature of Authorized Individual Date
Terry Rozema	Thomas Buschatzke
Typed Name	Typed Name
Town Manager	Director
Typed Title	Typed Title

LEGAL DETERMINATION

The attached Agreement between the Arizona Department of Water Resources and Town of Marana has been reviewed by the undersigned attorneys, who have determined that said Agreement is in proper form and is withinthe powers and authority of those parties represented by the undersigned.

Dated: _____

Arizona Department of Water Resources

By: _____

Counsel

Dated: _____

Town of Marana

By: _____

Counsel

Council-Regular Meeting **C6**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-107: Relating to Marana Regional Airport; approving and authorizing the Town Manager to sign the "FAA Airport Improvement Program (AIP) Grant Agreement," FY2021 AIP Grant Number 3-04-0058-024-2021, with the Federal Aviation Administration for funding in an amount not to exceed $192,368 for the Air Traffic Control Tower project (Kristin Taft)

Discussion:

In December 2020, staff submitted a grant request to the Federal Aviation Administration (FAA) to fund a siting study for the Air Traffic Control Tower project (ATCT). Pursuant to this project, a siting study will be conducted to determine a safe location for the ATCT construction. The project will be developed through the standards and technical requirements set forth in the FAA Advisory Circular 150/5300-13A and all other pertinent federal, state, and local requirements.

The current FAA grant agreement is for fiscal year 2022 with a total agreement amount of $192,368. The FAA will reimburse 100% of expenses up to the maximum obligation of $192,368. The Town, as the sponsor, does not have any required match. The grant period of performance begins once all signatures are executed, and the end date is four years from the date of acceptance.

The agreement included in the Council packet is a draft agreement that does not yet include the final amount or dates. Town staff anticipates receiving a final agreement for execution from the FAA shortly, and does not foresee any significant change in the overall project costs. Adoption of this resolution will approve the agreement in substantially the form of the draft agreement and authorize the Town Manager to execute it when the Town receives it.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Yes
Amount:	$192,368

The FAA reimburses 100% of expenses up to the maximum obligation with no match required from the Town. Budget capacity has been budgeted in the Airport capital fund.

Staff Recommendation:

Staff recommends that the Town Manager be authorized to execute the grant agreement with the FAA.

Suggested Motion:

I move to adopt Resolution No. 2021-107, approving and authorizing the Town Manager to sign the "FAA Airport Improvement Program (AIP) Grant Agreement," FY2021 AIP Grant Number 3-04-0058-024-2021, with the Federal Aviation Administration for funding in an amount not to exceed $192,368 for the Air Traffic Control Tower project.

Attachments

Resolution 2021-107

Exhibit A

MARANA RESOLUTION NO. 2021-107

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO SIGN THE "FAA AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT," FY2021 AIP GRANT NUMBER 3-04-0058-024-2021, WITH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDING IN AN AMOUNT NOT TO EXCEED $192,368 FOR THE AIR TRAFFIC CONTROL TOWER PROJECT

WHEREAS the Town of Marana and the Federal Aviation Administration desire to enter into a grant agreement for funding in an amount not to exceed $192,368 to assist the Town in conducting a siting study to determine a safe location for the construction of an air traffic control tower at the Marana Regional Airport; and

WHEREAS the Mayor and Council feel it is in the best interests of the Town and its citizens to enter this grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that "FAA Airport Improvement Program (AIP) Grant Agreement," FY2021 AIP Grant Number 3-04-0058-024-2021, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Town Manager is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

U.S. Department of Transportation Federal Aviation Administration

Airports Division Western-Pacific Region Arizona,Nevada

3800 N Central Ave Suite 1025 Phoenix, AZ 85012

June 23, 2021

Heath Vescovi-Chiordi
Town of Marana
11555 W Civic Center Drive
Marana, AZ 85653

Dear Mr. Vescovi-Chiordi:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-04-0058-024-2021 at __Marana Regional in Marana, Arizona__ Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant by providing their electronic signature.

c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.

d. You may not make any modification to the text, terms or conditions of the grant offer.

e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
    1. Non-construction project: Due annually at end of the Federal fiscal year.
    2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Kyler Erhard, (602) 792-1073, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Mike N Williams
Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 23, 2021
Airport/Planning Area	Marana Regional Airport
FY2021 AIP Grant Number	3-04-0058-024-2021
Unique Entity Identifier	017203188

TO: Town of Marana
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated December 1, 2020, for a grant of Federal funds for a project at or associated with the Marana Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Marana Regional Airport (herein called the "Project") consisting of the following:

Construct Contract Tower

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $192,368.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 192,368 for planning
   $ 0 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated [Enter Date], is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:

    i. Gross mismanagement of a Federal grant;
    ii. Gross waste of Federal funds;
    iii. An abuse of authority relating to implementation or use of Federal funds;
    iv. A substantial and specific danger to public health or safety; or
    v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

    i. A member of Congress or a representative of a committee of Congress;
    ii. An Inspector General;
    iii. The Government Accountability Office;
    iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    v. A court or grand jury;
    vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Mike N Williams

(Typed Name)

Manager, Phoenix Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _____

Town of Marana
(Name of Sponsor)

_____
(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Arizona__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

a. Title 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

d. Hatch Act – 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1] [2]

f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).[1]

g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended.

j. Coastal Zone Management Act, P.L. 93-205, as amended.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.[1]

l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]

s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).

b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]

c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures

e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport noise compatibility planning.

g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]

n. 49 CFR Part 20 – New restrictions on lobbying.

o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]

r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.

s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Town of Marana**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of August 1, 2021.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Council-Regular Meeting **C7**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Kristin Taft, Grants Manager

Date: August 3, 2021

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2021-108: Relating to the Police Department; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson (COT) and the Town of Marana to receive funding under COT Grant Number HT-21-2930 (Kristin Taft)

Discussion:

For the 15th consecutive year, the Town of Marana has been awarded grant funding to participate with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA). Funding for this program comes from the federal Anti-Drug Abuse Act of 1998 and the Office of National Drug Control Policy (ONDCP) Reauthorization Act of 1998.

These legislative acts authorized the Director of ONDCP to designate areas within the United States which exhibit serious drug trafficking problems and harmfully impact other areas of the country as High Intensity Drug Trafficking Areas (HIDTA). The HIDTA Program provides federal resources to those areas to help eliminate or reduce drug trafficking and its harmful consequences. Law enforcement organizations within HIDTAs assess drug trafficking problems including transportation, distribution, and chronic use of illegal drugs and money laundering.

In Southern Arizona, the HIDTA Program helps improve the effectiveness and efficiency of drug control efforts by facilitating cooperation between law enforcement agencies, supplying resources, coordinating information sharing, and implementing joint initiatives. The City of Tucson (COT) administers grant funding for these activities.

A Marana Police Officer will be tasked to a grant-funded position under the HIDTA Program. The attached grant agreement provides the terms and conditions for the Marana Police Department in the HIDTA Program. Under the grant agreement, the

Town of Marana will be reimbursed salary, other employee-related expenses, and overtime up to $140,360 for services provided in coordination with CNA and funded under the HIDTA Program. The term of the grant agreement is 24 months, from January 1, 2021 to December 31, 2022.

The grant funded position was included in the 2021-2022 budget. This award funds salary expense, other employee related expenses and overtime at $140,360.

Financial Impact:

Fiscal Year:	2022
Budgeted Y/N:	Y
Amount:	$140,360

Budget Authority is available in the Grants fund.

Staff Recommendation:

Staff recommends approval of the Grant Agreement with the City of Tucson to receive funds under the High Intensity Drug Trafficking Areas Program.

Suggested Motion:

I move to adopt Resolution No. 2021-108; approving and authorizing the Town Manager to execute a High Intensity Drug Trafficking Area (HIDTA) grant agreement between the City of Tucson and the Town of Marana to receive funding under COT Grant Number HT-21-2930.

Attachments

Resolution 2021-108

Grant Agreement

MARANA RESOLUTION NO. 2021-108

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT BETWEEN THE CITY OF TUCSON (COT) AND THE TOWN OF MARANA TO RECEIVE FUNDING UNDER COT GRANT NUMBER HT-21-2930

WHEREAS the Anti-Drug Abuse Act of 1988 and the National Drug Control Policy Reauthorization Act of 1998 authorized the Director of the Office of National Drug Control Policy to designate areas within the United States which exhibit serious drug trafficking problems as High Intensity Drug Trafficking Areas (HIDTA); and

WHEREAS the Southern Arizona Counties of Cochise, La Paz, Maricopa, Mohave, Pima, Pinal, Santa Cruz, and Yuma are designated target areas under the HIDTA Program; and

WHEREAS the HIDTA Program provides federal funding to designated HIDTA areas to help eliminate or reduce drug trafficking and its harmful consequences; and

WHEREAS the City of Tucson has been awarded funding to coordinate efforts and administer grants in the Southern Arizona Region on behalf of the Office of National Drug Control Policy under the HIDTA Program; and

WHEREAS upon execution of a grant agreement, the City of Tucson will award grant funding to the Town of Marana to reimburse salary and employee-related expenses for a Marana Police Department officer for services provided in coordination with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA) funded under the HIDTA Program between January 1, 2021 and December 31, 2022; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this grant agreement.

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

SECTION 1. The grant agreement between the Town of Marana and the City of Tucson attached to and incorporated by this reference in this resolution as Exhibit A is

hereby approved, and the Town Manager is hereby authorized and directed to execute 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 grant agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
PROGRAM
GRANT AGREEMENT CFDA NUMBER: 95.001

AWARD NUMBER (FAIN): **G21SA0007A** COT Grant Number **HT-21-2930**

This Grant Agreement is made this **1ST day of January 2021** by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Marana Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2021** and terminate on **December 31, 2022**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.

2. The GRANTEE agrees that grant funds will be used for the **Counter Narcotics Alliance (CNA).**

3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

   A. If to the City of Tucson:

City of Tucson
ATTN: Business Services
Police Satellite Office (Finance)
Tucson Police Department
270 S. Stone Ave.
Tucson, Arizona 85701-1917

B. If to the GRANTEE:

Marana Police Department
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653
Attention: Jamsheed Mehta, Town Manager

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	**$59,444.00**
Fringe Benefits	**$8,916.00**
Overtime	**$72,000.00**
Travel	**$0.00**
Facilities	**$0.00**
Services	**$0.00**
Operating Expenses:	
Supplies	**$0.00**
Other	**$0.00**
Equipment	**$0.00**
TOTAL	**$140.360.00**
See Attached Budget Detail Sheet	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.

7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in HIDTA Program Policy and Budget Guidance Para. 6.16.2

9. The GRANTEE certifies that it will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 as codified in 2 CFR Part 3603 and HIDTA Program Policy & Budget Guidance - January 6, 2020.
   Link: Electronic Code of Federal Regulations*:* http://www.ecfr.gov

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as detailed in 2 CFR, Part 200, §200.305 Payment, and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.

11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.

12. For the purpose of this grant, a capital expenditure is $5,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than $5,000, the GRANTEE will use its own policy.

    The GRANTEE shall maintain a tracking system, in accordance with HIDTA Program Policy & Budget Guidance – January 6, 2020, Section 8, to account for all HIDTA purchased equipment, vehicles, and other items valued at $5000 or more per unit at the time of purchase. GRANTEE is encouraged to include lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices in the tracking system.

    The GRANTEE agrees to abide by Section 8, that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

    Link: *Electronic Code of Federal Regulations* http://www.ecfr.gov

    The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020 Section 8 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance – January 6, 2020.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

    Link: *Electronic Code of Federal Regulations* http://www.ecfr.gov

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	**Due Date:**	**Report Period Month of:**	**Due Date:**
January 1 - 31	February 25	July 1 – 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 – 30	April 25	September 1 – 30	October 25
April 1 - 30	May 25	October 1 - 31	November 25
May 1 - 31	June 25	November 1 - 30	December 25
June 1 - 30	July 25	December 1 - 31	January 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 180 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
    Link: *Excluded Parties Listing System* http://sam.gov

19. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

20. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

21. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

22. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

23. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

24. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency or entity, this paragraph does not apply.

25. Unless GRANTEE's contractor or subcontractor is a State agency or entity, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

26. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

27. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 2009-09 and 2007-21. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

28. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEOP) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.

29. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR Part 182.

30. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.

31. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.

32. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.

33. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.

34. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

35. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

36. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.

37. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.

38. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

39. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.

40. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE Date

Printed Name and Title

INDICATE STATUTORY OR OTHER LEGAL AUTHORITY TO ENTER AGREEMENT BELOW:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police Date
City of Tucson Police Department

Principal Assistant City Attorney Date
City of Tucson Police Department
Approved as to form

CITY OF TUCSON
GRANT AGREEMENT

Insurance Requirements
Exhibit "A"

***Insurance Requirements* for Governmental Parties to a Grant Agreement:**

None.

***Insurance Requirements* for Any Contractors Used by a Party to the Grant Agreement:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Blanket Contractual Liability – Written and Oral	$1,000,000
• Fire Legal Liability	$50,000
• Each Occurrence	$1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".***

   (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".***

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$500,000
Disease – Each Employee	$500,000
Disease – Policy Limit	$1,000,000

   a. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.

CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

Confidential Funds Certification
Exhibit "B"

CONFIDENTIAL FUNDS CERTIFICATION

1) This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

2) My agency **is/ is not** authorized to disburse confidential funds.

Grant Number: **HT-21-2930**

Date: _____ Signature: _____
Authorized Official

PROCEDURES
Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.

2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.

3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.

4. Cash Receipts.
   a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
   b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:

   a. The jurisdiction initiating the payment.
   b. A description of the information/evidence received.
   c. The amount of payment, both in numeral and word form.
   d. The date on which the payment was made.
   e. The signature of the informant payee.
   f. The signature of the case agent or officer making payment.
   g. The signature of at least one other officer witnessing the payment.
   h. The signature of the first-line supervisor authorizing and certifying the payment.

   6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

   7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

   8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:

a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
d. Agreement with cooperating individual.
e. Receipt for P/I.
f. Copies of all debriefing reports (except for the Headquarters case file).
g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:

a. Informant's code number.
b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
c. Informant's true name.
d. Name of establishing law enforcement officer.
e. Date the establishment is approved.
f. Date of deactivation.

3. Establish each informant file in accordance with Informant File Documentation (2).

4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.

5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:

a. The level of the targeted individual, organization or operation.
b. The amount of the actual or potential seizure.
c. The significance of the contribution made by the informant to the desired objectives.

2. There are various circumstances in which payments to informants may be made.

a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.

2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.

3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.

4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
   a. The significance of the investigation.
   b. The need for this expenditure to further the investigation.
   c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.

6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
    a. The amount of funds involved.
    b. The degree of security under which the funds are being held.
    c. How long an extension is required.
    d. The significance of the expenditure.

    Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Council-Regular Meeting **C8**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-109: Relating to Administration; authorizing the transfer of ownership of a 2011 Ford Crown Victoria to the City of Nogales (Jane Fairall)

Discussion:

Section 3-4-31 of the Marana Town Code provides that the Purchasing Director shall be responsible for the management of Town supplies during their entire life cycle, and may sell, lease, transfer, or dispose of surplus supplies in accordance with state law, in the best interests of the Town, and in as competitive a manner as the Purchasing Director determines to be practicable. The Purchasing Director, in conjunction with the Marana Police Department, has determined that a 2011 Ford Crown Victoria K9 patrol unit may be disposed of as surplus property. The City of Nogales Police Department has a need for the surplus vehicle for its K9 unit. Currently, Nogales P.D. has two K9 vehicles and two handlers, but no pool vehicle for the K9's. If a K9 vehicle is being repaired or down for any reason, the K9's must travel in a regular patrol vehicle, which is not ideal for the K9 or the officer.

The proposed resolution will authorize the Purchasing Director to transfer ownership of the surplus K9 patrol unit to the City of Nogales free of charge.

Financial Impact:

The transfer of the vehicle to the Nogales Police Department will not have a material impact on the Town's budget.

Staff Recommendation:

Staff recommends approval of the vehicle transfer.

Suggested Motion:

I move to adopt Resolution No. 2021-109, authorizing the transfer of ownership of a 2011 Ford Crown Victoria to the City of Nogales.

Attachments

Resolution 2021-109

MARANA RESOLUTION NO. 2021-109

RELATING TO ADMINISTRATION; AUTHORIZING THE TRANSFER OF OWNERSHIP OF A 2011 FORD CROWN VICTORIA TO THE CITY OF NOGALES

WHEREAS Section 3-4-31 of the Marana Town Code provides that the Purchasing Director shall be responsible for the management of Town supplies during their entire life cycle, and may sell, lease, transfer, or dispose of surplus supplies in accordance with state law, in the best interests of the Town, and in as competitive a manner as the Purchasing Director determines to be practicable; and

WHEREAS the Purchasing Director, in conjunction with the Marana Police Department, has determined that a 2011 Ford Crown Victoria K9 patrol unit may be disposed of as surplus property; and

WHEREAS the City of Nogales Police Department has a need for the surplus vehicle for its K9 unit; and

WHEREAS the Town Council finds that the transfer of the vehicle to the City of Nogales in the best interests of the Town.

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

SECTION 1. The Purchasing Director is hereby authorized to transfer ownership of a 2011 Ford Crown Victoria K9 patrol unit to the City of Nogales free of charge.

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 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C9**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-110: Relating to Personnel; approving and adopting amendments to the Town's Personnel Polices and Procedures, revising Chapter 6 - Performance Management and Employee Development by amending section 6-2-5 (A) "Criteria for Approval" (Curry C. Hale)

Discussion:

The proposed revision to the Town's Personnel Policies and Procedures, Chapter 6 - Performance Management and Employee Development section 6-2-5 (A) "Criteria for Approval" adds an undergraduate or graduate degree in a field that has applicability to the Town's business (e.g., business, criminal justice, engineering, finance, information technology, public administration).

Staff Recommendation:

Staff recommends approval and adoption of amendments to the Town's Personnel Policies and Procedures, Chapter 6 - Performance Management and Employee Development section 6-2-5 (A) "Criteria for Approval".

Suggested Motion:

I move to adopt Resolution No. 2021-110 approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 6 - Performance Management and Employee Development section 6-2-5 (A) "Criteria for Approval".

Attachments

MARANA RESOLUTION NO. 2021-110

RELATING TO PERSONNEL; APPROVING AND ADOPTING AMENDMENTS TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES, REVISING CHAPTER 6 - PERFORMANCE MANAGEMENT AND EMPLOYEE DEVELOPMENT BY AMENDING SECTION 6-2-5(A) "CRITERIA FOR APPROVAL"

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 Council finds that adoption of the amendments to the Town's Personnel Policies and Procedures as set forth in this resolution is in the best interests of the Town and its employees.

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

SECTION 1. Policy 6-1 of the Town's Personnel Policies and Procedures, entitled "Performance Management" is hereby amended as follows (with deletions shown with ~~strikeouts~~ and additions shown with double underlining):

POLICY 6-2 EDUCATION ASSISTANCE

[No revisions to Sections 6-2-1 through 6-2-4

Section 6-2-5 Criteria for Approval

A. All ~~C~~courses shall be directly related either to the employee's present job or to a position within the Town to which the employee could logically progress in the future ~~,and courses shall have~~ or a part of a planned program leading to an undergraduate or graduate degree in a field that has applicability to Town business (e.g., accounting, engineering, criminal justice).

B. Courses shall be taken on the employee's own time, during off duty hours.

C. Courses shall be taken at accredited colleges, universities or community colleges or at Town-approved vocational and trade schools.

[No revisions to Sections 6-2-6 and 6-2-7]

SECTION 2. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this resolution are hereby repealed, effective as of the effective date of this resolution.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C10**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Cherry L. Lawson, Town Clerk

Date: August 3, 2021

Subject: Approval of the Regular Council Meeting Summary Minutes of June 15, 2021, the Special Council Meeting Summary Minutes of June 15, 2021, and the June 22, 2021 Council Study Session Meeting Summary Minutes (Cherry L. Lawson)

Attachments

Regular Council Meeting Summary Minutes, 06/15/2021
Special Council Meeting Summary Minutes, June 15, 2021
Council Study Session Meeting Summary Minutes, 06/22/2021

MARANA TOWN COUNCIL

REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 15, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Vice Mayor Post called the meeting to order at 6:00 PM and directed the Clerk to call the roll. **Mayor Honea (Excused), Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.**

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Vice Mayor Post.**

APPROVAL OF AGENDA

Council Member Comerford moved and Council Member Ziegler second the motion to remove Item C5 from the Consent Agenda, and move it to Item A2 for discussion, and approve the remaining agenda as presented. Motion passes, 6-0.

CALL TO THE PUBLIC

Vice Mayor Post open the meeting to receive public comments. No comments were offered.

PROCLAMATIONS

PR1 Proclamation recognizing Audra Winters (Cherry L. Lawson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

No reports from the Council.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported the May Executive Report is available online, and the June Executive Report will be available after the July 4th holiday. The Town has issued 59 single-family housing permits this month. However, last June the Town issued 111 single-family housing permits. He reminded Council that the Town conducted an executive search for the new Airport Manager. Barbara Hempel will begin her employment with the Town on June 21. He thanked **Assistant to the Town Manager Heath Vescovi-Chiordi** for stepping up to oversee the Airport while the search was conducted for the new Airport Manager.

The Town will host the Star Spangled Banner 4th of July Celebration, and will be the only jurisdiction in Pima County hosting a 4th of July celebration event. This event is scaled down from past years events. He thanked **Communications Manager Vic Hathaway and Special Events Coordinator Monique Hagberg** and the Communications team for their efforts to bring this event forward.

Marana Police Department held a badge pinning ceremony for up to nine (9) officers. During the event, four (4) officers were awarded for saving the life of a man who went into cardiac arrest.

PRESENTATIONS

P1 Relating to Budget; presentation of third quarter results (July-March) for the Town's General Fund and other selected major funds for the 2020-2021 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis provided a PowerPoint Presentation of the third quarter results (July-March) for the Town's General Fund and other selected major funds for the 2020-2021 fiscal year. *(A copy of the presentation is available on the Town's website for review.)*

CONSENT AGENDA

C1 Resolution No. 2021-079: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2021-2022 to support operation of

the Marana Visitor Center and provision of services to the Marana community (Jane Fairall)

C2 Resolution No. 2021-080: Relating to Police Department; approving and authorizing the Mayor and the Police Chief to execute an Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County (Libby Shelton)

C3 Resolution No. 2021-081: Relating to Administration; approving the Travel and Training for Elected and Appointed Officials Administrative Directive for application to the Town's elected and appointed officials.

C4 Resolution No. 2021-082: Relating to Development; approving a final block plat for Marana Tech Center Blocks A & B located at the southwest corner of Tangerine Road and Breakers Road (Brian D. Varney)

C5 Resolution No. 2021-083: Relating to Water; approving and authorizing the Mayor to sign "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water (Jing Luo) *Item pulled from the Consent Agenda for discussion as Item A2.*

C6 Resolution No. 2021-084: Relating to Real Estate; approving and authorizing the Mayor to execute the Second Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N. Lon Adams Road (Jane Fairall)

C7 Resolution No. 2021-085: Relating to Development; approving a final plat for Gladden Farms Block 35, Lots 1-3, located south of West Hancock Drive, east of North Amberwood Place, and West of Midfield Road (Anita McNamara)

C8 Resolution No. 2021-086: Relating to Development; approving the Final Plat for Saguaro Reserve I at Dove Mountain, Lots 1-38, 41-173, Block "1" (Future Residential) and Common Areas "A" (Private Streets) and "B" (Open Space / Drainage) located north of and at the west end of Dove Mountain Boulevard within Sections 16 and 21, Township 11 South and Range 12 East (Brian D. Varney)

C9 Resolution No. 2021-087: Relating to Development; approving a final plat for Alexander Apartments Blocks 1 and 2 located at the southwest corner of Aerie Drive and Thornydale Road (Cynthia Ross)

C10 Resolution No. 2021-088: Relating to Development; approving a final plat for QuikTrip 1469 Parcel 1, Lots 1-2; located at the northeast corner of West Ina Road and North Starcommerce Way. (Anita McNamara)

C11 Resolution No. 2021-089: Relating to Development; approving a final plat for Sierra Pointe Lots 1-27 and Common Areas "A" and "B" located on the west side of Coachline Boulevard approximately 0.2 miles north of Silverbell Road (Cynthia Ross)

C12 Resolution No. 2021-090: Relating to Development; approving a Release of Assurances for Desert Oasis at Twin Peaks subdivision and accepting public improvements for maintenance (Gus Myers)

C13 Resolution No. 2021-091: Relating to Addressing; renaming five streets located in Rancho Marana 154, Block 4, located generally at the northwest corner of Tangerine Farms Road and Clark Farms Boulevard (Jacob Payne)

C14 Resolution No. 2021-092: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners for 2021-2022 (Laine McDonald)

C15 Resolution No. 2021-093: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these undercover police vehicles and to obtain vehicle registrations for new undercover vehicles to be used in felony investigations or activities of a confidential nature (Libby Shelton)

C16 Resolution No. 2021-094: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2021 through June 30, 2022 (Jane Fairall)

C17 Resolution No. 2021-095: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2022 (Heath Vescovi-Chiordi)

C18 Approval of the Regular Council Meeting Summary Minutes of June 1, 2021, and the Council Study Session Meeting Summary Minutes of June 8, 2021 (Cherry L. Lawson)

Council Member Kai moved and Council Member Officer second the motion to approve the Consent Agenda as presented. Motion passes, 6-0.

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743 (Cherry L. Lawson)

Town Clerk Cherry Lawson provided a brief overview of the request for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743.

Council Member Ziegler moved and Council Member Kai second the motion to approve and submit to the DLLC an order recommending approval of an application for a new series #12 Restaurant Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Cracker Barrel, located at 8400 North Cracker Barrel Road, Tucson, Arizona 85743. Motion passes, 6-0.

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2021-096: Relating to Boards, Commissions, and Committees; making appointments to the Town of Marana Planning Commission (David L. Udall)

Associate Town Attorney David Udall provided an overview of Resolution No. 2021-096 making appointments to the Town of Marana Planning Commission. Stating there are currently four (4) vacancies on the Marana Town Planning Commission, three of the vacancies are full-terms that would expire in 2025. One of the vacancies is a result of a resignation. That involves is a two-year term that would expire in 2023. Town staff had publish a notice soliciting applications for the vacancies, and received five (5) applications from the following applicants: Ronald Hill, David Bowen, Joseph Parsons, Christopher DeYoung and Don Duncan. Each of the applicants meets the Towns requirements for serving on the Planning Commission.

Mr. Udall deferred to **Council Member Ziegler** as **Chairperson** of the Council Committee for Planning Commission and Board of Adjustments for its recommendations.

Council Member Ziegler thanked each of the applicants who submitted an application to serve on the Planning Commission. The recommendations are as follows: Don Duncan, four-year term; Ronald Hill, four-year term; newly appoint David Bowen, four-year term; and Joseph Parsons, two-year term.

Council Member Comerford moved and Council Member Craig second the motion appointing Don Duncan, Ronald Hill and David Bowen to the Town of Marana Planning Commission for a term ending June 30, 2025, and Joseph Parsons to the Town of Marana Planning Commission for a term ending June 30, 2023. Motion passes, 6-0.

B2 Resolution No. 2021-097: Relating to Boards, Commissions, and Committees; approving the appointment of George Kennedy to the Marana Public Safety Personnel Retirement System (PSPRS) local board (David L. Udall)

Mr. Udall provided an overview of Resolution No. 2021-097 approving the appointment of George Kennedy to the Marana Public Safety Personnel Retirement System (PSPRS) local board.

Council Member Comerford moved and Council Member Officer second the motion approving the appointment of George Kennedy to the Marana Public Safety Personnel Retirement System (PSPRS) local board for a term ending June 30, 2025. Motion passes, 6-0.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2021.010: Relating to Development; adopting comprehensive revisions to and reformatting and consolidating Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; reformatting Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; adopting comprehensive revisions to Marana Town Code Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General Development Regulations); and adopting other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code; and designating an effective date (Steven Cheslak)

Resolution No. 2021-098: Relating to Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2021.010 comprehensive revisions to and reformatting and consolidation of Marana Land Development Code Section 05.01 (Establishment of Zones), Section 05.02 (Regulations Within Zones A-E), Section 05.03 (Significant Land Use Change (Applies only to Zones A-E)), Section 05.05.08 (Manufactured Homes in Zone A, B, & C), Section 05.06 (Zone F – Specific Plans), Section 05.10 (New Zones Established), Section 08.06 (Residential Design), Section 08.07 (Commercial Design Standards), Title 17 (Environmental Resource Preservation, Native Plant Protection and Landscape Requirements), Title 19 (Standards for Grading and Related Site Work), and Title 20 (Protection of Cultural Resources) into Title 17 (Land Development) of the Marana Town Code; reformatting Title 24 (Overlay District Regulations) of the Marana Land Development Code into Title 17 (Land Development) of the Marana Town Code; adopting comprehensive revisions to Marana Town Code

Chapters 17-1 (Title, Intent, Purpose and Definitions), 17-5 (Subdivisions) and 17-6 (General Development Regulations); and adopting other various revisions to Chapters 17-3 (Administration and Enforcement), 17-9 (Parking), 17-15 (Floodplain and Erosion Hazard Management Code), and 17-16 (Stormwater Management) of the Marana Town Code (Steven Cheslak)

[6:24 PM Minutes:] Vice Mayor Post open the meeting for public testimony.

Principal Planner Steven Cheslak provided an overview of Ordinance No. 2021.010 and Resolution No. 2021-098 adopting the comprehensive revisions to and reformatting and consolidating Marana Land Development Code, and declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2021.010 comprehensive revisions to and reformatting and consolidation of Marana Land Development Code. He thanked Council, Legal Department, Community Development and Neighborhood Services, along with former **Town Attorney Frank Cassidy**, and so many others who were involved in bringing this item forward as it took over 10 years to bring it forward to completion.

Vice Mayor Post stated if a preliminary plat does not come to Council, he ask whether the developer would run the risk having a plat come before Council whereby someone else has some concerns with. With the new process for review of the preliminary plat becoming administrative, when would the Council have an opportunity to review the plat?

Town Attorney Jane Fairall responded stating even at the final plat stage, it is a ministerial document. Staff reviews the plat against the General Plan, the zoning for that property and other code provisions. If it checks all of the boxes, there is really nothing for the Council to do other than to approve it. That is the reason why these items come before Council on the consent agenda. The point where Council exercises its discretion is at the zoning stage.

Council Member Comerford congratulated all who worked on this item to bring it forward.

[6:43 PM Minutes:] Vice Mayor Post closed the meeting to public testimony.

Council Member Comerford moved and Council Member Officer second the motion to adopt Ordinance 2021.010 and Resolution 2021-098, adopting the comprehensive revisions and reformatting of Sections 5 (part), 8 (part), 17, 19, & 20 of the Land Development Code into Title 17 of the Town Code; reformatting of Title 24 of the Land Development Code into Title 17 of the Town Code; comprehensive revisions to Town Code chapters 17-1, 17-4,17-5, and 17-6; and other revisions to Title 17 of the Town Code; and making them a public record. Motion passes, 6-0.

C5 Resolution No. 2021-083: Relating to Water; approving and authorizing the Mayor to sign "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water (Jing Luo) *Item pulled from the Consent Agenda.*

Water Director Jing Luo provided an overview of the "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority.

Council Member Kai asked what the priority level is for the water, asking whether it is the same priority as the MNI water. **Ms. Luo** replied stating the NIA water is like priority as compared to MNI; however, it is still from the CAP water cannel that it is one priority level lower than an MNI.

Vice Mayor Post stated in reviewing the notes, this is subject to cuts depending on the level of the lake. Even though it can be cut, he asked whether it would meet the 100-year requirement for water supply. **Ms. Luo** stated it would help the Town to supply water to support development in the Town of Marana, that with the cut, they have stated within the agreement that the subcontract will have a meeting with CAP. She provided as an example, if the Town keep a tier one based upon the Bureau of Reclamation water shortage, at the second year mark, they would try to do all that they could do to meet the Town's allocation in that first year of 515 acre-feet. The second year the Town may keep the tier one cut shortage they would only provide 75%. If it goes onto higher tiers, there would be additional cuts.

Vice Mayor Post inquired about the O&M and whether the Town would pay 2000 per acre-feet on that. **Ms. Luo** replied affirming the amount stating that 2000 per acre-feet is that initial cost for payback (as it is her understanding) to pay back the previous capital costs. The annual cost (second part of the fee structure) that includes the annual and water delivery cost. The capital cost relates to the O&M cost that happens to the system, and the water delivery cost are associated with the energy cost.

Vice Mayor Post asked whether there is any other CAP water available. **Ms. Luo** stated there may be some but cannot state. This contract allows Town staff to be at the table in the event water does become available. If that should occur, Town staff will bring that information forward.

Council Member Craig asked how this affects the Town's dedicated water supply amount since the NIA water may disappear periodically as the Town receives most of its CAP. **Ms. Luo** replied stating based upon the conversations the Town has had CAP representatives, they project they will fulfill approximately 50% of the Town's allocation over the years. The Town has factored that into its water portfolio. Instead of including 515 acre-feet of water into the Town's portfolio, the Town only included 50%.

Deputy Town Manager Erik Montague stated with respect to the overall water supply, Town staff is currently in the process of preparing the analysis, and we anticipate coming back to Council after the July break. It has been sometime since the Town has discussed its water portfolio with the Council. Tonight's action will help to supplement the Town's position in its water portfolio; however, the Town will have a detail update to its position once the Council resumes its meeting in August.

Council Member Kai suggested the Town look at the City of Quartzsite, as they have an allocation that he does not believe they will use. It may require a pipeline in order to move the water.

Council Member Ziegler moved and Council Member Officer second the motion to approve Resolution No. 2021-083 approving and authorizing the Mayor to sign "NIA Subcontract No. 21-XX-30-W0697" among the United States, the Central Arizona Water Conservation District, and the Town of Marana; and authorizing town staff to undertake all other necessary or prudent steps to finalize the reallocation of 515 acre-feet of Central Arizona Project NIA Priority Water. Motion passes, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to the Marana Town Code; update, discussion, and direction regarding implementation of the Town's first Neighborhood Preservation Code (Lisa Shafer)

Community Development Director Lisa Shafer provided and overview of the Town's first Neighborhood Preservation Code. Discussion ensued with **Vice Mayor Post and Council** providing directions to staff on proceeding forward with the proposed Neighborhood Preservation Code for the Town of Marana.

Vice Mayor Post open the meeting to receive public comments.

David Parker discussed his experience in living in Marana in this transitional town that we currently live in. There has been a lot of change over the years. The Town needs reasonable tools to handle these issues. However, he does not believe the Town needs to go so far as to become a CCNR or become an HOA. He does not necessarily agree with the proposed draft code.

D2 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 (Terry Rozema)

Mr. Rozema reported that there are no new updates on legislation at the state or federal level. The legislature just reconvened on June 10. Unfortunately, they have not passed a budget as of yet. The house budget failed on a procedural vote in the Committee of the Whole. No alternative budget was presented or offered at that time. There is no consensus of the budget at this time. There is some conversation on presenting a skinny budget, which is similar to what was done last year. However, there could be a revision to the original proposed budget. Lastly, a special session was convened this day at 10:00 a.m. to discuss funding for wild fires in Arizona. They are looking to pass a $100M budget to deal with those fires.

D3 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2021-2022 final budget (Yiannis Kalaitzidis)

[7:52 PM Minutes:] Vice Mayor Post opened the meeting to receive public testimony.

Mr. Kalaitzidis provided an overview of the FY2022 Budget Timeline stating the Town is before the Council for approval in adopting the FY2021-2022 Final Budget. He is happy to report that the Town did not have any changes to the budget once Council approved the Tentative Budget. The Town is seeking Council approval to adopt the FY2022 budget in the amount of $158.9M, which includes the traditional $5M contingency amount in the General Fund, and $5M from the State of Arizona towards the I-10 widening road project.

On the revenue side, the League informed the Town that neither they nor any state agency intends to make any changes to regional revenue numbers that they shared with Marana.

Council Member Craig asked whether there is a possibility that Marana will not receive the $5M for Tangerine due to the situation at the state level. **Mr. Kalaitzidis** replied stating the Town do hope that there will not be any changes, as he is optimistic that the Town will receive those funds. **Mr. Rozema** concurred with **Mr. Kalaitzidis** statement.

[7:58 PM Minutes:] Vice Mayor Post closed the meeting to public testimony.

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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or

consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Planning Commission.

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

Vice Mayor Post asked for a motion to adjourn the meeting.

Council Member Kai, moved and Council Member Ziegler second the motion to adjourn the meeting. Motion passes 6-0. Meeting adjourned at 7:59PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 15, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL

SPECIAL COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 15, 2021, at or after 6:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Vice Mayor Post called the meeting to order at 8:00 PM and directed the Clerk to call the roll. **Mayor Honea (Excused), Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.**

APPROVAL OF AGENDA

Council Member Ziegler moved and Council Member Officer second the motion to approve the agenda as presented. Motion passes, 6-0.

COUNCIL ACTION

A1 Resolution No. 2021-099: Relating to Budget; adopting the Town of Marana's fiscal year 2021-2022 final budget (Yiannis Kalaitzidis)

Council Member Ziegler moved and Council Member Officer second the motion approving Resolution No. 2021-099 adopting the Town of Marana's fiscal year 2021-2022 final budget. Motion passes, 6-0.

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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

ADJOURNMENT

Vice Mayor Post asked for a motion to adjourn the meeting.

Council Member Ziegler, moved and Council Member Comerford second the motion to adjourn the meeting. Motion passes 6-0. Meeting adjourned at 8:01PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Special Council Meeting held on June 15, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

MARANA TOWN COUNCIL

STUDY SESSION MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, June 22, 2021, at or after 3:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
Patti Comerford, Council Member
Jackie Craig, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

SUMMARY MINUTES

DRAFT

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 3:00 PM and directed the Clerk to call the roll. **Vice Mayor Post, Council Members: Jackie Craig, Patti Comerford, Roxanne Ziegler, John Officer, and Herb Kai.**

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE: Led by **Mayor Honea** requesting a longer moment of silence partially in remembrance of Ed Stolmaker, former President and CEO of the Marana Chamber of Commerce who passed today.

APPROVAL OF AGENDA

Council Member Ziegler moved and Vice Mayor Post second the motion approving the agenda as presented. Motion passes unanimously, 7-0.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Resolution No. 2021-100: Relating to Administration; approving and authorizing the Town Manager to execute an agreement through the State of Arizona for

funding from the U.S. Department of the Treasury for Coronavirus Local Fiscal Recovery Funds as part of the American Rescue Plan Act (ARPA). (Kristin Taft)

Finance Director Yiannis Kalaitzidis provided an overview of Resolution No. 2021-100 approving and authorizing the Town Manager to execute an agreement through the State of Arizona for funding from the U.S. Department of Treasury for Coronavirus Local Fiscal Recovery Funds as part of the American Rescue Plan Act (ARPA).

Council Member Comerford moved and Council Member Ziegler second the motion adopting Resolution No. 2021-100 approving and authorizing the Town Manager to execute an agreement through the State of Arizona for funding from the U.S. Department of Treasury for Coronavirus Local Fiscal Recovery Funds as part of the American Rescue Plan Act (ARPA). Motion passes unanimously, 7-0.

D2 Resolution No. 2021-101: Relating to Water; approving Marana Water Department Water Service Area Maps; rescinding and replacing Marana Resolution No. 2016-013; and delegating authority to the Marana Water Director to update certain information in the Water Service Area Maps (Jing Luo)

Water Director Jing Luo provided a PowerPoint Presentation overview of Resolution No. 2021-101 approving Marana Water Department Water Service Area Maps; rescinding and replacing Marana Resolution No. 2016-013; and delegating authority to the Marana Water Director to update certain information in the Water Service Area Maps.

Council Member Kai moved and Council Member Comerford second the motion to adopt Resolution No. 2021-101 approving Marana Water Department Water Service Area Maps; rescinding and replacing Marana Resolution No. 2016-013; and delegating authority to the Marana Water Director to update certain information in the Water Service Area Maps. Motion passes unanimously, 7-0.

D3 Relating to Budget; presentation, discussion and possible direction regarding funding sources to support service levels in a growing community (Terry Rozema and Erik Montague)

Town Manager Terry Rozema and Deputy Town Manager Erik Montague provided an overview stating this is to advance the March 2021 discussion and seek additional direction on options to ensure continued investment in service programs and infrastructure. Those investments will help the Town continues to grow while also providing desired services levels and improvements required by our current and future residents.

Mayor Honea and Council discussed the aspects of the proposed half-cent sales tax, and proposed projects with Town staff and provided directions for staff to move forward.

Council Member Kai moved and Council Member Officer second the motion directing Town staff to move forward with imposing a half-cent sales tax for the new community and aquatics centers and keeping it as a permanent tax for other public infrastructure that the Town of Marana will need. Motion passes unanimously, 7-0.

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), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

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

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post, moved and Council Member Comerford second the motion to adjourn the meeting. Motion passes, 7-0. Meeting adjourned at 4:16PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes for the Study Session Meeting of the Marana Town Council meeting held on June 22, 2021. I further certify that a quorum was present.

_____

Cherry L. Lawson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 08/03/2021

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
1. Leverage the Town's coordinating capability to facilitate enhanced customer interaction with multiple governmental and external agencies.

a. Ensure Marana residents and business owners experience excellent customer service interactions.

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2945, located at 12030 North Dove Mountain Boulevard, Marana, Arizona 85658 (Cherry L. Lawson)

Discussion:

This is an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License at Speedway #2945, located at 12030 North Dove Mountain Boulevard, Marana, Arizona 85658.

Per advisement from Detective Risa Williams with the Arizona Department of Liquor, the application was not required to be posted for 20 days at the premises where the business is to be conducted.

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:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2945, located at 12030 North Dove Mountain Boulevard, Marana, Arizona 85658.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2945, located at 12030 North Dove Mountain Boulevard, Marana, Arizona 85658.

Attachments

Redacted Application #2945

State of Arizona
Department of Liquor Licenses and Control

Created 06/14/2021 @ 02:46:56 PM

Local Governing Body Report

LICENSE

Number:	MULTI- SEE ATTACHED LIST
Name:	MULTI- SEE ATTACHED LIST
Location:	MULTI- SEE ATTACHED LIST
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(520)682-7798
Alt. Phone: Email:	

Currently, this license has pending applications.

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	WESTERN REFINING RETAIL LLC
Contact Name:	ANDREA LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	R19547476 State of Incorporation: DE
Incorporation Date:	10/02/2014
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

Officers / Stockholders

Name:	Title:	% Interest:
SPEEDWAY WESTERN HOLDINGS LLC	Member	100%
GLENN MICHAEL PLUMBY	President	
ROGER KENNETH BURTON	Vice-President	
KIMBERLY KAREN DUNCAN	Secretary	
CARINA ECKARD DUFFY	Treasurer	
MATTHEW LEVI YODER	Senior Vice-President	

APPLICATION INFORMATION

Application Number:	152695
Application Type:	Multi-License Acquisition of Control
Created Date:	06/14/2021

SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
10103749	SPEEDWAY #2983	6777 N SANDARIO Road	AVRA	Pima	AZ	85743	NO - Pima County	5206827798
10023148	SPEEDWAY #2972	104 E 4TH Street	BENSON	Cochise	AZ	85602	YES	5205867944
10023150	SPEEDWAY #2975	504 HWY 92	BISBEE	Cochise	AZ	85603	YES	5204323113
10113257	SPEEDWAY #2970	780 N ARIZONA Boulevard	COOLIDGE	Pinal	AZ	85128	YES	5207239438
10133285	SPEEDWAY #2883	999 S MAIN Street	COTTONWOOD	Yavapai	AZ	86326	YES	9286348459
10023151	SPEEDWAY #2976	101 E 16TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203645662
10023152	SPEEDWAY #2977	1060 18TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203647431
10023156	SPEEDWAY #2991	1807 10TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203647003
9030044	SPEEDWAY #2887	1050 S MILTON Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287799915
9030050	SPEEDWAY #2886	101 E BUTLER Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287748073
10033203	SPEEDWAY #2885	2300 E BUTLER Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287737783
10033209	SPEEDWAY #2891	2161 E ROUTE 66	FLAGSTAFF	Coconino	AZ	86004	YES	6022861922
10033214	SPEEDWAY #2931	1010 N COUNTRY CLUB Drive	FLAGSTAFF	Coconino	AZ	86004	YES	9287748073
10113255	SPEEDWAY #2964	520 N PINAL Parkway	FLORENCE	Pinal	AZ	85132	YES	5208689500
10113256	SPEEDWAY #2967	649 N PINAL Parkway	FLORENCE	Pinal	AZ	85132	YES	5208688915
10043074	SPEEDWAY #2979	1690 E ASH Street	GLOBE	Gila	AZ	85501	YES	9284254275
10023147	SPEEDWAY #2962	5620 S HWY 92	HEREFORD	Cochise	AZ	85615	NO - Cochise County	5203789307
9090009	SPEEDWAY #2999	410 W HOPI Drive	HOLBROOK	Navajo	AZ	86025	NO - Navajo County	9285243439
9090047	SPEEDWAY #3001	1653 W WHITE MOUNTAIN Boulevard	LAKESIDE	Navajo	AZ	85929	YES	9283686816
10103748	SPEEDWAY #2980	15841 W EL TIRO Road	MARANA	Pima	AZ	85653	NO - Pima County	5206826753
10103784	SPEEDWAY #2945	12030 N DOVE MOUNTAIN Boulevard	MARANA	Pima	AZ	85642	YES	5207446280
10070012671	SPEEDWAY #1509	7226 S ELLSWORTH Road	MESA	Maricopa	AZ	85212	YES	4806136556
10103767	SPEEDWAY #2987	12885 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207423275
10103769	SPEEDWAY #2986	10505 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207423275
10103770	SPEEDWAY #2936	8080 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207429880
9040025	SPEEDWAY #2890	2010 N BEELINE Highway	PAYSON	Gila	AZ	85541	YES	9284743891
10043077	SPEEDWAY #2884	701 E HWY 260	PAYSON	Gila	AZ	85541	YES	9284745200
10043078	SPEEDWAY #2951	910 S BEELINE Highway	PAYSON	Gila	AZ	85541	YES	9284749732
10053032	SPEEDWAY #2981	325 E HWY 70	PIMA	Graham	AZ	85543	YES	9284853040
10053030	SPEEDWAY #2961	1780 W HWY 70	SAFFORD	Graham	AZ	85546	YES	9284282853
10053033	SPEEDWAY #2984	750 8TH Avenue	SAFFORD	Graham	AZ	85546	YES	9284285550
10053034	SPEEDWAY #2982	105 E HWY 70	SAFFORD	Graham	AZ	85546	YES	9284280255
10053038	SPEEDWAY #2990	300 W HWY 70	SAFFORD	Graham	AZ	85546	YES	9284284011
10103738	SPEEDWAY #2960	795 W VIA RANCHO SAHUARITA	SAHUARITA	Pima	AZ	85629	YES	5202077039
10133284	SPEEDWAY #2888	6509 HWY 179	SEDONA	Yavapai	AZ	86351	YES	9282849385
10133286	SPEEDWAY #2881	2960 W SR 89A	SEDONA	Yavapai	AZ	86336	YES	9282820038
9090001	SPEEDWAY #3002	HWY 60 E-1981 E DEUCE OF CLUBS	SHOW LOW	Navajo	AZ	85901	YES	9285372370

SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
9090043	SPEEDWAY #2889	1790 S WHITE MOUNTAIN Road	SHOW LOW	Navajo	AZ	85901	YES	9285373452
10093077	SPEEDWAY #2950	331 W DEUCE OF CLUBS	SHOW LOW	Navajo	AZ	85901	YES	9285373451
9020052	SPEEDWAY #2973	5217 S HWY 92	SIERRA VISTA	Cochise	AZ	85635	YES	5203786981
10023149	SPEEDWAY #2974	1497 E FRY Boulevard	SIERRA VISTA	Cochise	AZ	85635	YES	5204586330
9090045	SPEEDWAY #3003	310 N MAIN	TAYLOR	Navajo	AZ	85939	YES	9285367792
10053031	SPEEDWAY #2971	3775 W MAIN Street	THATCHER	Graham	AZ	85552	YES	9284283280
10053036	SPEEDWAY #2949	2211 W US HWY 70	THATCHER	Graham	AZ	85552	YES	9284283131
10053037	SPEEDWAY #2989	2946 W HWY 70	THATCHER	Graham	AZ	85552	YES	9284282553
10103737	SPEEDWAY #2959	11200 S SIERRITA MOUNTAIN Road	TUCSON	Pima	AZ	85736	NO - Pima County	5204325861
10103739	SPEEDWAY #2963	3902 E SPEEDWAY Boulevard	TUCSON	Pima	AZ	85712	YES	5203232554
10103740	SPEEDWAY #2965	4301 E BROADWAY Boulevard	TUCSON	Pima	AZ	85711	YES	5203257820
10103741	SPEEDWAY #2966	6280 E BROADWAY Boulevard	TUCSON	Pima	AZ	85711	YES	5207480848
10103742	SPEEDWAY #2969	6890 N SANDARIO Road	TUCSON	Pima	AZ	85743	NO - Pima County	5206167544
10103747	SPEEDWAY #2978	6225 W AJO Highway	TUCSON	Pima	AZ	85735	NO - Pima County	5208832700
10103757	SPEEDWAY #2994	761 W AJO Way	TUCSON	Pima	AZ	85713	YES	5202948490
10103758	SPEEDWAY #2938	7335 S HOUGHTON Road	TUCSON	Pima	AZ	85747	YES	5206641530
10103760	SPEEDWAY #2948	5000 E VALENCIA Road	TUCSON	Pima	AZ	85706	YES	5206297710
10103761	SPEEDWAY #2935	4390 N 1ST Avenue	TUCSON	Pima	AZ	85719	YES	5206635420
10103762	SPEEDWAY #2985	7810 N SILVERBELL Road	TUCSON	Pima	AZ	85743	NO - City of Marana	5205796407
10103763	SPEEDWAY #2992	4180 W INA Road	TUCSON	Pima	AZ	85741	NO - City of Marana	5207442813
10103764	SPEEDWAY #2944	1850 E PRINCE Road	TUCSON	Pima	AZ	85719	YES	5207955115
10103766	SPEEDWAY #2998	2750 S KOLB Road	TUCSON	Pima	AZ	85730	YES	5205717963
10103768	SPEEDWAY #2997	9491 E 22ND Street	TUCSON	Pima	AZ	85710	YES	5208862960
10103771	SPEEDWAY #2934	6150 S KOLB Road	TUCSON	Pima	AZ	85706	YES	5206635420
10103772	SPEEDWAY #2933	3550 N CAMPBELL Avenue	TUCSON	Pima	AZ	85719	YES	5203236343
10103773	SPEEDWAY #2932	8845 E TANQUE VERDE Road	TUCSON	Pima	AZ	85749	YES	5207493024
10103774	SPEEDWAY #2937	7910 E GOLF LINKS Road	TUCSON	Pima	AZ	85730	YES	5208853643
10103780	SPEEDWAY #2943	2075 W RUTHRAUFF	TUCSON	Pima	AZ	85705	NO - Pima County	5202932161
10103781	SPEEDWAY #2942	6855 E SUNRISE Drive	TUCSON	Pima	AZ	85750	NO - Pima County	5205770849
10103782	SPEEDWAY #2941	7085 E BROADWAY Boulevard	TUCSON	Pima	AZ	85710	YES	5202960372
10103783	SPEEDWAY #2940	1169 W IRVINGTON Road	TUCSON	Pima	AZ	85746	YES	5205737069
10023155	SPEEDWAY #2988	211 N HASKELL	WILLCOX	Cochise	AZ	85643	YES	5203843052
10043073	SPEEDWAY #2968	105 W HWY 177	WINKELMAN	Gila	AZ	85192	NO - Gila County	5203566616
10143163	SPEEDWAY #2952	2830 S PACIFIC Avenue	YUMA	Yuma	AZ	85364	YES	9287294766
10143164	SPEEDWAY #2954	895 S 4TH Avenue	YUMA	Yuma	AZ	85364	YES	9287836121
10143165	SPEEDWAY #2955	2900 S 4TH Avenue	YUMA	Yuma	AZ	85364	YES	9283441417
10143166	SPEEDWAY #2957	351 E 16TH Street	YUMA	Yuma	AZ	85364	YES	9288190268

SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
10143167	SPEEDWAY #2953	3200 E 32ND Street	YUMA	Yuma	AZ	85365	YES	9283440160
10143168	SPEEDWAY #2956	2381 S AVE B	YUMA	Yuma	AZ	85364	YES	9283766573
10143169	SPEEDWAY #2958	10800 E N FRONTAGE Road	YUMA	Yuma	AZ	85367	YES	9283422696

WESTERN REFINING RETAIL, LLC

OWNERSHIP CHART | 05/12/2021

'21 JUN 14 Liqr. Lic. PM 2:42

No one owns 10% or more

Seven & I Holdings Co., Ltd.
(Japanese public company)
Shareholder 100%c

Seven-Eleven Japan Co., Ltd.
(Japanese private company)
Shareholder 100%

SEJ Asset Management & Investment Co., Inc.
(Delaware corporation)
Shareholder 100%

- Stanley Reynolds: VP
- Rankin Gasaway: VP

7-Eleven, Inc.
Member 100%

- Joseph Depinto, Pres/CEO
- Rankin Gasaway: EVP/Sec
- Stanley Reynolds: EVP/CFO
- Arthur Rubinett: Asst. Sec.

SEI Speedway Holdings LLC
Member 100%

- David Colletti Jr.: Pres
- David Seltzer: Treas
- Lillian Kirstein: Sec

Speedway Western Holdings LLC
Member 100%

- Matthew Yoder, *SVP*

WESTERN REFINING RETAIL, LLC
Licensee

- Glenn M. Plumby, *Pres.*
- Matthew Yoder, *SVP*
- Roger Burton, *VP*
- Carina E. Duffy, *Treas.*
- Kimberly K. Duncan, *Sec*

Arizona Department of Liquor Licenses and Control '21 JUN 14 Liq. Lic. PM 2:43
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fp Current 10/10/19

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED JLO # 152678

1. Check the Appropriate Box →

☐ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: ARIZONA

4. Place of birth: MANKATO (City) MN (State) USA (COUNTRY (not county)) Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN

5. Name of current/most recent spouse: LEWKOWITZ (Last) HAROLD (First) JEROME (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/1961

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC
			2600 N CENTRAL AVENUE, STE. 1775
			PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/1999	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☒No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☒No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☒No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☒No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 02/12/2025 (Date)

14 (Day) Day of APRIL (Month), 2021 (Year)

AMY L SCHROFF
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2025
Commission # 605847

amy l schroff
(Signature of Notary)

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

'21 JUN 14 Liq. Lic. PM 2:43

LEWKOWITZ
LAW OFFICE, PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

April 14, 2021

Jennifer Benson, Licensing Manager
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Ms. Benson:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

Andrea D. Lewkowitz

ADL/als

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

2014 JUN 14 Liq. Lic. PM 2:43

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fp Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #1582195

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: DEPINTO (Last) JOSEPH (First) MICHAEL (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: CHICAGO (City) IL (State) USA (COUNTRY (not county)) Height: 5' 10' Weight: 205 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: DEPINTO (Last) INGRID (First) HYE-KNUDSEN (Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
12/2005	CURRENT	PRESIDENT/CEO	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

Individuals requiring ADA accommodations please call (602)542-2889

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2017	CURRENT	[redacted]
08/2007	10/2017	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) JOSEPH MICHAEL DEPINTO hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of Texas County of Dallas

The foregoing instrument was acknowledged before me this

My Commission Expires on: 7-19-2024 Date

9 Day of March Month 2021 Year

CHARMAINE C. SHIER
Notary Public, State of Texas
My Comm. Expires 07-19-2024
Notary ID 129127780-8

[signature] Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) SIGNATURE: _____

Individuals requiring ADA accommodations please call (520)382-2888

#18)

'21 JUN 14 Liq. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However. some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Joseph M. DePinto, President & CEO of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:43

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Ap Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #152695

1. **Check the Appropriate Box** → ☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: GASAWAY (Last) RANKIN (First) LEE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: AUGUSTA (City) GA (State) USA (COUNTRY (not county)) Height: 6' 0" Weight: 210 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: GASAWAY (Last) JENNIFER (First) JOANN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2012	CURRENT	SVP/GC/SEC	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063
12/1991	8/2012	SENIOR COUNSEL	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2016	CURRENT	[redacted]
09/1992	06/20/2016	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) RANKIN LEE GASAWAY hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this 10th Day of March Month 2021 Year

My Commission Expires on: 9/23/2021 Date

NOTARY PUBLIC STATE OF TEXAS SUZANNE HARRISON Notary Public, State of Texas My Comm. Expires 09-23-2021 Notary ID 252632-3

[signature] Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) **SIGNATURE:** _____

#(5)

'21 JUN 14 Liqr. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However. some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Rankin L. Gasaway, SVP/GC/SEC of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:43

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fee Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #152695

1. **Check the Appropriate Box** →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: REYNOLDS (Last) STANLEY (First) WAYNE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: ARKADELPHIA (City) AR (State) USA (COUNTRY (not county)) Height: 5' 11" Weight: 180 Eyes: GRN Hair: BLN

5. Name of current/most recent spouse: REYNOLDS (Last) TAMMRA (First) DENISE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/1997	CURRENT	EVP/CFO/CAO	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2011	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Stanley Wayne Reynolds hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-28-2023 10th Day of MARCH, 2021

BRENDA K. CARPENTER
Notary Public, State of Texas
Comm. Expires 10-28-2023
Notary ID 11779104

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) SIGNATURE: _____

#18)

'21 JUN 14 Liq. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

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10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: Stanley W. Reynolds

Stanley W. Reynolds, EVP/CFO/CAO of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Fp Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #15269

1. **Check the Appropriate Box** →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: RUBINETT (Last) ARTHUR (First) EDWIN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: DALLAS (City) TX (State) USA (COUNTRY (not county)) Height: 6' 0" Weight: 200 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: RUBINETT (Last) MARCIA (First) NONE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/1998	CURRENT	ASSOCIATE GC/ASST. SECRETARY	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/1998	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ARTHUR EDWIN RUBINETT hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date) 10 (Day) Day of March (Month) 2021 (Year)

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A **SIGNATURE:** _____
(AGENT)

#18)

'21 JUN 14 Liq. Lic. PM 2:44

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

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The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature:_____

Arthur E. Rubinett, Assistant Secretary of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. $05.00

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

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Liquor License#: SEE ATTACHED #152695

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Colletti, Jr., David Joseph (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Texas

4. Place of birth: Philadelphia PA USA (City / State / COUNTRY (not county)) Height: 6'0" Weight: 196 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Colletti, Laura Elena (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2012	CURRENT	VP-M&A	7-Eleven, Inc. 3200 Hackberry Rd., Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/2020	CURRENT	[redacted]43
04/2012	12/2020	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) David Joseph Colletti, Jr. hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date) 28 (Day) Day of April (Month) 2021 (Year)

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

_____ Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

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

'21 JUN 14 Liq. Lic. PM 2:44

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. 805.024

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #152697

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Seltzer, David Lee (Last / First / Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Texas

4. Place of birth: Dallas TX USA (City / State / COUNTRY (not county)) Height: 5'7" Weight: 165 Eyes: Blue Hair: Blond

5. Name of current/most recent spouse: Seltzer, M'Liss Leah (Last / First / Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2003	CURRENT	VP& TR	7-Eleven, Inc. 3200 Hackberry Rd., Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
05/2006	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** David Lee Seltzer hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: X _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date) 28 (Day) Day of April (Month), 2021 (Year)

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252612-3

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. $05.02

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #157695

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Kirstein, Lillian Fouche — Birth Date [redacted] (NOT a public record)
   Last First Middle
3. Social Security # [redacted] Driver License#: [redacted] State: Texas
4. Place of birth: Shreveport LA USA Height: 5'5" Weight: 130 Eyes: Blue Hair: Blond
   City State COUNTRY (not county)
5. Name of current/most recent spouse: deceased — Birth Date: ___/___/___ (NOT a public record)
   Last First Middle
6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____
7. Daytime telephone number: [redacted] E-mail address: [redacted]
8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED
9. Business Location Address: SEE ATTACHED
   Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2012	CURRENT	VP & Deputy GC	7-Eleven, Inc. 3200 Hackberry Rd, Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2017	CURRENT	[redacted]
08/2016	03/2017	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☑No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** Lillian Kirstein hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: X [signature] State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 4/28/2021 (Date) 28 (Day) Day of April (Month), 2021 (Year)

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

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

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

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 152695/10103784 (Arizona application #)

2. County of: Pima County City/Town/County #: LL2021-23

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 3 (Day) of August (Month), 2021 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 152695/10103784 (Arizona liquor license application #),

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz (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 **L2**

Meeting Date: 08/03/2021

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
1. Leverage the Town's coordinating capability to facilitate enhanced customer interaction with multiple governmental and external agencies.

a. Ensure Marana residents and business owners experience excellent customer service interactions.

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2985, located at 7810 North Silverbell Road, Tucson, Arizona 85743 (Cherry L. Lawson)

Discussion:

This application is an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License at Speedway #2985, located at 7810 North Silverbell Road, Tucson, Arizona 85743.

Per advisement from Detective Risa Williams with the Arizona Department of Liquor, the application was not required to be posted for 20 days at the premises where the business is to be conducted.

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:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2985, located at 7810 North Silverbell Road, Tucson, Arizona 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2985, located at 7810 North Silverbell Road, Tucson, Arizona 85743.

Attachments

Redacted Application #2985

Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 06/14/2021 @ 02:46:56 PM

Local Governing Body Report

LICENSE

Number:	MULTI- SEE ATTACHED LIST
Name:	MULTI- SEE ATTACHED LIST
Location:	MULTI- SEE ATTACHED LIST
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(520)682-7798
Alt. Phone: Email:	

Currently, this license has pending applications.

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	WESTERN REFINING RETAIL LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	R19547476	State of Incorporation:	DE
Incorporation Date:	10/02/2014		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

Name:	Title:	% Interest:
SPEEDWAY WESTERN HOLDINGS LLC	Member	100%
GLENN MICHAEL PLUMBY	President	
ROGER KENNETH BURTON	Vice-President	
KIMBERLY KAREN DUNCAN	Secretary	
CARINA ECKARD DUFFY	Treasurer	
MATTHEW LEVI YODER	Senior Vice-President	

APPLICATION INFORMATION

Application Number:	152695
Application Type:	Multi-License Acquisition of Control
Created Date:	06/14/2021

SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
10103749	SPEEDWAY #2983	6777 N SANDARIO Road	AVRA	Pima	AZ	85743	NO - Pima County	5206827798
10023148	SPEEDWAY #2972	104 E 4TH Street	BENSON	Cochise	AZ	85602	YES	5205867944
10023150	SPEEDWAY #2975	504 HWY 92	BISBEE	Cochise	AZ	85603	YES	5204323113
10113257	SPEEDWAY #2970	780 N ARIZONA Boulevard	COOLIDGE	Pinal	AZ	85128	YES	5207239438
10133285	SPEEDWAY #2883	999 S MAIN Street	COTTONWOOD	Yavapai	AZ	86326	YES	9286348459
10023151	SPEEDWAY #2976	101 E 16TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203645662
10023152	SPEEDWAY #2977	1060 18TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203647431
10023156	SPEEDWAY #2991	1807 10TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203647003
9030044	SPEEDWAY #2887	1050 S MILTON Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287799915
9030050	SPEEDWAY #2886	101 E BUTLER Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287748073
10033203	SPEEDWAY #2885	2300 E BUTLER Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287737783
10033209	SPEEDWAY #2891	2161 E ROUTE 66	FLAGSTAFF	Coconino	AZ	86004	YES	6022861922
10033214	SPEEDWAY #2931	1010 N COUNTRY CLUB Drive	FLAGSTAFF	Coconino	AZ	86004	YES	9287748073
10113255	SPEEDWAY #2964	520 N PINAL Parkway	FLORENCE	Pinal	AZ	85132	YES	5208689500
10113256	SPEEDWAY #2967	649 N PINAL Parkway	FLORENCE	Pinal	AZ	85132	YES	5208688915
10043074	SPEEDWAY #2979	1690 E ASH Street	GLOBE	Gila	AZ	85501	YES	9284254275
10023147	SPEEDWAY #2962	5620 S HWY 92	HEREFORD	Cochise	AZ	85615	NO - Cochise County	5203789307
9090009	SPEEDWAY #2999	410 W HOPI Drive	HOLBROOK	Navajo	AZ	86025	NO - Navajo County	9285243439
9090047	SPEEDWAY #3001	1653 W WHITE MOUNTAIN Boulevard	LAKESIDE	Navajo	AZ	85929	YES	9283686816
10103748	SPEEDWAY #2980	15841 W EL TIRO Road	MARANA	Pima	AZ	85653	NO - Pima County	5206826753
10103784	SPEEDWAY #2945	12030 N DOVE MOUNTAIN Boulevard	MARANA	Pima	AZ	85642	YES	5207446280
10070012671	SPEEDWAY #1509	7226 S ELLSWORTH Road	MESA	Maricopa	AZ	85212	YES	4806136556
10103767	SPEEDWAY #2987	12885 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207423275
10103769	SPEEDWAY #2986	10505 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207423275
10103770	SPEEDWAY #2936	8080 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207429880
9040025	SPEEDWAY #2890	2010 N BEELINE Highway	PAYSON	Gila	AZ	85541	YES	9284743891
10043077	SPEEDWAY #2884	701 E HWY 260	PAYSON	Gila	AZ	85541	YES	9284745200
10043078	SPEEDWAY #2951	910 S BEELINE Highway	PAYSON	Gila	AZ	85541	YES	9284749732
10053032	SPEEDWAY #2981	325 E HWY 70	PIMA	Graham	AZ	85543	YES	9284853040
10053030	SPEEDWAY #2961	1780 W HWY 70	SAFFORD	Graham	AZ	85546	YES	9284282853
10053033	SPEEDWAY #2984	750 8TH Avenue	SAFFORD	Graham	AZ	85546	YES	9284285550
10053034	SPEEDWAY #2982	105 E HWY 70	SAFFORD	Graham	AZ	85546	YES	9284280255
10053038	SPEEDWAY #2990	300 W HWY 70	SAFFORD	Graham	AZ	85546	YES	9284284011
10103738	SPEEDWAY #2960	795 W VIA RANCHO SAHUARITA	SAHUARITA	Pima	AZ	85629	YES	5202077039
10133284	SPEEDWAY #2888	6509 HWY 179	SEDONA	Yavapai	AZ	86351	YES	9282849385
10133286	SPEEDWAY #2881	2960 W SR 89A	SEDONA	Yavapai	AZ	86336	YES	9282820038
9090001	SPEEDWAY #3002	HWY 60 E-1981 E DEUCE OF CLUBS	SHOW LOW	Navajo	AZ	85901	YES	9285372370

'21 JUN 14 11:16 AM 243

SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
9090043	SPEEDWAY #2889	1790 S WHITE MOUNTAIN Road	SHOW LOW	Navajo	AZ	85901	YES	9285373452
10093077	SPEEDWAY #2950	331 W DEUCE OF CLUBS	SHOW LOW	Navajo	AZ	85901	YES	9285373451
9020052	SPEEDWAY #2973	5217 S HWY 92	SIERRA VISTA	Cochise	AZ	85635	YES	5203786981
10023149	SPEEDWAY #2974	1497 E FRY Boulevard	SIERRA VISTA	Cochise	AZ	85635	YES	5204586330
9090045	SPEEDWAY #3003	310 N MAIN	TAYLOR	Navajo	AZ	85939	YES	9285367792
10053031	SPEEDWAY #2971	3775 W MAIN Street	THATCHER	Graham	AZ	85552	YES	9284283280
10053036	SPEEDWAY #2949	2211 W US HWY 70	THATCHER	Graham	AZ	85552	YES	9284283131
10053037	SPEEDWAY #2989	2946 W HWY 70	THATCHER	Graham	AZ	85552	YES	9284282553
10103737	SPEEDWAY #2959	11200 S SIERRITA MOUNTAIN Road	TUCSON	Pima	AZ	85736	NO - Pima County	5204325861
10103739	SPEEDWAY #2963	3902 E SPEEDWAY Boulevard	TUCSON	Pima	AZ	85712	YES	5203232554
10103740	SPEEDWAY #2965	4301 E BROADWAY Boulevard	TUCSON	Pima	AZ	85711	YES	5203257820
10103741	SPEEDWAY #2966	6280 E BROADWAY Boulevard	TUCSON	Pima	AZ	85711	YES	5207480848
10103742	SPEEDWAY #2969	6890 N SANDARIO Road	TUCSON	Pima	AZ	85743	NO - Pima County	5206167544
10103747	SPEEDWAY #2978	6225 W AJO Highway	TUCSON	Pima	AZ	85735	NO - Pima County	5208832700
10103757	SPEEDWAY #2994	761 W AJO Way	TUCSON	Pima	AZ	85713	YES	5202948490
10103758	SPEEDWAY #2938	7335 S HOUGHTON Road	TUCSON	Pima	AZ	85747	YES	5206641530
10103760	SPEEDWAY #2948	5000 E VALENCIA Road	TUCSON	Pima	AZ	85706	YES	5206297710
10103761	SPEEDWAY #2935	4390 N 1ST Avenue	TUCSON	Pima	AZ	85719	YES	5206635420
10103762	SPEEDWAY #2985	7810 N SILVERBELL Road	TUCSON	Pima	AZ	85743	NO - City of Marana	5205796407
10103763	SPEEDWAY #2992	4180 W INA Road	TUCSON	Pima	AZ	85741	NO - City of Marana	5207442813
10103764	SPEEDWAY #2944	1850 E PRINCE Road	TUCSON	Pima	AZ	85719	YES	5207955115
10103766	SPEEDWAY #2998	2750 S KOLB Road	TUCSON	Pima	AZ	85730	YES	5205717963
10103768	SPEEDWAY #2997	9491 E 22ND Street	TUCSON	Pima	AZ	85710	YES	5208862960
10103771	SPEEDWAY #2934	6150 S KOLB Road	TUCSON	Pima	AZ	85706	YES	5206635420
10103772	SPEEDWAY #2933	3550 N CAMPBELL Avenue	TUCSON	Pima	AZ	85719	YES	5203236343
10103773	SPEEDWAY #2932	8845 E TANQUE VERDE Road	TUCSON	Pima	AZ	85749	YES	5207493024
10103774	SPEEDWAY #2937	7910 E GOLF LINKS Road	TUCSON	Pima	AZ	85730	YES	5208853643
10103780	SPEEDWAY #2943	2075 W RUTHRAUFF	TUCSON	Pima	AZ	85705	NO - Pima County	5202932161
10103781	SPEEDWAY #2942	6855 E SUNRISE Drive	TUCSON	Pima	AZ	85750	NO - Pima County	5205770849
10103782	SPEEDWAY #2941	7085 E BROADWAY Boulevard	TUCSON	Pima	AZ	85710	YES	5202960372
10103783	SPEEDWAY #2940	1169 W IRVINGTON Road	TUCSON	Pima	AZ	85746	YES	5205737069
10023155	SPEEDWAY #2988	211 N HASKELL	WILLCOX	Cochise	AZ	85643	YES	5203843052
10043073	SPEEDWAY #2968	105 W HWY 177	WINKELMAN	Gila	AZ	85192	NO - Gila County	5203566616
10143163	SPEEDWAY #2952	2830 S PACIFIC Avenue	YUMA	Yuma	AZ	85364	YES	9287294766
10143164	SPEEDWAY #2954	895 S 4TH Avenue	YUMA	Yuma	AZ	85364	YES	9287836121
10143165	SPEEDWAY #2955	2900 S 4TH Avenue	YUMA	Yuma	AZ	85364	YES	9283441417
10143166	SPEEDWAY #2957	351 E 16TH Street	YUMA	Yuma	AZ	85364	YES	9288190268

SPEEDWAY LIQUOR LICENSES / AZ

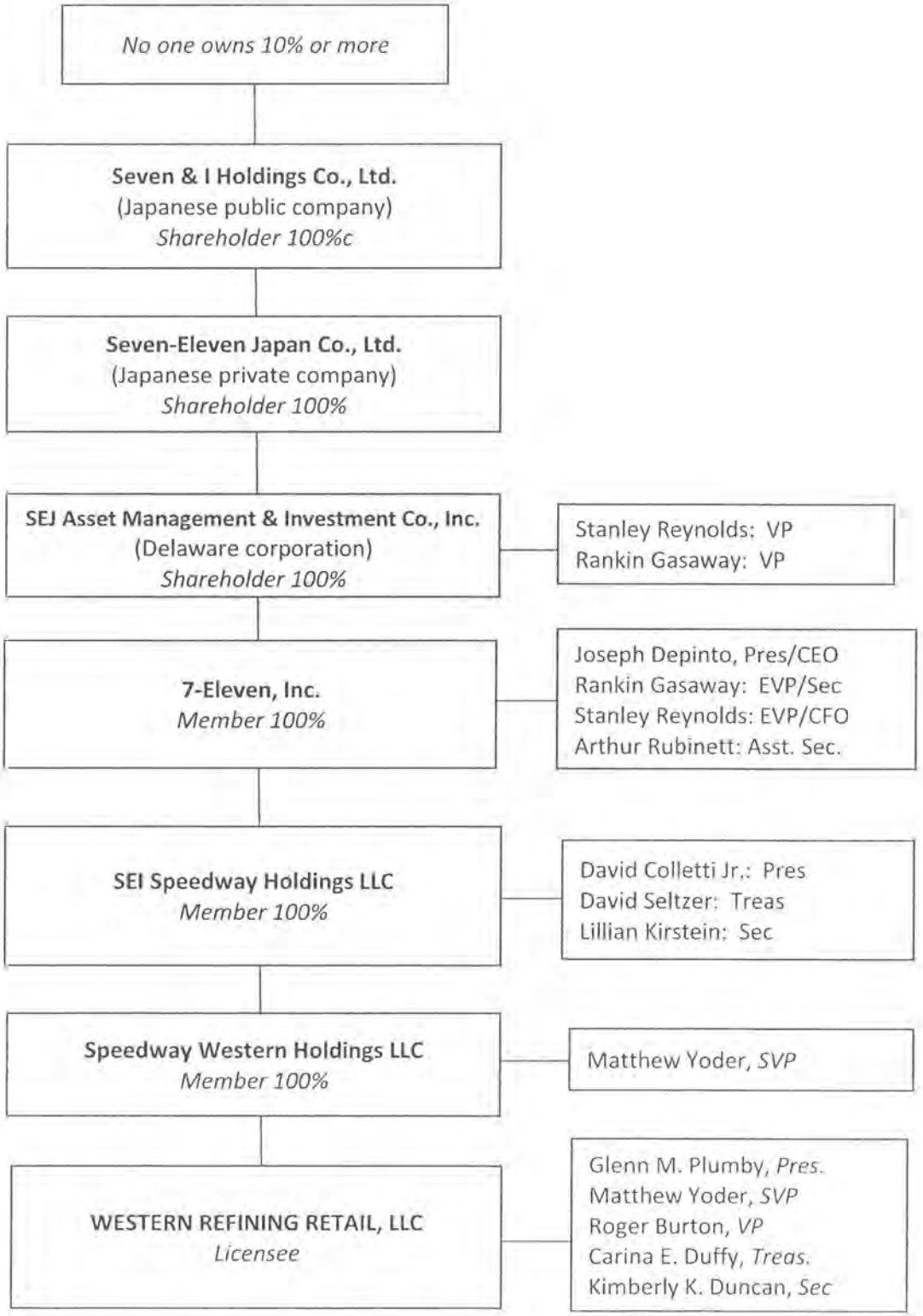
May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
10143167	SPEEDWAY #2953	3200 E 32ND Street	YUMA	Yuma	AZ	85365	YES	9283440160
10143168	SPEEDWAY #2956	2381 S AVE B	YUMA	Yuma	AZ	85364	YES	9283766573
10143169	SPEEDWAY #2958	10800 E N FRONTAGE Road	YUMA	Yuma	AZ	85367	YES	9283422696

WESTERN REFINING RETAIL, LLC

OWNERSHIP CHART | 05/12/2021

'21 JUN 14 Liqr. Lic. PM 2:42



Arizona Department of Liquor Licenses and Control '21 JUN 14 Liq. Lic. PM 2:43
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fp Current 10/10/19

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED JLo # 152678

1. Check the Appropriate Box →

☐ Controlling Person ☒ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: ARIZONA

4. Place of birth: MANKATO (City) MN (State) USA (COUNTRY (not county)) Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN

5. Name of current/most recent spouse: LEWKOWITZ (Last) HAROLD (First) JEROME (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/1961

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC
			2600 N CENTRAL AVENUE, STE. 1775
			PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/1999	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☒No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☒No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☒No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☒No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of MARICOPA

My Commission Expires on: 02/12/2025 (Date)

The foregoing instrument was acknowledged before me this 14 (Day) Day of APRIL (Month), 2021 (Year)

AMY L SCHROFF
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2025
Commission # 595047

amy l schroff
Signature of Notary

The Licensee has authorized the person named on this questionnoire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

'21 JUN 14 Liqr. Lic. PM 2:43

LEWKOWITZ
LAW OFFICE, PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

April 14, 2021

Jennifer Benson, Licensing Manager
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Ms. Benson:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

Andrea D. Lewkowitz

ADL/als

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

2014 JUN 14 Liq. Lic. PM 2 43

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fp Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #1582615

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: DEPINTO (Last) JOSEPH (First) MICHAEL (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: CHICAGO (City) IL (State) USA (COUNTRY (not county)) Height: 5' 10' Weight: 205 Eyes: BLU Hair: BRN

5. Name of current/mast recent spouse: DEPINTO (Last) INGRID (First) HYE-KNUDSEN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
12/2005	CURRENT	PRESIDENT/CEO	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2017	CURRENT	[redacted]
08/2007	10/2017	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) JOSEPH MICHAEL DEPINTO hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Joseph M. DePinto

State of Texas County of Dallas

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9-19-2024 Date

CHARMAINE C. SHIER
Notary Public, State of Texas
My Comm. Expires 09-19-2024
Notary ID 129127780-8

9 Day of March Month 2021 Year

Charmaine C Shier
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A **SIGNATURE:** _____
(AGENT)

Individuals requiring ADA accommodations please call (602)542-4889

#18)

'21 JUN 14 Liq. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However. some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Joseph M. DePinto, President & CEO of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:43

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Ap Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #152695

1. **Check the Appropriate Box** ⟶ ☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: GASAWAY (Last) RANKIN (First) LEE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: AUGUSTA (City) GA (State) USA (COUNTRY (not county)) Height: 6' 0" Weight: 210 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: GASAWAY (Last) JENNIFER (First) JOANN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2012	CURRENT	SVP/GC/SEC	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063
12/1991	8/2012	SENIOR COUNSEL	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2016	CURRENT	[redacted]
09/1992	06/20/2016	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) RANKIN LEE GASAWAY hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature]

State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/22/2021 (Date)

10th (Day) Day of March (Month) 2021 (Year)

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09/22/2021
Notary ID 252632-3

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) SIGNATURE: _____

#(18)

'21 JUN 14 Liq. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However. some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do bave information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Rankin L. Gasaway, SVP/GC/SEC of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:43

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fee Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #15269B

1. **Check the Appropriate Box** → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: REYNOLDS (Last) STANLEY (First) WAYNE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: ARKADELPHIA (City) AR (State) USA (COUNTRY (not county)) Height: 5' 11' Weight: 180 Eyes: GRN Hair: BLN

5. Name of current/most recent spouse: REYNOLDS (Last) TAMMRA (First) DENISE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/1997	CURRENT	EVP/CFO/CAO	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2011	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the lost five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Stanley Wayne Reynolds hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-28-2023

10th Day of MARCH, 2021
Day Month Year

BRENDA K. CARPENTER
Notary Public, State of Texas
Comm. Expires 10-28-2023
Notary ID 11779104

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A **SIGNATURE:** _____
(AGENT)

#18)

'21 JUN 14 Liq. Lic. PM 2 43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven, Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven, Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However, some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: Stanley W. Reynolds

Stanley W. Reynolds, EVP/CFO/CAO of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Fp Current 7/8/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #15269

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: RUBINETT (Last) ARTHUR (First) EDWIN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: DALLAS (City) TX (State) USA (COUNTRY (not county)) Height: 6' 0" Weight: 200 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: RUBINETT (Last) MARCIA (First) NONE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED
(Street (do not use PO Box) City State County Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/1998	CURRENT	ASSOCIATE GC/ASST. SECRETARY	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

For individuals requiring ADA accommodations please call (602) 542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/1998	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ARTHUR EDWIN RUBINETT hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date) 10 (Day) Day of March (Month) 2021 (Year)

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) **SIGNATURE:** _____

#18)

'21 JUN 14 Liq. Lic. PM 2:44

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

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10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Arthur E. Rubinett, Assistant Secretary of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. $05.00

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #152695

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Colletti, Jr., David Joseph (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Texas

4. Place of birth: Philadelphia PA USA (City / State / COUNTRY (not county)) Height: 6'0" Weight: 196 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Colletti, Laura Elena (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City State & Zip)
05/2012	CURRENT	VP-M&A	7-Eleven, Inc. 3200 Hackberry Rd., Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/2020	CURRENT	[redacted]43
04/2012	12/2020	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or rnisrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) David Joseph Colletti, Jr. hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this 28 Day of April 2021 (Day / Month / Year)

My Commission Expires on: 9/23/2021 (Date)

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

_____ Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

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

21 JUN 14 Liq. Lic. PM 2:44

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. $05.00

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #1526976

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Seltzer, David Lee (Last / First / Middle) Birth Date [redacted] (NOT a public record)

3. Social Security # [redacted] Driver License # [redacted] State: Texas

4. Place of birth: Dallas TX USA (City / State / COUNTRY (not county)) Height: 5'7" Weight: 165 Eyes: Blue Hair: Blond

5. Name of current/most recent spouse: Seltzer, M'Liss Leah (Last / First / Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2003	CURRENT	VP& TR	7-Eleven, Inc. 3200 Hackberry Rd., Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
05/2006	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositians.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) David Lee Seltzer hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: X [signature]

State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date)

28 (Day) Day of April (Month), 2021 (Year)

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 2526022-3

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805.024

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #157698

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Kirstein, Lillian Fouche (Last / First / Middle) Birth Date [redacted] (NOT a public record)

3. Social Security # [redacted] Driver License#: [redacted] State: Texas

4. Place of birth: Shreveport LA USA (City / State / COUNTRY (not county)) Height: 5'5" Weight: 130 Eyes: Blue Hair: Blond

5. Name of current/most recent spouse: deceased (Last / First / Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2012	CURRENT	VP & Deputy GC	7-Eleven, Inc. 3200 Hackberry Rd, Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2017	CURRENT	[redacted]
08/2016	03/2017	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☑No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☑No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Lillian Kirstein hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: X [signature]

State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 4/28/2021 Date

28 Day of April Month 2021 Year

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

[signature] Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

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

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

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 152695/10103762 (Arizona application #)

2. County of: Pima County City/Town/County #: LL2021-24

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 3 (Day) of August (Month), 2021 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 152695/10103762 (Arizona liquor license application #),

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz (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 **L3**

Meeting Date: 08/03/2021

To: Mayor and Council

Submitted For: Cherry L. Lawson, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:
1. Leverage the Town's coordinating capability to facilitate enhanced customer interaction with multiple governmental and external agencies.

a. Ensure Marana residents and business owners experience excellent customer service interactions.

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2992, located at 4180 West Ina Road, Tucson, Arizona 85741 (Cherry L. Lawson)

Discussion:

This application is for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License at Speedway #2992, located at 4180 West Ina Road, Tucson, Arizona 85741.

Per advisement from Detective Risa Williams with the Arizona Department of Liquor, the application was not required to be posted for 20 days at the premises where the business is to be conducted.

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:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2992, located at 4180 West Ina Road, Tucson, Arizona 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for an Acquisition of Control of a Series #10 Beer and Wine Store Liquor License submitted by Andrea Dahlman Lewkowitz on behalf of Speedway #2992, located at 4180 West Ina Road, Tucson, Arizona 85741.

Attachments

Redacted Application #2992

Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 06/14/2021 @ 02:46:56 PM

Local Governing Body Report

LICENSE

Number:	MULTI- SEE ATTACHED LIST
Name:	MULTI- SEE ATTACHED LIST
Location:	MULTI- SEE ATTACHED LIST
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(520)682-7798
Alt. Phone: Email:	

Currently, this license has pending applications.

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	WESTERN REFINING RETAIL LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	R19547476	State of Incorporation:	DE
Incorporation Date:	10/02/2014		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Officers / Stockholders

Name:	Title:	% Interest:
SPEEDWAY WESTERN HOLDINGS LLC	Member	100%
GLENN MICHAEL PLUMBY	President	
ROGER KENNETH BURTON	Vice-President	
KIMBERLY KAREN DUNCAN	Secretary	
CARINA ECKARD DUFFY	Treasurer	
MATTHEW LEVI YODER	Senior Vice-President	

APPLICATION INFORMATION

Application Number:	152695
Application Type:	Multi-License Acquisition of Control
Created Date:	06/14/2021

SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
10103749	SPEEDWAY #2983	6777 N SANDARIO Road	AVRA	Pima	AZ	85743	NO - Pima County	5206827798
10023148	SPEEDWAY #2972	104 E 4TH Street	BENSON	Cochise	AZ	85602	YES	5205867944
10023150	SPEEDWAY #2975	504 HWY 92	BISBEE	Cochise	AZ	85603	YES	5204323113
10113257	SPEEDWAY #2970	780 N ARIZONA Boulevard	COOLIDGE	Pinal	AZ	85128	YES	5207239438
10133285	SPEEDWAY #2883	999 S MAIN Street	COTTONWOOD	Yavapai	AZ	86326	YES	9286348459
10023151	SPEEDWAY #2976	101 E 16TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203645662
10023152	SPEEDWAY #2977	1060 18TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203647431
10023156	SPEEDWAY #2991	1807 10TH Street	DOUGLAS	Cochise	AZ	85607	YES	5203647003
9030044	SPEEDWAY #2887	1050 S MILTON Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287799915
9030050	SPEEDWAY #2886	101 E BUTLER Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287748073
10033203	SPEEDWAY #2885	2300 E BUTLER Avenue	FLAGSTAFF	Coconino	AZ	86001	YES	9287737783
10033209	SPEEDWAY #2891	2161 E ROUTE 66	FLAGSTAFF	Coconino	AZ	86004	YES	6022861922
10033214	SPEEDWAY #2931	1010 N COUNTRY CLUB Drive	FLAGSTAFF	Coconino	AZ	86004	YES	9287748073
10113255	SPEEDWAY #2964	520 N PINAL Parkway	FLORENCE	Pinal	AZ	85132	YES	5208689500
10113256	SPEEDWAY #2967	649 N PINAL Parkway	FLORENCE	Pinal	AZ	85132	YES	5208688915
10043074	SPEEDWAY #2979	1690 E ASH Street	GLOBE	Gila	AZ	85501	YES	9284254275
10023147	SPEEDWAY #2962	5620 S HWY 92	HEREFORD	Cochise	AZ	85615	NO - Cochise County	5203789307
9090009	SPEEDWAY #2999	410 W HOPI Drive	HOLBROOK	Navajo	AZ	86025	NO - Navajo County	9285243439
9090047	SPEEDWAY #3001	1653 W WHITE MOUNTAIN Boulevard	LAKESIDE	Navajo	AZ	85929	YES	9283686816
10103748	SPEEDWAY #2980	15841 W EL TIRO Road	MARANA	Pima	AZ	85653	NO - Pima County	5206826753
10103784	SPEEDWAY #2945	12030 N DOVE MOUNTAIN Boulevard	MARANA	Pima	AZ	85642	YES	5207446280
10070012671	SPEEDWAY #1509	7226 S ELLSWORTH Road	MESA	Maricopa	AZ	85212	YES	4806136556
10103767	SPEEDWAY #2987	12885 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207423275
10103769	SPEEDWAY #2986	10505 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207423275
10103770	SPEEDWAY #2936	8080 N ORACLE Road	ORO VALLEY	Pima	AZ	85737	YES	5207429880
9040025	SPEEDWAY #2890	2010 N BEELINE Highway	PAYSON	Gila	AZ	85541	YES	9284743891
10043077	SPEEDWAY #2884	701 E HWY 260	PAYSON	Gila	AZ	85541	YES	9284745200
10043078	SPEEDWAY #2951	910 S BEELINE Highway	PAYSON	Gila	AZ	85541	YES	9284749732
10053032	SPEEDWAY #2981	325 E HWY 70	PIMA	Graham	AZ	85543	YES	9284853040
10053030	SPEEDWAY #2961	1780 W HWY 70	SAFFORD	Graham	AZ	85546	YES	9284282853
10053033	SPEEDWAY #2984	750 8TH Avenue	SAFFORD	Graham	AZ	85546	YES	9284285550
10053034	SPEEDWAY #2982	105 E HWY 70	SAFFORD	Graham	AZ	85546	YES	9284280255
10053038	SPEEDWAY #2990	300 W HWY 70	SAFFORD	Graham	AZ	85546	YES	9284284011
10103738	SPEEDWAY #2960	795 W VIA RANCHO SAHUARITA	SAHUARITA	Pima	AZ	85629	YES	5202077039
10133284	SPEEDWAY #2888	6509 HWY 179	SEDONA	Yavapai	AZ	86351	YES	9282849385
10133286	SPEEDWAY #2881	2960 W SR 89A	SEDONA	Yavapai	AZ	86336	YES	9282820038
9090001	SPEEDWAY #3002	HWY 60 E-1981 E DEUCE OF CLUBS	SHOW LOW	Navajo	AZ	85901	YES	9285372370

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SPEEDWAY LIQUOR LICENSES / AZ

May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
9090043	SPEEDWAY #2889	1790 S WHITE MOUNTAIN Road	SHOW LOW	Navajo	AZ	85901	YES	9285373452
10093077	SPEEDWAY #2950	331 W DEUCE OF CLUBS	SHOW LOW	Navajo	AZ	85901	YES	9285373451
9020052	SPEEDWAY #2973	5217 S HWY 92	SIERRA VISTA	Cochise	AZ	85635	YES	5203786981
10023149	SPEEDWAY #2974	1497 E FRY Boulevard	SIERRA VISTA	Cochise	AZ	85635	YES	5204586330
9090045	SPEEDWAY #3003	310 N MAIN	TAYLOR	Navajo	AZ	85939	YES	9285367792
10053031	SPEEDWAY #2971	3775 W MAIN Street	THATCHER	Graham	AZ	85552	YES	9284283280
10053036	SPEEDWAY #2949	2211 W US HWY 70	THATCHER	Graham	AZ	85552	YES	9284283131
10053037	SPEEDWAY #2989	2946 W HWY 70	THATCHER	Graham	AZ	85552	YES	9284282553
10103737	SPEEDWAY #2959	11200 S SIERRITA MOUNTAIN Road	TUCSON	Pima	AZ	85736	NO - Pima County	5204325861
10103739	SPEEDWAY #2963	3902 E SPEEDWAY Boulevard	TUCSON	Pima	AZ	85712	YES	5203232554
10103740	SPEEDWAY #2965	4301 E BROADWAY Boulevard	TUCSON	Pima	AZ	85711	YES	5203257820
10103741	SPEEDWAY #2966	6280 E BROADWAY Boulevard	TUCSON	Pima	AZ	85711	YES	5207480848
10103742	SPEEDWAY #2969	6890 N SANDARIO Road	TUCSON	Pima	AZ	85743	NO - Pima County	5206167544
10103747	SPEEDWAY #2978	6225 W AJO Highway	TUCSON	Pima	AZ	85735	NO - Pima County	5208832700
10103757	SPEEDWAY #2994	761 W AJO Way	TUCSON	Pima	AZ	85713	YES	5202948490
10103758	SPEEDWAY #2938	7335 S HOUGHTON Road	TUCSON	Pima	AZ	85747	YES	5206641530
10103760	SPEEDWAY #2948	5000 E VALENCIA Road	TUCSON	Pima	AZ	85706	YES	5206297710
10103761	SPEEDWAY #2935	4390 N 1ST Avenue	TUCSON	Pima	AZ	85719	YES	5206635420
10103762	SPEEDWAY #2985	7810 N SILVERBELL Road	TUCSON	Pima	AZ	85743	NO - City of Marana	5205796407
10103763	SPEEDWAY #2992	4180 W INA Road	TUCSON	Pima	AZ	85741	NO - City of Marana	5207442813
10103764	SPEEDWAY #2944	1850 E PRINCE Road	TUCSON	Pima	AZ	85719	YES	5207955115
10103766	SPEEDWAY #2998	2750 S KOLB Road	TUCSON	Pima	AZ	85730	YES	5205717963
10103768	SPEEDWAY #2997	9491 E 22ND Street	TUCSON	Pima	AZ	85710	YES	5208862960
10103771	SPEEDWAY #2934	6150 S KOLB Road	TUCSON	Pima	AZ	85706	YES	5206635420
10103772	SPEEDWAY #2933	3550 N CAMPBELL Avenue	TUCSON	Pima	AZ	85719	YES	5203236343
10103773	SPEEDWAY #2932	8845 E TANQUE VERDE Road	TUCSON	Pima	AZ	85749	YES	5207493024
10103774	SPEEDWAY #2937	7910 E GOLF LINKS Road	TUCSON	Pima	AZ	85730	YES	5208853643
10103780	SPEEDWAY #2943	2075 W RUTHRAUFF	TUCSON	Pima	AZ	85705	NO - Pima County	5202932161
10103781	SPEEDWAY #2942	6855 E SUNRISE Drive	TUCSON	Pima	AZ	85750	NO - Pima County	5205770849
10103782	SPEEDWAY #2941	7085 E BROADWAY Boulevard	TUCSON	Pima	AZ	85710	YES	5202960372
10103783	SPEEDWAY #2940	1169 W IRVINGTON Road	TUCSON	Pima	AZ	85746	YES	5205737069
10023155	SPEEDWAY #2988	211 N HASKELL	WILLCOX	Cochise	AZ	85643	YES	5203843052
10043073	SPEEDWAY #2968	105 W HWY 177	WINKELMAN	Gila	AZ	85192	NO - Gila County	5203566616
10143163	SPEEDWAY #2952	2830 S PACIFIC Avenue	YUMA	Yuma	AZ	85364	YES	9287294766
10143164	SPEEDWAY #2954	895 S 4TH Avenue	YUMA	Yuma	AZ	85364	YES	9287836121
10143165	SPEEDWAY #2955	2900 S 4TH Avenue	YUMA	Yuma	AZ	85364	YES	9283441417
10143166	SPEEDWAY #2957	351 E 16TH Street	YUMA	Yuma	AZ	85364	YES	9288190268

SPEEDWAY LIQUOR LICENSES / AZ

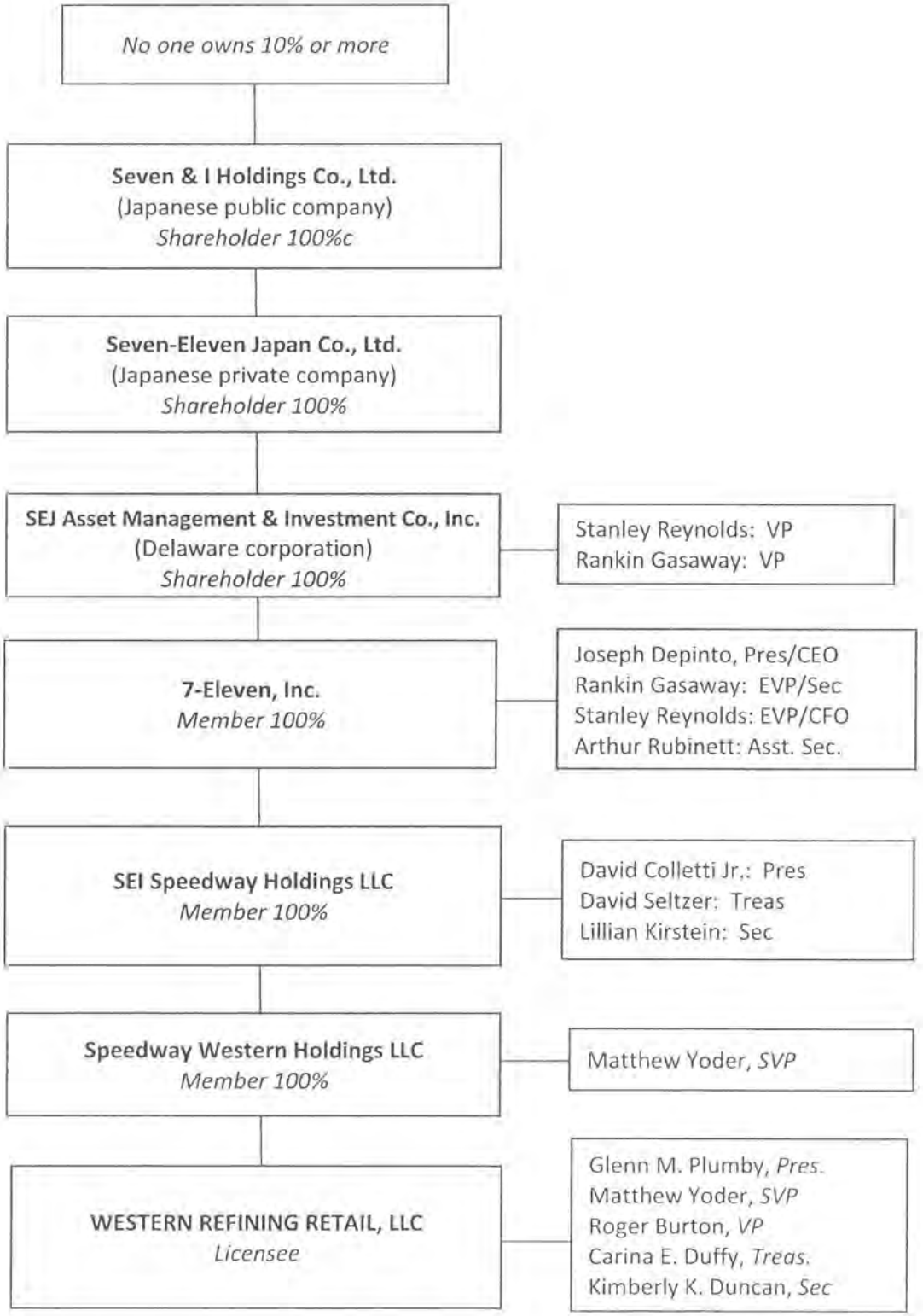
May 2021

License No.	Business name	Business address	City	County	State	Zip	Located within city limits	Business Ph#
10143167	SPEEDWAY #2953	3200 E 32ND Street	YUMA	Yuma	AZ	85365	YES	9283440160
10143168	SPEEDWAY #2956	2381 S AVE B	YUMA	Yuma	AZ	85364	YES	9283766573
10143169	SPEEDWAY #2958	10800 E N FRONTAGE Road	YUMA	Yuma	AZ	85367	YES	9283422696

WESTERN REFINING RETAIL, LLC

OWNERSHIP CHART | 05/12/2021

'21 JUN 14 Liqr. Lic. PM 2:42



Arizona Department of Liquor Licenses and Control '21 JUN 14 Liq. Lic. PM 2:43
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fp Current 10/10/19

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED Jlo # 152678

1. Check the Appropriate Box →

☐ Controlling Person ☒ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: ARIZONA

4. Place of birth: MANKATO (City) MN (State) USA (COUNTRY (not county)) Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN

5. Name of current/most recent spouse: LEWKOWITZ (Last) HAROLD (First) JEROME (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/1961

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC
			2600 N CENTRAL AVENUE, STE. 1775
			PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/1999	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☒No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☒No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☒No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☒No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☒No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of ARIZONA County of MARICOPA

My Commission Expires on: 02/12/2025 (Date)

The foregoing instrument was acknowledged before me this 14 (Day) Day of APRIL (Month), 2021 (Year)

AMY L SCHROFF
Notary Public - Arizona
Maricopa County
My Commission Expires
02/12/2025
Commission # 595047

amy l schroff
Signature of Notary

The Licensee has authorized the person named on this questionnoire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

'21 JUN 14 Liqr. Lic. PM 2:43

LEWKOWITZ
LAW OFFICE, PLC

2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

April 14, 2021

Jennifer Benson, Licensing Manager
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

Re: Alien Status Form and Passport

Dear Ms. Benson:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,

Andrea D. Lewkowitz

ADL/als

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

2014 JUN 14 Liq. Lic. PM 2 43

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fp Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #1582615

1. **Check the Appropriate Box** →

☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: DEPINTO (Last) JOSEPH (First) MICHAEL (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: CHICAGO (City) IL (State) USA (COUNTRY (not county)) Height: 5' 10' Weight: 205 Eyes: BLU Hair: BRN

5. Name of current/mast recent spouse: DEPINTO (Last) INGRID (First) HYE-KNUDSEN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
12/2005	CURRENT	PRESIDENT/CEO	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2017	CURRENT	[redacted]
08/2007	10/2017	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) JOSEPH MICHAEL DEPINTO hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of Texas County of Dallas

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9-19-2024 Date

CHARMAINE C. SHIER
Notary Public, State of Texas
My Comm. Expires 09-19-2024
Notary ID 129127780-8

9 Day of March Month 2021 Year

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (520)382-1999

#18)

'21 JUN 14 Liq. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However. some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Joseph M. DePinto, President & CEO of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:43

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Ap Current 7/3/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #152695

1. **Check the Appropriate Box** ⟶ ☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: GASAWAY (Last) RANKIN (First) LEE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: AUGUSTA (City) GA (State) USA (COUNTRY (not county)) Height: 6' 0" Weight: 210 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: GASAWAY (Last) JENNIFER (First) JOANN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
8/2012	CURRENT	SVP/GC/SEC	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063
12/1991	8/2012	SENIOR COUNSEL	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/2016	CURRENT	[redacted]
09/1992	06/20/2016	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I **(Print Full Name)** RANKIN LEE GASAWAY hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/22/2021 (Date)

10th (Day) Day of March (Month) 2021 (Year)

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09/22/2021
Notary ID 252632-3

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A **SIGNATURE:** _____
(AGENT)

#(18)

'21 JUN 14 Liq. Lic. PM 2:43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

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License	Store #	Violation Date	Complaint #	Reason	Fine paid
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10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Rankin L. Gasaway, SVP/GC/SEC of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:43

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. Fee Current 7/3/20

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Liquor License#: SEE ATTACHED #15269B

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: REYNOLDS (Last) STANLEY (First) WAYNE (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: ARKADELPHIA (City) AR (State) USA (COUNTRY (not county)) Height: 5' 11' Weight: 180 Eyes: GRN Hair: BLN

5. Name of current/most recent spouse: REYNOLDS (Last) TAMMRA (First) DENISE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED
(Street (do not use PO Box) City State County Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/1997	CURRENT	EVP/CFO/CAO	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2011	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the lost five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Stanley Wayne Reynolds hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [signature] State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 10-28-2023

10th Day of MARCH, 2021
Day Month Year

BRENDA K. CARPENTER
Notary Public, State of Texas
Comm. Expires 10-28-2023
Notary ID 11779104

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A **SIGNATURE:** _____
(AGENT)

#18)

'21 JUN 14 Liq. Lic. PM 2 43

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven, Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven, Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However, some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

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10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: Stanley W. Reynolds

Stanley W. Reynolds, EVP/CFO/CAO of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Fp Current 7/8/20

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SEE ATTACHED #15269

1. **Check the Appropriate Box** →

☑ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: RUBINETT (Last) ARTHUR (First) EDWIN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: TX

4. Place of birth: DALLAS (City) TX (State) USA (COUNTRY (not county)) Height: 6' 0" Weight: 200 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: RUBINETT (Last) MARCIA (First) NONE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED
(Street (do not use PO Box) | City | State | County | Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/1998	CURRENT	ASSOCIATE GC/ASST. SECRETARY	7-ELEVEN, INC. 3200 HACKBERRY RD., IRVING, TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

For individuals requiring ADA accommodations please call (602) 542-2999

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
06/1998	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☑Yes ☐No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ARTHUR EDWIN RUBINETT hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date) 10 (Day) Day of March (Month) 2021 (Year)

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A (AGENT) **SIGNATURE:** _____

#18)

'21 JUN 14 Liq. Lic. PM 2:44

7-ELEVEN, INC. CORPORATE OFFICERS ANSWERS TO QUESTION #18

I have no records or recollections of any of the license activities requested in question #18, either individually or corporately, prior to my association with 7-Eleven. With regard to 7-Eleven. Inc., it operates approximately 60,000 stores around the globe. While some of the stores are corporately held, most of the 7-Eleven stores in the U.S. are independently owned and franchised. To provide the information requested in question 18 for all of these stores would be overly burdensome as 7-Eleven. Inc. does not maintain records for such comprehensive information. Only in excess of caution did I mark question #18 as "yes."

In Arizona most, if not all, of the stores are currently operated by independent franchisees who hold their own liquor licenses. Because of the franchise structure, the number of corporate stores at any given time varies as independent franchisees take over or return individual stores. To the best of our information, since 7-Eleven, Inc. has been operating in Arizona, it has never had a corporate business, professional or liquor application or license rejected, denied, revoked or suspended. However. some of the Arizona corporate stores may have incurred fines in the distant past, records of which we do not have. Nonetheless, we do have information available for the following violations at corporates stores, none of which were in the past five years:

License	Store #	Violation Date	Complaint #	Reason	Fine paid
10073340	29110	10/8/97	0741-97C	Fail to check ID; sale to minor	$ 625.00
10073306	23223	9/12/98	0637-98C	Fail to check ID; sale to minor	$ 500.00
10073325	32280	12/10/98	0838-98C	Sale to minor	$ 500.00
10073404	32321	11/10/99	0763-99C	Fail to check ID; sale to minor	$ 1,250.00
10072791	32280	4/20/00	0490-00C	Fail to check ID; sale to minor	$ 1,250.00
10103422	21814	8/18/05	0622-05C	Sale to minor	$ 500.00

The chart above is updated by corporate counsel as necessary as we are made aware of additional violations at stores during a time they were operated as a corporate store.

Signature: _____

Arthur E. Rubinett, Assistant Secretary of 7-Eleven, Inc.

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. $05.00

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #152695

1. Check the Appropriate Box → ☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Colletti, Jr., David Joseph (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Texas

4. Place of birth: Philadelphia PA USA (City / State / COUNTRY (not county)) Height: 6'0" Weight: 196 Eyes: Blue Hair: Brown

5. Name of current/most recent spouse: Colletti, Laura Elena (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City State & Zip)
05/2012	CURRENT	VP-M&A	7-Eleven, Inc. 3200 Hackberry Rd., Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
12/2020	CURRENT	[redacted]43
04/2012	12/2020	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or rnisrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) David Joseph Colletti, Jr. hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this 28 Day of April 2021 (Day / Month / Year)

My Commission Expires on: 9/23/2021 (Date)

NOTARY PUBLIC STATE OF TEXAS
SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

_____ Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

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

2021 JUN 14 Liq. Lic. PM 2 44

QUESTIONNAIRE

A.R.S.§4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. 805.024

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **black ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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Liquor License#: SEE ATTACHED #1526976

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent ☐ Premises Manager (complete all questions except #12)

2. Name: Seltzer, David Lee (Last / First / Middle) Birth Date [redacted] (NOT a public record)

3. Social Security # [redacted] Driver License # [redacted] State: Texas

4. Place of birth: Dallas TX USA (City / State / COUNTRY (not county)) Height: 5'7" Weight: 165 Eyes: Blue Hair: Blond

5. Name of current/most recent spouse: Seltzer, M'Liss Leah (Last / First / Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2003	CURRENT	VP& TR	7-Eleven, Inc. 3200 Hackberry Rd., Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
05/2006	CURRENT	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? ☐Yes ☑No
If you answered YES, then answer **#13 below. If NO, skip to #14.**

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☐No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositians.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) David Lee Seltzer hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete to the best of my knowledge.

Signature: X [signature]

State of TEXAS County of DALLAS

The foregoing instrument was acknowledged before me this

My Commission Expires on: 9/23/2021 (Date)

28 (Day) Day of April (Month), 2021 (Year)

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 2526022-3

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

'21 JUN 14 Liq. Lic. PM 2:44

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

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

805.024

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Liquor License#: SEE ATTACHED #157698

1. Check the Appropriate Box →

☑ Controlling Person ☐ Agent | ☐ Premises Manager (complete all questions except #12)

2. Name: Kirstein, Lillian Fouche (Last / First / Middle) Birth Date [redacted] (NOT a public record)

3. Social Security # [redacted] Driver License#: [redacted] State: Texas

4. Place of birth: Shreveport LA USA (City / State / COUNTRY (not county)) Height: 5'5" Weight: 130 Eyes: Blue Hair: Blond

5. Name of current/most recent spouse: deceased (Last / First / Middle) Birth Date: ___/___/___ (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☑ No If yes, what is your date of residency: _____

7. Daytime telephone number: [redacted] E-mail address: [redacted]

8. Business Name: SEE ATTACHED Business Phone: SEE ATTACHED

9. Business Location Address: SEE ATTACHED (Street (do not use PO Box) / City / State / County / Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2012	CURRENT	VP & Deputy GC	7-Eleven, Inc. 3200 Hackberry Rd, Irving TX 75063

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
03/2017	CURRENT	[redacted]
08/2016	03/2017	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☐Yes ☑No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☐Yes ☑No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐Yes ☑No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐Yes ☑No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐Yes ☑No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐Yes ☑No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Lillian Kirstein hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: X [signature]

State of Texas County of Dallas

The foregoing instrument was acknowledged before me this

My Commission Expires on: 4/28/2021 Date

28 Day of April 2021

Day Month Year

SUZANNE HARRISON
Notary Public, State of Texas
My Comm. Expires 09-23-2021
Notary ID 252632-3

[signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

Individuals requiring ADA accommodations please call (602)542-2999

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

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

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 152695/10103763 (Arizona application #)

2. County of: Pima County City/Town/County #: LL2021-25

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 3 (Day) of August (Month), 2021 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 152695/10103763 (Arizona liquor license application #),

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

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Andrea Dahlman Lewkowitz (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: 08/03/2021

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.011: Relating to Development, approving a rezoning of approximately 38 acres of land located east of Twin Peaks Road, south of Tangerine Road, and west of Camino de Manana from R-36 (Residential) to R-7 (Residential) (Brian D. Varney)

Discussion:

Request
Paradigm Land Design, LLC is requesting a recommendation to the Marana Town Council for approval to rezone approximately 38 acres of land from R-36 (Residential) to R-7 (Residential).

Marana General Plan
The 2040 Marana General Plan designates the proposed rezoning area with the land use category of Low Density Residential (LDR). The LDR land use category is typically characterized by residential densities between one (1) du/ac (dwelling unit per acre) and two (2) du/ac supporting residential development with an open, semi-rural character.

Surrounding Land Use and Site Characteristics
The rezoning area is bordered on the north by R-36 (Residential) zoned land consisting of one single-family residence and vacant, undeveloped land. Twin Peaks Road is adjacent to the rezoning area on the west, beyond which lies undeveloped R-36 zoned land. Southwest of the rezoning area, across Twin Peaks Road, is the Twin Peaks Vista Specific Plan that allows up to 58 lots at a minimum lot size of 6,000 square feet, and is currently in the platting process. The rezoning area is bound on the east and the south by Camino de Manana and beyond that are two subdivisions, the undeveloped Twin Peaks Estates zoned R-6 (Residential) that allows up to 82 homes, and the Preserve at Twin Peaks Specific Plan. The Preserve at Twin Peaks was recently platted and Lennar homes are currently under construction. The subdivision contains 190 lots ranging in size from 7,035 square feet to 12,899 square feet.

The topography of the proposed rezoning area is characterized by relatively flat terrain with an average overall slope of approximately 2.3% from the northeast to the southwest. Watershed boundaries and

divides, both off-site and on-site, are difficult to delineate; however, it is clear that the site is impacted by sheet flooding. Town staff will require the submittal of a drainage study and will evaluate all on-site and off-site drainage in greater detail during the review of a preliminary plat. All appropriate drainage infrastructure will be required to be constructed by the developer.

Proposed Land Use

The Preliminary Development Plan for Twin Peaks 38 rezoning area proposes 76 single-family residential lots on approximately 38 acres with a resulting density of 2.0 du/ac (dwelling units per acre). The minimum lot size proposed is 7,000 square feet (56' x 125'). The proposed lot layout is designed to accommodate the natural drainage on the site as well as existing wildlife crossings and to avoid disturbance in and around those areas. The proposed bufferyards around the perimeter of the project meet or exceed what is required by Town standards. Particular attention has been given to the R-36 zoned property north of the rezoning area with a 40' wide landscaped buffer. In accordance with the Twin Peaks Corridor Study, lots immediately facing Twin Peaks Road are proposed to be restricted to single-story construction. All residential construction within the development will be subject to the Town of Marana Residential Design Standards.

The land use mixture proposed with this project entails approximately 24.27 acres of disturbance attributed to lots and related infrastructure, a minimum of 13.35 acres designated as common area / open space, and .53 acres designated as recreation / park area. Minimal disturbance will be necessary for installation of some of the utility infrastructure; however, open space areas disturbed for this purpose are proposed to be re-landscaped with native vegetation.

A recreation area of approximately .53 acres in size is proposed which meets the Town's subdivision recreational area requirements. Additionally, a network of natural earth paths forming an internal trail system is proposed providing pedestrian connectivity between the recreation area and other developed areas within the project. The recreational component of the project will be designed during the platting stage in accordance with the Subdivision Recreational Area Design Manual. In accordance with the Twin Peaks Corridor Study, an asphalt shared-use path will be constructed along this project's entire frontage on Camino de Manana and will tie into the larger network that runs along Twin Peaks Road.

A six-foot tall wildlife fence was constructed along the west boundary of the rezoning area designed to protect wildlife from interacting with traffic on Twin Peaks Road. The fencing will be maintained to serve this important function. Additionally, there is a mule deer crossing at the northwest corner of the site that serves as a link within a wildlife corridor. The applicant has worked with Town environmental staff in designing the site to be sensitive to and avoid disturbance in this area. At the recommendation of the Arizona Game and Fish Department, Town staff has required a buffer measuring a minimum of 160 feet around this crossing, and has required similar buffers where significant open space and wash preservation areas adjacent to Twin Peaks Road.

Access and Circulation

Access is proposed off of both Twin Peaks Road and Camino de Manana. Two points of access are proposed off of Twin Peaks, and a single point access is provided off of Camino de Manana. Gated emergency access is proposed off of Camino de Manana into a cul-de-sac near the northeast corner of the site. The street layout has been designed to preclude cut-through traffic between Twin Peaks Road and Camino de Manana. Access points are aligned with median breaks on Twin Peaks where possible. Internal streets are proposed to be public and constructed within a 46' right-of-way.

A Traffic Impact Statement for this project has been reviewed and approved by the Marana Traffic Engineering Division. All roadway improvements will be designed and constructed in accordance with Town standards and will be considered further during the platting process. Twin Peaks Road lies within a 150' right-of-way, and Camino de Manana lies within a 60' right-of-way. Additional right-of-way dedication is not anticipated.

Utilities
The rezoning area is located within the Town of Marana water service area and the water supply has been assured. A proposed plan identifying water use, fire flow requirements, and all on-site and off-site water facilities will be required. A water service agreement and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at time of development.

Sewer service will be provided to the future development by Pima County Regional Wastewater Reclamation Department. It is not anticipated that construction of any additional off-site sewer infrastructure wil be necessary. The rezoning area lies within the service areas of Golder Ranch Fire District, TRICO Electric, Southwest Gas, Century Link and Comcast.

Citizen Participation
The applicants held an online virtual neighborhood meeting on November 2, 2020 to introduce the proposed rezoning to the nearby property owners. All property owners within 300 feet of the rezoning area were notified. There were no attendees at the meeting.

Public Notification
This public hearing was appropriately noticed in The Daily Territorial, and all property owners within 300 feet of the boundary of the rezoning area were noticed by United States mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Recommended Findings of Fact

1. The property is currently zoned R-36 (Residential). The proposed change in zoning to R-7 (Residential) is supported by the Low Density Residential (LDR) land use category of the Marana General Plan.
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Marana Land Development Code and Marana Town Code related to the proposed zoning classification.
3. The proposed rezoning, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis Review Criteria
Pursuant to Town Code section 17-3-1(D), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:

1. Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

   Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes.

2. The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;

   With the acceptance of the recommended conditions, this rezoning will benefit the community by extending public services and trails and providing additional residential options.

3. Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such an excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area and does not appear to be adversely impact the adjacent street network or generate such excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances

4. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

   The rezoning amendment conforms with the goals and policies of the general plan, the land development code, and other town regulations and guidelines.

5. The zoning districts and existing land uses of the surrounding properties;

   Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding properties zoning and existing land use.

6. Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

   With the acceptance of the recommended conditions, the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development

7. Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;

   Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area

8. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

   Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses.

9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

   Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character;

10. If applicable, the length of time the subject property has remained vacant as zoned:

    The subject property has remained vacant since annexation in to the Town.

11. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs:

    Based upon the rezoning amendment subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2021.011, approving the Twin Peaks 38 Rezoning based upon the recommended findings and subject to the conditions set forth in the draft ordinance included with these agenda materials.

Planning Commission Recommendation:

The proposed rezoning was scheduled to be considered at a public hearing before the Planning Commission on July 28, 2021. The meeting had not yet taken place prior to the finalization of the agenda materials for this item before the Town Council. The results of the Planning Commission's consideration and recommendation will be provided to the Town Council prior to the Council rendering a decision on this request.

Suggested Motion:

I move to adopt Ordinance No. 2021.011, approving the Twin Peaks 38 Rezoning, subject to the recommended conditions.

Attachments

Ordinance 2010.011
Exhibit A to Ordinance - Legal Description
PCZ2011-002 Twin Peaks 38 Map
PCZ2011-002 Twin Peaks 38 App
PCZ2011-002 Twin Peaks 38 Site Analysis

MARANA ORDINANCE NO. 2020.011

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 38 ACRES OF LAND LOCATED EAST OF TWIN PEAKS ROAD, SOUTH OF TANGERINE ROAD, AND WEST OF CAMINO DE MANANA FROM R-36 (RESIDENTIAL) TO R-7 (RESIDENTIAL)

WHEREAS David L. Lam, a married man as his sole and separate property as to Parcels 1, 3, 4, 6, 7, 8, and 9; David Lam and Hon Lam, husband and wife as joint tenants with right of survivorship as to Parcel 2; and William C. Mac Morran as to Parcel 10 (collectively the "Property Owners") own a total of approximately 38 acres of land located east of Twin Peaks Road, south of Tangerine Road, and west of Camino de Manana within Section 12, Township 12 South, and Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Paradigm Land Design, LLC to submit an application to rezone the Rezoning Area from R-36 (Residential) to R-7 (Residential) ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on July 28, 2021 and voted _____ to recommend that the Town Council approve this Rezoning subject to the recommended conditions; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on August 3, 2021 and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from R-36 (Residential) to R-7 (Residential).

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to,

requirements for public improvements and payment of application fees and applicable development impact fees.

2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the Preliminary Development Plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Marana Water Department (the "water provider") prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.
7. The final design of all streets and circulation facilities, including gated access (if applicable) must be accepted by the Golder Ranch Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.
8. The maximum number of residential lots within the Rezoning Area shall not exceed 76.

9. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. iThe Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
10. The Property Owners shall transfer to the water provider, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the water provider and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.
11. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
12. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owner's expense prior to issuance of any grading permits. If a desert tortoise is found during the survey or at any time during construction, the Property Owners shall immediately notify the AZGFD, and the tortoise shall be moved in accordance with the most current AZGFD Tortoise Handling Guidelines at the Property Owner's expense.
13. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
14. The following lots shall be limited to one-story construction: Lots 1-3; 47; 48; and 71-73.
15. Final approval of a Traffic Impact Analysis or Traffic Impact Statement must be issued by the Marana Traffic Engineering Division.

Section 3. All ordinances, resolutions and motions and parts of ordinances, resolutions, and motions of the Marana Town 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, such decision shall not affect the validity of the remaining portions of this ordinance.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

A portion of the Northwest quarter of the Northwest quarter and a portion of the Southwest quarter of the Northwest quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northwest corner of said Section 12, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

THENCE South 00° 01' 51" West along the West line of the Northwest quarter of said Section 12, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

THENCE North 89° 59' 43" East, a distance of 75.00 feet to a point;

THENCE South 00° 03'20" West, along a line that is parallel with and 75 feet East of the West line of said Northwest quarter, a distance of 350.39 feet to a point;

THENCE North 89° 59' 43" East, a distance of 662.16 feet to the POINT OF BEGINNING;

THENCE continue North 89° 59' 43" East, a distance of 472.69 feet to a point on the Westerly right-of-way line of K1 Camino de Manana;

THENCE on the Westerly right-of-way line of El Camino de Manana, along the arc of a curve concave to the left, having a radius of 1940.10 feet and subtended by a central angle of 07° 46° 50", a radial bearing of South 60° 43' 38" East, an arc length of 263.46 feet to the point of tangency;

THENCE South 21° 29' 32" West, along said Westerly right-of-way line, distance of 196.53 feet to a point;

THENCE South 89° 57' 55" West, a distance of 288.26 feet to a point;

THENCE North 00° 03' 24" East, a distance of 420.85 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

(jv arb 211)

PARCEL 2:

A portion of the Northwest Quarter and a portion of the Southwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as
follows:

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EXHIBIT A
(Continued)

Commencing at the Northwest corner of said Section 12, said point being marked by a 3 inch iron pipe with a 60D nail in the center;

Thence South 00 degrees, 01 minutes, 51 seconds West, along the West line of the Northwest Quarter of said Section 12, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

Thence North 89 degrees, 59 minutes, 43 seconds East, a distance of 75.00 feet to a point;

Thence South 00 degrees, 03 minutes, 20 seconds West, along a line that is parallel with and 75 feet East of the West line of said Northwest Quarter, a distance of 350.39 feet to the Point of Beginning;

Thence North 89 degrees, 59 minutes, 43 seconds East, a distance of 331.01 feet to a point;

Thence South 00 degrees, 03 minutes, 24 seconds West, a distance of 421.02 feet to a point;

Thence South 89 degrees, 57 minutes, 55 seconds West, a distance of 331.01 feet to a point which is 75 feet East of the West line of the Northwest Quarter of said Section 12;

Thence North 00 degrees, 02 minutes, 50 seconds East, along a line parallel to and 75 feet East of said West line, a distance of 111.99 feet to a point;

Thence North 00 degrees, 03 minutes, 20 seconds East, along said parallel line, a distance of 309.14 feet to the Point of Beginning.

(jv arb - 217)

PARCEL 3:

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

Commencing at the Northwest corner of said Section 12, said point being marked by a 3 inch open iron pipe with a 60D nail in the center;

Thence South 00°01'51" West, along the West line of the Northwest quarter of said Section 12, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

Thence North East, a distance of 75.00 feet to a point;

Thence South 00°03'20" West, along a line that is parallel with and 75 feet East of the West line of said Northwest quarter, a distance of 350.39 feet to a point;

Thence North 89°59'43" East, a distance of 331.01 feet to the POINT OF BEGINNING ;
Thence North 89°59'43" East, a distance of 331.15 feet to a point;
Thence South 00°03'24" West, a distance of 420.85 feet to a point;

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EXHIBIT A
(Continued)

Thence South 89°57'55" West, a distance of 331.15 feet to a point;
Thence North 00°03'24" East, a distance of 421.02 feet to the POINT OF BEGINNING .

Jy arb: 218

PARCEL 3A:

An easement for ingress, egress and utilities in, over and upon the South 15 feet of the following described property:

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

Commencing at the Northwest corner of said Section 12, said point being marked by a 3 inch open from pipe with a 60D nail in the center;

Thence South 00°01' 51" West, along the West line of the Northwest quarter of said Section 12, a distance of 659.13 feet to an aluminum capped pin marked RLS 1052;

Thence North East, a distance of 75.00 feet to a point;

Thence South 00°03'20" West, along a line that is parallel with and 75 feet East of the West line of said Northwest quarter a distance of 350.39 feet to a point;

Thence North 89°59'43" East, a distance of 662.16 feet to the POINT OF BEGINNING ;

Thence continue North 89°59'43" East, a distance of 472.69 feet to a point on the Westerly right of way line of El Camino de Manana;

Thence on the Westerly right of way line of El Camino de Manana, along the arc of a curve concave to the left, having a radius of 1940.10 feet and subtended by a central angle of 07°46'50", and a radial bearing of South 60°43'38" East, an arc length of 263.46 feet to the point of tangency;
Thence South 21°29'32" West, along said Westerly right of way line, a distance of 196.53 feet to a point;
Thence South 89°57'55" West, a distance of 288.26 feet to a point;

Thence North 00°03'24" East, a distance of 420.85 feet to the POINT OF BEGINNING .

PARCEL 4:

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 12;

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EXHIBIT A
(Continued)

Thence South 00° 01' 51" West along the West line of the Northwest Quarter of said Section 12, a distance of 659.13 feet;
Thence North 89° 59' 43" East, a distance of 75.00 feet to the East right-of-way line of Dove Mountain Road;

Thence continue North 89° 59' 43" East, a distance of 621.61 feet to the POINT OF BEGINNING;

Thence continue North 89° 59' 43" East, a distance of 733.07 feet to a point on the Westerly right-of-way line of El Camino De Manana;

Thence South 32° 34' 54" West, along said Westerly right-of-way line, a distance of 315.64 feet to a point of curvature;

Thence on the Westerly right-of-way line of El Camino De Manana, along the arc of a curve concave to the left, having a radius of 1940.10 feet and subtended by a central angle of 02° 54° 04" an arc length of 98.24 feet to a point;

Thence South 89° 59' 43" West, a distance of 513.25 feet to a point;
Thence North 00° 03' 20" East, a distance of 350.39 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

(jv pt arb 187)

PARCEL 5:

A portion of the Northwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the Northwest corner of said Section 12;

Thence South 00° 01' 51" West along the West line of the Northwest Quarter of said Section 12, a distance of 659.13 feet to a point;

Thence North 89° 59' 43" East, a distance of 75.00 feet to a point of the Kast right-of-way line of Dove Mountain Road and the POINT OF BEGINNING; .

Thence continue North 39° 59' 43" East, a distance of 621.61 feet to a point;

Thence South 00° 03' 20" West, a distance of 350.39 feet to a point;

Thence South 89° 59' 43" West, a distance of 621.51 feet to a point on the East right-of-way line of Dove Mountain Road;
Thence North 00° 03' 20" East along said East right-of-way line, a distance of 350.39 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT A
(Continued)

(jv pt arb 187)

PARCEL 6:

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

COMMENCING at the West quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;

THENCE North 00° 02' 47" East along the West line of the Northwest quarter of said Section 12, a distance of 659.50 feet to an aluminum capped pin marked RLS 1052;

THENCE North 89° 57' 41" East, a distance of 75.00 feet to the POINT OF BEGINNING;

THENCE North 00° 02'50" East, along a line parallel with and 75 feet East of the West line of the Northwest quarter of said Section 12, a distance of 520.19 feet to a point;

THENCE North 89° 57' 41" East, a distance of 939.61 feet to a point on the Westerly right-of-way line of El Camino de Manana;

THENCE South 21° 29' 32" West along said Westerly right-of-way line, a distance of 559.21 feet to a point;
THENCE South 89° 57' 41" West, a distance of 735.16 feet to the POINT OF BEGINNING;

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

(jv arb 189)

PARCEL 7:

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

COMMENCING at the West quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;
THENCE North 89° 57' 11" East, a distance of 75.00 feet to a point;

THENCE North 00° 02' 47" East along a line parallel with and 75 feet East of the West line of the Northwest quarter of said Section 12, a distance of 238.04 feet to the POINT OF BEGINNING;

THENCE continue North 00° 02' 47" East, along said parallel line, a distance of 401.45 feet to a point;
THENCE North 89° 57' 41" East, a distance of 325.54 feet to a point;

THENCE South 00° 02' 47" West, a distance of 401.40 feet to a point;

THENCE South 89° 57' 11" West, a distance of 325.52 feet to the POINT OF BEGINNING;

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EXHIBIT A
(Continued)

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

(jv arb 200)

Parcel 7B:

A 20 foot wide easement for ingress, egress and utilities over the following described property:

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

A strip of land 20 feet wide, lying 10 feet to each side of the centerline described as follows:
COMMENCING at the West quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;

THENCE North 89° 57' 11" East, a distance of 550.98 feet to a point on the Westerly right-of-way line of El Camino de Manana;

THENCE North 21° 29' 32" East, along said Westerly right-of-way line, a distance of 277.41 feet to the POINT OF BEGINNING;

THENCE South 89° 57' 11" West, a distance of 251.86 feet to the POINT OF TERMINUS;

The edges of said easement are to be lengthened or shortened to meet property lines.

PARCEL 8:

A portion of the Southwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;

THENCE North 89 degrees 57 minutes 11 seconds East, a distance of 75.00 feet to a point;

THENCE North 00 degrees 02 minutes 47 seconds East, along a line parallel with and 75 feet East of the West line of the Northwest Quarter of said Section 12, a distance of 659.49 feet to a point;

THENCE North 89 degrees 57 minutes 41 seconds East, a distance of 325.54 feet to the POINT OF BEGINNING;

THENCE continue North 89 degrees 57 minutes 41 seconds East, a distance of 409.62 feet to a point on the Westerly right of way line of El Camino De La Manana;

THENCE South 21 degrees 29 minutes 32 seconds West, along said Westerly right of way line, a distance of 431.48 feet to a point;

THENCE South 89 degrees 57 minutes 11 seconds West, a distance of 251.86 feet to a point;

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EXHIBIT A
(Continued)

THENCE North 00 degrees 02 minutes 47 seconds East, a distance of 401.40 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to the Town of Marana in Docket 13493 at page 2011.

(JV Arb: 191)

Parcel 8A:

A 20 foot easement for ingress egress and utilities lying within the following described property:
A portion of the Southwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

A strip of land 20 feet wide, lying 10 feet to each side of the centerline, described as follows:

COMMENCING at the West Quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;

Westerly right of way line of El Camino De La Manana;

THENCE North 21 degrees 29 minutes 32 seconds East, along said Westerly right of way line, a distance of 277.41 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 57 minutes 11 seconds West, a distance of 251.86 feet to the POINT OF TERMINUS.

EXCEPT any portion lying within the boundaries of Parcel 1 described herein.

The edges of the easement are to be lengthened or shortened to meet property lines.

PARCEL 9:

A portion of the Southwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;

THENCE North 89 degrees 57 minutes 11 seconds East, a distance of 75.00 feet to the POINT OF BEGINNING;

THENCE North 00 degrees 02 minutes 47 seconds East along a line parallel with and 75 feet East of the West line of the Northwest Quarter of said Section 12, a distance of 258.04 feet to a point;

THENCE North 89 degrees 57 minutes 41 seconds East, a distance of 577.38 feet to a point on the Westerly right-of-way line of El Camino De La Manana;

THENCE along the said Westerly right-of-way line, South 21 degrees 29 minutes 32 seconds West, a distance of 277.41 feet to a point;

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EXHIBIT A
(Continued)

THENCE South 89 degrees 57 minutes 11 seconds West, a distance of 475.98 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to the Town of Marana in Docket 13493 at page 2001.

JV Arb. 192

Parcel 9A:

A 20 foot easement for ingress egress and utilities lying within the following described property:

A portion of the Southwest Quarter of the Northwest Quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, more particularly described as follows:

A strip of land 20 feet wide, lying 10 feet to each side of the centerline, described as follows:

COMMENCING at the West Quarter corner of said Section 12, said point being marked by a 2 inch capped pipe;

THENCE North 89 degrees 57 minutes 11 seconds East, a distance of 550.98 feet to a point on the Westerly right of way line of El Camino De La Manana;

THENCE North 21 degrees 29 minutes 32 seconds East, along said Westerly right of way line, a distance of 277.41 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 57 minutes 11 seconds West, a distance of 251.86 feet to the POINT OF TERMINUS.

EXCEPT any portion lying within the boundaries of Parcel 1 described herein.

The edges of the easement are to be lengthened or shortened to meet property lines.

PARCEL 10:

The North half of the South half of the Northwest quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT any portion lying East of the West line of El Camino De Manana as shown on Road Maps recorded in the office of the County Recorder of Pima County, Arizona in Book 2 of Road Maps at page 1, 2 and 3.

FURTHER EXCEPT that portion conveyed to the Town of Marana, a body politic, by instrument recorded in Docket 11563 at page 2210, records of Pima County, Arizona.

FURTHER EXCEPT that portion conveyed in Docket 12679 at page 208.

FURTHER EXCEPT that portion conveyed in Docket 12880 at page 9058.

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EXHIBIT A
(Continued)

FURTHER EXCEPT that portion conveyed in Docket 13040 at page 93.

FURTHER EXCEPT that portion conveyed in Docket 13042 at page 2238.

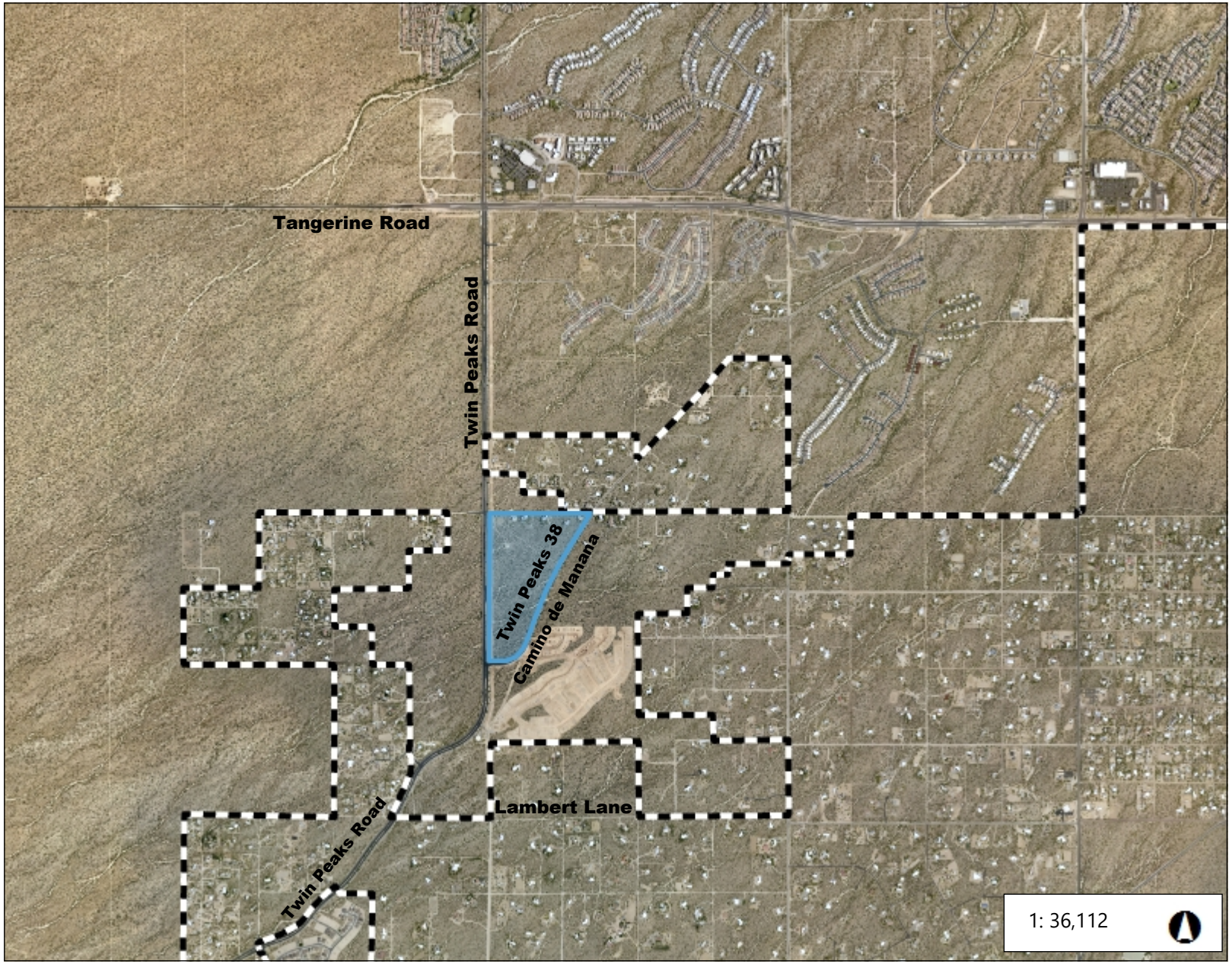
JV Arb 241)

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Town of Marana Planning

PCZ2011-002 Twin Peaks 38





Legend

- Marana Town Limits
- Parcel Labels

Notes

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

PROJECT APPLICATION

APPLICATION TYPE

❑ Annexation	❑ Development Plan	❑ Development Plan Package	❑ General Plan Amendment
☒ Rezone	❑ Minor Land Division	❑ Significant Land Use Change	❑ Conditional Use Permit
❑ Specific Plan	❑ Landscape Plan	❑ Native Plant Plan/Exception	❑ SWPP
❑ Variance	❑ Hydraulic Model	❑ Sewer Capacity Assurance	❑ Sign Program
❑ Plat	❑ Improvement Plan	❑ Report (Type): _____	❑ Other: _____

PROJECT INFORMATION

Project Name: Twin Peaks & Camino de Manana 38	
Description of Project: Residential Subdivision	Number of Lots: 66
Parcel No.(s): See attached List.	Gross Area (Acres): 38
Project Address: 5220 W Camino de Manana	
Ref. Project No.:	

CONTACT INFORMATION

Owner: See attached list.	Contact Name:		
Address:	City:	State:	Zip:
Email:	Phone No.:		
Applicant: Fairfield Homes	Contact Name: David Williamson		
Address: 3037 W. Ina Rd. #121	City: Tucson	State: AZ	Zip: 85741
Email: davidw@fairfieldhomes.net	Phone No.: (520) 529-3445		
Consultant/Engineer: Paradigm Land Design LLC	Contact Name: Paul Oland		
Address: 7090 N. Oracle Rd. #178-193	City: Tucson	State: AZ	Zip: 85704
Email: GPO@ParadigmLand.US	Phone No.: (520) 664-4304		

OWNER/APPLICANT AUTHORIZATION

I hereby certify that the information 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.)

Paul Oland		11/9/2020
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY
Revision Date 03/29/2019

Project No. PCZ2001-002 **Date Received** 11/16/2020

TWIN PEAKS 38

REZONING SITE ANALYSIS

(PCZ2011-002)

PREPARED BY:

PARADIGM LAND DESIGN LLC

CONTACT: PAUL OLAND
GPO@PARADIGMLAND.US
(520) 664-4304

IN COLLABORATION WITH:

CMG DRAINAGE ENGINEERING, INC.

M Esparza Engineering, LLC

JULY 2021

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I. INTRODUCTION

A. PROJECT OVERVIEW

The Twin Peaks & Camino de Mañana ("Twin Peaks 38") project is a proposed residential development consisting of 38± acres located at the northeast corner of the intersection of Twin Peaks Road and Camino de Mañana. Twin Peaks 38 is an assemblage of ten parcels that are proposed to be rezoned to permit a low-density residential subdivision of 76 homes. The site is surrounded by existing residential developments and undeveloped parcels and has direct access to Twin Peaks Road and Camino del Marana. The Make Marana 2040 General Plan's "Low Density Residential" designation indicates that residential densities of up to two homes per acre are appropriate for the Twin Peaks 38 property, as proposed. In addition, Twin Peaks 38 will be in conformance with Marana's Twin Peaks Corridor Study.

This document has been prepared in support of a request to rezone Twin Peaks 38 from "R-36 Residential" to "R-7 Residential". Twin Peaks 38 is bounded by Twin Peaks Road to the west, Camino de Mañana to the east, and existing residential and undeveloped parcels to the north.

B. PRIMARY OBJECTIVES

- Provide much needed high-quality, environmentally sensitive, single-family detached homes for new residents wishing to live in the Town of Marana. Homebuyers continue to exhibit strong demand for new homes in this northwest part of the Tucson metropolitan area.

- Clustering homes such that the natural desert beauty can be appreciated by future residents within the development, as well as the surrounding residents.

- Construct a residential community that is compatible with both existing and future surrounding land uses.

- Fulfill elements of the Town of Marana Strategic Plan by creating meaningful open space, and trail connectivity.

In addition to meeting demand for new housing, another argument in support of rezoning is to effectively preserve open space with enforceable restrictions. The proposed development and the natural functionality and beauty of the Sonoran Desert will benefit by clustering housing as proposed.

Being bound on two of its three sides by major roads, Twin Peaks 38 will have minimal impact on nearby landowners. Land to the south and east is already zoned and/or under development as residential subdivisions, and land to the west and north is largely undeveloped. Even so, a 40-foot natural desert buffer is proposed along Twin Peaks 38's northern boundary, which is the only boundary actually shared with nearby landowners. Homes will be restricted to single-story and headlight screening will be provided in the vicinity of the one nearby home, along the norther boundary.

II. INVENTORY & ANALYSIS

The purpose of the Inventory & Analysis section of this document is to catalog the various developmental opportunities and constraints impacting the property in order to provide a meaningful and relevant context for the development proposal detailed in Section III of this document. Through careful consideration of these existing conditions a design can be deemed compatible with its surroundings and appropriate for the area.

A. EXISTING LAND USES

1. Site Location

   Twin Peaks 38 consists of ten parcels totaling approximately 38 acres located at the northeast corner of the intersection of Twin Peaks Road and West Camino de Mañana within Section 12, Township 12 South, Range 12 East, Pima County, Arizona. See Exhibit II-A-1: Site Location Map.

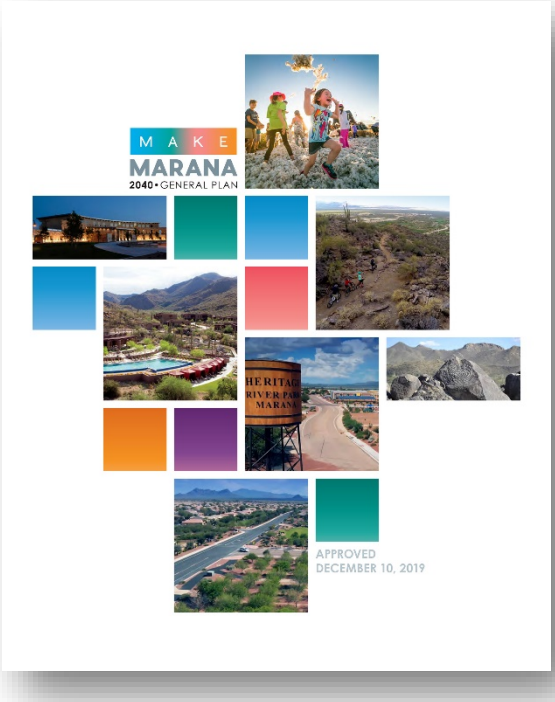
   The Project's administrative address is 5347 W. Twin Peaks Rd., Marana, AZ 85742.

2. Existing Land Uses, Onsite Zoning & General Plan

   Twin Peaks 38 is currently undeveloped and vacant. See Exhibit II-A-2: Existing Land Uses.

   Twin Peaks 38 is currently zoned R-36 (Residential) with a minimum lot size of 36,000 square feet. See Exhibit II-A-4: Existing Zoning.

   The Make Marana 2040 General Plan designates Twin Peaks 38 as Low Density Residential and is included in the "East Growth Area". As stated in the General Plan, large areas of significant natural resources have been identified in the Tortolita Fan in northeast Marana that have a range of development constraints. These natural development constraints make residential clustering the preferred approach to responsible development in the area. This project follows these recommendations to build relatively low-density residential cluster development that minimizes disturbance to the more sensitive onsite natural resources. See Exhibit II-A-3: Existing General Plan Land Uses.



3. Existing Adjacent Zoning and Land Uses

a. Surrounding Zoning & Land Uses

Twin Peaks 38 is surrounded by properties featuring the following zoning designations and land uses. See Exhibit II-A-2: Existing Land Uses and Exhibit II-A-4: Existing Zoning.

N:	Existing zoning:	R-36 Residential
	Existing land use:	Undeveloped
NE:	Existing zoning:	Camino de Mañana & R-36 Residential
	Existing land use:	Residential
E:	Existing zoning:	Camino de Mañana, R-6 Residential & Specific Plan
	Existing land use:	Residential
SE:	Existing zoning:	Camino de Mañana & Specific Plan
	Existing land use:	Residential Under Development
S:	Existing zoning:	Camino de Mañana & R-36 Residential
	Existing land use:	Undeveloped
SW:	Existing zoning:	Twin Peaks Rd. & Specific Plan
	Existing land use:	Undeveloped
W:	Existing zoning:	Twin Peaks Rd. & R-36 Residential
	Existing land use:	Undeveloped
NW:	Existing zoning:	Twin Peaks Rd. & R-36 Residential
	Existing land use:	Undeveloped

b. Surrounding Building Heights

Nearby structures are a mix of single and two-story.

c. Nearby Pending Rezonings

There are no pending rezonings within one-quarter mile.

d. Nearby Approved Rezonings

Twin Peaks Estates (R-6) is immediately east of Twin Peaks 38, across Camino de Mañana.

The Twin Peaks Vista Specific Plan is on the opposite corner of Twin Peaks Rd. and Camino de Mañana.

e. Nearby Approved Subdivisions & Development Plans

The Preserve at Twin Peaks Specific Plan is southeast of Twin Peaks 38, across Camino de Mañana, and is currently under development.



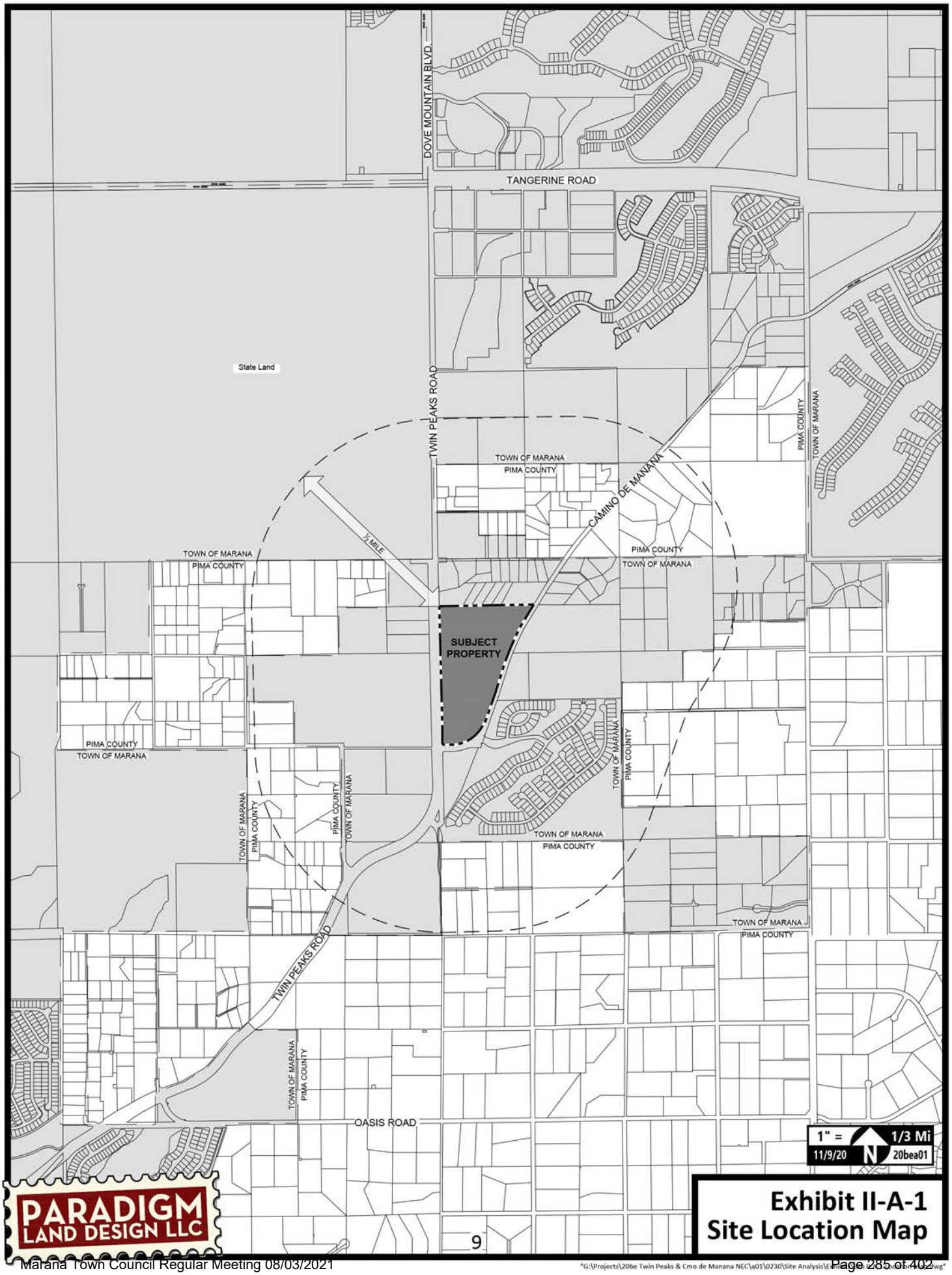
The Preserve at Twin Peaks Entry, Under Construction

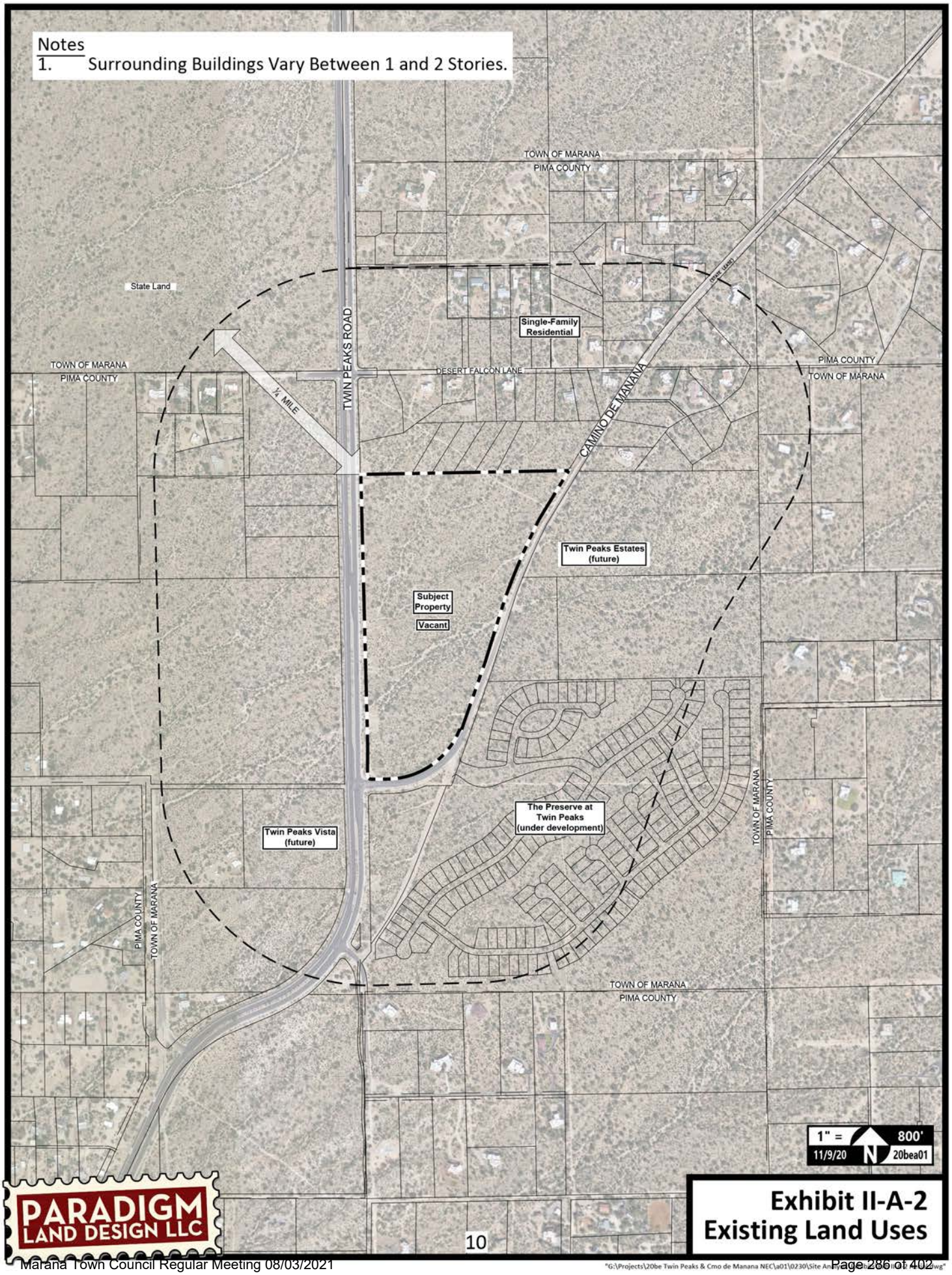
The Twin Peaks & Lambert subdivision (R-6) is approximately one-quarter mile south of Twin Peaks 38.

f. Architectural Styles used in Adjacent Properties

Architectural styles north and northeast of Twin Peaks 38 are typical of most unplanned development in rural Marana, which is a mix of traditional and contemporary southwest homes. Architectural styles in surrounding subdivisions under construction will be mainly wood frame homes that utilize stucco and stone veneer and have either a flat or gabled tile roof.

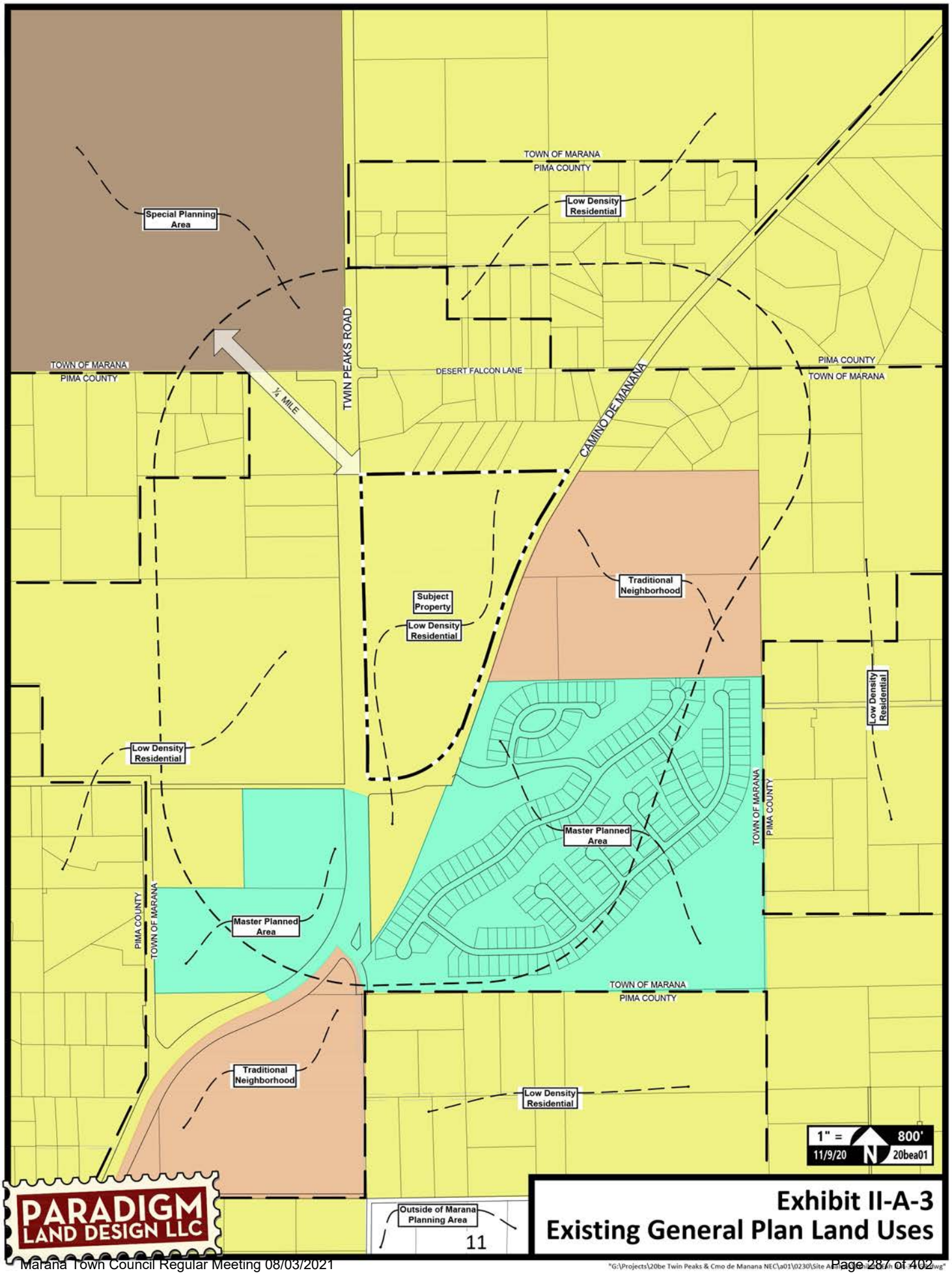
Residences built within this Project will be subject to the Town of Marana Residential Design Standards, which apply to developments in which any lot is 16,000 square feet or less in size.

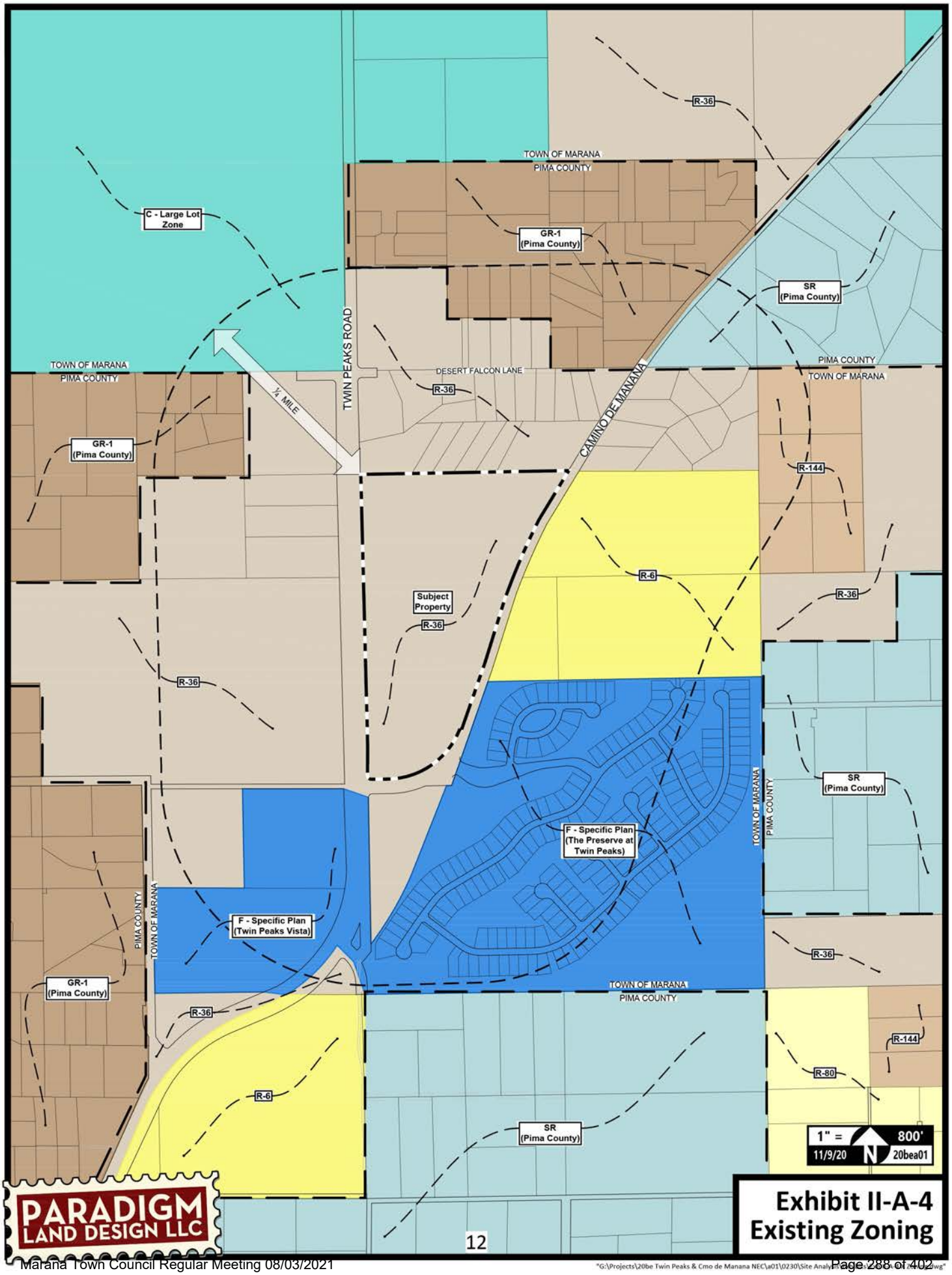

DOVE MOUNTAIN BLVD
TANGERINE ROAD
State Land
TWIN PEAKS ROAD
CAMINO DE MANANA
½ MILE
SUBJECT PROPERTY
TOWN OF MARANA
PIMA COUNTY
OASIS ROAD
1" = 1/3 Mi
11/9/20
20bea01
PARADIGM LAND DESIGN LLC
Exhibit II-A-1
Site Location Map
9



PARADIGM LAND DESIGN LLC

Exhibit II-A-2
Existing Land Uses


TOWN OF MARANA
PIMA COUNTY
Special Planning Area
Low Density Residential
TWIN PEAKS ROAD
¼ MILE
DESERT FALCON LANE
CAMINO DE MANANA
PIMA COUNTY
TOWN OF MARANA
TOWN OF MARANA
PIMA COUNTY
Traditional Neighborhood
Subject Property
Low Density Residential
Low Density Residential
Low Density Residential
TOWN OF MARANA
PIMA COUNTY
Master Planned Area
PIMA COUNTY
TOWN OF MARANA
Master Planned Area
TOWN OF MARANA
PIMA COUNTY
Traditional Neighborhood
Low Density Residential
1" = 800'
11/9/20
N
20bea01
Outside of Marana Planning Area
11
PARADIGM LAND DESIGN LLC
Exhibit II-A-3
Existing General Plan Land Uses



PARADIGM LAND DESIGN LLC

Exhibit II-A-4
Existing Zoning

B. TOPOGRAPHY AND SLOPE

1. Topographic Characteristics

   The topography of Twin Peaks 38 is characterized by relatively even terrain. The property generally slopes downward from northeast to southwest. Elevations range from approximately 2,460 feet above sea level at the northeast corner to 2,406 feet above sea level at the southwest corner of the property. The site does not contain any hillside conservation areas, rock outcrops, slopes of 15% or greater, or other significant topographic features. See Exhibit II-B-1: Topography & Slope.

2. Pre-Development Slope

   a. Average Cross-Slope

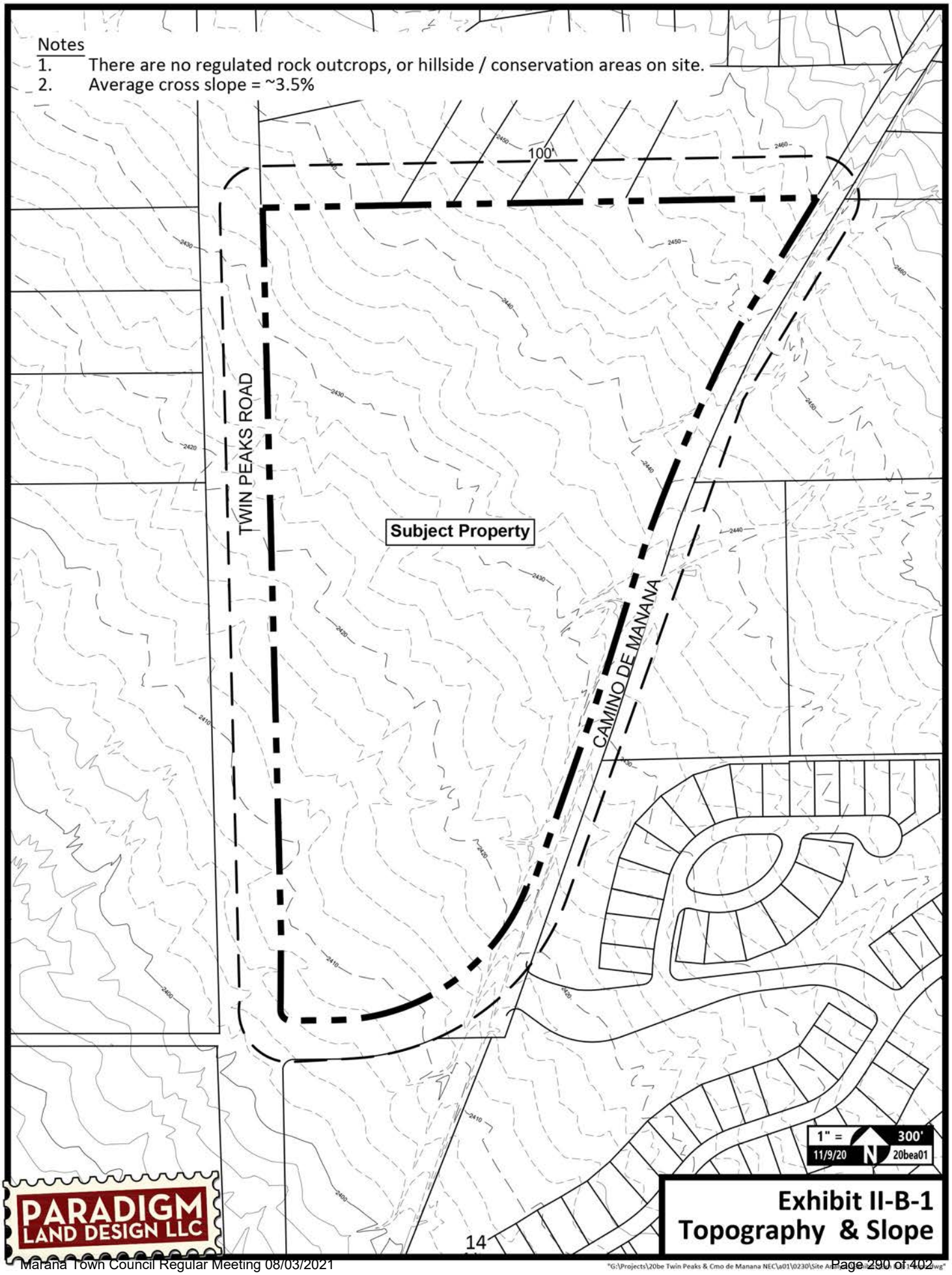
   The pre-development average cross-slope of the subject property is approximately 3.5%, according to the following formula:

   C = Contour Interval
   L = Length of Topographic Contours
   A = Acreage of Site

   (C x L x 0.0023) / A = Average Cross Slope
   (2' x 29,120' x 0.0023) / 38.15 = 3.5%

   b. Average Overall Slope

   The pre-development average overall slope is 2.3% from the northeast corner to the southwest corner of the project boundary.


Notes
1. There are no regulated rock outcrops, or hillside / conservation areas on site.
2. Average cross slope = ~3.5%
100'
TWIN PEAKS ROAD
CAMINO DE MANANA
Subject Property
1" = 300'
11/9/20
N
20bea01
PARADIGM LAND DESIGN LLC
Exhibit II-B-1
Topography & Slope
14

C. HYDROLOGY

This section of the site analysis describes pre-development onsite and offsite hydrologic and hydraulic characteristics. CMG Drainage Engineering, Inc. (CMG) conducted a preliminary drainage assessment for the development site based on the results of recent hydrologic computations using the PC Hydro method.

1. Off-site Features Affecting Site

   There are no significant offsite features that affect the project site. Upstream floodplain conditions can be defined as sheet flow and watershed divides are difficult to identify in some locations. As such, flows can cross watershed boundaries during higher magnitude storms. Roads and earthen berms may direct or divert flows during small storms but are inconsequential during a 100-year storm event.

2. Acreage of Upstream Offsite Watersheds

   Exhibit II-C-1: Onsite & Offsite Hydrology shows the boundaries of offsite watersheds that impact Twin Peaks 38. The project is located within a critical basin as defined by the Town of Marana. The upstream watersheds impact the subject property at four concentration points along the north and east property boundaries. These Concentration Points, identified as CP-1, CP-2, CP-3 and CP-4 are labeled numerically on Exhibit II-C-1: Onsite & Offsite Hydrology, and their respective 100-year discharges and watershed acreages are listed in tabular form on the exhibit. There are three concentration points along the downstream boundary labeled as CP-5 through CP-7.

Concentration Point	Area (Acres)	Q100 (CFS)
1	15.7	47.9
2	341.2	958.2
3	1,258.5	2,344.9
4	65.1	137.0
5 (Incl. CP 1)	20.9	66.3
6 (Incl. CP 2)	353.9	995.7
7 (Incl. CP 3)	1,278.7	2,362.7

3. On-site Hydrology Characteristics

There are no well-defined onsite watershed boundaries due to the sheet flow conditions present throughout the area. Areas of sheet flooding are present across the entire project site. Distributary flow patterns are present at several locations within the upstream watersheds. As such, flow patterns and peak discharges may change during future floods.

a. 100-year Floodplains with Peak Discharges ≥ 50 CFS

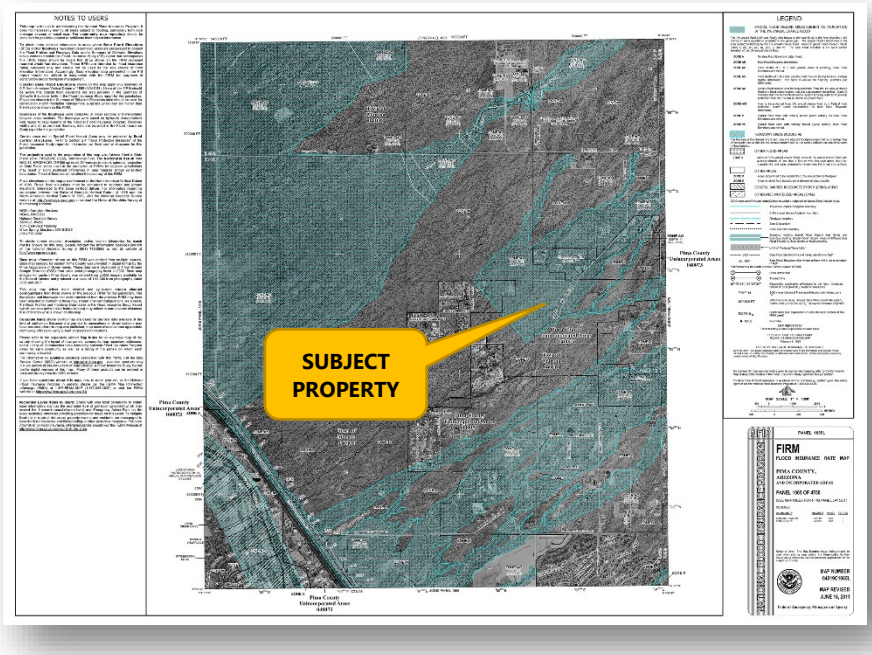
All peak discharges entering and exiting the site, as well as their contributing drainage areas have been shown on Exhibit II-C-1: Onsite & Offsite Hydrology.

b. Areas of Sheet Flooding and Average Depths

Areas of sheet flooding are present across this entire development site.

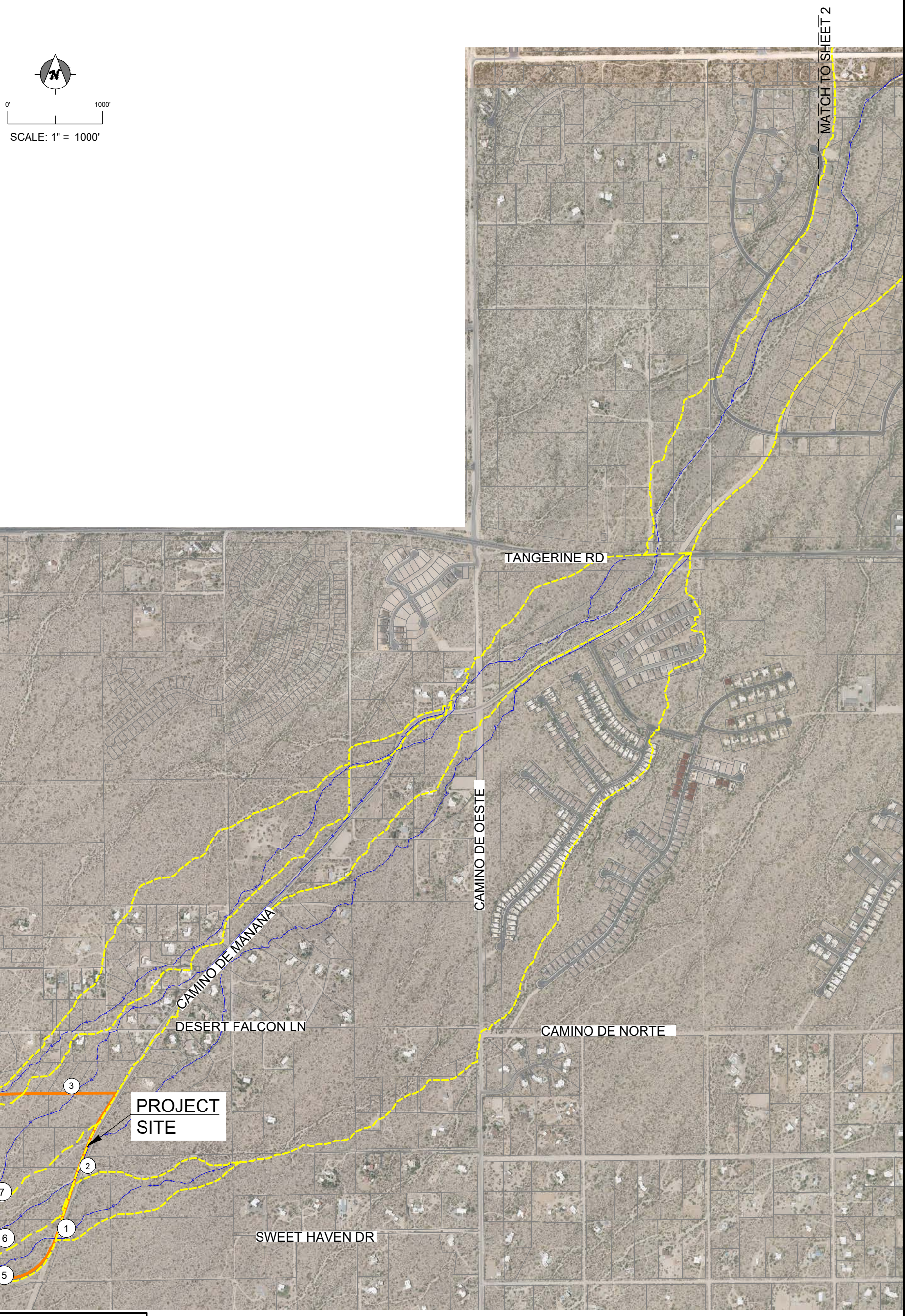
c. Federally mapped floodways and floodplains

The effective FEMA floodplain limits and zone designations have been shown on Exhibit II-C-2: Effective FEMA Floodplain Map. The FEMA Flood Insurance Rate Map Panel 04019C1065L shows the property to be in Zone AO1 which indicates average flooding depths of about one foot. The zone also carries an alluvial fan designation. FEMA Zone AO1 covers most of the property, with the southern tip of the property being designated as Zone X.



4. Existing Drainage Conditions along the Downstream Property Boundary

Stormwater runoff leaves the site along the west boundary via drainage culverts under Twin Peaks Road.



CP SUMMARY TABLE		
CP	AREA (AC)	Q100 (CFS)
1	15.7	47.9
2	341.2	958.2
3	1258.5	2344.9
4	65.1	137.0
5 (Incl. CP-1)	20.9	66.3
6 (Incl CP-2)	353.9	995.7
7 (Incl CP-3)	1278.7	2362.7

LEGEND

- PROPERTY BOUNDARY
- WATERSHED BOUNDARY
- STREAMLINE
- (1) CONCENTRATION POINT (CP)

CMG DRAINAGE ENGINEERING, INC.
3555 N. Mountain Ave. Tucson, Arizona 85719
Phone (520) 882-4244 Fax (520) 888-1421

PROJECT NO.:	20-039
DESIGN:	CMG
CHECKED:	CMG
DRAWN:	BJK
DATE:	11/09/2020
REV. DATE:	
REV. DATE:	
REV. DATE:	

EXHIBIT II-C-1: ONSITE & OFFSITE HYDROLOGY

TWIN PEAKS & CAMINO DE MANANA

SHEET 1 OF 2

Z:\PROJECTS\2020\20-039_Fairfield_Twin_Peaks _Property\CADD\20-039_cmgbase.dwg (Exhibit II-C-1 Onsite & Offsite Hydro pg1) Plotted Nov 09, 2020 at 2:46pm by Brenda

0' 1000'

SCALE: 1" = 1000'

SAGUARO RANCH RD

GECKO CYN TRL

THORNYDALE RD

MOORE RD

MATCH TO SHEET 1

CP SUMMARY TABLE		
CP	AREA (AC)	Q100 (CFS)
1	15.7	47.9
2	341.2	958.2
3	1258.5	2344.9
4	65.1	137.0
5 (Incl. CP-1)	20.9	66.3
6 (Incl CP-2)	353.9	995.7
7 (Incl CP-3)	1278.7	2362.7

LEGEND

PROPERTY BOUNDARY

WATERSHED BOUNDARY

STREAMLINE

1 CONCENTRATION POINT (CP)

CMG DRAINAGE ENGINEERING, INC.

3555 N. Mountain Ave. Tucson, Arizona 85719
Phone (520) 882-4244 Fax (520) 888-1421

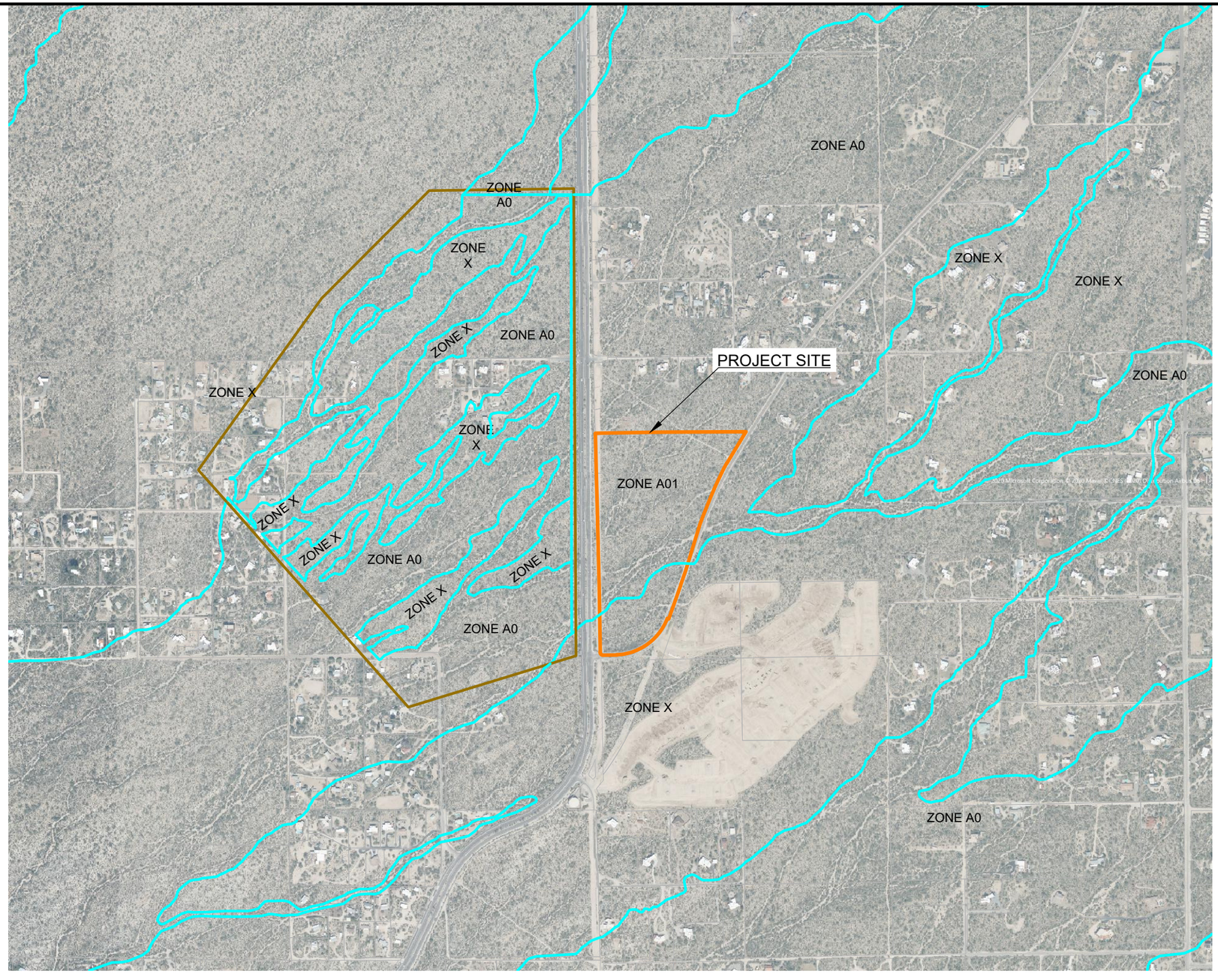
PROJECT NO.:	20-039
DESIGN:	CMG
CHECKED:	CMG
DRAWN:	BJK
DATE:	11/09/2020
REV. DATE:	
REV. DATE:	
REV. DATE:	

EXHIBIT II-C-1: ONSITE & OFFSITE HYDROLOGY

TWIN PEAKS & CAMINO DE MANANA

SHEET 2 OF 2

Z:\PROJECTS\2020\20-039_Fairfield_Twin_Peaks _Property\CADD\20-039_cmgbase.dwg (Exhibit II-C-1 Onsite & Offsite Hydro pg2) Plotted Nov 09, 2020 at 2:37pm by Brenda



LEGEND

PROPERTY BOUNDARY

1% ANNUAL CHANCE FLOODPLAIN BOUNDARY

CMG DRAINAGE ENGINEERING, INC.
3555 N. Mountain Ave. Tucson, Arizona 85719
Phone (520) 882-4244 Fax (520) 888-1421

0' 1000'

SCALE: 1" = 1000'

EXHIBIT II-C-2:
EFFECTIVE FEMA
FLOODPLAIN MAP
04019C1065L
TWIN PEAKS RD & CAMINO DE MANANA

Z:\PROJECTS\2020\20-039_Fairfield_Twin_Peaks_Property\CADD\20-039_FEMA_FIRMPANEL.dwg (Exhibit II-C-2 Effective FEMA Floodplain Map)

D. VEGETATION

1. On-site Vegetative Communities

   Onsite vegetation is typical of the Arizona Upland Sonoran Desert Scrub Biotic Community, Paloverde – Mixed Cacti series. Native species include creosote, mesquite, palo verde, cholla, prickly pear, and saguaro.

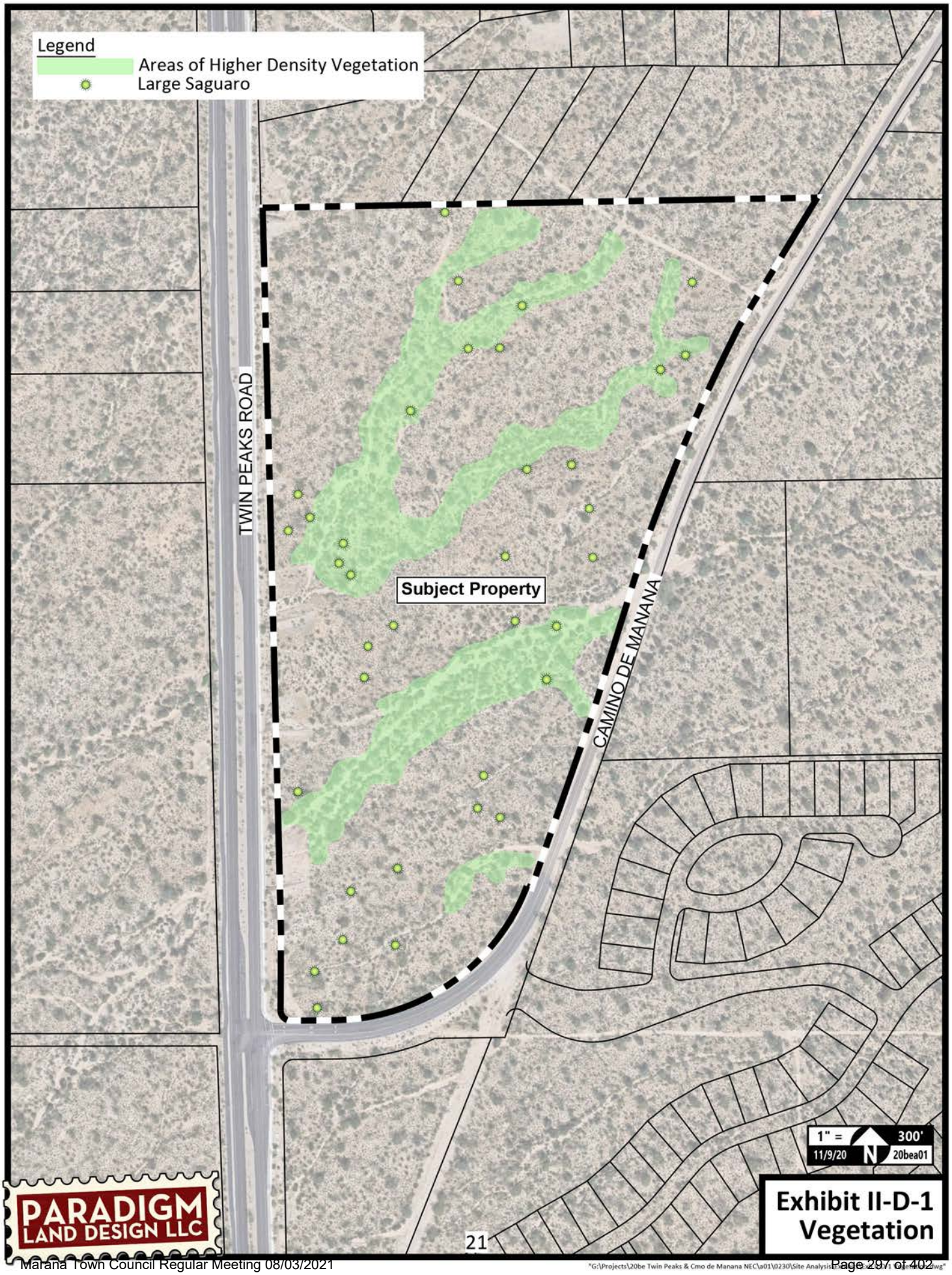
2. Significant, Threatened, or Endangered Flora

   No threatened or endangered flora are known to exist on site.

3. Vegetative Densities

   Vegetative density of the subject site is approximately 20 percent plant cover. See Exhibit II-D-1: Vegetation.




Legend
Areas of Higher Density Vegetation
Large Saguaro
TWIN PEAKS ROAD
Subject Property
CAMINO DE MANANA
1" = 300'
11/9/20
N
20bea01
PARADIGM LAND DESIGN LLC
Exhibit II-D-1
Vegetation
21

E. WILDLIFE

The Arizona Game and Fish Department's online review tool has been consulted, and the Environmental Review report, dated October 4, 2020, indicates that several federally listed species have been known to exist in the vicinity of this development. Any protected species encountered onsite will be handled according to applicable regulatory criteria. See Exhibit II-E-1: AZGFD Report.

As part of the widening of Twin Peaks Rd. a 6-foot tall wildlife fence was installed along the western edge of Twin Peaks 38. The bottom 2 feet of the fence is fine mesh to keep small critters from venturing onto Twin Peaks Rd, and the top 4 feet are a more open mesh to control larger wildlife. Below is a picture of the fencing.



Wildlife Fencing along Twin Peaks Rd.

Exhibit II-E-1: AZGFD Report

Arizona Environmental Online Review Tool Report

Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Twin Peaks 38

Project Description:
Residential development

Project Type:
Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Contact Person:
Paul Oland

Organization:
Paradigm Land Design LLC

On Behalf Of:
CONSULTING

Project ID:
HGIS-12131

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Page 1 of 13

Exhibit II-E-1: AZGFD Report (cont'd)

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Exhibit II-E-1: AZGFD Report (cont'd)

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

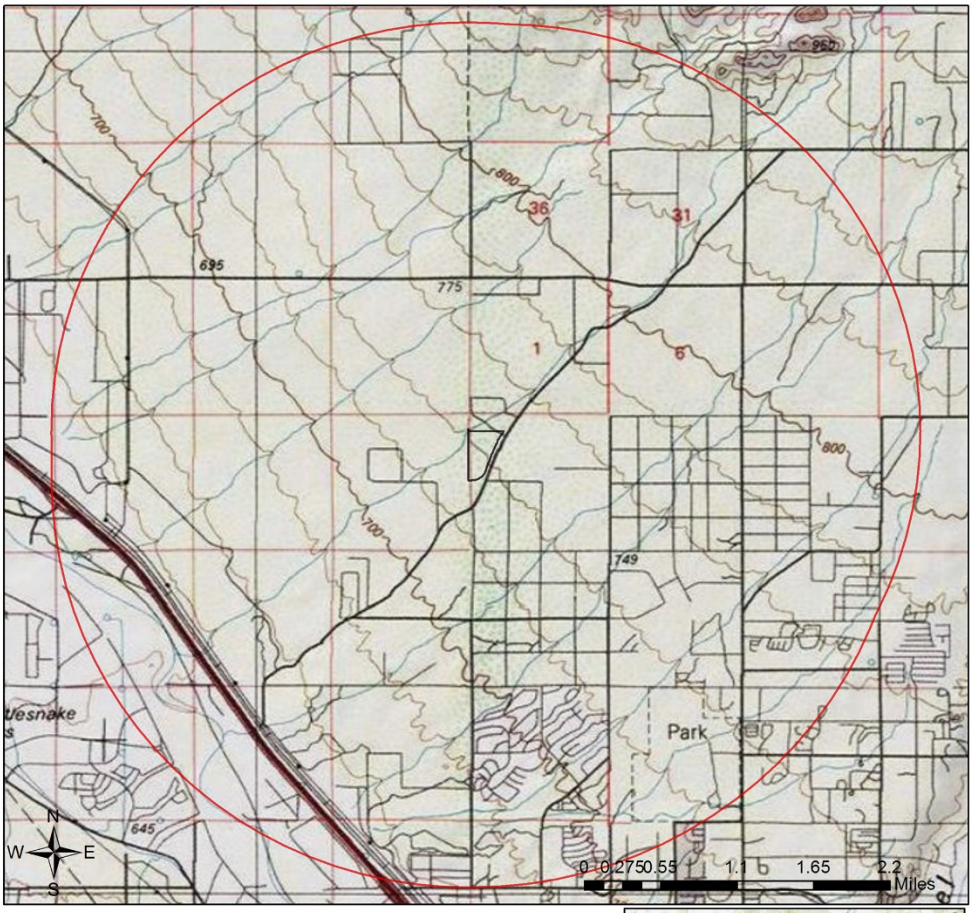
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12131

project_report_twin_peaks_38_38939_45287.pdf
Review Date: 7/5/2021 10:38:18 AM

Twin Peaks 38

USA Topo Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 38.41

Lat/Long (DD): 32.4059 / -111.0786

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

USGS Quad(s): RUELAS CANYON



Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap

Page 4 of 13

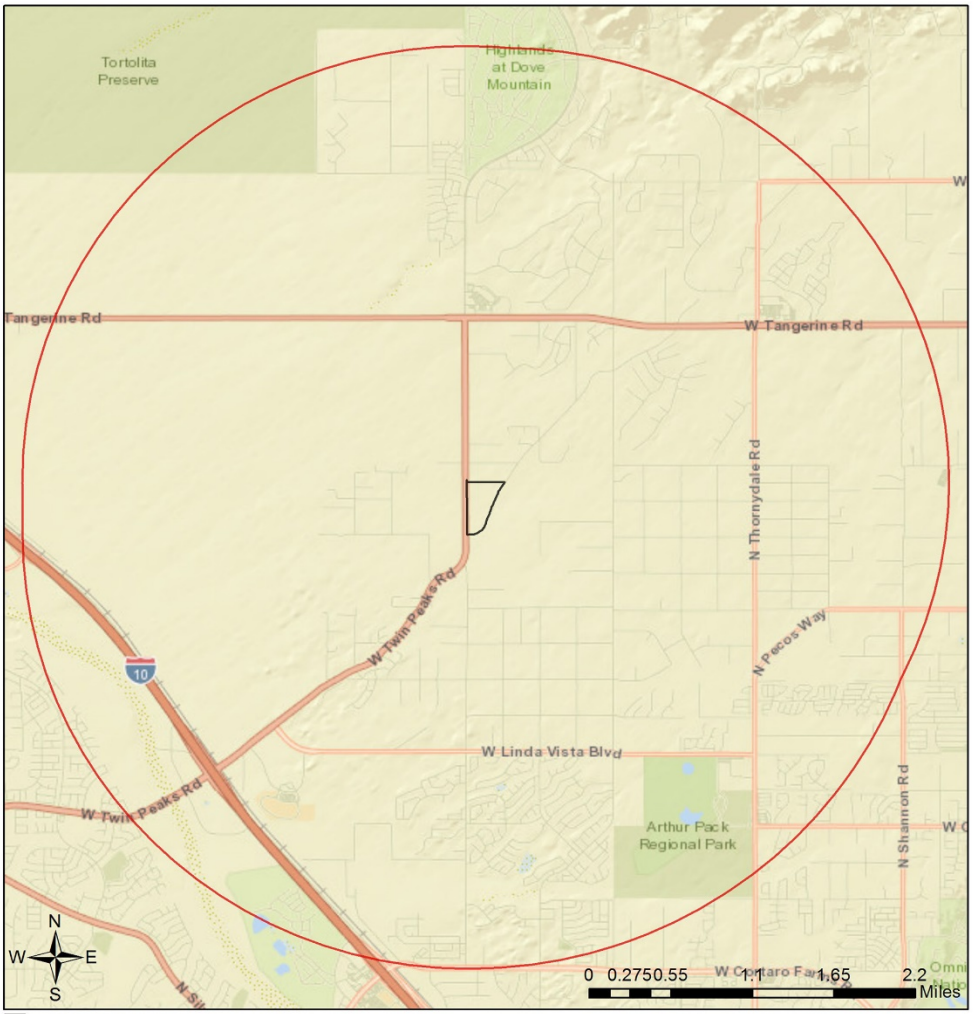
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12131

project_report_twin_peaks_38_38939_45287.pdf
Review Date: 7/5/2021 10:38:18 AM

Twin Peaks 38

Web Map As Submitted By User



Project Boundary

Buffered Project Boundary

Project Size (acres): 38.41

Lat/Long (DD): 32.4059 / -111.0786

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

USGS Quad(s): RUELAS CANYON

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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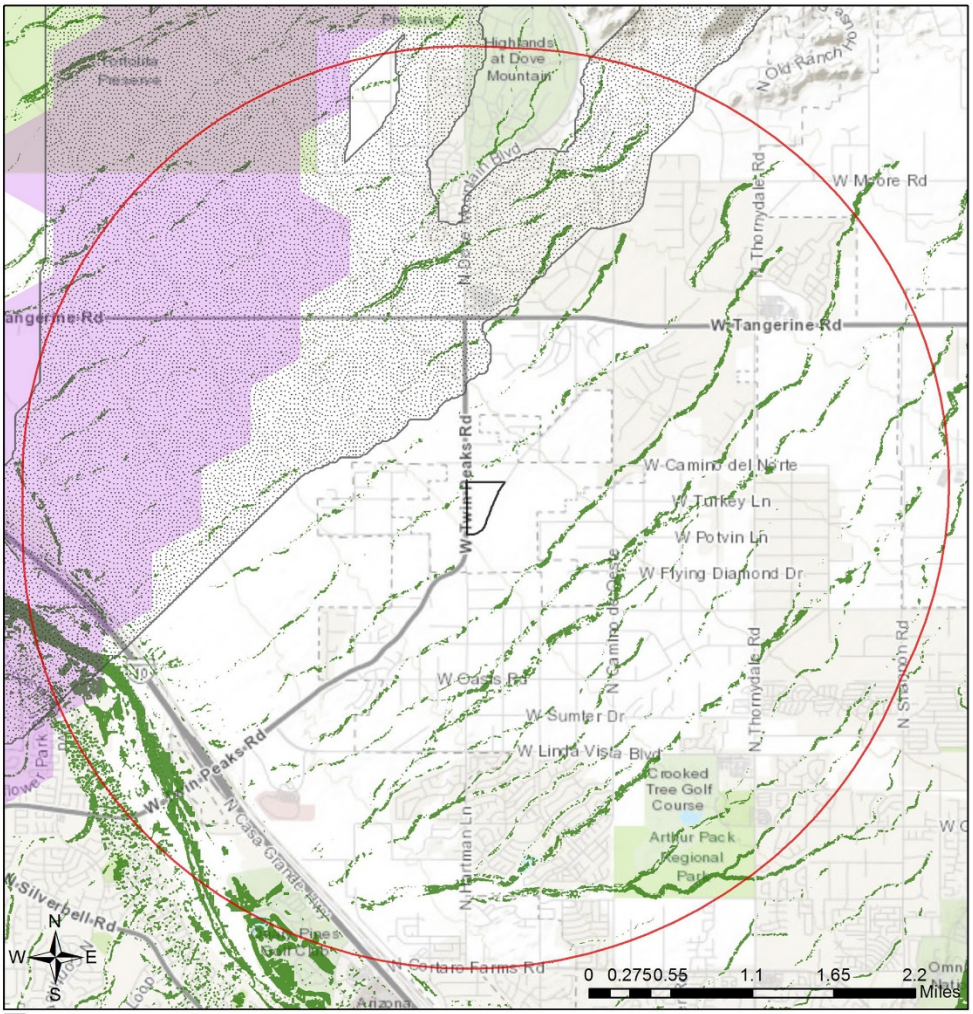
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12131

project_report_twin_peaks_38_38939_45287.pdf
Review Date: 7/5/2021 10:38:18 AM

Twin Peaks 38

Important Areas



- Project Boundary
- Buffered Project Boundary
- Wildlife Connectivity
- Important Connectivity Zones
- Pinal County Riparian
- Critical Habitat
- Important Bird Areas

Project Size (acres): 38.41
Lat/Long (DD): 32.4059 / -111.0786
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): RUELAS CANYON

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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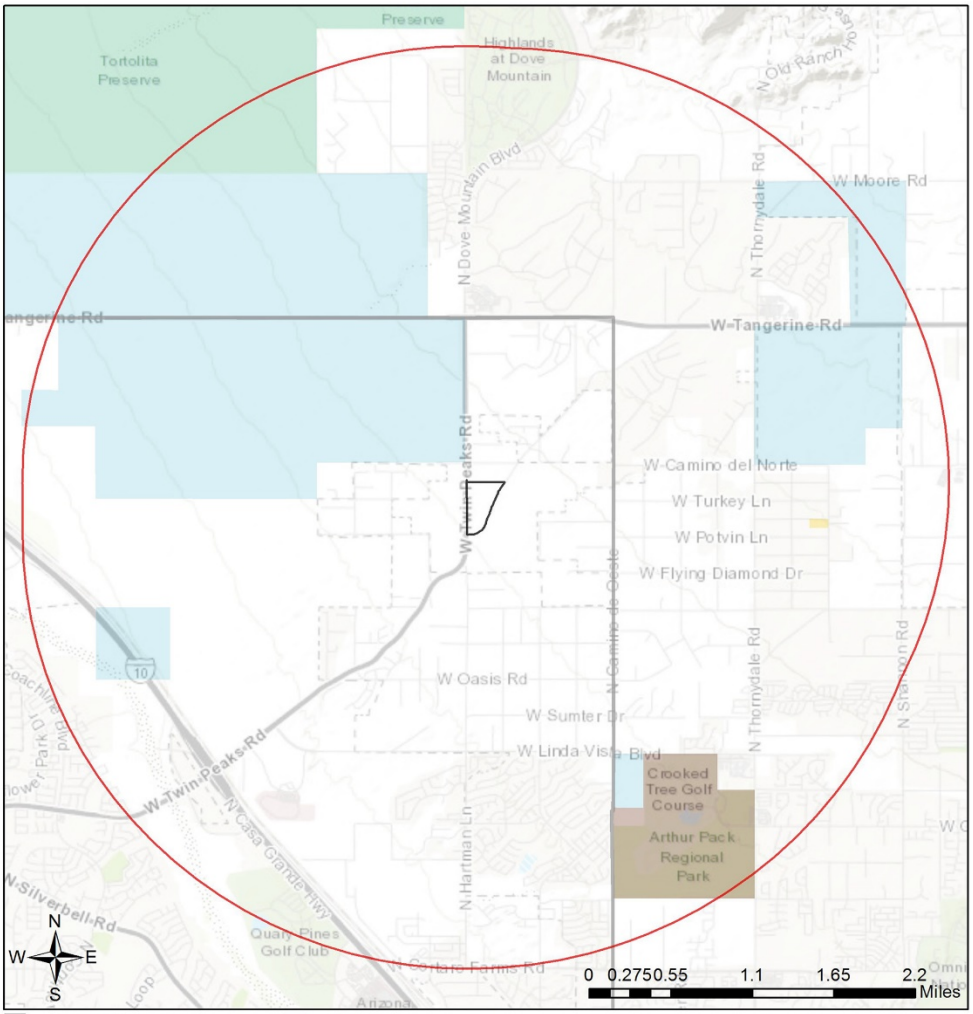
Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12131

project_report_twin_peaks_38_38939_45287.pdf
Review Date: 7/5/2021 10:38:18 AM

Twin Peaks 38

Township/Ranges and Land Ownership



- Project Boundary
- Buffered Project Boundary
- Township/Ranges

Land Ownership

- AZ Game & Fish Dept.
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State & Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge

Project Size (acres): 38.41
Lat/Long (DD): 32.4059 / -111.0786
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): RUELAS CANYON

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12131

project_report_twin_peaks_38_38939_45287.pdf
Review Date: 7/5/2021 10:38:18 AM

Special Status Species Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Dendrocygna bicolor	Fulvous Whistling-Duck	SC				
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C	S	S		1A
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Tumamoca macdougalii	Tumamoc Globeberry	DL	S	S	SR	

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Special Areas Documented that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Riparian Area	Riparian Area					

Note: Status code definitions can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/statusdefinitions/
.

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Calypte costae	Costa's Hummingbird					1C
Chilomeniscus stramineus	Variable Sandsnake					1B
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B
Cynanthus latirostris	Broad-billed Hummingbird		S			1B
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Euderma maculatum	Spotted Bat	SC	S	S		1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C	S	S		1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Incilius alvarius	Sonoran Desert Toad					1B
Lasiurus xanthinus	Western Yellow Bat		S			1B

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Exhibit II-E-1: AZGFD Report (cont'd)

Arizona Game and Fish Department
Project ID: HGIS-12131

project_report_twin_peaks_38_38939_45287.pdf
Review Date: 7/5/2021 10:38:18 AM

Species of Greatest Conservation Need Predicted that Intersect with Project Footprint as Drawn, based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Leptonycteris yerbabuenae	Lesser Long-nosed Bat	SC				1A
Lepus alleni	Antelope Jackrabbit					1B
Macrotus californicus	California Leaf-nosed Bat	SC		S		1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's Towhee		S			1B
Micrathene whitneyi	Elf Owl					1C
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myiarchus tyrannulus	Brown-crested Flycatcher					1C
Myotis occultus	Arizona Myotis	SC		S		1B
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Oreoscoptes montanus	Sage Thrasher					1C
Oreothlypis luciae	Lucy's Warbler					1C
Peucaea carpalis	Rufous-winged Sparrow					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Progne subis hesperia	Desert Purple Martin			S		1B
Setophaga petechia	Yellow Warbler					1B
Spizella breweri	Brewer's Sparrow					1C
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Toxostoma lecontei	LeConte's Thrasher			S		1B
Vireo bellii arizonae	Arizona Bell's Vireo					1B
Vulpes macrotis	Kit Fox	No Status				1B

Species of Economic and Recreation Importance Predicted that Intersect with Project Footprint as Drawn

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Page 9 of 13

Exhibit II-E-1: AZGFD Report (cont'd)

Project Type: Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Project Type Recommendations:
Fence recommendations will be dependant upon the goals of the fence project and the wildlife species expected to be impacted by the project. General guidelines for ensuring wildlife-friendly fences include: barbless wire on the top and bottom with the maximum fence height 42", minimum height for bottom 16". Modifications to this design may be considered for fencing anticipated to be routinely encountered by elk, bighorn sheep or pronghorn (e.g., Pronghorn fencing would require 18" minimum height on the bottom). Please refer to the Department's Fencing Guidelines located on Wildlife Friendly Guidelines page, which is part of the WIldlife Planning button at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife. Guidelines for many of these can be found at: https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use. Use only the minimum amount of light needed for safety. Narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, canted, or cut to ensure that light reaches only areas needing illumination.

Minimize the potential introduction or spread of exotic invasive species, including aquatic and terrestrial plants, animals, insects and pathogens. Precautions should be taken to wash and/or decontaminate all equipment utilized in the project activities before entering and leaving the site. See the Arizona Department of Agriculture website for a list of prohibited and restricted noxious weeds at https://www.invasivespeciesinfo.gov/unitedstates/az.shtml and the Arizona Native Plant Society https://aznps.com/invas for recommendations on how to control. To view a list of documented invasive species or to report invasive species in or near your project area visit iMapInvasives - a national cloud-based application for tracking and managing invasive species at https://imap.natureserve.org/imap/services/page/map.html.

- To build a list: zoom to your area of interest, use the identify/measure tool to draw a polygon around your area of interest, and select "See What's Here" for a list of reported species. To export the list, you must have an account and be logged in. You can then use the export tool to draw a boundary and export the records in a csv file.

The construction or maintenance of water developments should include: incorporation of aspects of the natural environment and the visual resources, maintaining the water for a variety of species, water surface area (e.g., bats require a greater area due to in-flight drinking), accessibility, year-round availability, minimizing potential for water quality problems, frequency of flushing, shading of natural features, regular clean-up of debris, escape ramps, minimizing obstacles, and minimizing accumulation of silt and mud.

Exhibit II-E-1: AZGFD Report (cont'd)

Minimization and mitigation of impacts to wildlife and fish species due to changes in water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods) should be evaluated. Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing of the project in order to minimize impacts to spawning fish and other aquatic species (include spawning seasons), and to reduce spread of exotic invasive species. We recommend early direct coordination with Project Evaluation Program for projects that could impact water resources, wetlands, streams, springs, and/or riparian habitats.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

Based on the project type entered, coordination with State Historic Preservation Office may be required (http://azstateparks.com/SHPO/index.html).

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herptefauna (snakes, lizards, tortoise) from entering ditches.

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors, and the incorporation of these critical wildlife components into the community plans and programs. Community planners should identify open spaces and habitat blocks that can be maintained in their area, and the necessary connections between those blocks to be preserved or protected. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The Department's guidelines for incorporating wildlife considerations into community planning and developments can be found on the Widlife Friendly Guidelines portion of the Wildlife Planning page at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Design culverts to minimize impacts to channel geometry, or design channel geometry (low flow, overbank, floodplains) and substrates to carry expected discharge using local drainages of appropriate size as templates. Reduce/minimize barriers to allow movement of amphibians or fish (e.g., eliminate falls). Also for terrestrial wildlife, washes and stream corridors often provide important corridors for movement. Overall culvert width, height, and length should be optimized for movement of the greatest number and diversity of species expected to utilize the passage. Culvert designs should consider moisture, light, and noise, while providing clear views at both ends to maximize utilization. For many species, fencing is an important design feature that can be utilized with culverts to funnel wildlife into these areas and minimize the potential for roadway collisions. Guidelines for culvert designs to facilitate wildlife passage can be found on the home page of this application at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/.

Based on the project type entered, coordination with Arizona Department of Environmental Quality may be required (http://www.azdeq.gov/).

Based on the project type entered, coordination with Arizona Department of Water Resources may be required (https://new.azwater.gov/).

Based on the project type entered, coordination with U.S. Army Corps of Engineers may be required (http://www.usace.army.mil/)

Based on the project type entered, coordination with County Flood Control district(s) may be required.

Exhibit II-E-1: AZGFD Report (cont'd)

Development plans should provide for open natural space for wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please contact Project Evaluation Program for more information on living with urban wildlife at PEP@azgfd.gov or at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/ and https://www.azgfd.com/Wildlife/LivingWith.

Vegetation restoration projects (including treatments of invasive or exotic species) should have a completed site-evaluation plan (identifying environmental conditions necessary to re-establish native vegetation), a revegetation plan (species, density, method of establishment), a short and long-term monitoring plan, including adaptive management guidelines to address needs for replacement vegetation.

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly at PEP@azgfd.gov.

Project Location and/or Species Recommendations:
HDMS records indicate that one or more native plants listed on the **Arizona Native Plant Law and Antiquities Act** have been documented within the vicinity of your project area. Please contact:
Arizona Department of Agriculture
1688 W Adams St.
Phoenix, AZ 85007
Phone: 602.542.4373
https://agriculture.az.gov/sites/default/files/Native%20Plant%20Rules%20-%20AZ%20Dept%20of%20Ag.pdf starts on page 44

HDMS records indicate that **Lesser Long-nosed Bats** have been documented within the vicinity of your project area. Please review the Lesser Long-nosed Bat Management Guidelines at: https://s3.amazonaws.com/azgfd-portal-wordpress/PortalImages/files/wildlife/planningFor/wildlifeFriendlyGuidelines/FINALlecuyeHabitatGdln.pdf

HDMS records indicate that one or more **Listed, Proposed, or Candidate** species or **Critical Habitat** (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at http://www.fws.gov/southwest/es/arizona/ or:

Phoenix Main Office
9828 North 31st Avenue #C3
Phoenix, AZ 85051-2517
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
Phone: 928-556-2157
Fax: 928-556-2121

Exhibit II-E-1: AZGFD Report (cont'd)

This review has identified **riparian areas** within the vicinity of your project. During the planning stage of your project, avoid, minimize, or mitigate any potential impacts to riparian areas identified in this report. Riparian areas play an important role in maintaining the functional integrity of the landscape, primarily by acting as natural drainages that convey water through an area, thereby reducing flood events. In addition, riparian areas provide important movement corridors and habitat for fish and wildlife. Riparian areas are channels that contain water year-round or at least part of the year. Riparian areas also include those channels which are dry most of the year, but may contain or convey water following rain events. All types of riparian areas offer vital habitats, resources, and movement corridors for wildlife. The Pinal County Comprehensive Plan (i.e. policies *6.1.2.1* and *7.1.2.4*), Open Space and Trails Master Plan, Drainage Ordinance, and Drainage Design Manual all identify riparian area considerations, guidance, and policies. Guidelines to avoid, minimize, or mitigate impacts to riparian habitat can be found at https://www.azgfd.com/wildlife/planning/wildlifeguidelines/. Based on the project type entered, further consultation with the Arizona Game and Fish Department and Pinal County may be warranted.

HDMS records indicate that **Sonoran Desert Tortoise** have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at: https://www.azgfd.com/wildlife/nongamemanagement/tortoise/

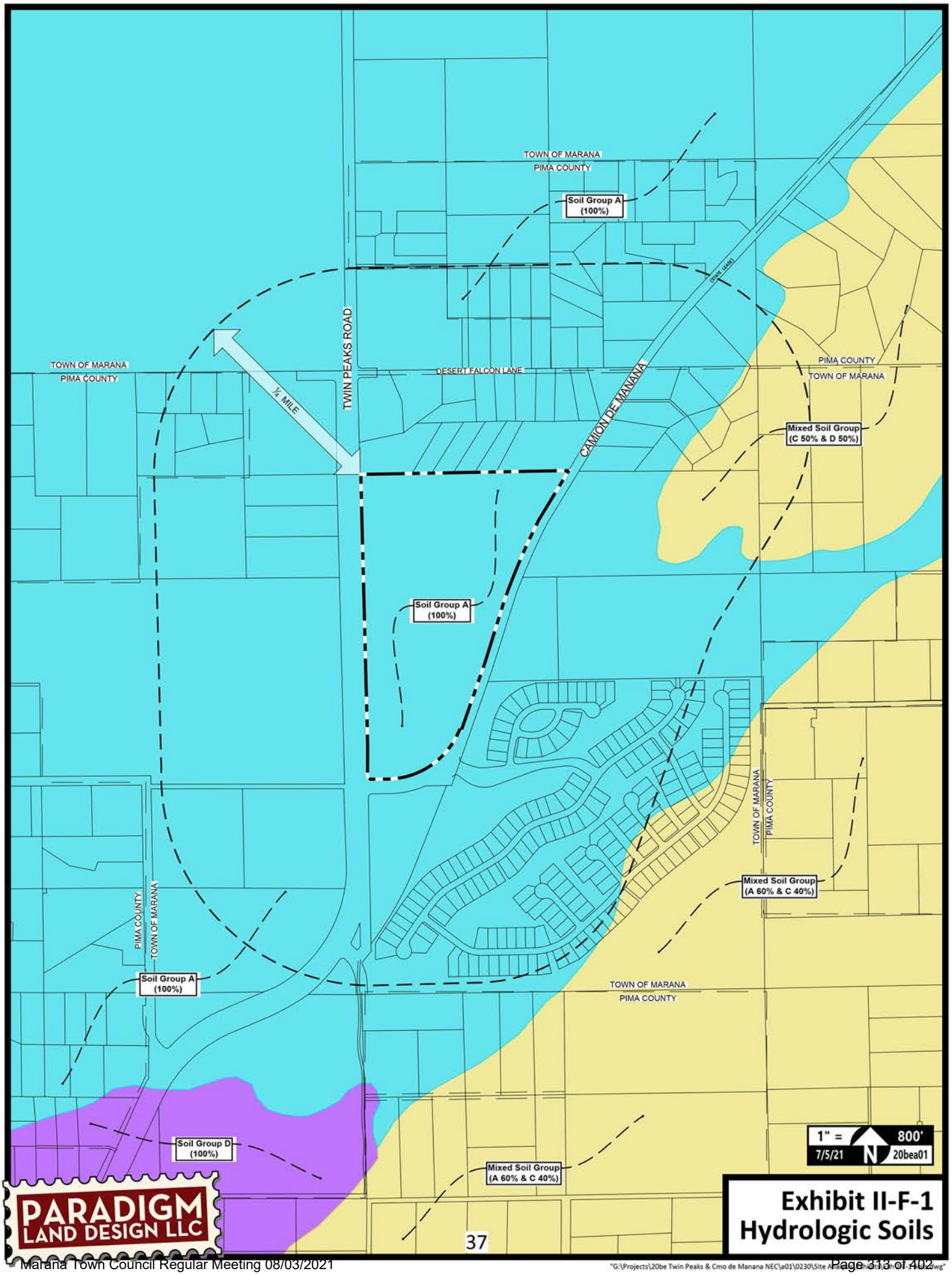
F. SOILS AND GEOLOGY

1. Soils

   Soils in the vicinity of this development are classified by the U.S. Natural Resources Conservation Service (NRCS) as 100% "Soil Group A" hydrologic soil group (Anthony gravelly sandy loam, 1-3% slopes). This designation is typical of the Tortolita Fan area and is characterized by well-draining sandy soil on the surface, with gravelly soil several feet below. Detailed geotechnical investigation will be performed prior to development. See Exhibit II-F-1: Hydrologic Soils.

2. Geology

   Twin Peaks 38 lies within the Tortolita Fan area, which falls into the Santa Cruz River basin valley. According to the Arizona Geological Survey's online Geologic Map of Arizona (data.azgs.az.gov/geologic-map-of-arizona/) the subject property's geology is described as "Quaternary Surficial deposits, undivided (0-2 Ma): Unconsolidated to strongly consolidated alluvial and eolian deposits. This unit includes coarse, poorly sorted alluvial fan and terrace deposits on middle and upper piedmonts and along large drainages; sand, silt and clay on alluvial plains and playas; and wind-blown sand deposits."


TOWN OF MARANA
PIMA COUNTY
Soil Group A
(100%)
TWIN PEAKS ROAD
¼ MILE
DESERT FALCON LANE
CAMION DE MANANA
TOWN OF MARANA
PIMA COUNTY
PIMA COUNTY
TOWN OF MARANA
Mixed Soil Group
(C 50% & D 50%)
Soil Group A
(100%)
TOWN OF MARANA
PIMA COUNTY
Mixed Soil Group
(A 60% & C 40%)
PIMA COUNTY
TOWN OF MARANA
Soil Group A
(100%)
TOWN OF MARANA
PIMA COUNTY
Soil Group D
(100%)
Mixed Soil Group
(A 60% & C 40%)
1" = 800'
7/5/21
20bea01
PARADIGM
LAND DESIGN LLC
Exhibit II-F-1
Hydrologic Soils
37

G. VIEWSHEDS

1. Viewsheds from Adjacent Properties

   Primary views from the site are of the Tortolita Mountains to the north, the Tucson Mountains to the southwest, and the Catalina Mountains to the east. Development of Twin Peaks 38 will not block these views for the existing homes in the area. See Exhibit II-G-1: Viewsheds and Exhibit II-G: Viewshed Photographs.



View toward Sombrero Peak from South End of Site

2. Views which may be Blocked by the Proposed Development

   None.

3. Site Visibility

   Views into the subject site are somewhat restricted due to existing vegetation and the relatively even and flat nature of the topography that typifies the area.

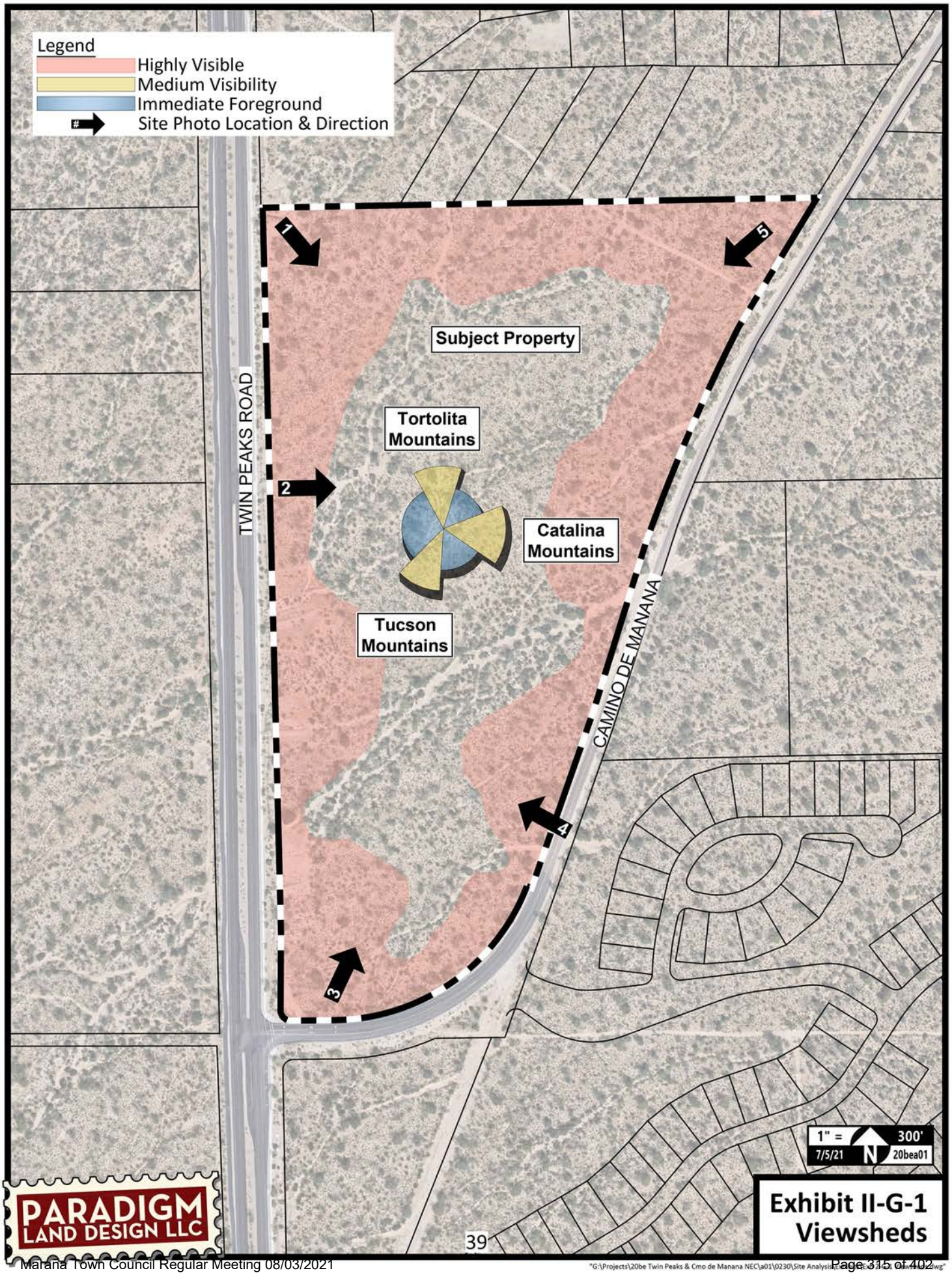

Legend
Highly Visible
Medium Visibility
Immediate Foreground
Site Photo Location & Direction
1
2
3
4
5
Subject Property
Tortolita Mountains
Catalina Mountains
Tucson Mountains
TWIN PEAKS ROAD
CAMINO DE MANANA
1" = 300'
7/5/21
N
20bea01
PARADIGM LAND DESIGN LLC
Exhibit II-G-1
Viewsheds
39

Exhibit II-G-2: Viewshed Photographs



Photo Location #1: Looking Southeast into Site



Photo Location #1: Looking Northwest away from Site

Exhibit II-G: Viewshed Photographs (cont'd)



Photo Location #1: Looking South along Sewer Easement



Photo Location #2: Looking East into Site

Exhibit II-G: Viewshed Photographs (cont'd)



Photo Location #2: Looking West away from Site



Photo Location #3: Looking North into Site

Exhibit II-G: Viewshed Photographs (cont'd)



Photo Location #3: Looking South away from Site



Photo Location #4: Looking Northwest into Site

Exhibit II-G: Viewshed Photographs (cont'd)



Photo Location #4: Looking Southeast away from Site



Photo Location #5: Looking Southwest into Site

Exhibit II-G: Viewshed Photographs (cont'd)



Photo Location #5: Looking East away from Site



View toward Sombrero Peak from South End of Site

H. TRAFFIC

1. Existing / Proposed Offsite Streets between the Development and Nearest Arterial Streets

   None, since the site is adjacent to Twin Peaks Road, which is a regionally significant arterial street. The 2045 P.A.G. Regional Mobility and Accessibility Plan proposes no additional improvements within a mile of Twin Peaks 38, and the existing arterial roadway system has ample capacity to support this project.



2. Nearby Arterial Streets

   All the traffic generated by this project will be accommodated by Twin Peaks Road and Camino del Mañana. A Traffic Impact Statement has been prepared by M. Esparza Engineering, and submitted to the Town.

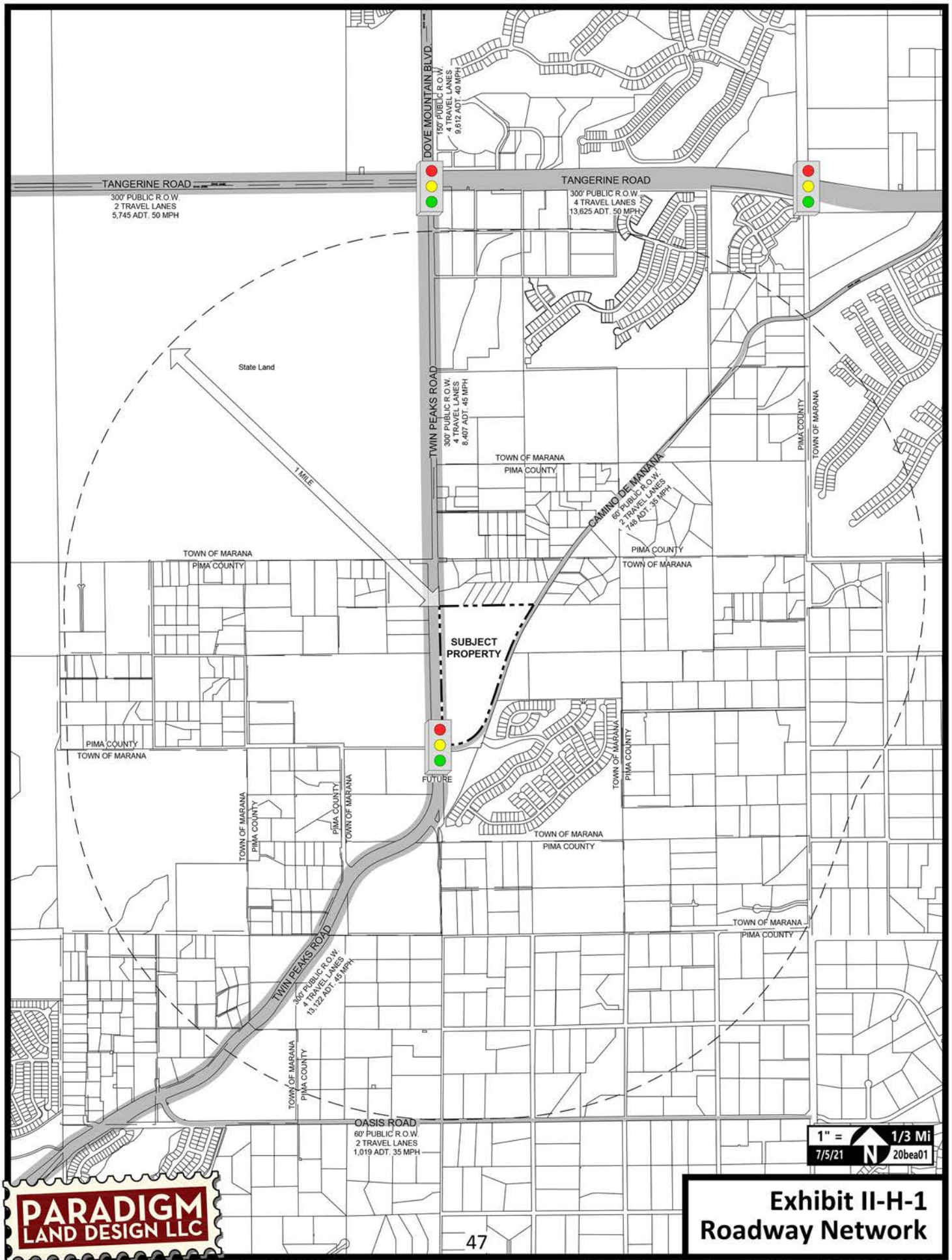
Roadway Name	Planned Right-of-Way Width	Exist. Lanes	Median Type	Speed Limit	General Plan Designation
Twin Peaks Rd.	150′	4	Raised	45 mph	Arterial
Camino de Mañana	60′	2	None	35 mph	None
Tangerine Rd.	250′+	4	Raised	50 mph	Arterial
Interstate 10	Varies	6	Depressed	75 mph	Interstate

3. Nearby Arterial Intersections

   The only arterial intersection within a mile of the of the site that will carry traffic generated by this development is the signalized intersection of Twin Peaks Road and Tangerine Road.

4. Nearby Bicycle / Pedestrian Ways

   A natural multi-use path and paved multi-use path are provided alongside Twin Peaks Road and Tangerine Road. Bicycle lanes are provided along Twin Peaks Road and Tangerine Road.



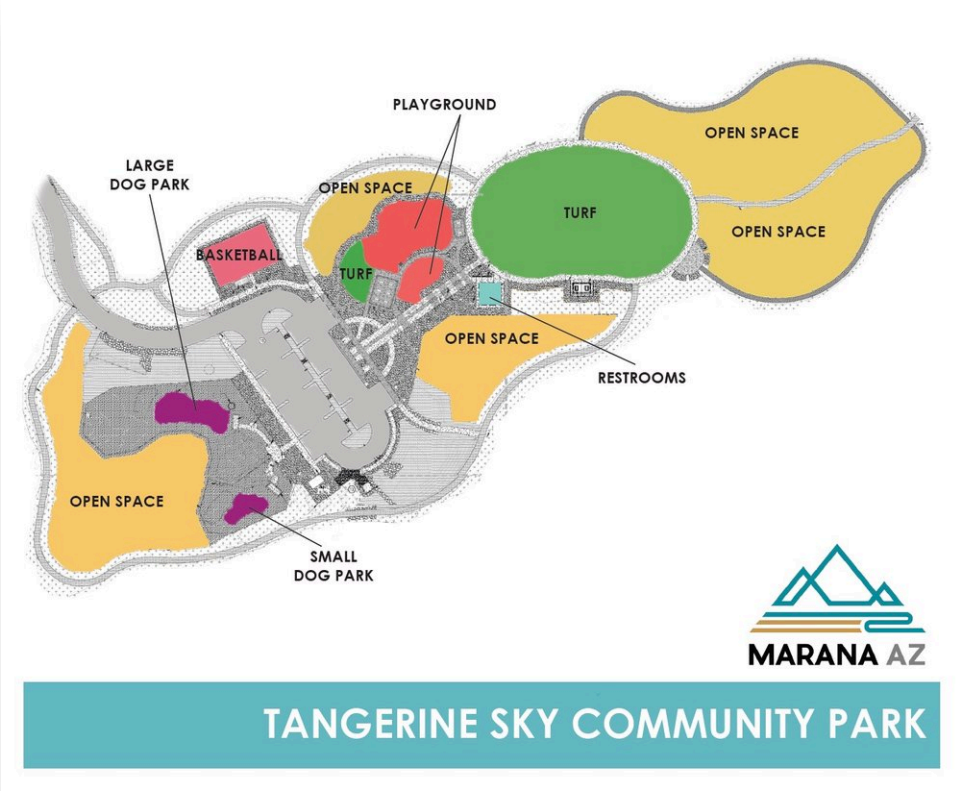
PARADIGM LAND DESIGN LLC

Exhibit II-H-1
Roadway Network

"G:\Projects\20be Twin Peaks & Cmo de Manana NEC\a01\0230\Site Analysis\Exhibits\20bea01 Roadway Network.dwg"

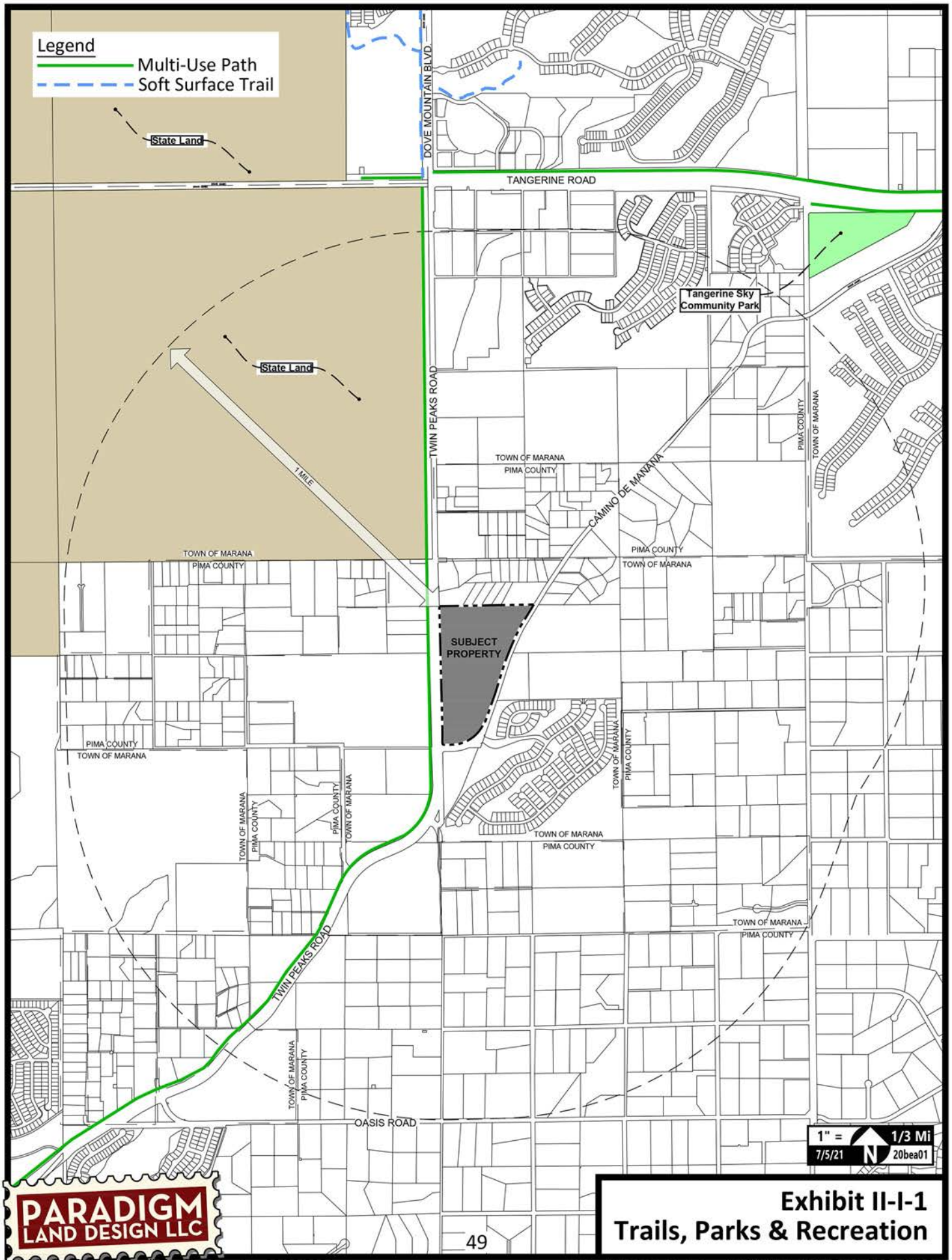
I. RECREATION AND TRAILS

The Tangerine Sky Community Park is just over a mile to the northeast and is easily accessible from Twin Peaks 38 via Camino de Manana. This public park features 3 ramadas with grills, an open space grass area, 2 dog parks, a basketball court, 2 playground areas, restrooms, multi-use walking paths, and access to tangerine road shared use path.



The paved multi-use path along Twin Peaks Rd. provides pedestrian connectivity to the Town's broader trail system. Some subdivisions along Twin Peaks Rd. have been required by the Town to dedicate public trail easements to facilitate access and connectivity to the greater trail network.

See Exhibit II-I-1: Trails, Parks & Recreation.



PARADIGM LAND DESIGN LLC

Exhibit II-I-1
Trails, Parks & Recreation

"G:\Projects\20be Twin Peaks & Cmo de Manana NEC\a01\0230\Site Analysis\Exhibits\[illegible] Trails.dwg"

J. CULTURAL, ARCHAEOLOGICAL, AND HISTORIC RESOURCES

1. Onsite Resources

   No cultural resources are known to exist on the subject property. If any are found during construction, State and local antiquities laws and protocols will be followed.

2. Archaeological Records

   An archaeological records check was performed by the Arizona State Museum and is included as Exhibit II-J-1: ASM Archaeological Records Check. Two surveys were noted by the Museum, and neither found any cultural resources onsite.

Exhibit II-J-1: ASM Archaeological Records Check

THE UNIVERSITY OF ARIZONA
ARIZONA STATE MUSEUM

Arizona State Museum
PO Box 210026
Tucson AZ 85721-0026
(520) 621-6281
www.statemuseum.arizona.edu

9 November 2020

Paul Oland
Paradigm Land Design LLC
7090 N. Oracle Rd. #178-193
Tucson, AZ 85704

RE: Twin Peaks & Cmo. De Manana NEC
Parcels 216-25-015F/H/J/L/M, 216-25-019B/E, 216-25-020C/E/F

Dear Paul,

Arizona State Museum (ASM) has reviewed archaeological project and site records in support of project: Twin Peaks & Camino de Manana. Correspondence indicates this project will involve proposed development of privately-owned land for creating a 38-acre residential neighborhood. The project area is located in the Town of Marana, Pima County, Arizona and encompasses parcels 216-25-015F/H/J/L/M, 216-25-019B/E, 216-25-020C/E/F within Township 12 South, Range 12 East, Section 12. Below are the results of ASM's research.

Search Results:

According to a search of the archaeological site files and records retained at ASM, 18 archaeological survey projects were conducted within a one-mile radius of the project area between 1981 and 2015. Previous survey work was conducted in support of:

- archaeological research;
- residential and commercial development;
- power, water, sewer, and gas lines;
- telecommunication cable installation;
- road clearance, extension, realignment, and access; and
- private property roadway easements.

The entire project area was surveyed during the Northern Tucson Basin archaeological research survey in 1981 (ASM Accession number 1981-174; Fish et al. 1992; Madsen et al. 1993). Another survey was conducted in 2005 in support of a road extension and alignment (ASM Accession #2005-1062; Twilling and Luchetta 2005). These surveys did not identify any archaeological sites within the project area.

Eight archaeological sites have been identified within a one-mile radius of the project area, none of which are within the current project area.

Page 1 of 2

Exhibit II-J-1: ASM Archaeological Records Check (cont'd)

Recommendations and Responsibilities:

1. Although the entire project area has been previously surveyed, the work was conducted 15 years ago, it is standard archaeological practice for a property to be re-surveyed if the previous survey was conducted 10 or more years ago, as there is a possibility for unidentified archaeological properties to have since been exposed. Therefore, ASM recommends, but it is not required by ASM, that a qualified archaeological contractor be consulted before any ground-disturbance begins. A list of archaeological contractors is available on the ASM website at: https://statemuseum.arizona.edu/crm

2. Pursuant to Arizona Revised Statute §41-865, if any human remains or funerary objects are discovered during project work, all work will stop within the area of the remains and ASM's Repatriation Office, will be contacted at 520-626-2950.

3. City, county, or municipal governments may have requirements; therefore, ASM recommends that the relevant jurisdiction(s) be consulted.

If you have any questions about the results of this records search, please feel free to contact me twilling@email.arizona.edu or 520-621-4795.

Sincerely,



Shannon Twilling, M.A.
Arizona Antiquities Act Administrator
Arizona State Museum

References:

Fish, Suzanne K., Paul R. Fish, and John H. Madsen (editors)
1992 *The Marana Community in the Hohokam World.* Anthropological Papers of the University of Arizona 56. University of Arizona Press, Tucson.

Madsen, John H., Paul R. Fish, and Suzanne K. Fish (editors)
1993 *The Northern Tucson Basin Survey: Research Directions and Background Studies.* Arizona State Museum Archaeological Series 182. University of Arizona Press, Tucson.

Twilling, Shannon D. and Sarah K. Luchetta
2005 *A Class III Cultural Resources Survey of Approximately 3.7 Miles Along a Proposed Expansion and Extension of Camino de Mañana in Marana and Unincorporated Pima County*, Arizona. Harris Environmental Group, Inc., Tucson.

Page 2 of 2

K. EXISTING INFRASTRUCTURE AND PUBLIC FACILITIES

1. Sewer

   Twin Peaks 38 will connect to the Pima County Regional Wastewater Reclamation Department sewer system in Twin Peaks Road. No septic systems are believed to be within 100 feet of the subject property. See Exhibit II-K-1: Existing Wells & Septic Systems.



Existing Sewer Easement along Western Edge of Site / Twin Peaks Rd.

2. Water

   This project is within the Marana Water service area. One private well is believed to exist onsite. See Exhibit II-K-1: Existing Wells & Septic Systems.

3. Natural Gas

   The property is located within the Southwest Gas service area

4. Electric

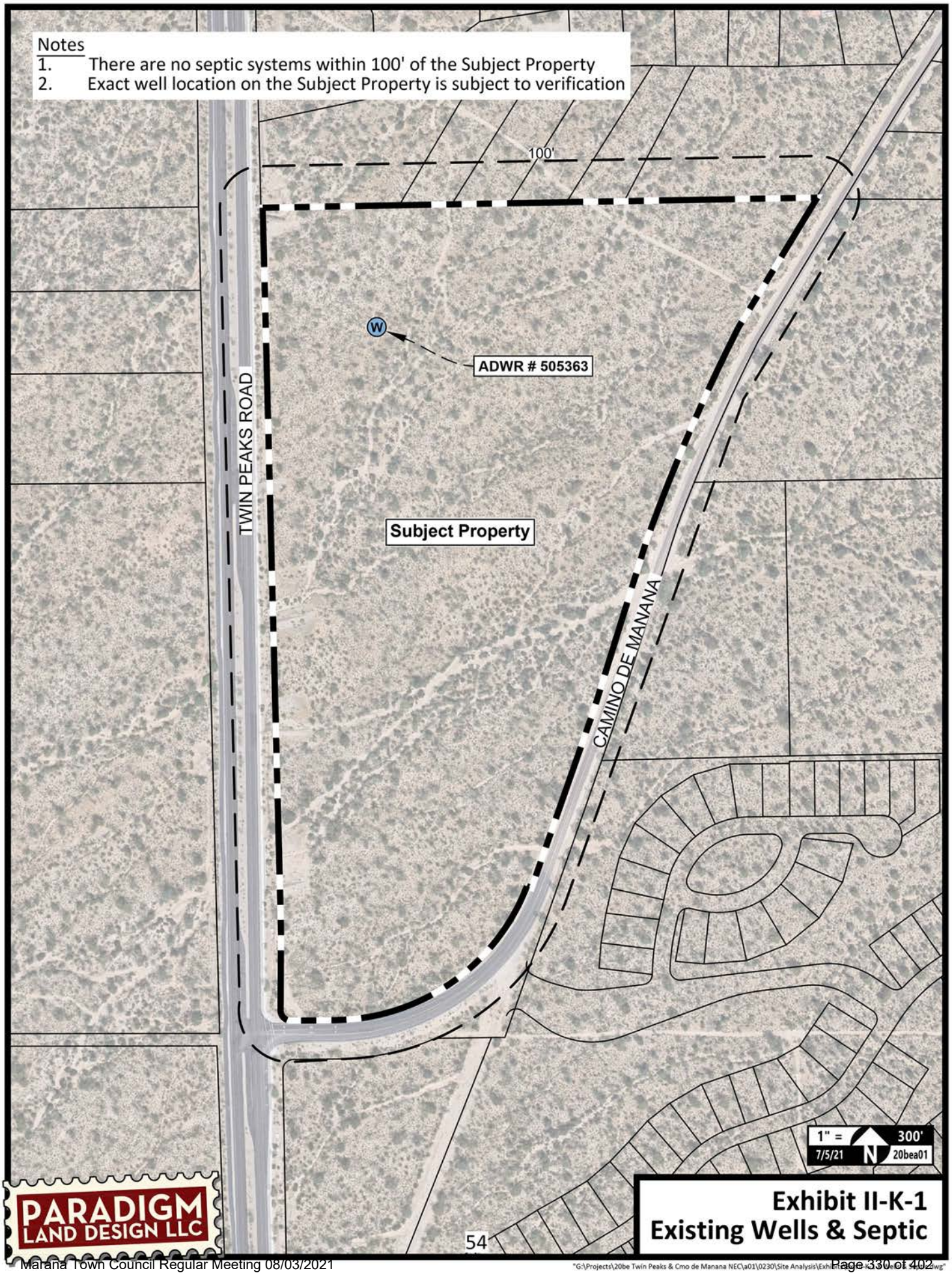
   The property is located within the TRICO Electric service area.

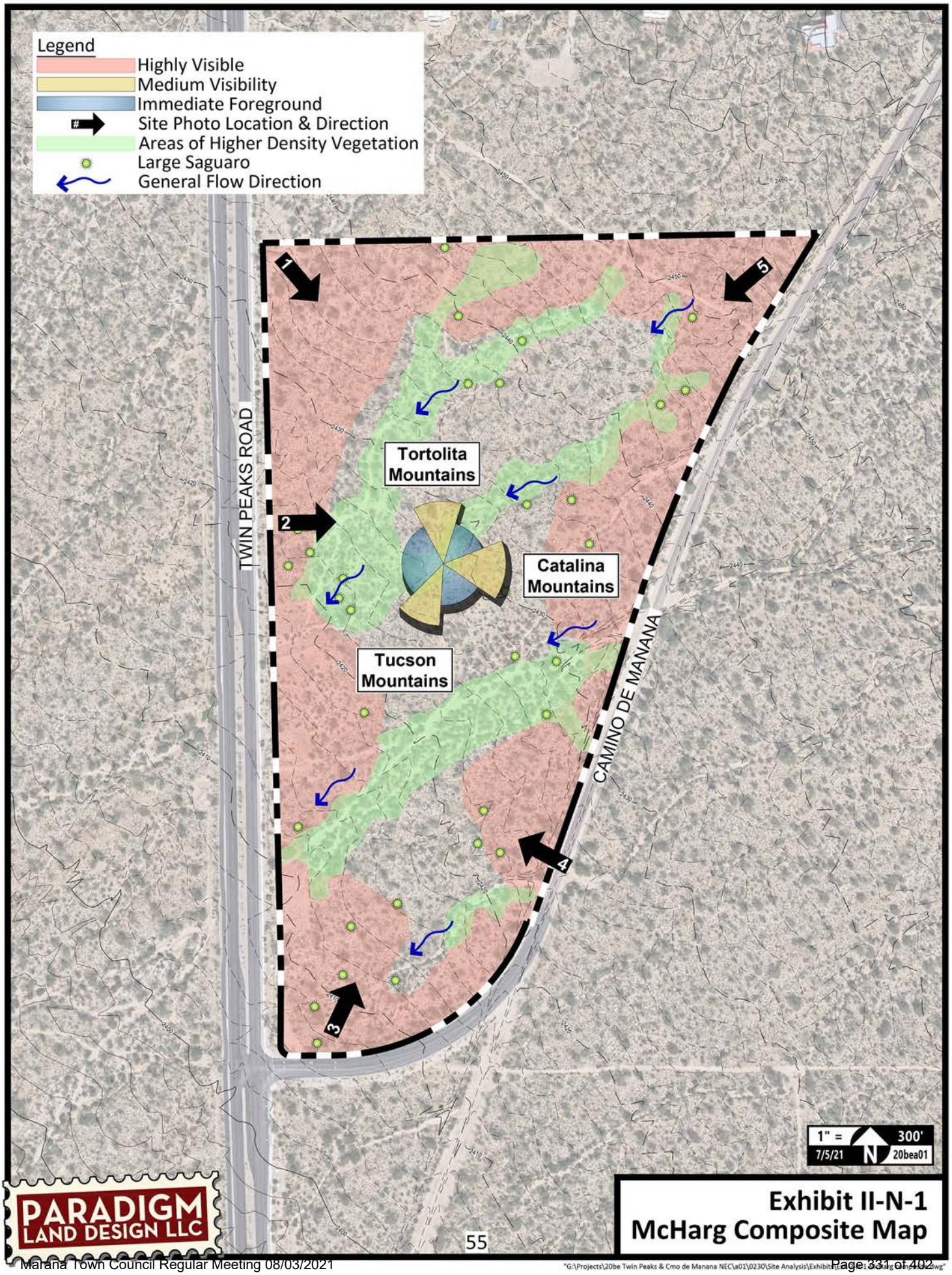
5. Fire Service

   The property is within the Golder Ranch Fire District

6. Police Service

   The property is located within the Town of Marana Police service area.


Notes
1. There are no septic systems within 100' of the Subject Property
2. Exact well location on the Subject Property is subject to verification
100'
W
ADWR # 505363
TWIN PEAKS ROAD
Subject Property
CAMINO DE MANANA
54
1" = 300'
7/5/21
N
20bea01
PARADIGM LAND DESIGN LLC
Exhibit II-K-1
Existing Wells & Septic


Legend
Highly Visible
Medium Visibility
Immediate Foreground
Site Photo Location & Direction
Areas of Higher Density Vegetation
Large Saguaro
General Flow Direction
TWIN PEAKS ROAD
CAMINO DE MANANA
Tortolita Mountains
Catalina Mountains
Tucson Mountains
1
2
3
4
5
1" = 300'
7/5/21
N
20bea01
PARADIGM LAND DESIGN LLC
Exhibit II-N-1
McHarg Composite Map

III. LAND USE PROPOSAL

A. PURPOSE & INTENT

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this document, along with the Town of Marana Land Development Code. As evidenced by the site plan, this proposed rezoning has been crafted after careful and responsive consideration of the site's context.

B. RELATIONSHIP TO TOWN OF MARANA ADOPTED PLANS

The Make Marana 2040 General Plan designates this property as Low Density Residential: 1-2 homes per acre, similar to many other properties along the Twin Peaks corridor. Responsible utilization of significant public investment in roadway and utility infrastructure adjacent to the site dictates development of the property at the upper end of the allowable Low-Density Residential range.

This project will also adhere to the Town's native plant preservation regulations, Twin Peaks Corridor Study development density and design guidelines, Marana Land Development Code, and Marana Town Code.

The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas. Twin Peaks 38 will fulfill all of these requirements and will also adhere to the Town's Subdivision Recreation Area Design Manual.

C. COMPATIBILITY TO ADJOINING DEVELOPMENT

This property's location between two major roads minimizes the potential for this development to impact nearby landowners. Along the northern edge, where this property is actually adjacent to other private land holdings, a wide open space buffer has been provided, homes have been limited to single-story, and headlight screening will be provided. Twin Peaks 38's proposed density of two homes per acre is in line with other rezonings approved in the project vicinity.

D. LAND USE PROPOSAL

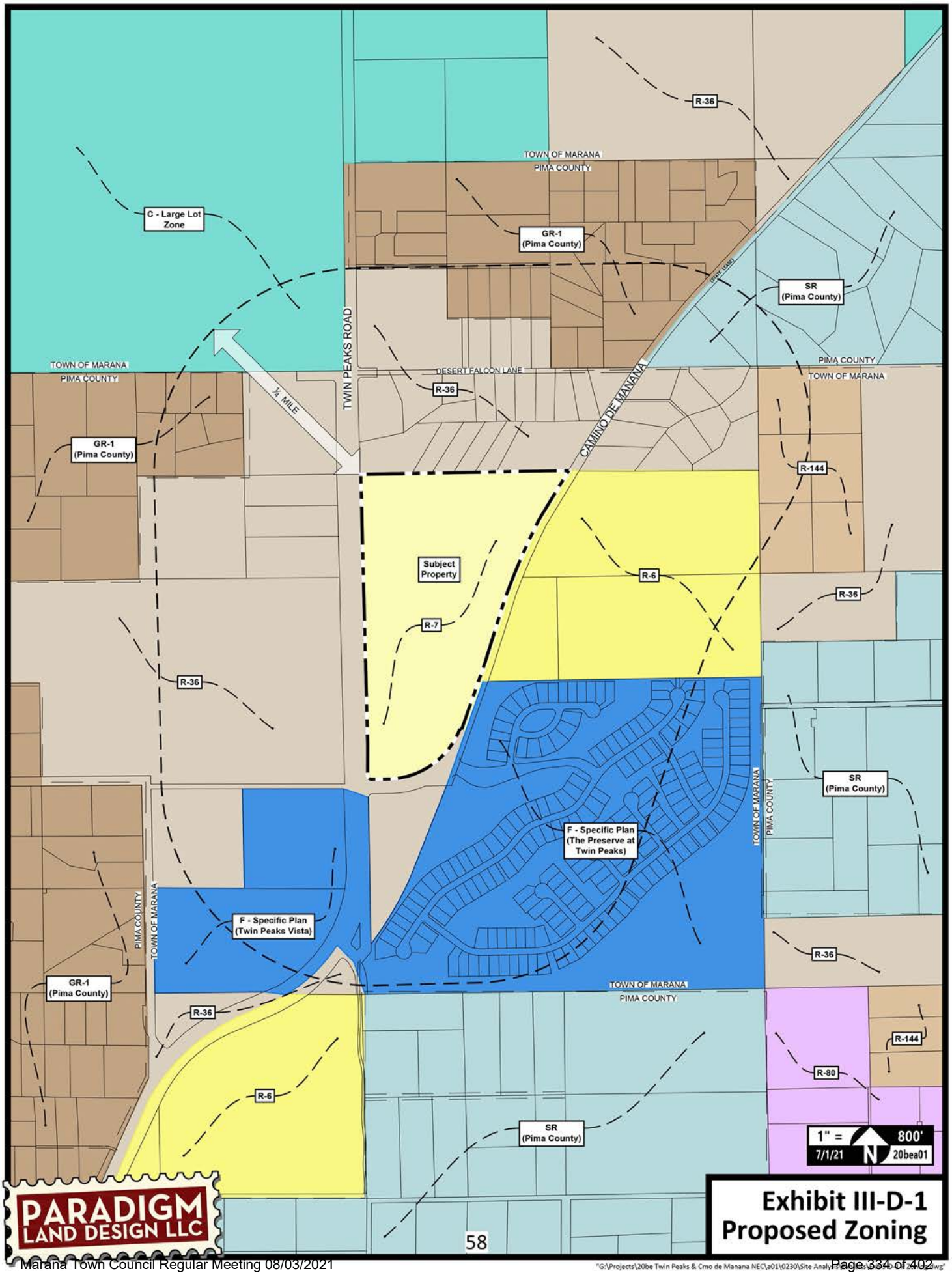
In response to continuing strong demand for homebuilder lots in this part of Marana Twin Peaks 38 is proposed to be rezoned from R-36 Residential to R-7 Residential, per the density range specified in the Twin Peaks Corridor Study. Twin Peaks 38 is designed to blend with previously approved nearby rezonings along the Twin Peaks Corridor. Twin Peaks Rd. and Camino de Mañana act as significant buffers along most of the project perimeter. Along the northern edge, where this property is actually adjacent to other private land holdings, a wide open space buffer has been provided. Neighbors' mountain views will not be impacted. The relatively low density of Twin Peaks 38, coupled with the extensive open space preservation proposed, will result in minimal impact to traffic, drainage, wildlife, and other typical effects of development. The table below lists proposed land uses onsite.

Land Use	Area
Residential Lots and Streets	24.27 Ac.
Minimum Common Area Open Space *	13.35 Ac.
Minimum Recreation Area	0.53 Ac.

** Common area open space may contain drainage and utility improvements. Grading within common area open space will be re-landscaped with regionally native plant species.*

The project will comply with the standards for subdivisions found in Marana Code Sec. 17.15.10.E.

Please see Exhibit III-D-2: Preliminary Development Plan (PDP).



PARADIGM LAND DESIGN LLC

Exhibit III-D-1
Proposed Zoning

Notes
1. Property Area = 38.15 Ac.
2. Proposed Zoning = R-7
3. Minimum Lot Size = 56' x 125' (7,000 Sq. Ft.)
4. Total Lots = 76
5. Gross Density = 2.0 Lots/Ac.
6. Rec. Area = 0.53 Ac. (76 Lots x 300 Sq. Ft.)
7. An "S" Indicates Single-Story Restricted Lots.
8. Common Area Open Space = 35% Minimum
9. A FEMA CLOMR will be Required.
10. All-weather vehicular access will be provided to all lots.
11. Street Trees are for Illustrative Purposes.

Headlight Screening to be Provided
40' Landscape Bufferyard
Significant Open Space & Wash Preservation
40' Water and Sewer Easement
Emergency Access
20' Landscape Bufferyard
Paved Shared-Use Path Along Camino de Manana
Rec. Area 0.5 Ac.
Twin Peaks Estates
Entrance Aligned with Twin Peaks Median Opening
20' Landscape Bufferyard
Internal Trail System
Street Layout Prohibits Cut-Thru Traffic Between Twin Peaks & Cmo. de Manana
Drainage Easements (Typ.)
Twin Peaks Rd. (150' Public Right-of-Way)
Camino de Manana (60' Public Right-of-Way)
Significant Open Space & Wash Preservation
46' Public Right-of-Way
Connect Sewer at Twin Peaks (Typ.)
The Preserve at Twin Peaks (Under Development)
Future Traffic Signal (By Others)
Twin Peaks Vista
1" = 200'
7/5/21
20bae01
PARADIGM LAND DESIGN LLC

Exhibit III-D-2: Preliminary Development Plan (PDP)

E. GRADING CONCEPT

Site grading will be restricted to roadways, lots, and necessary ancillary grading for drainage, utilities, etc. Improvements within this project will be located at or near existing grade, subject to drainage requirements, in order to avoid excessive alteration of the site's gently sloping terrain.

F. POST-DEVELOPMENT HYDROLOGY

This section was prepared by CMG Drainage Engineering, Inc.

Twin Peaks 38 will provide for conveyance of offsite flows through the development via wide open space corridors that follow the natural wash alignments. This maintains historical drainage patterns at the downstream boundary. As noted in the Inventory & Analysis section, split flows occur along the upstream reaches and because of this the peak discharge rates will be evaluated in more detail as a part of the platting process, so discharge values may be updated at that time.

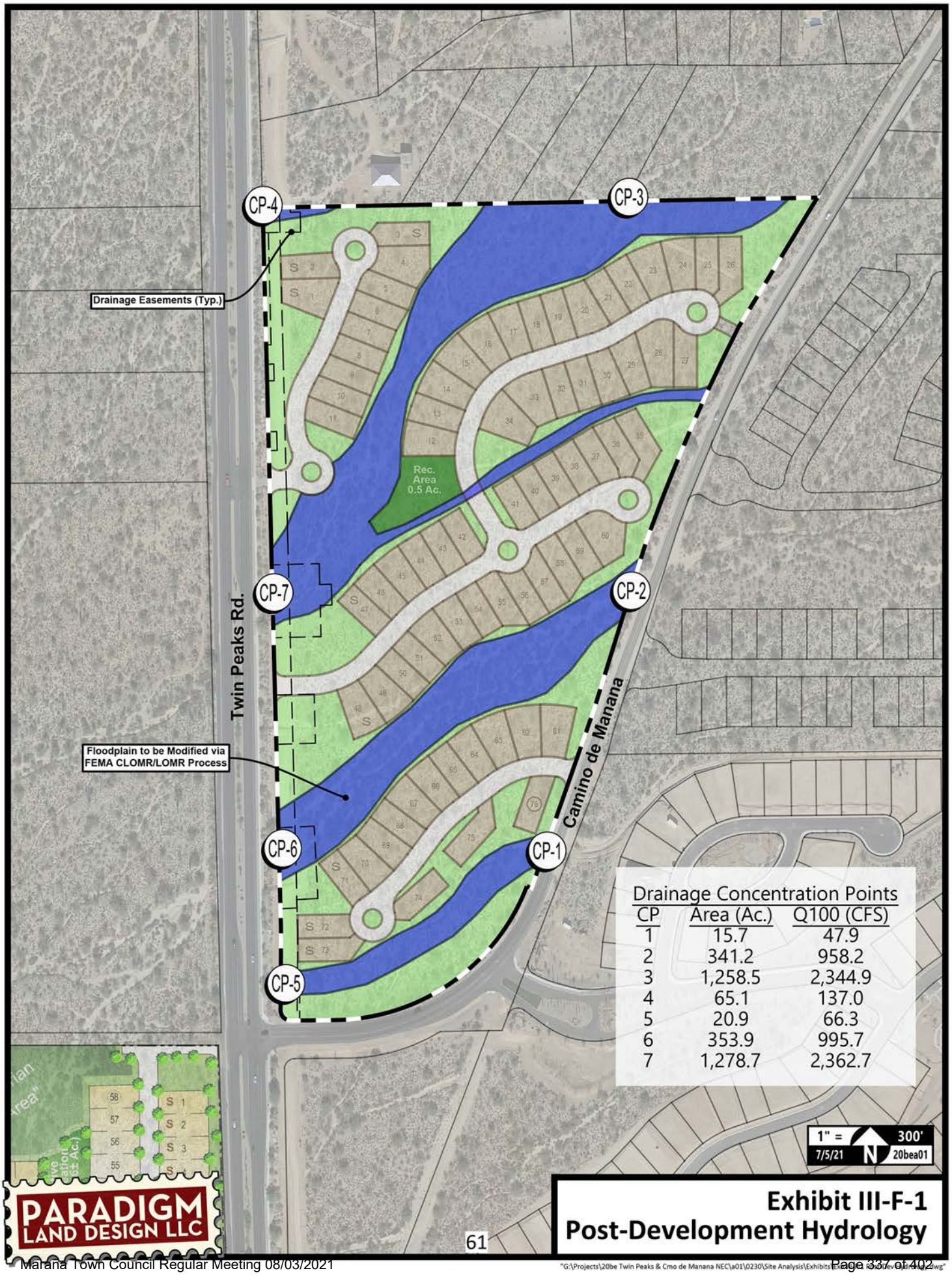
Channels with widths of 50-feet to several hundred feet will be created using the existing natural vegetation along the wash bottoms. Stabilized wash banks will control potential erosion. The channel banks will be formed by raising the adjoining development area on enough fill to meet regulatory standards. The height of the fill will be only enough to raise lots above flood elevations in accordance with Town and FEMA requirements. Channel banks will be stabilized with materials such as stones, riprap, soil cement or gunite.

Twin Peaks 38 will not produce any adverse drainage impacts to upstream or downstream properties. Post-development discharges flowing onto the site will remain the same as under pre-development conditions. Due to the critical basin retention/detention requirements, overall discharge rates exiting the site from onsite developed watersheds will be reduced in accordance with the Marana design criteria. Onsite retention/detention storage will be located at the southwest end of each cluster of homesites.

All building pads will be designed to be a minimum of 1 foot above adjacent 100-year flood elevations. However, the alluvial fan designation for the FEMA floodplains affecting this property will require designing the washes to function as a channelization in order to meet FEMA standards for removing subdivision lots from a mandatory flood insurance zone. A Conditional Letter of Map Revision (CLOMR) must be submitted to FEMA to verify the proposed method of removing the subdivision from a regulatory floodplain will comply with FEMA standards.

This project will provide onsite retention/detention in accordance with Town of Marana policies and the Pima County detention/retention manual. Onsite stormwater flows will be detained down to below existing (pre-development) conditions per critical basin requirements.

A note will be added to the final plat indicating that any lots within the FEMA regulatory floodplain will be restricted from home construction until a LOMR has become effective to remove the lots from the FEMA floodplain.


CP-1
CP-2
CP-3
CP-4
CP-5
CP-6
CP-7
Drainage Easements (Typ.)
Floodplain to be Modified via FEMA CLOMR/LOMR Process
Twin Peaks Rd.
Camino de Manana
Rec. Area 0.5 Ac.
Drainage Concentration Points
CP | Area (Ac.) | Q100 (CFS)
1 | 15.7 | 47.9
2 | 341.2 | 958.2
3 | 1,258.5 | 2,344.9
4 | 65.1 | 137.0
5 | 20.9 | 66.3
6 | 353.9 | 995.7
7 | 1,278.7 | 2,362.7
1" = 300'
7/5/21
20bea01
PARADIGM LAND DESIGN LLC
Exhibit III-F-1
Post-Development Hydrology
61

G. VEGETATION & LANDSCAPING

The Marana Land Development Code, Environmental Resource Preservation, Native Plant and Landscape Requirements, allows for this type of subdivision development. Twin Peaks 38 meets the intent of those assembled regulations and directions. In addition, the development will reuse many native plants for the subdivision's landscaping needs. Native plans are drought tolerant and uniquely suited for the local climate, and further meet the primary objective of development a sustainable and environmentally sensitive residential community. As part of the platting process, a native plant inventory will be prepared for the portions of the site proposed for development, identifying vegetation to be preserved in place or transplanted within the development site.

Open space is primarily located along the natural drainage features of the property. Existing landscaping will be enhanced as needed to meet Marana's perimeter landscape bufferyard standards. All installed landscaping will be drought tolerant per Marana guidelines. A landscape plan will be submitted at the time of plat review.

See Exhibit III-G-3: Bufferyards.


Single-Story Restriction & Headlight Screening to be Provided
40' Landscape Bufferyard
50' Water & Sewer Easement
Recreation Area
20' Landscape Bufferyard
Lots Closest to Twin Peaks Rd. Restricted to Single-Story (Typ.)
Twin Peaks Rd.
Camino de Manana
1" = 300'
7/5/21
20bea01
PARADIGM LAND DESIGN LLC
Exhibit III-G-3
Proposed Bufferyards

H. WILDLIFE

There are no primary wildlife corridors that run through the property. However, the minor wildlife corridors that cross the property will mostly be preserved as open space.

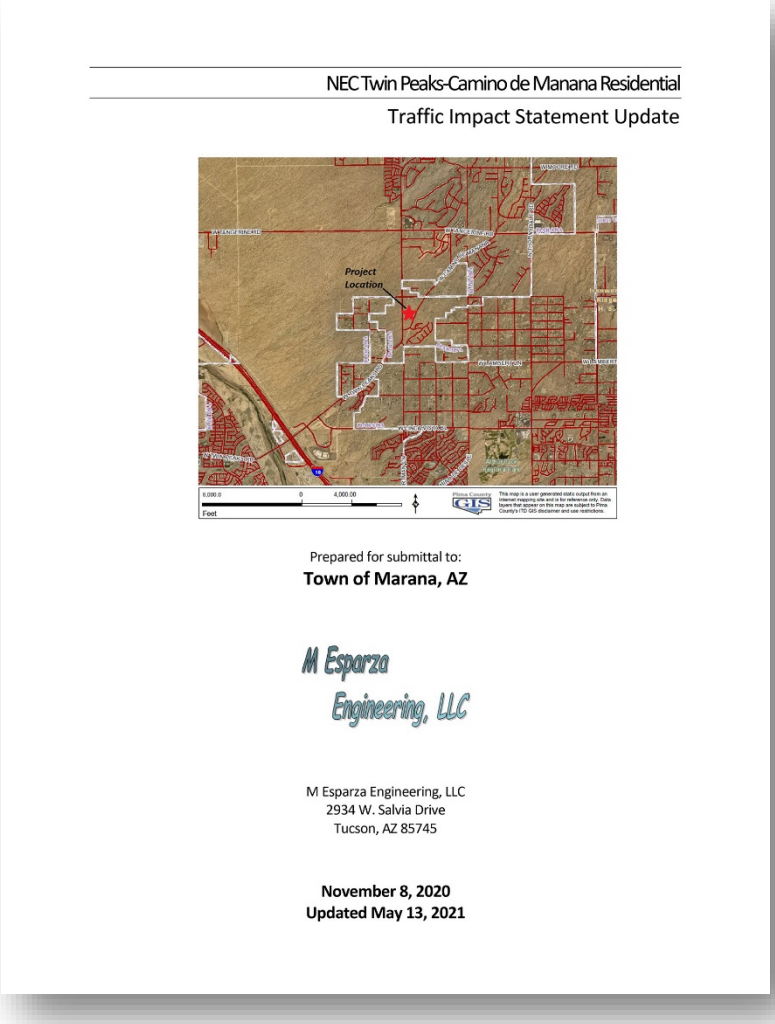
At least 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist, for the Sonoran Desert Tortoise, with a copy of the survey form send to the Town prior to issuance of a grading permit.

I. VIEWSHEDS

Extraordinary views are not available from or across the property due to existing, relatively flat topography coupled with the distance to surrounding mountain ranges. However, the wide perimeter buffer areas mitigate the project's minimal impacts to surrounding viewsheds.

J. TRAFFIC

Three all-weather vehicular connections are proposed to the existing public street system. Two entrances are proposed via Twin Peaks Rd, and one entrance is via Camino de Mañana. The design prohibits cut through traffic between Twin Peaks Road and Camino de Mañana. The northern connection to Twin Peaks Rd. is aligned with the existing median break in order to provide more convenient and safer ingress and egress. All proposed roads are public. Twin Peaks 38 is expected to generate approximately 650 total daily trips, which is less than 2% of the capacity of Twin Peaks Rd. A Traffic Impact Statement has been prepared by M. Esparza Engineering, and submitted to the Town.



NEC Twin Peaks-Camino de Manana Residential

Traffic Impact Statement Update

Prepared for submittal to:
Town of Marana, AZ

M Esparza Engineering, LLC

M Esparza Engineering, LLC
2934 W. Salvia Drive
Tucson, AZ 85745

November 8, 2020
Updated May 13, 2021

K. PUBLIC UTILITIES

1. Water

   Marana Water will serve this subdivision. An extension of Marana's public water system may be required to be constructed by the developer. The onsite well #505363 will be abandoned.

2. Sewer

   This development will connect to the existing Pima County sewer line number G-2018-118 in Twin Peaks Rd. No offsite sewer improvements are anticipated to be necessary.

   Please see Exhibit III-K-1: Sewer Capacity Letter.

3. Electric

   The property is located within the TRICO Electric service area.

4. Natural Gas

   Southwest Gas will supply natural gas services to this development.



5. Telecommunications

   The development is within the Qwest service area.

Exhibit III-K-1: Sewer Capacity Letter

PIMA COUNTY
WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

January 20, 2021

Paul Oland
Paradigm Land Design
7090 N. Oracle Rd., Suite 178-193
Tucson, AZ 85704

Sewerage Capacity Investigation No. P21WC00013 Type I

RE: **Twin Peaks 38, Parcels 21625015F, 21625015H, 21625015J, 21625015L, 21625015M, 21625019B, 21625019E, 21625020C, 21625020E, 21625020F**
Estimated Flow 14,256 gpd (ADWF)

Greetings:

The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for a project this size in the public sewer G-2018-118, downstream from manhole 2265-1-5.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Per the development agreement, a Wastewater Service Agreement must be executed for this project to receive an allocation of capacity, which is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6488.

Reviewed by: Mirela Hromatka, Planner Sr.

L. PUBLIC SERVICE IMPACTS

1. Police

   Twin Peaks 38 is within Marana's town limits, and law enforcement jurisdiction. As a relatively low-density residential project, impacts to Marana's police services will be minimal.

2. Fire

   This project will be protected by the Golder Ranch Fire District.

3. Trash & Recycling

   The Town of Marana does not provide trash and recycling services. Twin Peaks 38's homeowners will contract with a private solid waste pick-up provider.

4. Schools

   The Marana Unified School District uses a student generation factor of 0.25 per home for elementary students and 0.1 per home for secondary students. Twin Peaks 38's anticipated 76 homes will generate approximately 19 elementary students and 8 secondary students. Dove Mountain CSTEM K-8 and Mountain View High School both have capacity to absorb this number of students. See Exhibit III-L-1: School District Letter, which confirms that nearby Marana school District facilities have capacity for more houses than are currently proposed within this development.

5. Parks

   It is expected that residents of Twin Peaks 38 will utilize the proposed onsite recreation area, earthen trail system, nearby multi-use path along Twin Peaks, and Tangerine Sky Park, all of which have or will have the capacity to meet recreational needs of future residents.

Exhibit III-L-1: School District Letter

GOVERNING BOARD

Dan Post, President
John Lewandowski, Vice President
Tom Carlson, Member
Suzanne Hopkins, Member
Maribel Lopez, Ed.D., Member

ADMINISTRATION

Daniel Streeter, Ed.D., Superintendent
Carolyn Dumler, Ed.D., Assistant Superintendent
Kristin Reidy, Assistant Superintendent
Dan Contorno, Chief Financial Officer

MARANA
UNIFIED SCHOOL DISTRICT

October 8, 2020

Mr. Paul Oland
Paradigm Land Design

RE: Rezoning of Property NE of Twin Peaks and Camino de Manana

Dear Mr. Oland,

Thank you for informing us of the 38-acre property you are working to rezone. Based upon the proposal, we understand that the site could be developed into approximately 67 homes. Marana Unified School District currently uses a factor of .25 students per home for elementary and .1 students per home for secondary. The conceptual design of 67 homes could generate about 17 elementary and 7 secondary students.

These future potential students can be supported by the following schools with their current enrollment/capacity numbers shown; Dove Mountain CSTEM K-8 (889/1000) and Mountain View High School (1861/2257). All schools have capacity for the impact this proposed development may have on our student population under current conditions.

Thank you for supporting the development of quality homes and businesses in our community. Marana Unified School District knows that one of the keys to the continued success of our wonderful community is the quality of our children's education. This belief is held so strongly that we have multiple developers providing the school district with rooftop impact development fees. The district uses these funds to ensure that necessary infrastructure is in place to support growth and maintain an inspiring education for every child. Voluntary developer participation in this process is an invaluable investment in our community. Please contact the Marana Schools Finance Office at 520-682-4756 to learn more about participation.

Please contact Dan Contorno at 520-682-4756, or myself at 520-616-4521 if you have any further questions.

Sincerely,

Russell Federico, M.Ed.
Executive Director of Bond and Capital Projects
Marana Unified School District

Inspiring students to learn today and lead tomorrow.

11279 W. Grier Road • Marana, Arizona 85653 • (520) 682-3243 • www.maranausd.org

M. RECREATION & TRAILS

A recreation area is proposed in the central portion of Twin Peaks 38 where it will be accessible to all homeowners and highly visible to address Crime Prevention Through Environmental Design (CPTED) considerations. Sidewalk connections will be provided to the existing sidewalk along the east side of Twin Peaks Road, and a paved shared-use path will be provided along Camino de Manana in accordance with the Twin Peaks Corridor Study. Earthen trails will be provided between the clusters of homesites, so residents have an alternative to the sidewalk system. The recreation area size and design will adhere to the Town's Subdivision Recreation Area Design Manual.



Example Earthen Path

The development's open space, including all onsite recreational amenities, will be owned and maintained by the HOA. All installed landscaping will be on an underground drip irrigation system until established. If turf is used, it will be irrigated from a secondary non-potable source as long as the non-potable source is available at the boundary of the project at the time of development.

N. CULTURAL, ARCHAEOLOGICAL & HISTORIC RESOURCES

An archaeological records check was performed by the Arizona State Museum and is included as Exhibit II-J-1: ASM Archaeological Records Check. Two surveys were noted by the Museum, and neither found any cultural resources onsite.

Council-Regular Meeting **A2**

Meeting Date: 08/03/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Resolution No. 2021-111: Relating to Utilities; designating the Lon Adams Sewer a protected facility and adopting the Lon Adams Sewer protected facility charges (David L. Udall)

Discussion:

The Town of Marana is planning to construct a sewer main along Lon Adams Road (Marana Plan Number S-2021-006; the "Lon Adams Sewer"), with funding from its reserves, in anticipation of fair-share reimbursement from properties served by the sewer. Marana Town Code Sections 14-4-4 (refund of cost of facilities funded and installed by the town) and 14-4-5 (notice of protected facility and associated charge) establish the mechanism and procedure for collecting the fair-share reimbursement.

Six property owners along Lon Adams Road have expressed an immediate or future interest in connecting to the Lon Adams Sewer after paying a proportionate protected facility charge, as calculated based on pipe distance and historical water usage, to the Town for construction of the sewer. The Marana Water Director has determined that these six properties are the only properties that are likely to be served by the Lon Adams Sewer, and these property owners were notified by letter dated July 2, 2021 of the proposed protected facility designation. One of the letters has been attached to the backup materials for this item as an example. Exhibit A to the proposed resolution is identical to the maps distributed to the landowners except that the words "Exhibit A:" have been added to the title.

If adopted, this resolution will designate the Lon Adams Sewer as a protected facility and will establish proportional protected facility charges for the six properties as they are currently constituted as depicted in Exhibit A to the resolution. The resolution also establishes provisions relating to the payment of the protected facility charges in the event of future lot splitting.

Of note, Town staff recently received feedback from a representative of the Seventh Day Adventist parcel after he had received the notification letter addressed to the church. The representative informed staff that the Seventh Day Adventist parcel likely will not be connecting to the Lon Adams Sewer, but that the church would put the letter in its file in the event it decides to connect in the future.

Financial Impact:

Payments to the Town will be collected as noted in the attached resolution prior to connection to the sewer system. These revenues have not been budgeted. Corresponding expenditures for the Lon Adams Sewer have been allocated budget authority as part of the Lon Adams capital improvement project.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-111, designating the Lon Adams Sewer a protected facility and adopting the Lon Adams Sewer protected facility charges.

Suggested Motion:

I move to adopt Resolution No. 2021-111, designating the Lon Adams Sewer a protected facility and adopting the Lon Adams Sewer protected facility charges.

Attachments

Resolution 2021-111

Exhibit A

Sample Lon Adams Sewer Notification Letter

MARANA RESOLUTION NO. 2021-111

RELATING TO UTILITIES; DESIGNATING THE LON ADAMS SEWER A PROTECTED FACILITY AND ADOPTING THE LON ADAMS SEWER PROTECTED FACILITY CHARGES

WHEREAS the Town of Marana will be constructing, with funding from its reserves, certain sewer infrastructure improvements (the "Lon Adams Sewer") in accordance with the plans, specifications, and materials outlined and depicted in the "Lon Adams Rd Reconstruction, Grier Rd To Barnett Rd Sewer System Modifications" plan, Plan No. S-2021-006, sealed by Kittelson & Associates on May 11, 2021 and approved by the Town of Marana Water Department on _____ (the "Facility Plan"), which is on file in the office of the Town of Marana Water Department; and

WHEREAS the following six property owners located along Lon Adams Road, whose property boundaries as currently constituted are depicted on the map entitled "Lon Adams Sewer Main Protected Facility Notification Area," which is attached as Exhibit A to this resolution, have expressed an immediate or future interest in connecting to the Lon Adams Sewer after paying a proportionate protected facility charge to the Town for construction of the sewer:

(1) Corp. of Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, parcel no. 217-37-0500 ("Parcel 217-37-0500"),

(2) KMS CV 1 LLC, parcel no. 217-37-0520 ("Parcel 217-37-0520"),

(3) Dennis & Peggy Page, parcel no. 217-37-510 ("Parcel 217-37-510"),

(4) Alta Real Properties LLC, parcel no. 217-37-053B ("Parcel 217-37-053B"),

(5) Cottonwood Crossing Professional Plaza LLC, parcel no. 217-37-053A ("Parcel 217-37-053A"), and

(6) Arizona Conference Corp. of Seventh Day Adventists, parcel no. 217-37-0540 ("Parcel 217-37-0540"); and

WHEREAS the Water Director has determined that these six properties are the only properties that are likely someday to be served by the Lon Adams Sewer; and

WHEREAS Town staff has determined that the most practical and equitable way to calculate the protected facility charge for these six properties is proportionally, based on pipe distance and historical water usage; and

WHEREAS thirty days' mailed notice has been provided to the six affected property owners; and

WHEREAS the Mayor and Council of the Town of Marana find that designation of the Lon Adams Sewer as a protected facility and adoption of the Lon Adams Sewer protected facility charges will ensure fair-share reimbursement to the Town by property owners who use and benefit from the Lon Adams Sewer and that said designation and adoption are in the best interests of the Town of Marana and the public.

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

SECTION 1. Pursuant to Marana Town Code Section 14-4-4, the Town Council of the Town of Marana hereby designates as a protected facility the Lon Adams Sewer, identified in the Facility Plan.

SECTION 2. Pursuant to Marana Town Code Section 14-4-4, the Town Council of the Town of Marana hereby adopts the following proportional Lon Adams Sewer protected facility charges, which shall be paid prior to any service connection for any land use with a sewer connection that is served by the designated Lon Adams Sewer protected facility, as follows:

(a) Parcel 217-37-0500: $62,210.10

(b) Parcel 217-37-0520: $7,809.89

(c) Parcel 217-37-510: $11,809.53

(d) Parcel 217-37-053B: $27,992.26

(e) Parcel 217-37-053A: $21,864.82

(f) Parcel 217-37-0540: $64,130.40

SECTION 3. The protected facility charges set forth in the Section 2 of this Resolution are estimates based upon the estimated total construction cost of the Lon Adams Sewer. Final construction quantities and amounts will be provided after construction of the sewer is completed and the protected facility charges set forth in Section 2 are subject to amendment and revision once the final construction costs are known.

SECTION 4. Before any service connections are made, the person or entity seeking the service connection shall also pay to the Town the connection fees, the Wastewater Facilities Development Impact Fee, and any other fees required under Title 14 of the Marana Town Code.

SECTION 5. In the event that one or more of these properties, as currently depicted in Exhibit A, is the subject of a lot split, minor land division, subdivision, or other division of land, the property on which the sewer stub-out(s) is(are) located shall be responsible to pay the full proportional protected facility charge as set forth in Section 2 of this Resolution (in addition to the cost of any additional sewer stub-out), and the property owner paying the full charge may seek reimbursement from the other property owner(s) of the divided land, if any. Any impact fees related to extending sewer infrastructure to properties subject to a lot split, minor land division, subdivision, or other division of land shall be paid at the time the divided property connects to the Lon Adams Sewer.

SECTION 6. The Town of Marana Water Director is hereby authorized to administer the collection of the Lon Adams Sewer protected facility charges.

PASSED and ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

_____
Mayor Ed Honea

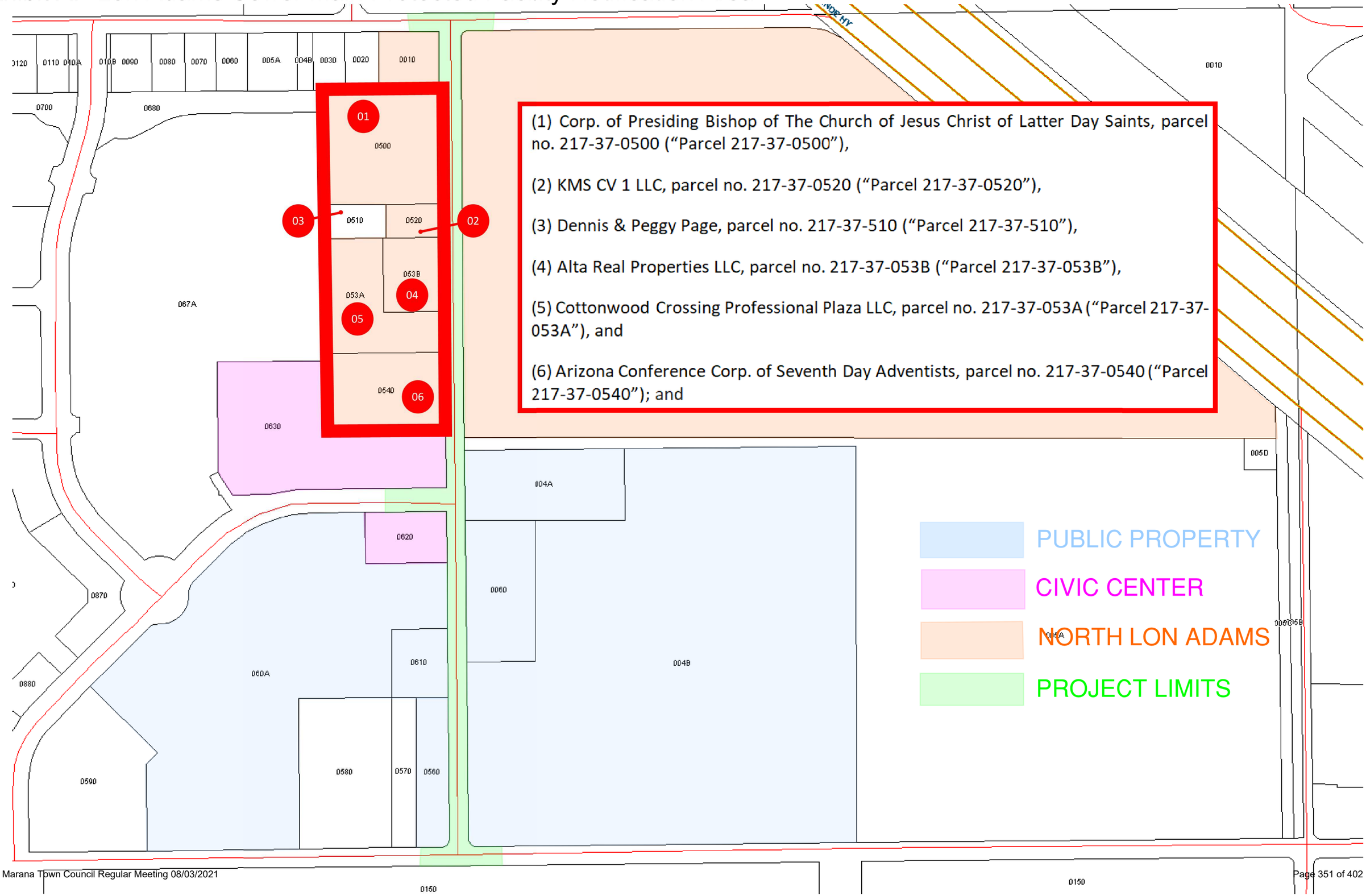
ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit A: Lon Adams Sewer Main Protected Facility Notification Area



(1) Corp. of Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, parcel no. 217-37-0500 ("Parcel 217-37-0500"),

(2) KMS CV 1 LLC, parcel no. 217-37-0520 ("Parcel 217-37-0520"),

(3) Dennis & Peggy Page, parcel no. 217-37-510 ("Parcel 217-37-510"),

(4) Alta Real Properties LLC, parcel no. 217-37-053B ("Parcel 217-37-053B"),

(5) Cottonwood Crossing Professional Plaza LLC, parcel no. 217-37-053A ("Parcel 217-37-053A"), and

(6) Arizona Conference Corp. of Seventh Day Adventists, parcel no. 217-37-0540 ("Parcel 217-37-0540"); and

MARANA AZ
WATER

July 2, 2021

Via First Class Mail

Cottonwood Crossing Professional Plaza, LLC
1187 E. Cottonwood Ln.
Casa Grande, AZ 85122-2957

Notice of Protected Facility and Associated Charge
(Lon Adams Sewer Main)

Dear Property Owner:

You are listed on public records as being an owner of property located in the land area identified on the enclosed map entitled, "Lon Adams Sewer Main Protected Facility Notification Area." This is the area of land likely to someday be served by the Lon Adams Sewer Main.

To ensure fair-share reimbursement to the Town of Marana by property owners who use and benefit from the Lon Adams Sewer Main, the Town hereby gives notice that on August 3, 2021, at its regularly-scheduled meeting at the Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona 85653, the Town is scheduled to consider the adoption of a resolution designating the Lon Adams Sewer Main as a protected facility and adopting proportional protected facility charges as set forth in the table below entitled, "Proportional Facility Charges." A copy of the proposed resolution, which is subject to Council approval and/or amendment, is also enclosed with this letter.

The protected facility charge associated with your property will be applicable in conjunction with you connecting to the Lon Adams Sewer Main, and the charge is in addition to all other charges and fees associated with connecting to the main. The protected facility charges for the Lon Adams Sewer Main were established proportionally based on pipe distance and historical water usage, as outlined in the table entitled, "Lon Adams Sewer Protected Facility Charge Calculation" included below. This protected facility designation and charge are governed by Marana Town Code sections 14-4-4 and 14-4-5.

Please contact me at (520) 382-2560 or jluo@maranaaz.gov, or Assistant Town Attorney David Udall at (520) 382-3492 or dudall@maranaaz.gov if you would like to speak to one of us directly about any questions or concerns.

Sincerely,

Jing Luo, Water Director
Town of Marana

Lon Adams Protected Facility Charge Calculation	
Total estimated cost of protected sewer main construction by the Town of Marana	$195,817
Total number of parcels (as currently constituted) that can connect to the Lon Adams Protected Facility	6
Cost per parcel, as calculated proportionally based on pipe distance and historical water usage	See "Proportional Facility Charges" table
Total estimated potential amount reimbursable to the Town of Marana	$195,817

Proportional Facility Charges	
Corp. of Presiding Bishop of The Church of Jesus Christ of Latter Day Saints, parcel no. 217-37-0500	$62,210.10
KMS CV 1 LLC, parcel no. 217-37-0520	$7,809.89
Dennis & Peggy Page, parcel no. 217-37-510	$11,809.53
Alta Real Properties LLC, parcel no. 217-37-053B	$27,992.26
Cottonwood Crossing Professional Plaza LLC, parcel no. 217-37-053A	$21,864.82
Arizona Conference Corp. of Seventh Day Adventists, parcel no. 217-37-0540	$64,130.40

Council-Regular Meeting **A3**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2021.012: Relating to Development; approving a modification of a rezoning condition of Marana Ordinance No. 2011.19, which created the Rancho Palomitas Specific Plan, to allow the developer to contribute funding to the Town for design and construction of turn lanes on Tangerine Road in lieu of the developer designing and constructing the turn lanes (Jane Fairall)

Discussion:

The Mayor and Council adopted Ordinance No. 2011.19 on August 2, 2011, approving a rezoning of approximately 78 acres of land to "F – Specific Plan" creating the Rancho Palomitas Specific Plan ("Rancho Palomitas"), located south of Tangerine Road, approximately 1.8 miles east of I-10. The rezoning ordinance included a condition that required the developer to design and construct the eastbound deceleration (right-turn) lane(s) and continuous center left-turn lane on Tangerine Road at its intersections with the project's two access streets.

The developer has not yet constructed the required turn lanes on Tangerine Road. Meanwhile, the Regional Transportation Authority (RTA) plan includes funding for a roadway corridor improvement project for the widening of Tangerine Road, including the portion of Tangerine Road adjacent to Rancho Palomitas, currently scheduled to begin design in fiscal year 2022 and construction in fiscal year 2023. Construction of the RTA Tangerine Road project would result in the removal and replacement of any turn lanes designed and constructed by the developer on Tangerine Road within a relatively short time period. The developer requested that Town staff consider an in-lieu contribution toward the turn lanes.

The proposed ordinance would modify Ordinance No. 2011.19, Section 3, condition 6 to allow the developer to contribute to the cost of design and construction of the turn lanes, rather than designing and constructing turn lanes that will be removed and replaced in the near future. The amount of $275,694.84 is based on an estimate provided by the developer and approved by the Town Engineer.

Staff Recommendation:

Staff recommends approval of the ordinance, modifying Ordinance No. 2011.19 to allow the developer to contribute a fee toward design and construction of turn lanes on Tangerine Road, rather than designing and constructing them.

Suggested Motion:

I move to adopt Ordinance No. 2021.012, approving a modification of a rezoning condition of Marana Ordinance No. 2011.19 to allow the developer to contribute funding to the Town for design and construction of turn lanes on Tangerine Road in lieu of the developer designing and constructing the turn lanes.

Attachments

Ordinance 2021.012

MARANA ORDINANCE NO. 2021.012

RELATING TO DEVELOPMENT; APPROVING A MODIFICATION OF A REZONING CONDITION OF MARANA ORDINANCE NO. 2011.19, WHICH CREATED THE RANCHO PALOMITAS SPECIFIC PLAN, TO ALLOW THE DEVELOPER TO CONTRIBUTE FUNDING TO THE TOWN FOR DESIGN AND CONSTRUCTION OF TURN LANES ON TANGERINE ROAD IN LIEU OF THE DEVELOPER DESIGNING AND CONSTRUCTING THE TURN LANES

WHEREAS the Mayor and Council of the Town of Marana adopted Ordinance No. 2011.19 on August 2, 2011, approving a rezoning of approximately 78 acres of land to "F – Specific Plan" creating the Rancho Palomitas Specific Plan ("Rancho Palomitas"); and

WHEREAS approval of the rezoning was subject to a number of conditions, including condition 6 which provides that the developer/owner is responsible for the design and construction of the eastbound deceleration (right-turn) lane(s) and continuous center left-turn lane on Tangerine Road at its intersections with the project's two access streets; and

WHEREAS the developer/owner of Rancho Palomitas has not yet constructed the required turn lanes on Tangerine Road; and

WHEREAS the Regional Transportation Authority (RTA) plan includes funding for a roadway corridor improvement project for the widening of Tangerine Road, including the portion of Tangerine Road adjacent to Rancho Palomitas, currently scheduled to begin design in fiscal year 2022 and construction in fiscal year 2023; and

WHEREAS construction of the RTA Tangerine Road project would result in the removal and replacement of any turn lanes designed and constructed by the developer/owner on Tangerine Road; and

WHEREAS it is more efficient for the developer/owner to contribute to the cost of design and construction of the turn lanes in satisfaction of Ordinance No. 2011.19, Section 3, condition 6, rather than designing and constructing turn lanes that will be removed and replaced in the near future; and

WHEREAS the Marana Planning Commission held a public hearing on July 28, 2021, and voted _____ to recommend that the Town Council approve the requested modification; and

WHEREAS the Mayor and Council of the Town of Marana find that the modification adopted by this ordinance is in the best interest of the Town of Marana and the general public.

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

Section 1. Marana Ordinance No. 2011.19, Section 3, condition 6 is hereby amended as follows (with deletions shown with ~~strikethroughs~~ and additions shown with double underlining):

> ~~The developer/owner shall be responsible for the~~ In lieu of design and construction of the eastbound deceleration (right-turn) lane(s) and continuous center left-turn lane on Tangerine Road at its intersections with the project's two access streets, the developer/owner shall pay to the Town a contribution of $275,694.84 toward the design and construction costs for the described improvements.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed as of the effective date of this ordinance; provided, however, that this repeal shall not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

Section 3. 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.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Council-Regular Meeting **A4**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 3, 2021

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
PRINCIPLE STATEMENT 2: WE WILL SEEK AND RETAIN DIVERSE INDUSTRIES AND COMMERCE.
Initiative 3: Invest in airport infrastructure and lease opportunities to grow airport operations.

Subject: Resolution No. 2021-112: Relating to Marana Regional Airport; approving and authorizing the Mayor to execute the Second Amendment to First Amended FBO Lease Agreement with Pima Aviation, Inc. for the lease of real property located at the Marana Regional Airport, 11700 West Avra Valley Road (Jane Fairall)

Discussion:

The Town currently leases property at the Marana Regional Airport to Pima Aviation, Inc. (PAI) pursuant to three separate lease agreements. The subject of this particular agenda item is the FBO Lease. The Town and PAI entered into the FBO Lease on September 4, 2001. The Council approved an amendment (the First Amendment) to the Lease in June 2018; however, that amendment addressed issues that are immaterial to the proposed Second Amendment for consideration tonight. The lease has a term running through November 29, 2046, and currently encompasses approximately 31.5 acres.

Over the last few years, the parties have negotiated regarding several issues pertinent to the lease, including issues related to the recent Federal Aviation Administration (FAA) Airport Improvement Program (AIP) project involving the removal and new construction of approximately one million square feet of pavement at the airport. This proposed Second Amendment to the FBO lease agreement consolidates all of these

issues into one lease amendment. The issues addressed and resolved in this lease amendment include:

- The removal of Pima Aviation's Building 101 from the airport premises as required by the FAA for the AIP project. Paragraph 1.3.2 of the FBO Lease provides that Lessee agrees and acknowledges that certain structures on the Premises may need to be removed from their location on the Premises at a later date upon implementation of improvements at the Airport, and provides a process for removal of the structures or any one of them. In lieu of the somewhat complicated process for removal set forth in paragraph 1.3.2 of the Lease, the Parties agreed to a simplified process in which PAI removed Building 101 and its contents from the Premises on or about February 28, 2019, to make way for the project, and the Town agreed to reimburse PAI up to $125,000.00 for expenses for packing and relocation of the contents of Building 101, subject to Council approval of this Second Amendment.
- The Second Amendment memorializes Pima Aviation's required contribution to the portion of the construction project that was not covered by federal/state grants. Specifically, PAI is required to contribute $45,410.71 towards the construction costs.
- Waiver of rent on the portions of the premises that were affected by the construction project. During the construction of the project, some of PAI's tenants were displaced from hangars and shadeports and, as a result, PAI did not charge rent to those tenants during the time those areas were under construction. PAI requested that the Town consider a discount on the rent during the construction.The proposed Second Amendment will waive all fixed rent and percentage rent for the portions of the FBO Lease premises that were affected by the construction, for the period of time they were affected, as identified in the amendment.
- Addition of a new 5-acre parcel to the leased premises. The Second Amendment requires Lessee to begin actual construction of improvements on the added 5-acre parcel no later than 10 years after the Effective Date of the Second Amendment or the 5-acre parcel will be removed from the Premises.

Financial Impact:

Fiscal Year:	22
Budgeted Y/N:	Y
Amount:	$86,595.68

Based on the payments due to each Party pursuant to this Second Amendment, the Town owes $86,595.68 to PAI, calculated as follows:

$125,000.00	Lessor to Lessee - Building 101 removal (paragraph 1(b))
+ 3,691.87	Lessor to Lessee - credit for Rent for phase C.1 (paragraph 2(a))
+ 3,314.52	Lessor to Lessee – credit for Rent for phase C.2 (paragraph 2(b))
- 45,410.71	Lessee to Lessor – contribution to construction (paragraph 3(b))
$ 86,595.68	Total Lessor to Lessee

Budget capacity has been made available in the Airport operating fund.

Staff Recommendation:
Staff recommends approval of the Second Amendment to the FBO Lease.

Suggested Motion:
I move to adopt Resolution No. 2021-112, approving and authorizing the Mayor to execute the Second Amendment to First Amended FBO Lease Agreement with Pima Aviation, Inc.

Attachments

Resolution 2021-112
Exhibit A to Resolution 2021-112 Second Amendment

MARANA RESOLUTION NO. 2021-112

RELATING TO MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT WITH PIMA AVIATION, INC. FOR THE LEASE OF REAL PROPERTY LOCATED AT THE MARANA REGIONAL AIRPORT, 11700 WEST AVRA VALLEY ROAD

WHEREAS the Town and Pima Aviation, Inc. ("PAI") are parties to a lease agreement entitled "First Amended FBO Lease Agreement" (the "FBO Lease") made and entered into on September 4, 2001, by which the Town leases to PAI a certain portion of real property located at the Marana Regional Airport; and

WHEREAS the Town and PAI desire to amend the FBO Lease; and

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

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

SECTION 1. The Second Amendment to First Amended FBO Lease Agreement between the Town of Marana and Pima Aviation, Inc. attached to and incorporated within this resolution as Exhibit A is hereby approved and the Mayor is authorized and directed to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT

THIS SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT (this "Second Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Lessor") and PIMA AVIATION, INC., an Arizona corporation ("Lessee"). Lessor and Lessee are collectively referred to in this Second Amendment as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. Lessor and Lessee are parties to that certain lease agreement entitled "First Amended FBO Lease Agreement" made and entered into on September 4, 2001 (the "Lease"), by which Lessor leases to Lessee a certain portion of real property located at the Marana Regional Airport (the "Airport") (formerly the Marana Northwest Regional Airport), 11700 West Avra Valley Road, Town of Marana, County of Pima, State of Arizona (the "Premises"). The Lease was recorded in the office of the Recorder of Pima County, Arizona, on December 28, 2001, at Docket 11705, Page 5191 (Sequence 20012501212).

B. Effective June 5, 2018, the Parties entered into the First Amendment to the First Amended FBO Lease Agreement (the "First Amendment") to amend the Lease to revise the description of the Premises that are the subject of the Lease, and to incorporate updated provisions regarding airport rules and regulations and reservations of easements. The First Amendment was recorded in the office of the Recorder of Pima County, Arizona, on June 12, 2018, at Sequence 20181630106.

C. The Premises are more particularly described in the legal description and map attached to the First Amendment as Exhibit 1, and incorporated by reference within the Lease.

D. Paragraph 3.1 of the Lease provides that Lessee shall pay Lessor Fixed Rent on a per acre basis for the Premises.

E. Paragraph 3.2 of the Lease provides that in addition to the Fixed Rent set forth in paragraph 3.1 of the Lease, Lessee shall pay Lessor Percentage Rent based on Lessee's gross rents on subleases and Lessee's collection of Use Fees for various facilities on the Premises.

F. The Town was awarded grant funding from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the complete removal and new construction of approximately one million square feet of pavement at the Airport (the "Project"), approximately consisting of the transient open tie-downs, terminal aprons, west helicopter apron, and 1,600 feet of taxiway B between taxiway B2 and taxiway A (the "Project Area"). The FAA determined that certain areas on the Premises within the Project Area and included within the scope of the Project were not eligible for AIP funding. These areas are depicted on the map attached to this Second Amendment as Exhibit 2 and incorporated by this reference within the Lease (the "Non-AIP Eligible Areas").

G. Phase C of the Project included construction on a portion of the Premises that are the subject of the Lease.

H. Paragraph 1.3.2 of the Lease provides that Lessee agrees and acknowledges that certain structures on the Premises may need to be removed from their location on the Premises at a later date upon implementation of improvements at the Airport, and provides a process for removal of the structures or any one of them. Paragraph 1.3.2 also provides that if a structure is removed, the land associated with the structure shall remain a part of the Premises that are the subject of the Lease, subject to the terms and restrictions of the Lease.

I. The FAA determined that as a part of the Project, the building identified as Building 101 on Exhibit 2 was required to be removed from the Project Area.

J. Paragraph 19.5 of the Lease provides that the Lease may not be enlarged, modified or altered except in writing by the Parties.

K. The Parties desire to amend the Lease, as previously amended, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in the Lease, as previously amended, and this Second Amendment, the Parties agree as follows:

1. Description of Premises. Article 1 ("Description of Premises") of the Lease, as previously amended, is hereby amended as follows.

   a. Premises. Paragraph 1.1 of the Lease is hereby amended to revise the description of the Premises that are the subject of the Lease to add a parcel of land consisting of approximately five acres, as described and depicted in the legal description and map attached to this Second Amendment as Exhibit 1, and incorporated by this reference within the Lease. The addition of this parcel to the Premises increases the acreage of the Premises from approximately 31.484 acres to approximately 36.484 acres.

   b. Removal of Building 101 from Premises. Article 1 is hereby amended to provide for an alternative removal process for Building 101. In lieu of the process for removal set forth in paragraph 1.3.2 of the Lease, the Parties shall proceed as follows:

      i. Lessee removed Building 101 and its contents from the Premises on or about February 28, 2019.

      ii. Lessor shall reimburse Lessee up to $125,000.00 for expenses for packing and relocation of the contents of Building 101. Lessee shall provide Lessor with invoices documenting Lessee's expenses.

2. Compensation. Notwithstanding the provisions of paragraphs 3.1 and 3.2 of the Lease, Lessee's obligation to pay to Lessor Fixed Rent and Percentage Rent (together referred to as "Rent") on the portions of the Premises included within the Project Area is hereby waived for the period of time that those portions were under construction.

   a. Rent on the portion of the Premises labeled as "C.1" on the map attached to this Second Amendment as Exhibit 3 and incorporated by this reference within the

Lease is hereby waived during the time period of June 3, 2019 through August 8, 2019, resulting in a total amount of $3,691.87 in Rent waived. The portion of the Premises labeled as C.1 on Exhibit 3 includes approximately 10.49 acres of the Premises, and includes Hangars 102-10 through 102-14, 103-15 through 103-27, 104-28 through 104-38, and 105-39 through 105-44, Building 75, and Shadeports 1 through 28.

b. Rent on the portion of the Premises labeled as "C.2" on Exhibit 3 is hereby waived during the time period of August 12, 2019 through November 7, 2019, resulting in a total amount of $3,314.52 in Rent waived. The portion of the Premises labeled as C.2 on Exhibit 3 includes approximately 7.87 acres of the Premises, and includes Hangars 105-45 through 105-50, 106-51 through 106-62, and 107-63 through 107-68, and Storage Units 106A, 107A, and 107B.

3. Funding for Construction of Non-AIP Eligible Areas. The Parties hereby agree to share the costs of construction of the Non-AIP Eligible Areas of the Project as follows:

a. Lessor shall pay the construction costs for the Non-AIP Eligible Areas surrounding the buildings identified as Buildings 83, 102, 103, 104, 105, 106, and 107, and the area identified as Covered Aircraft Parking on Exhibit 2.

b. Lessee shall contribute $45,410.71 towards the construction costs for the Non-AIP Eligible Areas surrounding the buildings identified as Buildings 75, 76, 86, and 87 on Exhibit 2.

4. Payment. Based on the payments due to each Party under paragraphs 1(b), 2(a) and (b), and 3(b) above, Lessor shall submit payment in the amount of $86,595.68 to Lessee within 30 days of the Effective Date of this Second Amendment, calculated as follows:

$125,000.00	Lessor to Lessee - Building 101 removal (paragraph 1(b))
+ 3,691.87	Lessor to Lessee - credit for Rent for phase C.1 (paragraph 2(a))
+ 3,314.52	Lessor to Lessee – credit for Rent for phase C.2 (paragraph 2(b))
- 45,410.71	Lessee to Lessor – contribution to construction (paragraph 3(b))
$ 86,595.68	Total Lessor to Lessee

5. Construction of Improvements to Five-Acre Parcel. Lessee shall proceed with construction of improvements to the five-acre parcel added to the Premises by paragraph 1(a) above as soon as practicable and within a reasonable period of time as required by FAA regulations, advisory circulars and grant assurances, including without limitation, advisory circular 150/5190-6 and grant assurance 23 which prohibit the granting of exclusive rights at federally-funded airports.

a. At the latest, Lessee shall begin actual construction of improvements no later than 10 years after the Effective Date of this Second Amendment, and shall cause the construction to be diligently pursued, without a halt in construction and without demobilization, to completion and acceptance.

b. If Lessee fails to begin actual construction of improvements on the five-acre parcel within the specified 10-year period, Lessor shall notify Lessee in writing that Lessee is in default of the provisions of this paragraph and that the five-acre

parcel will be removed from the Premises that are the subject of the Lease unless Lessee cures the default by beginning actual construction of improvements within 30 days of Lessee's receipt of the notice.

6. Effective Date of Second Amendment. This Second Amendment shall be effective as of the signature date of the last Party to sign this Second Amendment ("Effective Date").

7. Recordation. Lessor shall at its expense record this Second Amendment in the office of the Recorder of Pima County, Arizona within ten days of execution of this Second Amendment by all Parties.

8. Other Terms and Provisions. All other terms and provisions of the Lease and its exhibits, as previously amended, not specifically changed by this Second Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease, as previously amended. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this Second Amendment unless otherwise expressly stated.

9. Recitals. The recitals set forth at the beginning of this Second Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

10. Entire Agreement. This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Second Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Second Amendment.

11. Severability. If any provision of this Second Amendment is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Second Amendment, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Second Amendment a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Second Amendment shall be deemed reformed accordingly.

12. Governing Law. This Second Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Second Amendment shall be brought and maintained in Pima County, Arizona.

13. Interpretation. This Second Amendment has been negotiated by Lessor and Lessee, and neither Party shall be deemed to have drafted this Second Amendment for purposes of construing any portion of this Second Amendment for or against any Party.

[SIGNATURE PAGE FOLLOWS]

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

LESSOR:	LESSEE:
TOWN OF MARANA, an Arizona municipal corporation	PIMA AVIATION, INC., an Arizona corporation
By:_____ Ed Honea, Mayor	By:_____ Gary L. Abrams, President
Date:_____	Date:_____

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

STATE OF _____)
ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Gary L. Abrams, President of PIMA AVIATION, INC., an Arizona corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit 1: Legal Description and Map of 5-Acre Parcel Added to Premises

Exhibit 2: Map of Marana Regional Airport Non-AIP Funded Areas

Exhibit 3: Map of Portions (C.1 and C.2) of Premises Included in Project Area

AZTEC
LAND SURVEYING, INC.
7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA
PHONE: (520) 490-2027 FAX: (480) 963-2147

DESCRIPTION OF '5 ACRE PLOT' PARCEL

That Portion of the North Half (N2) of Section 10, Township 12 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, and also being a portion of that 32.72 acre parcel described in Docket 11122 at page 1560 and shown as parcel 2B on Record of survey recorded at Seq. 20133610161 described as Follows:

Commencing at the Northwest Corner of Said Section 10,
Thence upon the North Line of said Section 10, North 89°26'42" East, a distance of 1317.39 feet to the Northwest Corner of the East Half of the Northwest Quarter (E2NW4) of said Section 10;
Thence continuing upon said North Line of Section 10, North 89°26'42" East, a distance of 404.15' feet;
Thence South 00°34'21"East, a distance of 7.98 feet to the POINT OF BEGINNING;

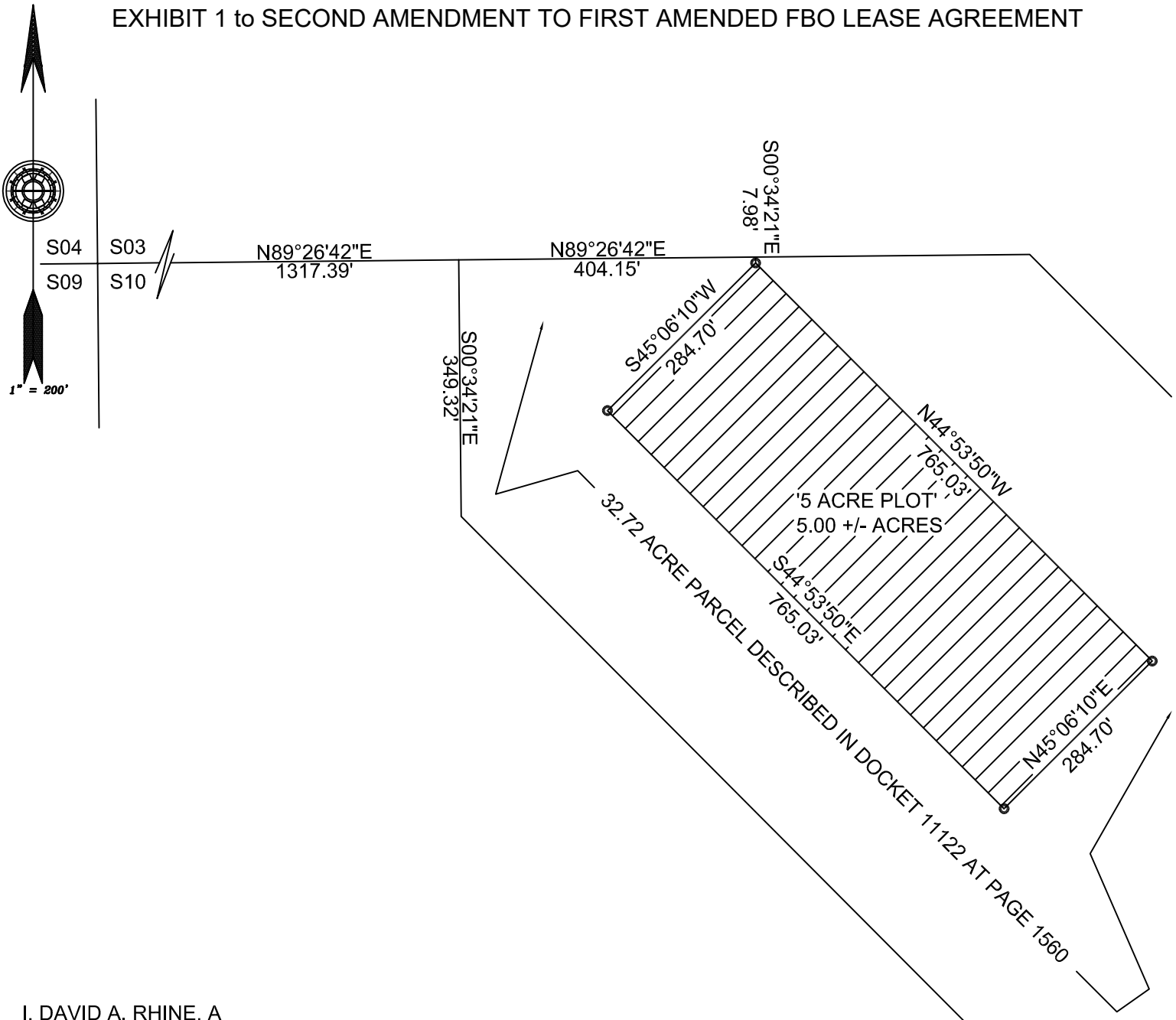
Thence South 45°05'10"West, a distance of 284.70' feet;
Thence South 44°53'50"East, a distance of 765.03 feet;
Thence North 45°05'10"East, a distance of 284.70' feet;
Thence North 44°53'50"West, a distance of 765.03 feet to the POINT OF BEGINNING;

Said Parcel contains 217,800 square feet or 5.000 acres of land, more or less.

Prepared by
David A. Rhine, RLS
AZTEC Land Surveying, Inc.



EXHIBIT 1 to SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT



I, DAVID A. RHINE, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, HAVE PREPARED THIS DOCUMENT FOR EXHIBIT PURPOSES ONLY AND MAY NOT BE SURVEYED/STAKED ON THE GROUND.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
24530
DAVID A. RHINE
Date Signed 5/22/2020
ARIZONA, U.S.A.

AZTEC LAND SURVEYING, INC.
7320 N LA CHOLLA BLVD., 154-127 TUCSON, ARIZONA
PHONE: (520) 490-2027 FAX: (480) 963-2147

EXHIBIT 'A' DRAWING

A Portion of the North Half (N2) of Section 10, Township 12 South, Range 11 East, Gila and Salt River Meridian, PIMA COUNTY, ARIZONA

SECTION 10, T12S, R11E, G&SRM PIMA COUNTY, ARIZONA

Drn. DAR Ck'd DAR

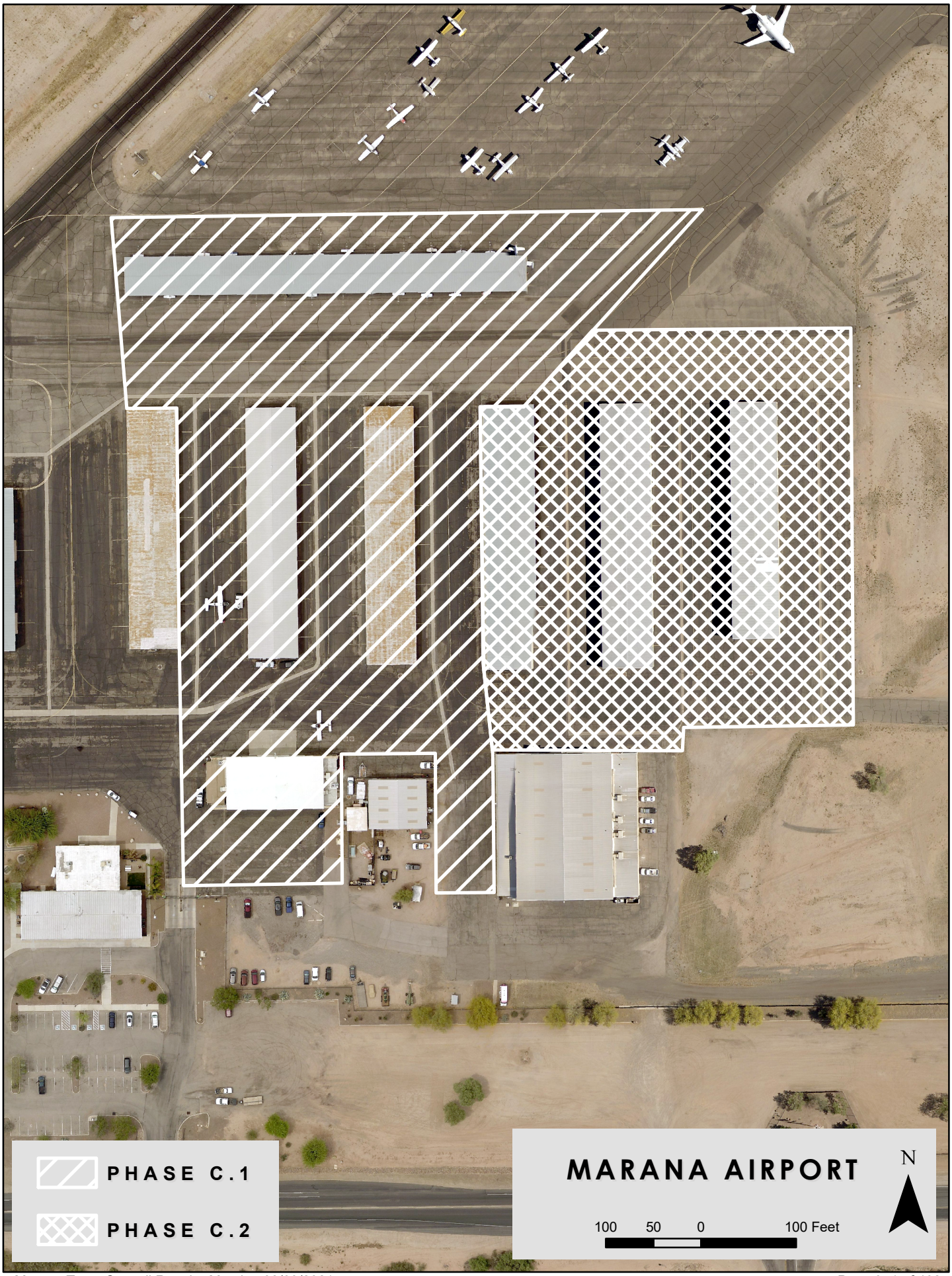
Scale: 1" = 200'

DATE: 5/08/2020 | Job No. 46419 | Sheet 2 of 2

EXHIBIT 2 to SECOND AMENDMENT TO FIRST AMENDED FBO LEASE AGREEMENT



Location	Cost based on low-bid
Bldg 86 & 87	$ 27,943.98
Bldg 75	$ 3,698.35
Bldg 76	$ 13,768.38
Covered Aircraft Parking	$ 82,036.78
Bldg 83	$ 4,243.27
Bldg 102	$ 16,935.27
Bldg 103	$ 17,695.67
Bldg 104	$ 18,105.21
Bldg 105	$ 18,808.76
Bldg 106	$ 18,796.51
Bldg 107	$ 17,057.84


PHASE C.1
PHASE C.2
MARANA AIRPORT
N
100 50 0 100 Feet

Council-Regular Meeting **A5**

Meeting Date: 08/03/2021

To: Mayor and Council

From: David Udall, Associate Town Attorney

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-113: Relating to Elections; prescribing standards of financial disclosure for local elected officials as required by A.R.S. § 38-545; and rescinding Marana Resolution No. 77-2 (David Udall)

Discussion:

State law requires the Town to adopt financial disclosure standards for the Town's elected officials that are consistent with the provisions of Title 38, Chapter 3.1, Article 1 of the Arizona Revised Statutes, as amended. On June 27, 1977, the Marana Town Council adopted financial disclosure standards that were in compliance with state law at the time by adopting Resolution No. 77-2. Over the years, Title 38 has been amended, but the Town's financial disclosure standards have not changed. Marana Resolution No. 2021-116 brings the Town's financial disclosure standards back into conformity with Title 38, as amended. If adopted, Marana Resolution No. 2021-116 will rescind Marana Resolution No. 77-2 and set forth updated financial disclosure standards for the Town's elected officials.

Material changes to the financial disclosure standards in Marana Resolution No. 2021-116 include additional disclosure requirements for the following: controlled and dependent businesses, debts owed to a local public officer, bonds, and official capacity travel expenses. The changes also include specific categories of value for reporting purposes, several additional definitions, and process changes, including the ability to file electronically. A comparison draft has been included in the backup materials to this agenda item for a more detailed review of the changes.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2021-113, prescribing standards of financial disclosure for local elected officials as required by A.R.S. § 38-545 and rescinding Marana Resolution No. 77-2.

Suggested Motion:

I move to adopt Resolution No. 2021-113, prescribing standards of financial disclosure for local elected officials as required by A.R.S. § 38-545 and rescinding Marana Resolution No. 77-2.

Attachments

Resolution 2021-113

Resolution No. 77-2

Comparison Draft

MARANA RESOLUTION NO. 2021-113

RELATING TO ELECTIONS; PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS AS REQUIRED BY A.R.S. § 38-545; RESCINDING MARANA RESOLUTION NO. 77-2

WHEREAS pursuant to A.R.S. § 38-545, as amended, the Town of Marana is required to adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes, as amended; and

WHEREAS on June 27, 1977, the Town Council adopted Resolution No. 77-2 in compliance with A.R.S. § 38-545; and

WHEREAS Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes has been amended since Marana Resolution No. 77-2 was adopted; and

WHEREAS it has become necessary to rescind Marana Resolution No. 77-2 and adopt current standards of financial disclosure consistent with state law; and

WHEREAS the Town Council finds that rescinding Marana Resolution No. 77-2 and adopting standards of financial disclosure as set forth in this resolution is in the best interests of the Town and its residents.

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

SECTION 1. Marana Resolution No. 77-2 is hereby rescinded.

SECTION 2. The following standards of financial disclosure for local elected officials are hereby adopted:

A. Definitions. In this resolution, unless the context otherwise requires:

1. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.

2. "Compensation" means anything of value or advantage, present or prospective, including the forgiveness of debt.

3. "Controlled business" means any business in which the local public officer or any member of his or her household has an ownership or beneficial interest, individually or combined, amounting to more than a 50% interest.

4. "Dependent business" means any business in which the local public officer or any member of his or her household has an ownership or beneficial interest, individually or combined, amounting to more than a 10% interest, and during the preceding calendar year the business received from a single source more than $10,000.00 and more than 50% of its gross income.

5. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "Gift" does not include travel-related expenses that are publicly reported as required by law or political campaign contributions that are publicly reported pursuant to Title 16, Chapter 6 of the Arizona Revised Statutes.

6. "Local public officer" means a person holding an elective office of the Town of Marana.

7. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.

8. "Travel-related expenses" means any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to or from a meeting, conference or other event where the local public officer is participating in the local public officer's official capacity.

B. Duty to file financial disclosure statement; contents; exceptions

1. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the town clerk on a form prescribed by the town clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:

a. The name and home or work address of the local public officer, whether the local public officer's spouse is a member of the local public officer's household, the number of minor children who are members of the local public officer's household and all names and addresses under which each does business. If disclosure of the identity of the local public officer's spouse or minor child would otherwise be required, a local public officer may comply with the identification requirement by using the term "spouse" or "minor child," as applicable.

b. The name and address of each employer and of each other source of compensation other than gifts amounting to more than $1,000.00 received during the preceding calendar year by the local public officer and members of his or her household in their own names, or by any other person for the use or benefit of the local public officer or members of his or her household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of

individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his or her household derived compensation.

c. For a controlled business, a description of the goods or services provided by the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than $10,000.00 and is more than 25% of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in paragraph A(4). If the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business activities engaged in by the source of compensation.

d. The names and addresses of all businesses and trusts in which the local public officer or members of his or her household, or any other person for the use or benefit of the local public officer or members of his or her household, had an ownership or beneficial interest of over $1,000.00 at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which the local public officer or any member of his or her household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship.

e. All real property interests and real property improvements, including specific location and approximate size, located in the Town of Marana, in which the local public officer, any member of his or her household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his or her household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he or she shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.

f. The names and addresses of all creditors to whom the local public officer or members of his or her household, in their own names or in the name of any other person, owed a debt of more than $1,000.00 or to whom a controlled business or dependent business owed a debt of more than $10,000.00 which was also more than 30% of the total business indebtedness at any time during the preceding calendar year, listing each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the local public officer or any member of his or her household resulting from the ordinary conduct of a business other than a controlled or dependent business. Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph B(1)(e), debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address of a person to whom payments are made is disclosed. If the local public officer, and any member of his or her household or a controlled or dependent business incurred or discharged a debt which is reportable under this paragraph during the preceding calendar year, the report shall disclose that the transaction was made and the date it occurred.

g. The identification and amount of each debt exceeding $1,000.00 owed at any time during the preceding calendar year to the local public officer and members of his or her household in their own names, or to any other person for the use or benefit of the local public officer or any member of his or her household. The disclosure shall include the identification and amount of each debt exceeding $10,000.00 to a controlled business or dependent business which was also more than 30% of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his or her household or a controlled or dependent business incurred or discharged a debt which is reportable under this paragraph during the preceding year, the report shall disclose that the transaction was made and the date it occurred.

h. The name of each source of any gift, or accumulated gifts from a single source, of more than $500.00 received by the local public officer and members of his or her household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of his or her household except gifts received by will or by virtue of intestate succession, or received by

way of distribution from any inter vivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. Travel-related expenses and political campaign contributions shall not be construed as gifts if otherwise publicly reported as required by law.

i. A list of all business licenses issued, by the Town of Marana or by any other governmental agency which requires for its issuance the consideration of the application for such license by the town council of the Town of Marana, to, held by or in which the local public officer or any member of his or her household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location.

j. A list of all bonds, together with their value, issued by the Town of Marana, any industrial development authority of the Town or any nonprofit corporation organized or authorized by the Town and held at any time during the preceding calendar year by the local public officer or any member of his or her household, which bonds issued by a single entity had a value in excess of $1,000.00. If the local public officer or any member of his or her household acquired or divested any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.

k. The name of each meeting, conference or other event where the local public officer is participating in the local public officer's official capacity if travel-related expenses of $1,000.00 or more were incurred on behalf of the local public officer and the travel-related expenses are not paid by the local public officer.

2. If an amount or value is required to be reported pursuant to paragraph B, it is sufficient to report whether the amount or value of the equity interest falls within:

a. Category 1, $1,000.00 to $25,000.00.

b. Category 2, more than $25,000.00 to $100,000.00.

c. Category 3, more than $100,000.00.

3. Paragraph B does not require the disclosure of any information that is privileged by law.

4. The statement required to be filed pursuant to paragraph B(1) shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within 60 days following

his or her taking of such office, file a financial disclosure statement covering as his or her annual period the 12-month period ending with the last full month prior to the date of his or her taking office, and a local public officer whose final term expires less than 31 days into the immediately following calendar year may file the local public officer's final financial disclosure at the same time as the disclosure for the last immediately preceding year.

5. The town clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by paragraph B. A copy of the guidelines, forms and samples shall be distributed to each local public officer and shall be made available to each candidate required to file a financial disclosure statement pursuant to paragraph C below.

6. Any statements that are required to be filed by a local public officer pursuant to this resolution adopted pursuant to A.R.S. § 38-545 may be filed in an electronic format as prescribed by the secretary of state.

C. Duty to file financial disclosure statement by candidate for local public office. A candidate for local public office shall file a financial disclosure statement covering the preceding 12-month period and containing the information described in paragraph B on a form prescribed by the town clerk at the time of filing nomination papers.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of August, 2021.

_____
Mayor Ed Honea

ATTEST:

_____
Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jain Fairall, Town Attorney

RESOLUTION NO. 77-2

A RESOLUTION OF THE COMMON COUNCIL OF THE Town OF Marana, Pima COUNTY, ARIZONA, PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR ELECTED OFFICIALS, AND DECLARING THIS RESOLUTION A PUBLIC RECORD.

WHEREAS, pursuant to the provisions of Arizona Revised Statutes, Section No. 38-545, the Town of Marana is required to adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes, and wheras the Common Council has determined that the standards of financial disclosure hereinafter adopted are with respect to the Town of Marana, consistent with such standards of financial disclosure.

NOW, THEREFORE, BE IT RESOLVED BY THE Common COUNCIL OF THE Town OF Marana, Pima COUNTY, ARIZONA, AS FOLLOWS:

Section 1: DEFINITION.

A. "Compensation" means money, tangible things of value or financial benefit.

B. "Immediate Family" means a spouse of a local public officer, and any minor child of whom he or she has legal custody.

C. "Local Public Officer" means a person holding an elective office in the Town of Marana.

Section 2: DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT EXCEPTIONS.

A. In addition to other statements and reports required by law, each local public officer as a matter of public record shall file with the Town Clerk, on a form precribed by the Town Clerk, a verified statement disclosing:

(1) His or her name, the name of each member of his or her immediate family, and all names under which they do business.

(2) An indentification of each employer and of each other source of compensation amounting to more than $1,000.00 annually received by the local public officer and his or her immediate family, and a brief description of the nature of the services for which the

compensation was received, except that this paragraph shall not be construed to require the disclosure of information that may be privileged by law, nor the disclosure of individual items of compensation that constitute a portion of the gross income of the business or profession from which the local public officer and his or her immediate family derive compensation.

(3) The name of every corporation, trust, business trust, partnership, or association in which the local public officer and his or her immediate family, or any other person for the use or benefit of the local public officer and his or her immediate family, have an investmnet or holdings of over $1,000.00 at the fair market value as of the date of the statement, or in which the local public officer or his or her immediate family hold any office, or have a fiduciary relationship, together with the description of the investment, office or relationship, except that this paragraph does not require disclosure of the name of any bank or other financial institution with which the local public officer or member of his or her immediate family has a deposit or withdrawal share account.'

(4) All real property interests located within the limits of the Town of Marana, including street address, specific location, and approximate size or legal description, to which either the local public officer or his or her immediate hold legal title, or beneficial interest in, excluding his or her residence and property used primarily for personal recreation by the local public officer or his or her immediate family.

(5) The names of all persons to whom the local public officer and his or her immediate family owe unsecured personal debts in excess of $1,000.00.

(6) The source of each gift of more than $500.00 received by the local public officer and his or her immediate family in their own names during the preceding twelve months, or by any other person for the use or benefit of the local public officer or his or her immediate family, except gifts received by will or by virtue of intestate or succession, or received by way of distribution from any intervivos or testamentary trust established by a spouse or by an ancestor, or gifts received from relatives. Political contributions shall not be construed as gifts.

(7) A description of all of the professional, occupation and business licenses in which either a local public officer or his or her immediate family has an interest issued by the Town of Marana, or by any Arizona State Department, Agency, Commission, Institution or instrumentality, which requires for its issuance the consideration of the application by the Common Council, including the name in which the license is issued, the type of business or profession, and its location.

B. The statement required to be filed pursuant to this section shall be filed each local public officer on or before January 31 of each year hereafter.

Section 3: DUTY TO FILE FINAL FINANCIAL DISCLOSURE STATEMENT BY A CANDIDATE FOR THE COUNCIL.

A candidate for a local public office shall file a financial disclosure statement containing the information required as setfforth in Section 2 hereof on a form prescribed by the Town Clerk, at the time of filing his or her signed nomination papers.

Section 4: PUBLIC RECORD.

It is hereby declared that this resolution is a public record within the meaning of Section 9-801, Arizona Revised Statutes.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Marana, this 27th day of June, 1977.

APPROVED:

Mayor

ATTEST:

Clerk

EFFECTIVE DATE June 27, 1977

Updated Financial Disclosure Standards Comparison with Marana Resolution No. 77-2

(Materially new language denoted by yellow highlights. Commentary denoted by [*brackets with italicized text and teal highlights*].)

A. Definitions. In this resolution, unless the context otherwise requires [*Resolution No. 77-2 only defines "Compensation," Immediate Family" (which is "Member of household" here), and "Local Public Officer."*]:

1. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.

2. "Compensation" means anything of value or advantage, present or prospective, including the forgiveness of debt.

3. "Controlled business" means any business in which the local public officer or any member of his or her household has an ownership or beneficial interest, individually or combined, amounting to more than a 50% interest.

4. "Dependent business" means any business in which the local public officer or any member of his or her household has an ownership or beneficial interest, individually or combined, amounting to more than a 10% interest, and during the preceding calendar year the business received from a single source more than $10,000.00 and more than 50% of its gross income.

5. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "Gift" does not include travel-related expenses that are publicly reported as required by law or political campaign contributions that are publicly reported pursuant to Title 16, Chapter 6 of the Arizona Revised Statutes.

6. "Local public officer" means a person holding an elective office of the Town of Marana.

7. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.

8. "Travel-related expenses" means any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to or from a meeting, conference or other event where the local public officer is participating in the local public officer's official capacity.

B. Duty to file financial disclosure statement; contents; exceptions

1. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the town clerk on a form

prescribed by the town clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:

a. [*Members of Household*] The name and home or work address of the local public officer, whether the local public officer's spouse is a member of the local public officer's household, the number of minor children who are members of the local public officer's household and all names and addresses under which each does business. If disclosure of the identity of the local public officer's spouse or minor child would otherwise be required, a local public officer may comply with the identification requirement by using the term "spouse" or "minor child," as applicable.

b. [*Employment/Compensation*] The name and address of each employer and of each other source of compensation other than gifts amounting to more than $1,000.00 received during the preceding calendar year by the local public officer and members of his or her household in their own names, or by any other person for the use or benefit of the local public officer or members of his or her household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his or her household derived compensation.

c. [*Controlled/Dependent Businesses*] For a controlled business, a description of the goods or services provided by the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than $10,000.00 and is more than 25% of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in paragraph A(4). If the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business activities engaged in by the source of compensation.

d. [*Businesses/Trusts*] The names and addresses of all businesses and trusts in which the local public officer or members of his or her household, or any other person for the use or benefit of the local public officer or members of his or her household, had an ownership or beneficial interest of over $1,000.00 at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which

the local public officer or any member of his or her household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship. [*Resolution No. 77-2 has language excluding disclosure of "the name of any bank of other financial institution with which the local public officer [or a family member] has a deposit or withdrawal share account."*]

e. [*Real Property*] All real property interests and real property improvements, including specific location and approximate size, located in the Town of Marana, in which the local public officer, any member of his or her household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his or her household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he or she shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.

f. [*Debts Incurred*] The names and addresses of all creditors to whom the local public officer or members of his or her household, in their own names or in the name of any other person, owed a debt of more than $1,000.00 or to whom a controlled business or dependent business owed a debt of more than $10,000.00 which was also more than 30% of the total business indebtedness at any time during the preceding calendar year, listing each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the local public officer or any member of his or her household resulting from the ordinary conduct of a business other than a controlled or dependent business. Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph B(1)(e), debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address of a person to whom payments are made is disclosed. If the local public officer, and any member of his or her household or a controlled or dependent business incurred or discharged a debt which is reportable under this paragraph during the preceding calendar year,

the report shall disclose that the transaction was made and the date it occurred.

g. [*Debts Owed*] The identification and amount of each debt exceeding $1,000.00 owed at any time during the preceding calendar year to the local public officer and members of his or her household in their own names, or to any other person for the use or benefit of the local public officer or any member of his or her household. The disclosure shall include the identification and amount of each debt exceeding $10,000.00 to a controlled business or dependent business which was also more than 30% of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his or her household or a controlled or dependent business incurred or discharged a debt which is reportable under this paragraph during the preceding year, the report shall disclose that the transaction was made and the date it occurred.

h. [*Gifts*] The name of each source of any gift, or accumulated gifts from a single source, of more than $500.00 received by the local public officer and members of his or her household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of his or her household except gifts received by will or by virtue of intestate succession, or received by way of distribution from any inter vivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. Travel-related expenses and political campaign contributions shall not be construed as gifts if otherwise publicly reported as required by law.

i. [*Business Licenses*] A list of all business licenses issued, by the Town of Marana or by any other governmental agency which requires for its issuance the consideration of the application for such license by the town council of the Town of Marana, to, held by or in which the local public officer or any member of his or her household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location. [*Resolution No. 77-2 refers to "professional, occupation and business licenses."*]

j. [*Bonds*] A list of all bonds, together with their value, issued by the Town of Marana, any industrial development authority of the Town or any nonprofit corporation organized or authorized by the Town and held at

any time during the preceding calendar year by the local public officer or any member of his or her household, which bonds issued by a single entity had a value in excess of $1,000.00. If the local public officer or any member of his or her household acquired or divested any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.

k. [*Official Capacity Travel Expenses*] The name of each meeting, conference or other event where the local public officer is participating in the local public officer's official capacity if travel-related expenses of $1,000.00 or more were incurred on behalf of the local public officer and the travel-related expenses are not paid by the local public officer.

2. If an amount or value is required to be reported pursuant to paragraph B, it is sufficient to report whether the amount or value of the equity interest falls within:

a. Category 1, $1,000.00 to $25,000.00.

b. Category 2, more than $25,000.00 to $100,000.00.

c. Category 3, more than $100,000.00.

3. Paragraph B does not require the disclosure of any information that is privileged by law. [*Resolution No. 77-2 covers this in Section A(2) (Section B(1)(b) above), but only as to that section. This expands it to apply more broadly.*]

4. The statement required to be filed pursuant to paragraph B(1) shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within 60 days following his or her taking of such office, file a financial disclosure statement covering as his or her annual period the 12-month period ending with the last full month prior to the date of his or her taking office, and a local public officer whose final term expires less than 31 days into the immediately following calendar year may file the local public officer's final financial disclosure at the same time as the disclosure for the last immediately preceding year.

5. The town clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by paragraph B. A copy of the guidelines, forms and samples shall be distributed to each local public officer and shall be made available to each candidate required to file a financial disclosure statement pursuant to paragraph C below.

6. Any statements that are required to be filed by a local public officer pursuant to this resolution adopted pursuant to A.R.S. § 38-545 may be filed in an electronic format as prescribed by the secretary of state.

C. Duty to file financial disclosure statement by candidate for local public office. A candidate for local public office shall file a financial disclosure statement covering the preceding 12-month period and containing the information described in paragraph B on a form prescribed by the town clerk at the time of filing nomination papers.

Council-Regular Meeting **D1**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-114: Relating to Municipal Court, reappointing Laine McDonald as Marana Town Magistrate for a two-year term beginning October 1, 2021; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald (Jane Fairall)

Discussion:

On September 1, 2015, the Town Council appointed Laine McDonald as Marana Town Magistrate for a two-year term beginning on October 1, 2015 and ending September 30, 2017. On September 19, 2017, Judge McDonald was subsequently reappointed for another two-year term, and on September 3, 2019, she was appointed for another two-year term.

In the years since her appointment, Judge McDonald has implemented several new programs and increased efficiencies within the court, while taking charge of both the judicial and administrative functions. The proposed item on tonight's agenda will reappoint Judge McDonald for another two-year term as the Marana Town Magistrate.

Judge McDonald's contract for the 2019 - 2021 term called for compensation in the amount of $145,000.00 for the first year of the agreement, from October 1, 2019 through September 30, 2020, and $160,000.00 for the second year of the agreement, from October 1, 2020 through September 30, 2021. A proposed new agreement is included within the Council packet for consideration. The new agreement will maintain the same benefits and terms and conditions as the previous agreement, and includes a two-year term through September 30, 2023. The amount of compensation will remain at $160,000 for the contract term.

An executive session has also been scheduled on tonight's agenda for discussion of the

Town Magistrate's employment and contract, if needed.

Financial Impact:

The Court's department budget has adequate existing budgetary capacity to pay for the Town Magistrate's salary and benefits.

Staff Recommendation:

Council's pleasure

Suggested Motion:

I move to adopt Resolution No. 2021-114, reappointing Laine McDonald as Marana Town Magistrate for a two-year term beginning October 1, 2021, and approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald.

Attachments

Resolution 2021-114

Exhibit A - Employment Agreement

MARANA RESOLUTION NO. 2021-114

RELATING TO MUNICIPAL COURT; REAPPOINTING LAINE MCDONALD AS MARANA TOWN MAGISTRATE FOR A TWO-YEAR TERM BEGINNING OCTOBER 1, 2021; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND LAINE MCDONALD

WHEREAS Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed to a two-year term; and

WHEREAS the position of Marana Town Magistrate is currently held by Laine McDonald, who has served in that position since 2015; and

WHEREAS Laine McDonald is a member in good standing of the State Bar of Arizona with extensive courtroom experience; and

WHEREAS the Town Council finds that the reappointment of Laine McDonald as Marana Town Magistrate is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Laine McDonald is hereby reappointed as Marana Town Magistrate for a two-year term beginning on October 1, 2021, and that the Town Magistrate Employment Agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN MAGISTRATE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LAINE P. MCDONALD (the "Judge") for magistrate services. The Town and the Judge are collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to as the "Party."

RECITALS

A. The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403.

B. The Judge is a member in good standing of the State Bar of Arizona with extensive Arizona courtroom experience.

C. The Judge is currently the Marana Town Magistrate, and the Parties desire for the Judge to continue as Marana Town Magistrate pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth in this Agreement, the Parties hereby agree as follows:

Article 1. Magistrate Appointment and Compensation

1.1. Appointment. The Town hereby appoints and employs the Judge as Marana Town Magistrate for a two-year term beginning October 1, 2021 and ending September 30, 2023.

1.2. Compensation. The Judge shall be paid a base salary of $160,000.00 per year for the period of this Agreement.

1.3. Continuing Legal Education. The Town shall pay registration fees, mileage expenses and standard reasonable lodging and meal reimbursements for the Judge to attend the annual Arizona Judicial Conference and other seminars within the State of Arizona that are required to satisfy the Judge's continuing legal education requirements.

1.4. Status. For purposes of determining employee benefits, the Judge shall be an employee of the Town, and not an independent contractor, and shall receive all of the normal employee benefits accruing to other Town employees with the following clarifications.

1.4.1. In addition to the managed time off (MTO) leave hours generally provided to most full-time Town employees on an annual basis, the Judge shall be granted an additional 40 hours of MTO leave annually.

1.4.2. The Judge shall accrue vacation leave at the rate set forth in the Town's personnel policies, depending upon the Judge's length of service as an employee with the Town.

1.5. Judicial Independence. Notwithstanding the Judge's status as a Town employee for purposes of determining benefits, the authority, if any, of the Town over the Judge shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, the Parties agree that the Judge shall comply with all applicable State and Federal laws, and that the Town's personnel policies and administrative directives shall apply to the Marana Municipal Court and its employees.

1.6. Administrative Modifications. The parties recognize that changes in Magistrate Court personnel and fluctuations in Magistrate Court usage may require modification of the administrative duties of the Marana Town Magistrate and other Magistrate Court employees. The parties agree to cooperate and coordinate in making adjustments to the duties of the Marana Magistrate and other Magistrate Court employees, as necessary, to adjust to these changes.

Article 2. Full Time Employment

The Parties acknowledge and agree that the position of Marana Town Magistrate is a full time, forty-hour a week job, considering the Marana Town Magistrate's duties at the Magistrate Court and responsibility to attend other meetings and functions of the Court and the Town. Consequently, the Judge shall typically work normal work hours (Monday through Friday, 8 A.M. to 5 P.M.), vacation, personal, and sick days and holidays excepted.

Article 3. Community Service

The Judge shall be available for and participate in such community outreach and community service activities as the Judge determines are consistent with and do not create a conflict of interest or any appearance of impropriety with her position as Town Magistrate. Any hours spent participating in community service activities shall be included for purposes of work load tracking under Article 2.

Article 4. Termination

4.1. By the Judge. The Judge may terminate this Agreement at any time.

4.2. By the Town. The Town may terminate this Agreement in any manner consistent with the laws of the State of Arizona, including without limitation termination for cause after a due process hearing or upon removal of the Judge from the office of Marana Town Magistrate by the Arizona Supreme Court pursuant to Article 6.1, Section 2 or Section 3 of the Arizona Constitution.

4.3. By Death. This Agreement automatically terminates upon the Judge's death.

4.4. By Term. This Agreement terminates on September 30, 2023, if not previously terminated pursuant to other provisions of this Article.

4.5. Effect of Termination. The Judge's status as a Town employee, and her rights to receive compensation and benefits, shall terminate upon the termination of this Agreement. The amount of the Judge's compensation shall be pro-rated based on the termination date.

Article 5. General Terms and Conditions.

5.1. Effective Date. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

5.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

5.3. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Judge, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

"THE TOWN":	"THE JUDGE":
THE TOWN OF MARANA, an Arizona municipal corporation	LAINE P. MCDONALD
By: _____	_____
Ed Honea, Mayor	Laine P. McDonald
Date: _____	Date: _____

ATTEST:

_____
Cherry L. Lawson, Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **D2**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Laine McDonald, Town Magistrate

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-115: Relating to Municipal Court; ratifying the temporary appointment and approving the appointment of Michael Pollard, approving the appointment of David Deibel, and approving the reappointment of Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

Discussion:

The Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence.

Town Magistrate Laine McDonald has adopted procedures for the appointment of part-time and temporary magistrates pro tempore, consistent with Section 1-305 of the Arizona Code of Judicial Conduct. Those procedures allow for the temporary appointment of part-time magistrates pro tempore by the Town Magistrate, if the need arises, to serve on an as-needed basis until such time as a formal recruitment and appointment can be completed. Those procedures provide that temporary appointments shall be ratified by the Town Council at the Council's next regularly scheduled meeting. Judge McDonald temporarily appointed Michael Pollard on July 12, 2021, consistent with this policy. Judge McDonald now brings forth his appointment for ratification by the Town Council.

On September 17, 2019, the Town Council appointed Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore for terms concurrent with the term of the Town Magistrate, set to expire September 30, 2021. Judge McDonald's reappointment

for a two-year term commencing October 1, 2021 and ending September 30, 2023 is before you for consideration this evening as well. Should you approve Judge McDonald's reappointment she is recommending appointment of Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore for terms concurrent with her term.

Additionally, Judge McDonald recommends that additional pro tem judges be appointed to ensure full court coverage. As a result, Judge McDonald conducted an open process calling for applications for the position. After review of those applications, Judge McDonald now recommends that the Council appoint David Deibel and Michael Pollard as additional magistrates pro tempore, to be used as-needed when Judge McDonald is unavailable for court.

Based on Judge McDonald's review, all recommended individuals meet the qualifications imposed by Arizona law and the Court's requirements for service as a judge pro tempore, and possess the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends ratification of the temporary appointment of Michael Pollard, appointment of David Deibel and Michael Pollard, and reappointment of Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore.

Suggested Motion:

I move to adopt Resolution No. 2021-115, ratifying the temporary appointment of Michael Pollard, approving the appointment of David Deibel and Michael Pollard, and approving the reappointment of Frank Anjakos, Maria Felix, and Ronald Newman as magistrates pro tempore.

Attachments

Resolution 2021-115

MARANA RESOLUTION NO. 2021-115

RELATING TO MUNICIPAL COURT; RATIFYING THE TEMPORARY APPOINTMENT AND APPROVING THE APPOINTMENT OF MICHAEL POLLARD, APPROVING THE APPOINTMENT OF DAVID DEIBEL, AND APPROVING THE REAPPOINTMENT OF FRANK ANJAKOS, MARIA FELIX, AND RONALD NEWMAN AS MAGISTRATES PRO TEMPORE FOR THE MARANA MUNICIPAL COURT.

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Town Council, upon recommendation of the Town Magistrate, the Honorable Laine McDonald, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS consistent with Section 1-305 of the Arizona Code of Judicial Conduct Judge McDonald has adopted procedures for appointment of part-time and temporary magistrates pro tempore of the Marana Municipal Court; and

WHEREAS those procedures allow for the temporary appointment part-time magistrates pro tempore by the Town Magistrate, if the need arises, to serve on an as-needed basis until such time as a formal recruitment and appointment can be completed; and

WHEREAS those procedures provide that temporary appointments shall be ratified by the Town Council at the Council's next regularly scheduled meeting; and

WHEREAS on July 12, 2021, Judge McDonald appointed Michael Pollard as a temporary magistrate pro tempore until such time as his appointment could be ratified; and

WHEREAS the Town Magistrate solicited applications for magistrates pro tempore and based upon applications received and reviewed by the Town Magistrate, recommends that the Town Council appoint David Deibel and Michael Pollard to serve as magistrate pro tempore on an as-needed basis; and

WHEREAS on September 17, 2019, via Resolution No. 2019-092, the Town Council appointed Frank Anjakos and reappointed Maria Felix and Ronald Newman as magistrates pro tempore with terms expiring on September 30, 2021; and

WHEREAS the Town Magistrate recommends that the Town Council reappoint Frank Ajakos, Maria Felix, and Ronald Newman to continue their service as magistrates pro tempore on an as-needed basis; and

WHEREAS the Town Council finds that these individuals meet the qualifications imposed by Arizona law and possess the requisite skill and character to perform as magistrates pro tempore.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the temporary appointment of Michael Pollard is hereby ratified, that David Deibel and Michael Pollard are hereby appointed, and that Frank Anjakos, Maria Felix, and Ronald Newman are hereby reappointed, to serve as magistrates pro tempore for the Marana Municipal Court on an as-needed basis, effective October 1, 2021 through September 30, 2023.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **D3**

Meeting Date: 08/03/2021

To: Mayor and Council

From: Laine McDonald, Town Magistrate

Date: August 3, 2021

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2021-116: Relating to Municipal Court; approving the appointment of Ramona Silence and the reappointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for the Marana Municipal Court (Laine McDonald)

Discussion:

A.R.S. Section 28-1553 and Marana Town Code Section 5-2-3 provide that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases. For a number of years, in the interests of efficiency and timely customer service, a civil traffic violation hearing officer has been appointed to assist with signing minute entries pertaining to civil traffic cases as well as signing orders amending civil traffic cases, when the judge is unavailable.

On June 6, 2017, the Council appointed Kimberly Epling as a civil traffic violation hearing officer for Marana Municipal Court. Ms. Epling was reappointed on December 4, 2018 and October 15, 2019. On December 4, 2018, the Council appointed Dixie DeBonis as a civil traffic violation hearing officer for Marana Municipal Court. Ms. DeBonis was reappointed October 15, 2019. Both terms expire on September 30, 2021, contemporaneously with the expiration of the Town Magistrate's term. Additionally to ensure consistent availability of a civil traffic violation hearing officer Judge McDonald recommends appointment of a third civil traffic violation hearing officer, Ramona Silence.

Town Magistrate Laine McDonald's reappointment to an additional two-year term commencing October 1, 2021 and expiring September 30, 2023 is on tonight's agenda for your consideration. Should Judge McDonald be reappointed she recommends approval

of the appointment of Ramona Silence and the reappointment of Kimberly Epling and Dixie DeBonis as civil traffic violation hearing officers. Ms. Silence has completed the Arizona Supreme Court Civil Hearing Officer training program and has exemplary performance in her current role of court clerk. Both Ms. Epling and Ms. DeBonis have had exemplary performance in their roles as civil traffic violation hearing officers since their initial appointments.

Staff Recommendation:

Staff recommends approving the appointment of Dixie DeBonis, Kimberly Epling, and Ramona Silence as civil traffic violation hearing officers for Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2021-116 approving the appointment of Ramona Silence and the reappointment of Dixie DeBonis and Kimberly Epling as civil traffic violation hearing officers for the Marana Municipal Court.

Attachments

Resolution 2021-116

MARANA RESOLUTION NO. 2021-116

RELATING TO MUNICIPAL COURT; APPROVING THE APPOINTMENT OF RAMONA SILENCE AND THE REAPPOINTMENT OF DIXIE DEBONIS AND KIMBERLY EPLING AS CIVIL TRAFFIC VIOLATION HEARING OFFICERS FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-3 of the Town Code provides that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases; and

WHEREAS the Marana Municipal Court has an additional need for civil traffic violation hearing officers and the terms of the current civil traffic violation hearing officers are expiring; and

WHEREAS the Town Magistrate wishes to appoint Ramona Silence to serve as a civil traffic violation hearing officer on as-needed basis; and

WHEREAS Dixie DeBonis was appointed as a civil traffic violation hearing officer on December 4, 2018 and reappointed October 15, 2019, and her term expires September 30, 2021, and the Town Magistrate wishes to reappoint Dixie DeBonis as a civil traffic violation hearing officer; and

WHEREAS Kimberly Epling was appointed as a civil traffic violation hearing officer on June 6, 2017, reappointed December 4, 2018, and reappointed October 15, 2019, and her term expires September 30, 2021, and the Town Magistrate wishes to reappoint Kimberly Epling as a civil traffic violation hearing officer; and

WHEREAS the Town Council finds that Dixie DeBonis, Kimberly Epling, and Ramona Silence possess the requisite skill and character to perform as civil traffic violation hearing officers.

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

SECTION 1. The Town Council hereby approves the appointment of Ramona Silence and the reappointment of Dixie DeBonis and Kimberly Epling to serve as civil traffic violation hearing officers on an as-needed basis, with a term starting October 1, 2021 and expiring on September 30, 2023.

SECTION 2. The Town Council further directs that the hearing officers, Dixie DeBonis, Kimberly Epling, and Ramona Silence, who are regular employees of the Town, shall receive no additional compensation as hearing officer other than her regular pay and benefits as an employee of the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of August, 2021.

Mayor Ed Honea

ATTEST:

Cherry Lawson, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney