MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 3, 2023, 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 October 3, 2023, 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

PR1 Proclamation Recognizing October 8 - 14, 2023, as Fire Prevention Week (David L. Udall)

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 Ordinance No. 2023.034: Relating to Finance; retroactively waiving the Park Rental Bundle fee for the October 1, 2023 Paws and Patches fundraising event (David L. Udall)

C2 Ordinance No. 2023.035: Relating to Finance; retroactively waiving the Park Rental Bundle fee for an event held by HM3 Advocate, Inc. on August 5, 2023; and waiving the Park Rental Bundle fee for an event to be held by HM3 Advocate, Inc. in the Fall of 2023 (Wayne Barnett)

C3 Approval of Special Council Meeting Summary Minutes of September 12, 2023 and Regular Council Meeting Summary Minutes of September 19, 2023 (David L. Udall)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742 (David L. Udall)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742. (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 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)

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

Council-Regular Meeting **PR1**

Meeting Date: 10/03/2023

Date: October 3, 2023

Subject: Proclamation Recognizing October 8 - 14, 2023, as Fire Prevention Week (David L. Udall)

Attachments

Proclamation

MARANA AZ

PROCLAMATION
Recognizing Fire Prevention Week

WHEREAS, the Town of Marana is committed to ensuring the safety and security of all those living in and visiting our Town; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States and fire departments responded to 338,000 home fires in 2021, according to the National Fire Protection Association (NFPA); and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, to help prevent home fires, Marana residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, in addition, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire and working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, Marana's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking Safety Starts With YOU. Pay Attention to Fire Prevention," effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I Ed Honea, Mayor of the Town of Marana, do hereby proclaim October 8 – 14, 2023, as Fire Prevention Week throughout the Town, and I urge all residents to check their kitchens for fire hazards, use safe cooking practices, and to support the many public safety activities and efforts of Marana's fire and emergency services.

Dated this 3rd day of October 2023.

ATTEST:

David L. Udall, Town Clerk

Ed Honea

Ed Honea, Mayor

Council-Regular Meeting **C1**

Meeting Date: 10/03/2023

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: October 3, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2023.034: Relating to Finance; retroactively waiving the Park Rental Bundle fee for the October 1, 2023 Paws and Patches fundraising event (David L. Udall)

Discussion:
Under state law, the Town Council is authorized to control the finances of the Town. The Marana Town Council has adopted a comprehensive fee schedule that includes a $500.00 Park Rental Bundle fee to reserve a Town park for events.

On October 1, 2023, the Pima County Sheriffs' Department hosted the Paws and Patches fundraising event at the Crossroads at Silverbell District Park in honor of K9 Deputy Matt Salmon, who recently passed away. If adopted, this ordinance would retroactively waive the Park Rental Bundle fee included in the Town's comprehensive fee schedule for the fundraising event.

Financial Impact:
Waiving the $500 fee for this even, will not have a material or significant financial impact.

Staff Recommendation:
Staff recommends approval of Ordinance No. 2023.034.

Suggested Motion:

I move to adopt Ordinance No. 2023.034, retroactively waiving the Park Rental Bundle fee for the October 1, 2023 Paws and Patches fundraising event.

Attachments

Ordinance No. 2023.034

MARANA ORDINANCE NO. 2023.034

RELATING TO FINANCE; RETROACTIVELY WAIVING THE PARK RENTAL BUNDLE FEE FOR THE OCTOBER 1, 2023 PAWS AND PATCHES FUNDRAISING EVENT

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the Town; and

WHEREAS the Town Council has adopted a comprehensive fee schedule for the Town which includes a $500.00 Park Rental Bundle fee for reserving Town parks for events; and

WHEREAS On October 1, 2023, the Pima County Sheriffs' Department hosted the Paws and Patches fundraising event at the Crossroads at Silverbell District Park in honor of K9 Deputy Matt Salmon, who recently passed away; and

WHEREAS Mayor and Council of the Town of Marana find that retroactively waiving the Park Rental Bundle fee for the October 1, 2023, Paws and Patches event is in the best interests of the Town and its residents.

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

SECTION 1. The Park Rental Bundle fee included in the Town's comprehensive fee schedule, as adopted by the Town Council and amended from time to time, is hereby retroactively waived for the Paws and Patches fundraising event held on October 1, 2023, at Crossroads at Silverbell District Park.

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

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

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

SECTION 5. This ordinance is administrative and shall be effective immediately.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of October, 2023.

Mayor Ed Honea

ATTEST:

David L. Udall, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 10/03/2023

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Wayne Barnett, Deputy Director Parks & Recreation

Date: October 3, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2023.035: Relating to Finance; retroactively waiving the Park Rental Bundle fee for an event held by HM3 Advocate, Inc. on August 5, 2023; and waiving the Park Rental Bundle fee for an event to be held by HM3 Advocate, Inc. in the Fall of 2023 (Wayne Barnett)

Discussion:

Under state law, the Town Council is authorized to control the finances of the Town. The Marana Town Council has adopted a comprehensive fee schedule that includes a $500.00 Park Rental Bundle fee to reserve a Town park for events.

Former Marana Unified School District student Nikki Bayse has requested a waiver of Town of Marana Park Rental Bundle fee for an sand volleyball tournament held on Friday, August 5, 2023, at Crossroads at Silverbell District Park. The event benefited HM3 Advocate, Inc., a local non-profit that seeks shelter for women in need of assistance. She has also requested a waiver of Town of Marana Park Rental Bundle fee for an event that will be held in the Fall of 2023, but is not yet scheduled. The event will be a 5k run, and will also benefit HM3 Advocate.

If adopted, this ordinance would retroactively waive the $500.00 Park Rental Bundle fee included in the Town's comprehensive fee schedule for the August 5, 2023, event at Crossroads at Silverbell District Park, and would waive the fee for the upcoming 5k event in the Fall of 2023. HM3 Advocate, Inc. would still be required to go through the Town's normal review and permitting process.

Financial Impact:
Waiving of these fees would not have a significant impact on the Town's finances.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
I move to adopt Ordinance No. 2023.035, retroactively waiving the Park Rental Bundle fee for an event held by HM3 Advocate, Inc. on August 5, 2023; and waiving the Park Rental Bundle fee for an event to be held by HM3 Advocate, Inc. in the Fall of 2023.

Attachments

Ordinance No. 2023.035

MARANA ORDINANCE NO. 2023.035

RELATING TO FINANCE; RETROACTIVELY WAIVING THE PARK RENTAL BUNDLE FEE FOR AN EVENT HELD BY HM3 ADVOCATE, INC. ON AUGUST 5, 2023; AND WAIVING THE PARK RENTAL BUNDLE FEE FOR AN EVENT TO BE HELD BY HM3 ADVOCATE, INC. IN THE FALL OF 2023

WHEREAS the Town Council is authorized by A.R.S. § 9-240(A) to control the finances of the Town; and

WHEREAS the Town Council has adopted a comprehensive fee schedule for the Town which includes a $500.00 Park Rental Bundle fee for reserving Town parks for events; and

WHEREAS on August 5, 2023, former Marana Unified School District student Nikki Bayse organized a sand volleyball tournament at Crossroads at Silverbell District Park oh behalf of HM3 Advocate, Inc., a local non-profit that seeks shelter for women in need of assistance; and

WHEREAS, Ms. Bayse will be scheduling a 5K run that will also benefit HM3 Advocate sometime in the Fall of 2023; and

WHEREAS, Ms. Bayse is requesting waivers of the Town of Marana Park Rental Bundle fee for these events; and

WHEREAS Mayor and Council of the Town of Marana find that retroactively waiving the Park Rental Bundle fee for the August 5, 2023, sand volleyball tournament event and waiving the Park Rental Bundle fee for the 5K run to be held in the Fall of 2023 are in the best interests of the Town and its residents.

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

SECTION 1. The Park Rental Bundle fee included in the Town's comprehensive fee schedule, as adopted by the Town Council and amended from time to time, is hereby retroactively waived for the sand volleyball tournament event organized on behalf of HM3 Advocate, Inc. and held on August 5, 2023, at Crossroads at Silverbell District Park.

SECTION 2. The Park Rental Bundle fee included in the Town's comprehensive fee schedule, as adopted by the Town Council and amended from time to time, is hereby waived for the 5K run event being organized on behalf of HM3 Advocate, Inc. and which will be held in the Fall of 2023. The event organizer is currently considering locating this

event at Gladden Farms Community Park, but this fee waiver shall apply to the Town park chosen for this event once the final location determination has been made.

SECTION 3. All other applicable fees shall be paid and the Town's normal review and permitting process complied with.

SECTION 4. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 5. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of the this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 7. This ordinance is administrative and shall be effective immediately.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of October, 2023.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 10/03/2023

To: Mayor and Council

From: David L. Udall, Town Clerk/Assistant Town Attorney

Date: October 3, 2023

Subject: Approval of Special Council Meeting Summary Minutes of September 12, 2023 and Regular Council Meeting Summary Minutes of September 19, 2023 (David L. Udall)

Attachments

Special Council Meeting Summary Minutes, 09/12/2023

Regular Council Meeting Summary Minutes, 09/19/23

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING/RETREAT

9251 W. Twin Peaks Road, Tucson, Arizona 85743
White Stallion Ranch, Longhorn Meeting Room, September 12, 2023, at or after 9:00 AM

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

SUMMY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Honea called the meeting to order at 9:09 AM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum. **Vice Mayor Post** and **Council Member Kai** left the meeting at 12:57 PM, and a quorum was still present in their absence.

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

APPROVAL OF AGENDA

Council Member Ziegler moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 7-0.

CONSENT AGENDA

C1 Resolution No. 2023-085: Relating to Development; approving an amended final plat for Gladden Farms Commercial Center Lots 1 - 8, generally located at the northeast corner of Lon Adams and Tangerine Road (Steven Cheslak)

Council Member Ziegler moved to approve the consent agenda. Vice Mayor Post seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Mayor and Council; planning session for the spring 2024 Council retreat, including discussion of the purpose and goals of the retreat, identification and prioritization of topics, and discussion of possible locations and venues (Terry Rozema)

Town Manager Terry Rozema introduced this item. He informed Council Members that the purpose of this item was to generate discussion and to help Town staff in planning Council retreats – for example, when and how often to have them, where to have them, what topics should be covered, etc. Discussion among Council Members and Town staff ensued, the major points of which are highlighted below. Clarifying questions were asked and answered throughout the discussion by various participants.

Please note that the minutes for this item are organized topically rather than chronologically. A morning break was taken from 10:00 AM until 10:28 AM, and a lunch break was held from 11:14 AM until 12:07 PM (audio recording was resumed at 12:08 PM). All Council Members were present after the breaks, constituting a quorum.

Retreat Purpose

Council Member Comerford said that a retreat should be an opportunity to go into more depth and to fine-tune operations between the Council and Town staff.

Vice Mayor Post said a retreat is a time for long-range planning and could include brief department presentations focused on the long game. He said it was a time to discuss things that need to be set in motion now that might not take place for ten years or more. He said long-range plans were discussed at the last retreat, and the next retreat is an opportunity for an update on those plans. **Council Member Craig** agreed that long-range planning was an appropriate purpose for a retreat.

Retreat Location

Mayor Honea said he liked holding retreats at the Wigwam Resort in the Phoenix area. He expressed concern about having the retreat too close to the Town and said having the retreat far enough away provides for opportunities for the Council to network. **Vice**

Mayor Post agreed and said having it away from the Town helps him focus on the purpose of the retreat rather than the day-to-day concerns he would have if it were in the Town. He said he liked the Wigwam Resort as well and said there is also a nice resort in Chandler. **Council Member Ziegler** was also in favor of the Wigwam Resort. **Council Member Kai** agreed that the Wigwam or somewhere in Phoenix was the best way to go and mentioned they could potentially have the retreat on the eastside of the Phoenix Valley as an alternative. **Council Member Officer** said he doesn't mind the Wigwam but expressed concern that there are only a couple of places to eat around that location. **Council Member Criag** also said she liked the Wigwam, but if it was far more expensive than other options, the Town should look into those options instead.

Mr. Rozema said that staff would compare other venues in the Phoenix area with the Wigwam in terms of price, amenities, and proximity to food establishments and would provide that information to the Council for final selection. The Council reached a consensus on this approach.

Retreat Format

Vice Mayor Post, **Council Member Ziegler, Council Member Craig,** and **Council Member Officer** said they do not prefer tours as part of the format. There was a general consensus to remain onsite for the retreat.

Vice Mayor Post proposed hearing reports from major departments, such as Water, Finance, Development Services, Public Works, and the Manager's Office, on where they have been, where they are now, and where they are headed. **Council Member Craig** preferred such reports be provided at times other than the retreat and expressed a desire to discuss more substantive things the Council does not normally hear about, such as the art policy discussion presented at the last retreat. **Council Member Comerford** said a retreat is not the time for staff reports. **Council Member Ziegler** agreed with **Council Member Comerford** and **Council Member Craig**.

Vice Mayor Post said **Council Member Craig** brought up a good point, and that the last retreat consisted of too much information during the presentation and less time for conversation and discussion. **Mayor Honea** recommended that staff could be instructed to present for only 30 minutes and to leave the remainder of the time for Council discussion.

Mayor Honea proposed having guest speakers, such as Mark Reader with Stifel to discuss bonds and other financial topics, Mayor Doug Nicholls from Yuma to discuss items related to the Arizona League of Cities and Towns, Farhad Moghimi from the Regional Transportation Authority (RTA) to discuss RTA Next in more detail, Ted Maxwell from the Arizona State Transportation Board and/or Roderick Lane from the

Arizona Department of Transportation to discuss upcoming projects, and/or representatives from the Arizona Legislature.

Vice Mayor Post and **Council Member Ziegler** were in favor of the idea of having guest speakers. **Vice Mayor Post** said there would likely only be time for just two guest speakers during the retreat, and he and **Mayor Honea** agreed that Mark Reader should be one of them.

Mr. Rozema summarized the format as follows and sought confirmation from the Council: presentations would be okay so long as there was plenty of opportunity for discussion and that tours were okay so long as they were optional and that Council generally would remain onsite. **Council Member Ziegler, Council Member Crai**g, and **Vice Mayor Post** staid they did not wish to go on tours unless there was a hot-button issue where seeing something in person would be important. **Vice Mayor Post** also highlighted the need for Town staff to be well-prepared for more discussion and questions.

Retreat Topics

- Transportation / RTA Update

Discussion ensued regarding Cortaro, Tangerine, Moore, and Marana interchange projects and timelines. **Council Member Comerford**, **Vice Mayor Post, Council Member Kai, Council Member Ziegler,** and **Council Member Officer** said transportation is a topic that should be discussed at the retreat. **Mayor Honea** said it seemed like everyone would like to hear about transportation, and he said part of the discussion should involve having a long-range plan of priorities in light of financial and capacity considerations. **Council Member Officer** said part of the discussion should involve how the Town can improve relationships with the Department of Transportation for projects along I-10. **Council Member Ziegler** expressed a desire to hear from the RTA and to receive more detail regarding proposed projects.

- Water

Vice Mayor Post, Council Member Kai, Council Member Craig, Council Member Ziegler said water acquisition should a topic at the retreat. **Vice Mayor Post** and **Council Member Kai** highlighted the need to not just discuss water acquisition, but to make decisions on water acquisition at the retreat. **Council Member Kai** was also in favor of quarterly reports on water.

- Employee Retention

Council Member Kai said one of the topics should be employee retention. **Mayor Honea** said employee retention is important and that attracting and retaining employees has become very competitive. **Council Member Ziegler** agreed employee retention was

important, but she said she was not sure what else could be done in light of what the Town has already done in recent years. **Mayor Honea** said that the problem is that employee retention is a moving target and provided examples of how Tucson and Oro Valley have implemented more incentives after the Town completed its compensation study. **Mr. Rozema** said that employee retention is an important topic and highlighted the work the Town has done over the last couple of years. He said it is something staff will look at an evaluate each year, but that it likely was not a great topic for the retreat.

- State Land

Mr. Rozema proposed having the new director of the State Land Department to attend and discuss Department and Town priorities related to State land within the Town limits. **Vice Mayor Post** said he was not interested in residential development on State land, but potentially commercial development. **Council Member Kai** said it would be important to meet the new director. **Council Member Craig** said it would be good to discuss potentially purchasing the Tortalita Preserve. There was a consensus among the Council Members in favor of hearing from the State Land Department at the retreat.

- Finance

Council Member Ziegler and **Mayor Honea** expressed a desire to hear about bonds, finance-related topics, and project budgeting in light of inflation. **Council Member Comerford** expressed a desire to discuss prioritizing projects and funding across Town departments.

- Planning Commission

Council Member Ziegler said one of the topics should be related to the Council paying more attention to what is coming before the Planning Commission. **Council Member Comerford** agreed. **Mayor Honea** highlighted the need to pay more attention to what is happening up front, and **Vice Mayor Post** highlighted the Amazon facility on Silverbell Road as an example of the importance of paying close attention.

- Strategic Growth

Council Member Craig said one of the topics should be strategic planning for growth (where development should go) and another topic should be strategic planning for maintaining open space.

- Economic Development

Council Member Comerford said one of the topics should be economic development and what the Town can do to increase economic development within the Town.

- Information Access and Employee Training

Council Member Officer said that discussion of an information sheet for Council Members to help access information and answer questions should be a topic at the retreat.

He also said it would be good to discuss equipment rodeos where maintenance staff can learn new tricks of the trade.

PRESENTATIONS

P1 Relating to Transportation; presentation by Kittelson & Associates providing an update on the Transportation Master Plan project (Fausto Burruel)

After the lunch break concluded (see above for the timeframe), **Mr. Rozema** and **Public Works Director Fausto Burruel** introduced this item. **Mr. Vamshi Yellsetty** with **Kittelson & Associates** presented. A copy of the presentation slides is on file with the Town Clerk's Office and attached to these minutes as Exhibit A. Clarifying questions were asked and answered during the presentation. For more details, including statistical and graphical information, please see the presentation slides.

Mr. Yellsetty explained that they have received input on the transportation master plan from the public and from stakeholders, and they hoped in this meeting to receive guidance from the Town Council. He said that phase one of the Transportation Master Plan project was a huge success, especially regarding the survey response rate, and then went over the presentation slides.

Vice Mayor Post asked if the study thus far took into account the closure of Orange Grove with respect to traffic congestion. **Mr. Yellsetty** said the study was conducted before that closure and did not take it into account.

Regarding the survey results highlighting poor road quality and maintenance, **Mr. Rozema** and **Mr. Yellsetty** said there is a misperception about what roads are in Marana and which are in other jurisdictions. **Council Member Comeford** said Town employees do a great job maintaining existing roadways.

Vice Mayor Post asked if the Town pays for public transportation, and **Deputy Town Manager Erik Montague** explained the Town does pay an annual maintenance fee.

Mr. Yellsetty asked the Council what they felt was the greatest transportation needs were in Marana today. **Vice Mayor Post, Council Member Ziegler,** and **Mayor Honea** said the greatest needs involved interchange improvements. **Vice Mayor Post** said the Town only has two or three major shopping districts, and that residents and non-residents are concentrating into those areas as a result. **Mr. Burruel** said this was stressing the roads in those areas. **Vice Mayor Post** recommended retail be established in other areas of the Town to spread out the traffic. **Mr. Rozema** said one of the stressors also involved major arterial roads that run through the Town, such as Tangerine, which is utilized to bring residents from Oro Valley through Marana to get onto the interstate.

Discussion ensued related to specific interchanges and the pros and cons of which should be improved first. **Mayor Honea** highlighted that the financial security of the Town was dependent on people's ability to get on and off of the interstate.

Mr. Yellsetty mentioned that retail concentration, employment concentration, and drawing traffic to the interstate were the three main concerns heard from the public and from stakeholders as well.

Mr. Yellsetty next presented on the Town's vision, goals, and guiding principles. He asked Council Members what Marana's greatest challenges would be 20 years from now. **Vice Mayor Post** said the interstate would exceed its capacity by that time and that the Town would need to work with the State to add additional lanes. **Mr. Yellsetty** asked if additional transportation corridors would be desirable. **Vice Mayor Post** said that would be an expensive option. **Council Member Craig** recommended Silverbell Road as a possibility for another corridor. She asked if the Town needed to prepare its roads for heavy trucks, self-driving vehicles, etc., and **Mr. Yellsetty** said that the Town was responsible to ensure its roads were sufficient to handle commerce coming off of I-10. **Mayor Honea** suggested widening Twin Peaks Road to four lanes and widening Ina Road, among other examples, and a general discussion ensued regarding where to widen specific roads within the Town.

Mr. Yellsetty said to not be afraid of the cost at this point, since it is 20 years out. He said improvements around I-10 was a good option, but asked if it would be wise to build parallel networks adjacent to I-10 to provide relieve for traffic congestion and to provide alternate routes in the case of an accident that would shut down the interstate. **Mr. Rozema** highlighted the example of installing a road connecting Avra Valley Road to Tangerine Road.

*[**Vice Mayor Post** and **Council Member Kai** left the meeting at this point (12:57 PM). A quorum was still present in their absence.]*

Mr. Yellsetty requested that the Council provide them with feedback regarding different types of roadways/alternative routes and building a network that could sustain the development the Town is anticipating. He continued on with the presentation slides.

Mayor Honea commented that enhancing the I-10 interchanges would be a major help for future development in the Town, and he said it would be valuable to have schools and retail establishments where the people are rather than relying on the interstate to get to these.

Council Member Officer agreed that I-10 improvements would be necessary, but expressed concern that the entire interstate could be closed down in by one accident. He said I-11 could be a great help in that regard. **Council Member Craig** said her understanding was that I-11 would not be going forward and asked why the Town should plan for it? **Mr. Yellsetty** said the transportation plan looks at different scenarios, including if the new I-11 corridor is established. **Mr. Rozema** said I-11 could also have a negative impact on the revenue of the Town because I-11 travelers would make purchases outside Town limits.

Mayor Honea said that, down the road, it might be good to have trains to be able to move a lot of people. **Mr. Rozema** agreed and commented that Town staff has discovered that many restaurants are not moving into the Town due to the lack of public transportation for their employees.

Mayor Honea highlighted that other jurisdictions, such as Prescott Valley, have their own bus system (small shuttle buses), and he said the Town could look for where there is a need for public transportation and provide similar routes to move people around.

Mr. Yellsetty asked to confirm with the Council if they were open to doing a scenario analysis and to look at I-10 improvements along with alternative routes and multi-modal (different types of transportation) options. There was a consensus among the Council Members regarding this.

Mayor Honea complemented the presentation and said **Mr. Yellsetty** did an excellent job presenting. **Mr. Yellsetty** said the next time they came before Council, they will present potential solutions.

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).

Mayor Honea asked for future agenda items. **Council Member Craig** proposed that green construction codes be a topic on an upcoming agenda. She said there is a regional effort to start developing codes that prohibit residential grass, mandate low-water toilets and better insulation, etc., and the agenda item's purpose would be to see if the Council would like to be part of this regional endeavor. **Mayor Honea** said that the item would be put on the agenda. He invited **Council Member Craig** to coordinate with Town staff regarding putting together a presentation. **Mr. Rozema** suggested that this item be the subject of a study session.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn.

Council Member Comerford moved to adjourn the meeting. Motion passed, 5-0. Meeting adjourned at 1:22 PM.

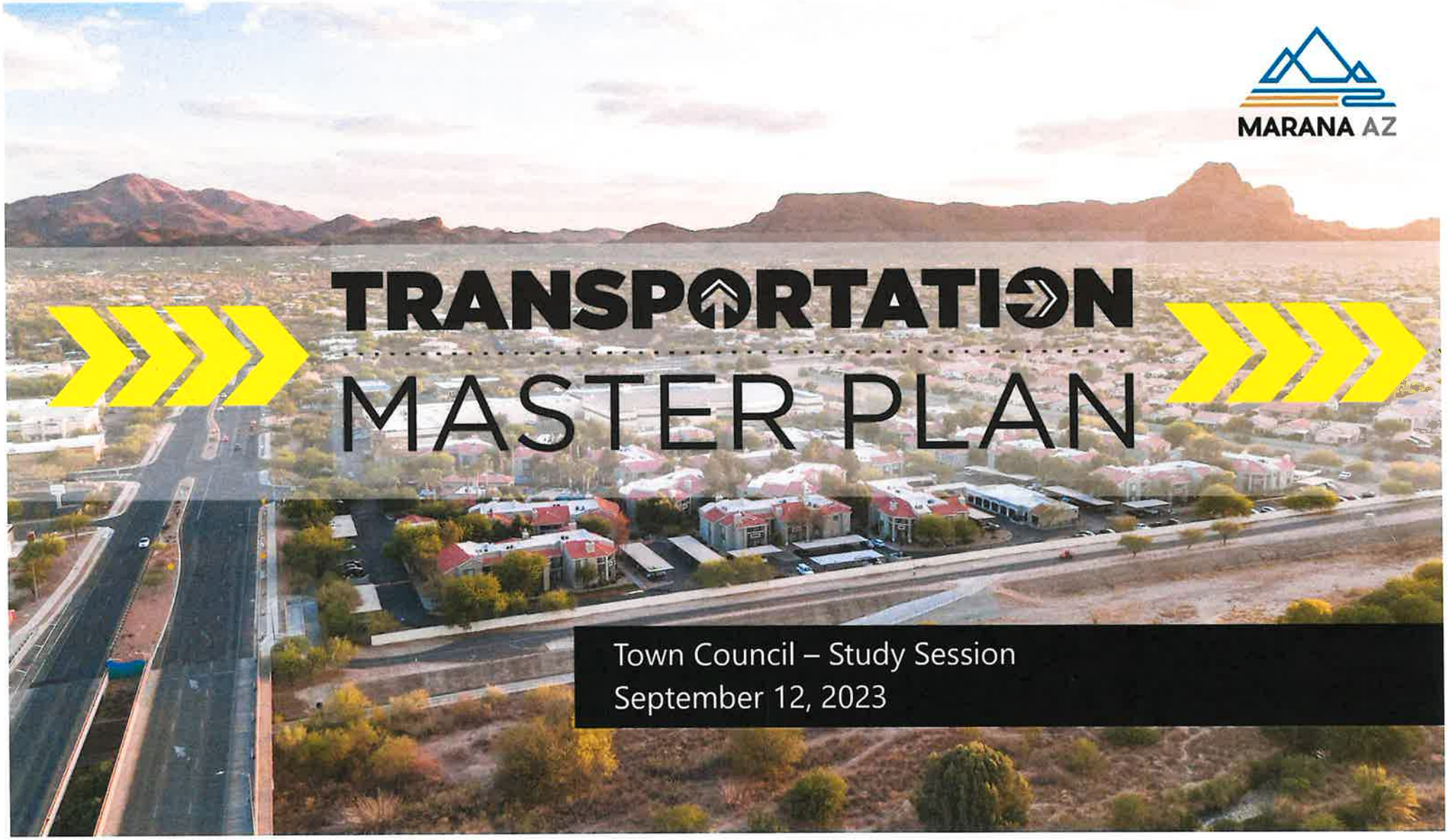
CERTIFICATION

I hereby certify that the forgoing are the true and correct minutes of the Marana Town Council Special Meeting held on September 12, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

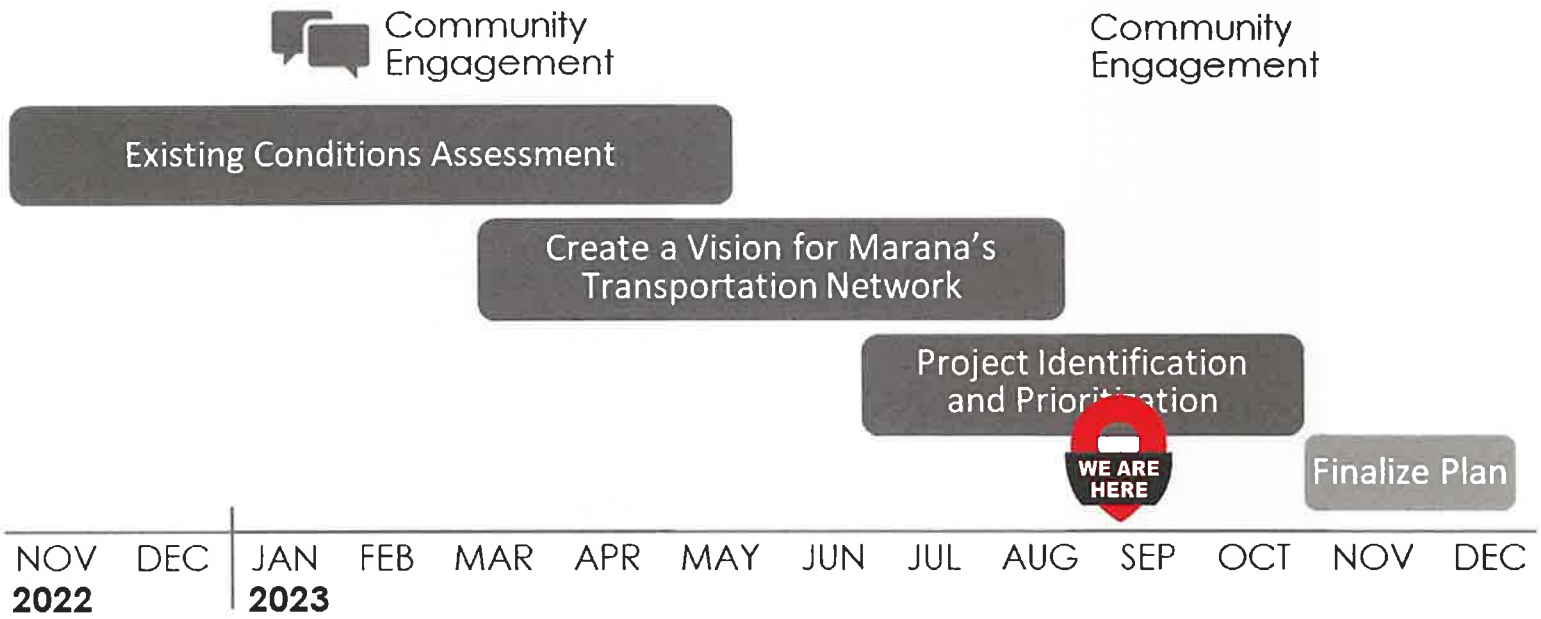
DRAFT


MARANA AZ
TRANSPORTATION
MASTER PLAN
Town Council – Study Session
September 12, 2023

Today's Agenda

- What We Found and What : Existing Conditions
- What We Heard - Community Engagement Phase 1
- TMP Vision and Goals
- Next Steps

Study Progress



Phase 1 Engagement

- Project Website
- Online Survey and Mapping Tool
- Event Participation!
- Media Extravaganza!
  - Local News
  - Real Talk with the Town
- Social Media, E-mail Blasts



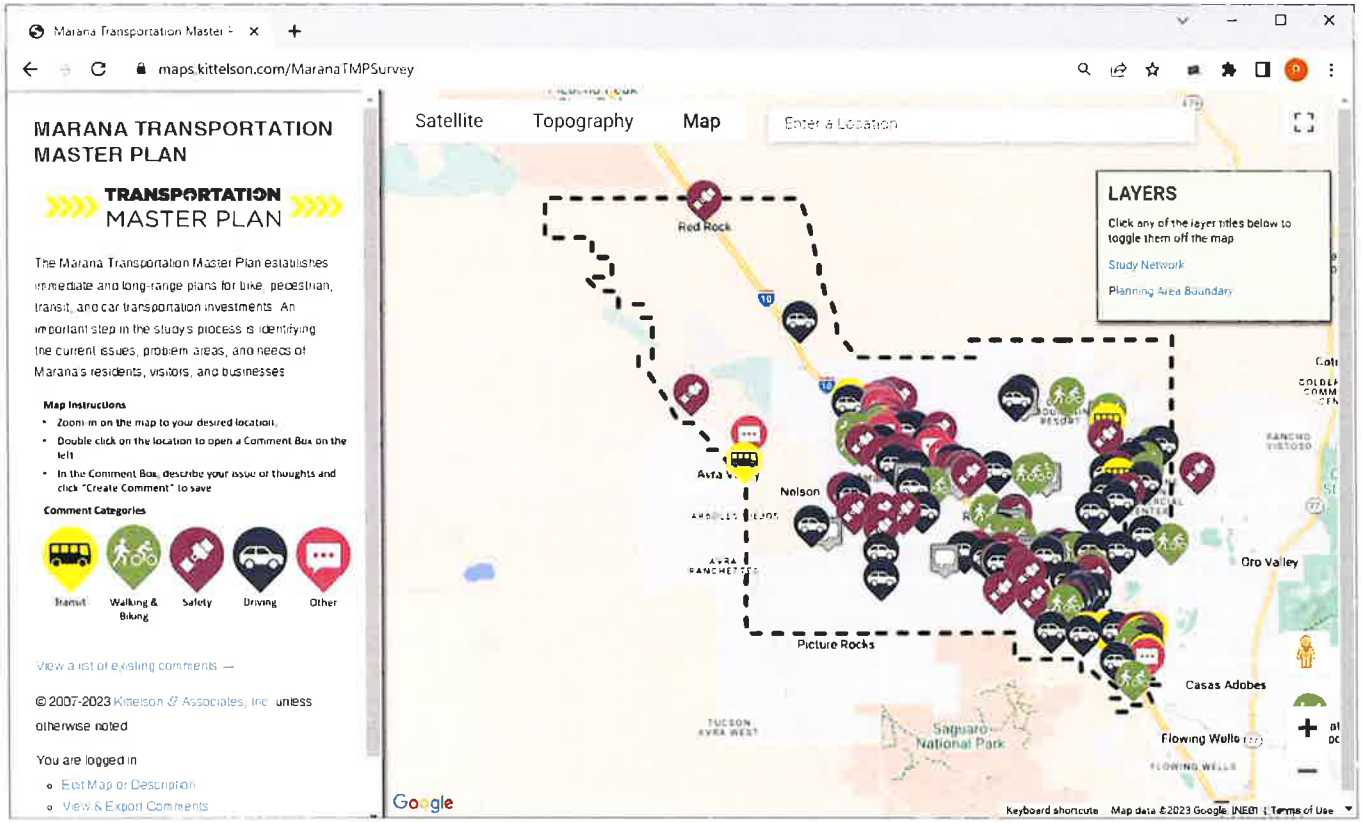


Phase 1 Engagement

Surveys: 1,163 (8 minutes average time spent)

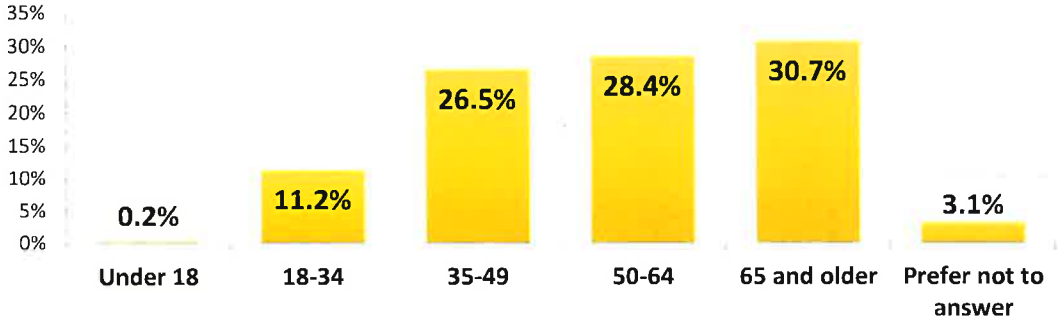
Map Comments: 233



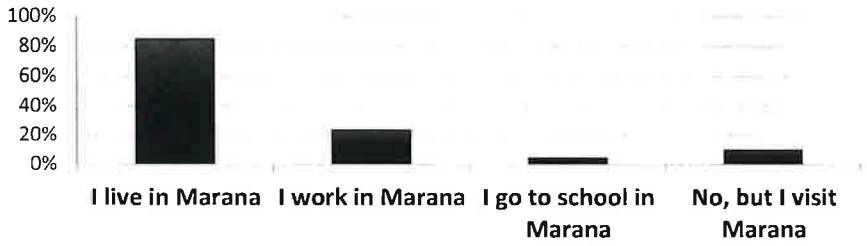


Phase 1 Engagement

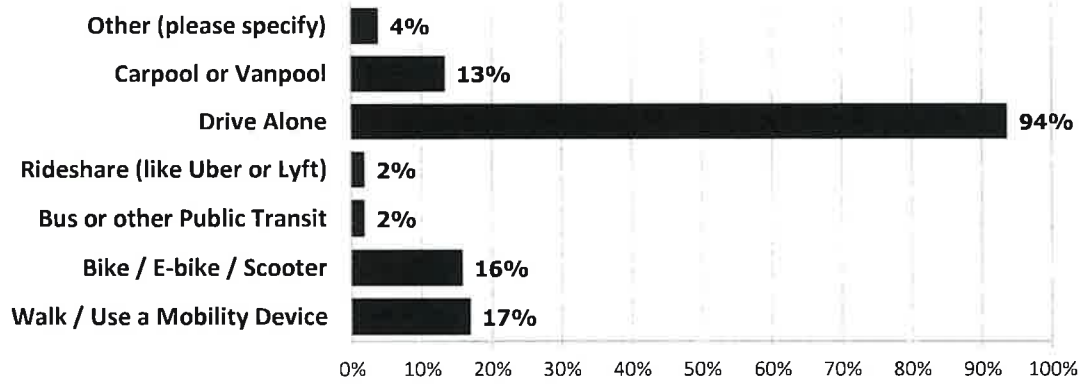
What is your age?



Do you live, work, or go to school in Marana?

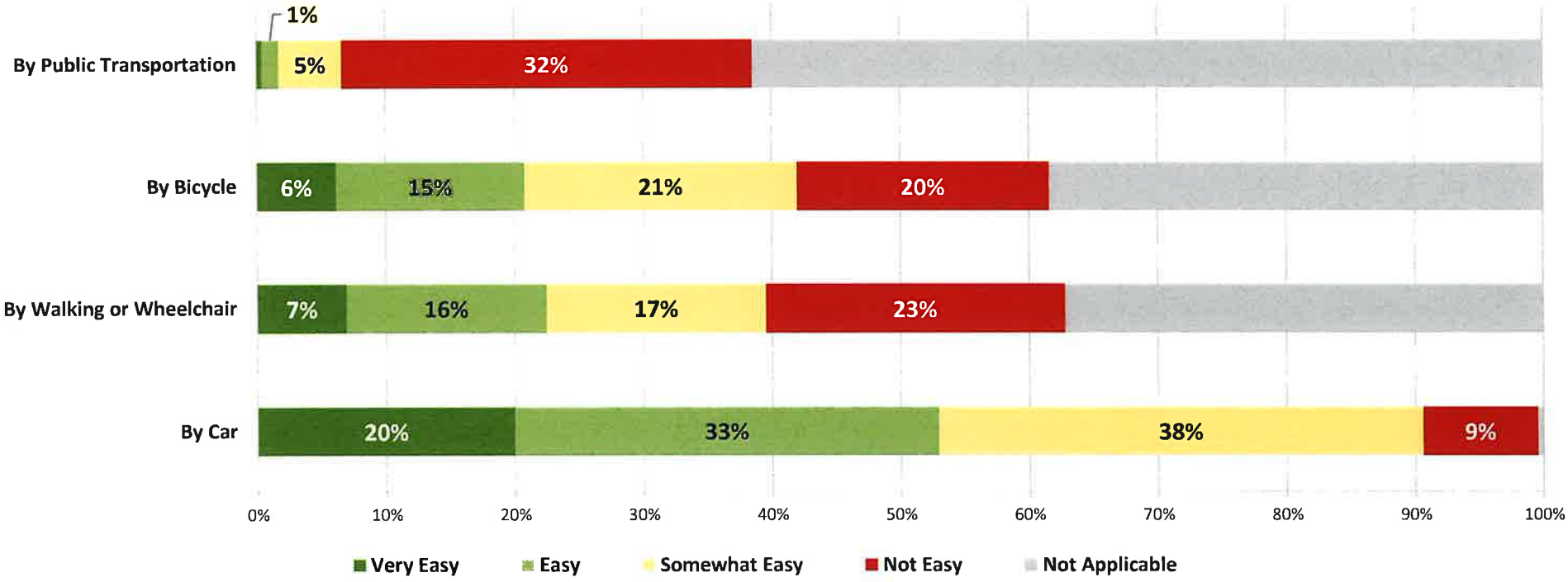


Select the ways you travel most in Marana



Phase 1 Engagement

How easy is it for you to travel around Marana today?

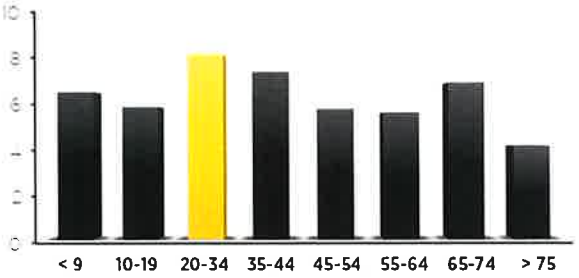


What We Found: Existing Conditions

Marana is Growing and Changing

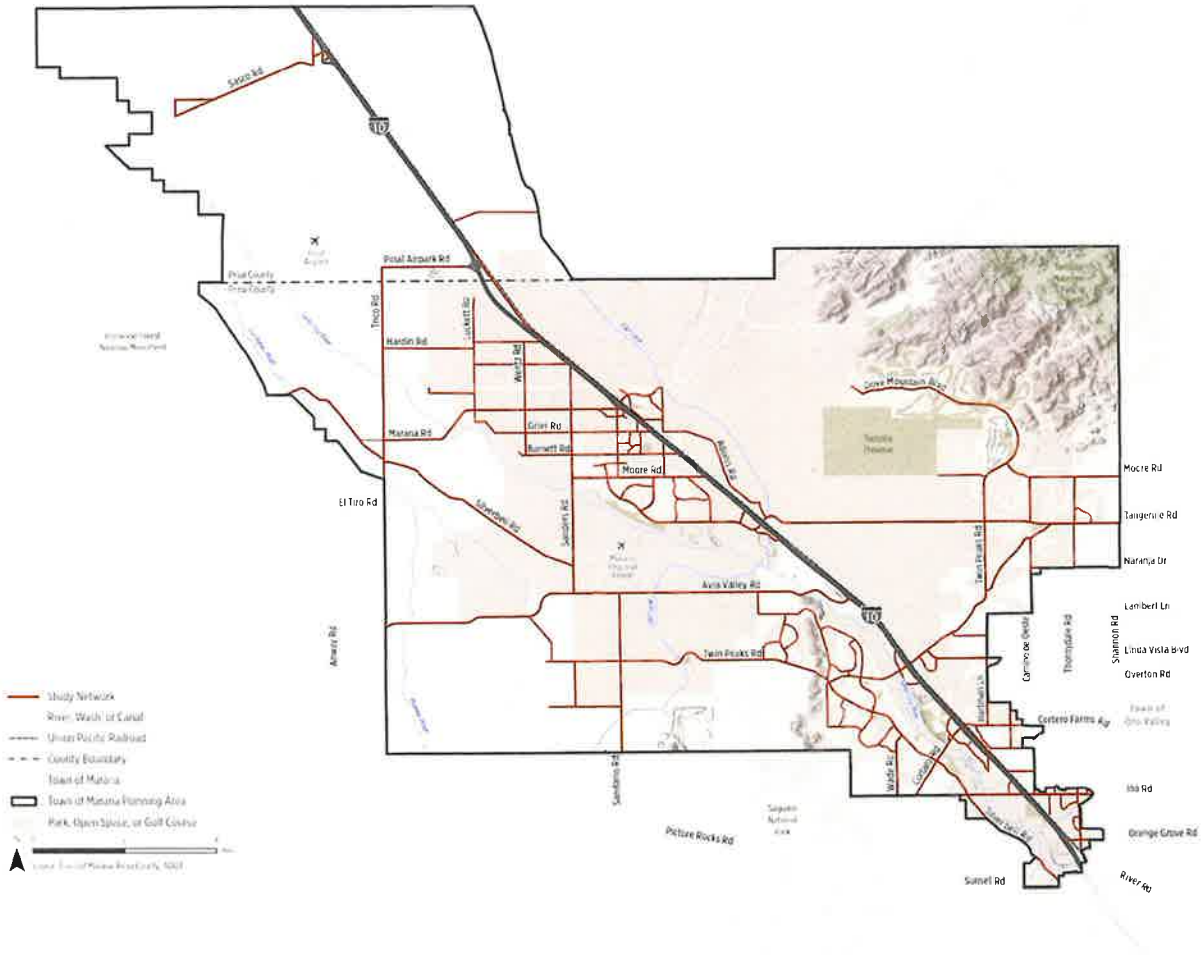
Total Population: 56,758 *(2022 Arizona Commerce Estimate)*

Population by Age in thousands
Median Age: 41.2



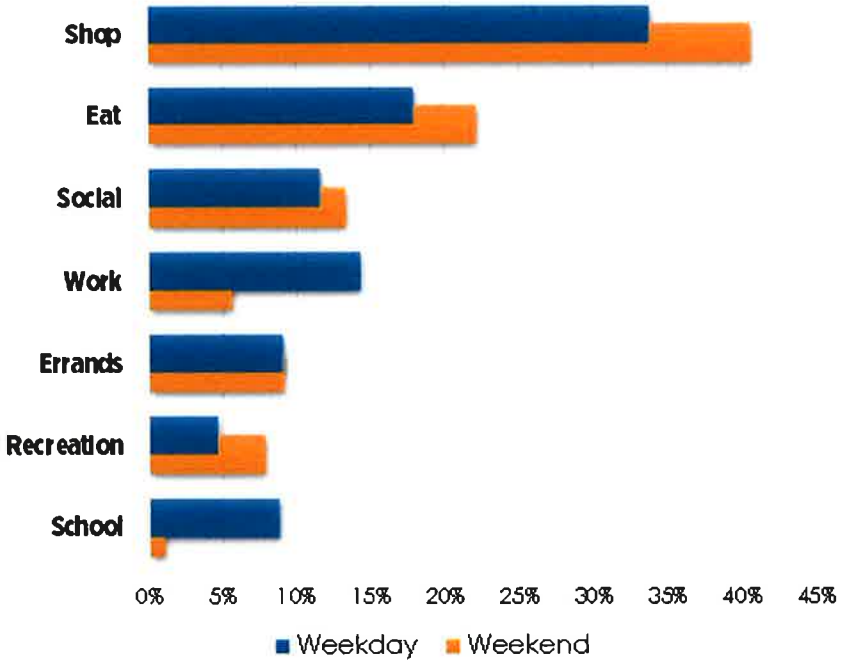
Since 2000

- **Median age:** increased by 4 years
- **Median household income:** increased by 41%
- **Single driver commuters:** decreased (81% to 75%)



Driving is Still the Primary Travel Mode....

Figure 29. **Typical Trip Purpose (Destination)**



	WEEKDAY						
	Drive	Transit	Bike	Walk	Other	Average Travel Time	Average Travel Distance
Getting To Work	94%	<0.5%	0.5%	2.5%	2.5%	35 min.	20.5 mi
Getting to School	82%	<0.5%	6%	11%	1%	25 min.	11 mi
Travel for Daily Needs	85.5%	<0.5%	1%	11%	2%	21 min.	13 mi
Getting Outside	88%	<0.5%	1%	8%	2.5%	23 min.	13.5 mi

Our Social Needs

Disadvantaged Population Groups

The following are metrics for the Town of Marana

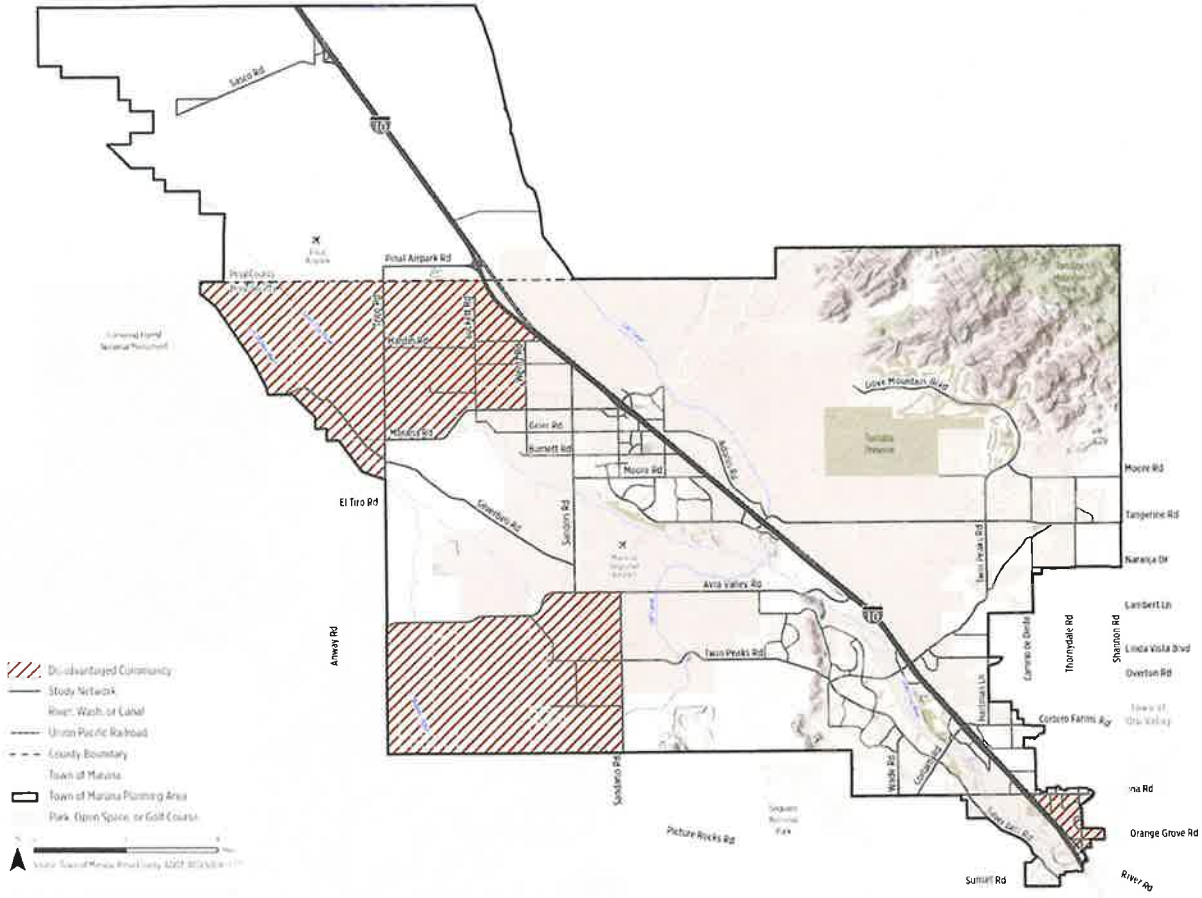
- **Age 65 and Older:** 21.9%
- **Minority Population:** 38.4%
- **People with a Disability (<65 years):** 12.1%
- **Population below the Poverty Level:** 5.6%
- **Limited English Proficiency Households:** 2.8%
- **Households with no Vehicles:** 2.4%



17.1%
Adults have limited activity



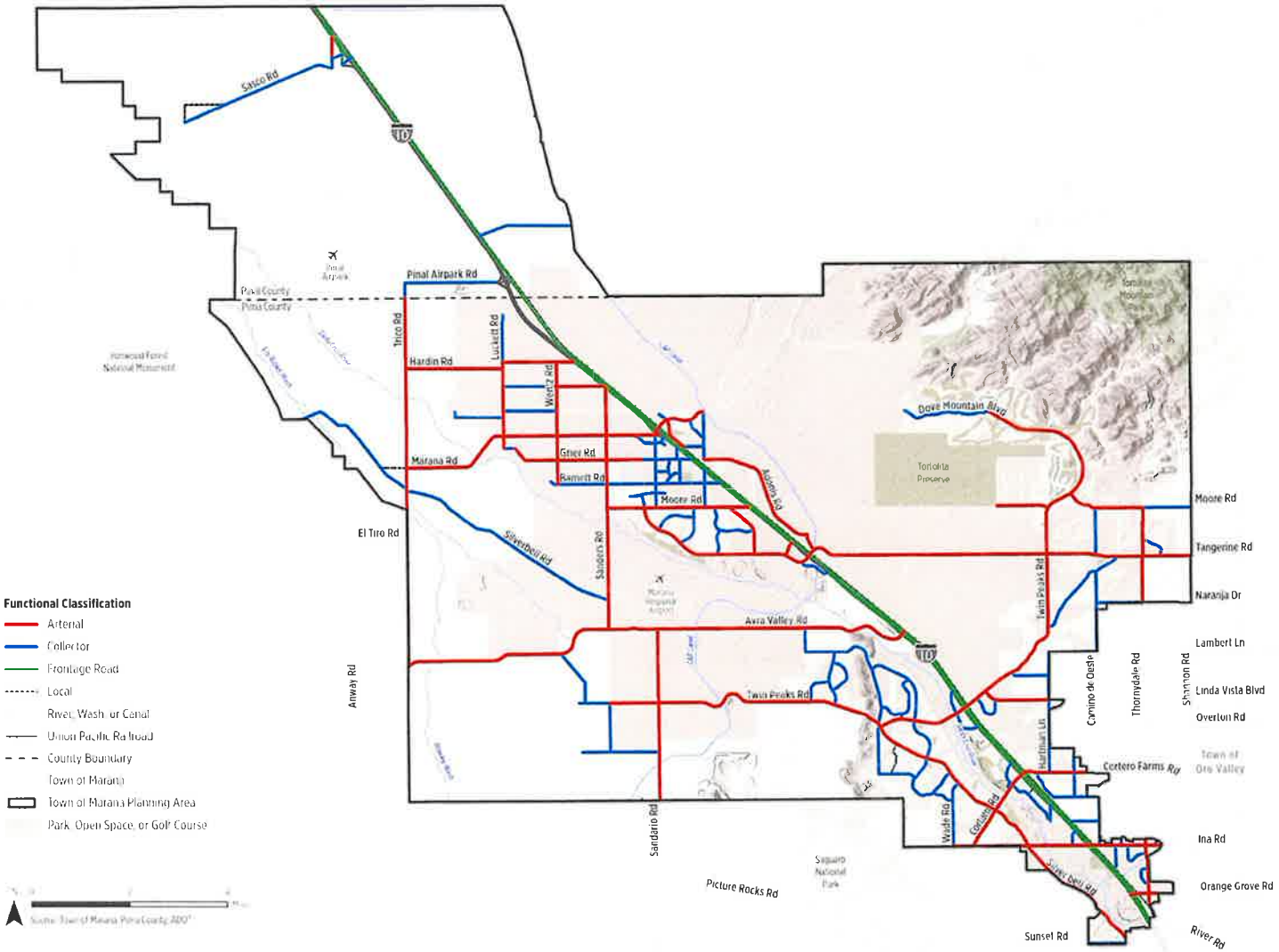
26.5%
Marana adults are obese



Our Streets Today

Some Corridors Don't Match Their Functional Classification





Our Streets Today



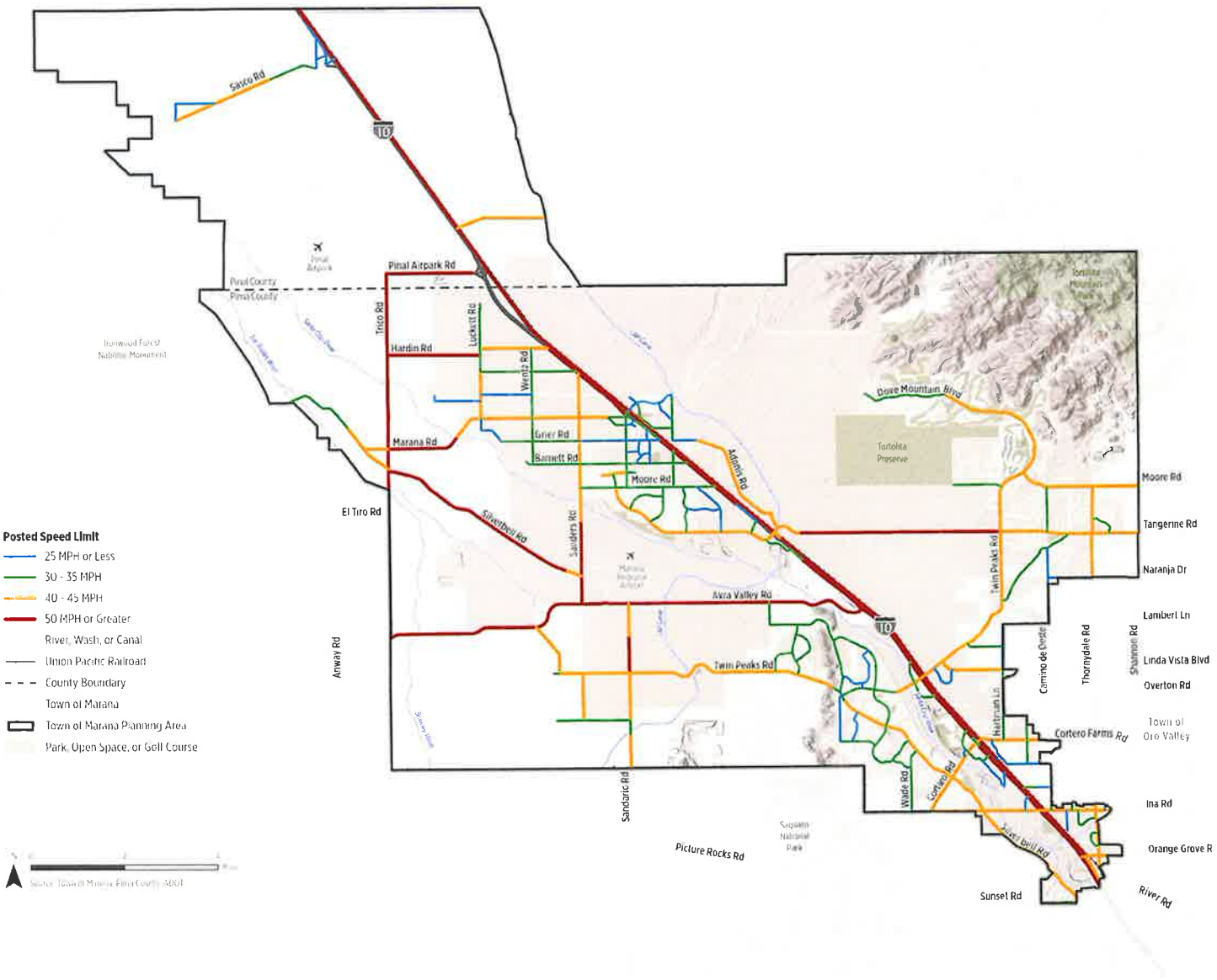
20MPH





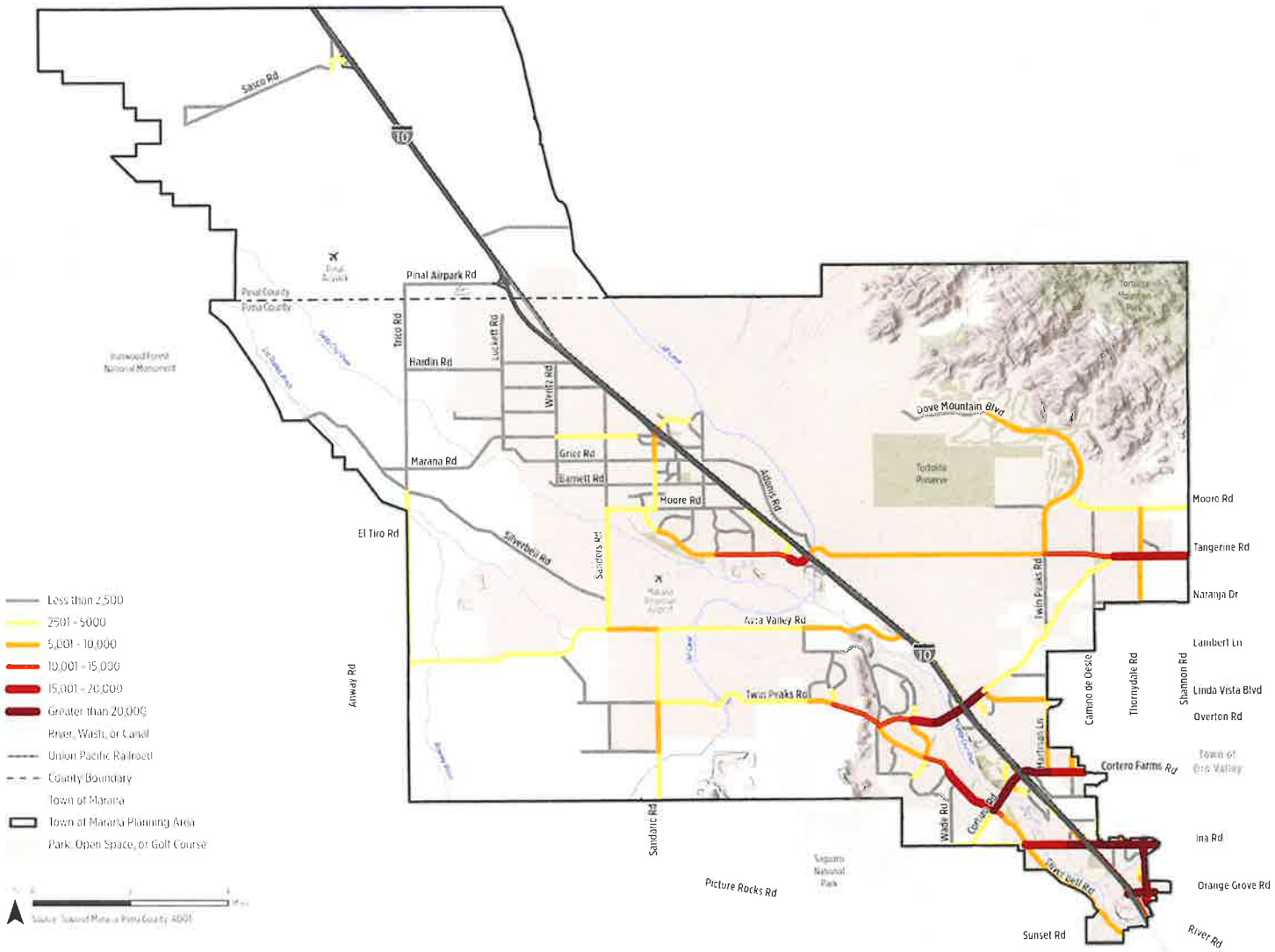
40MPH

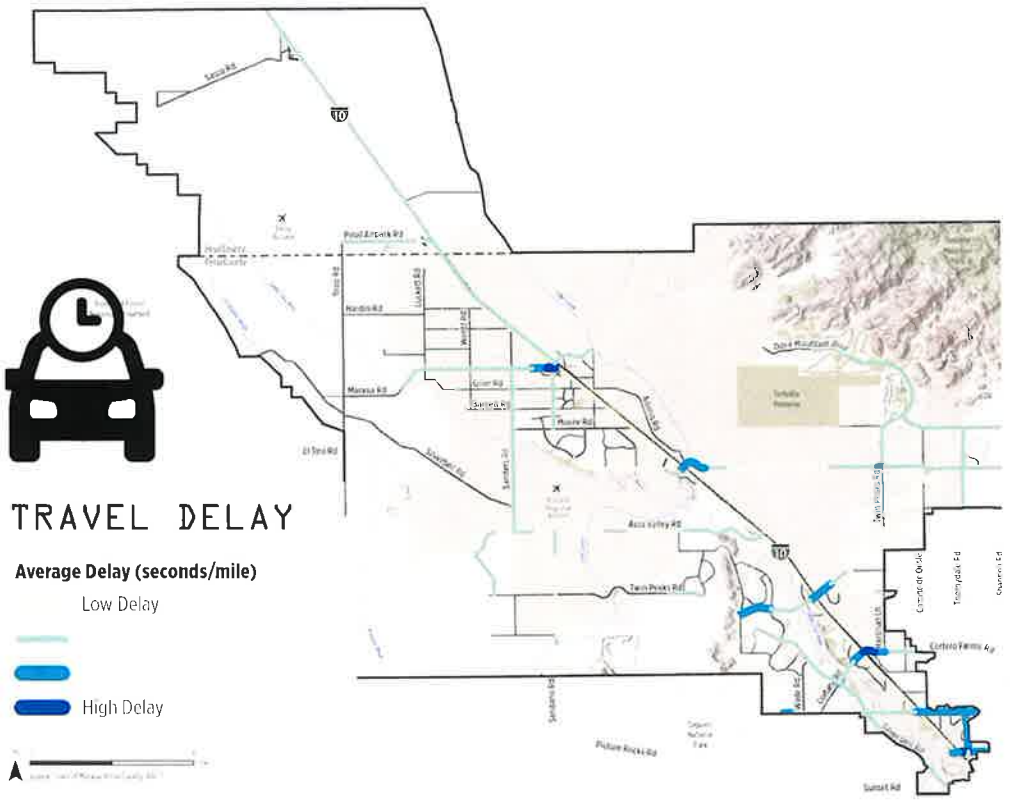


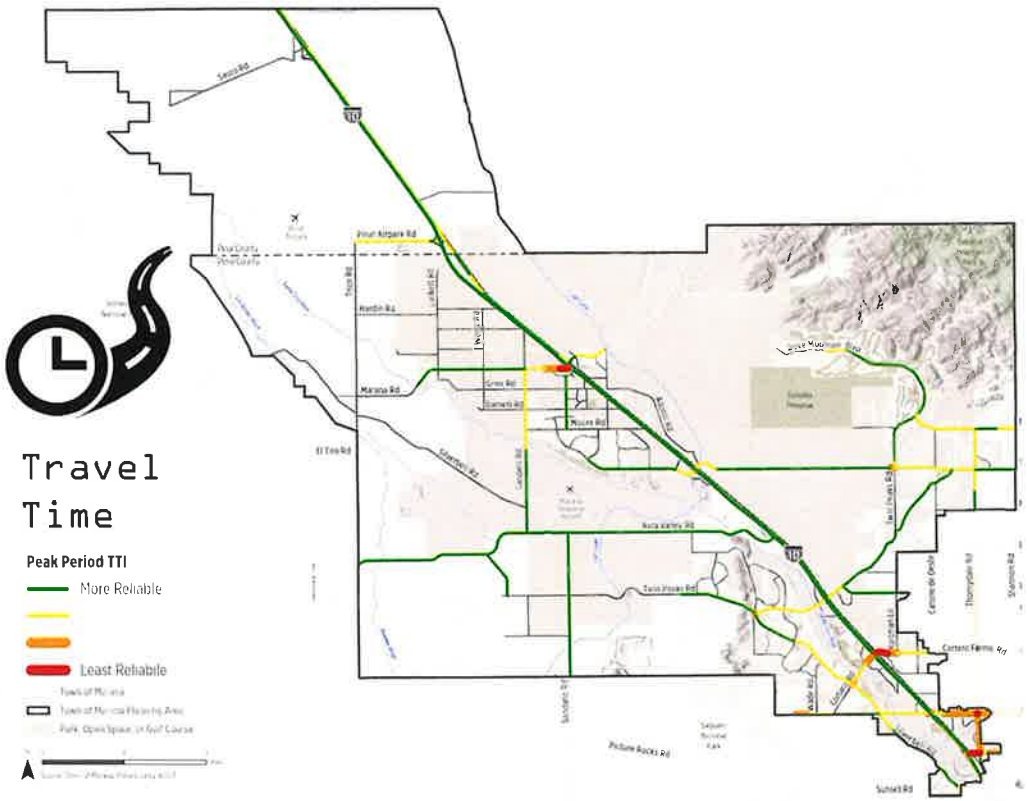


Our Streets Today

Congestion issue occurs along major corridors, especially around I-10 Interchanges





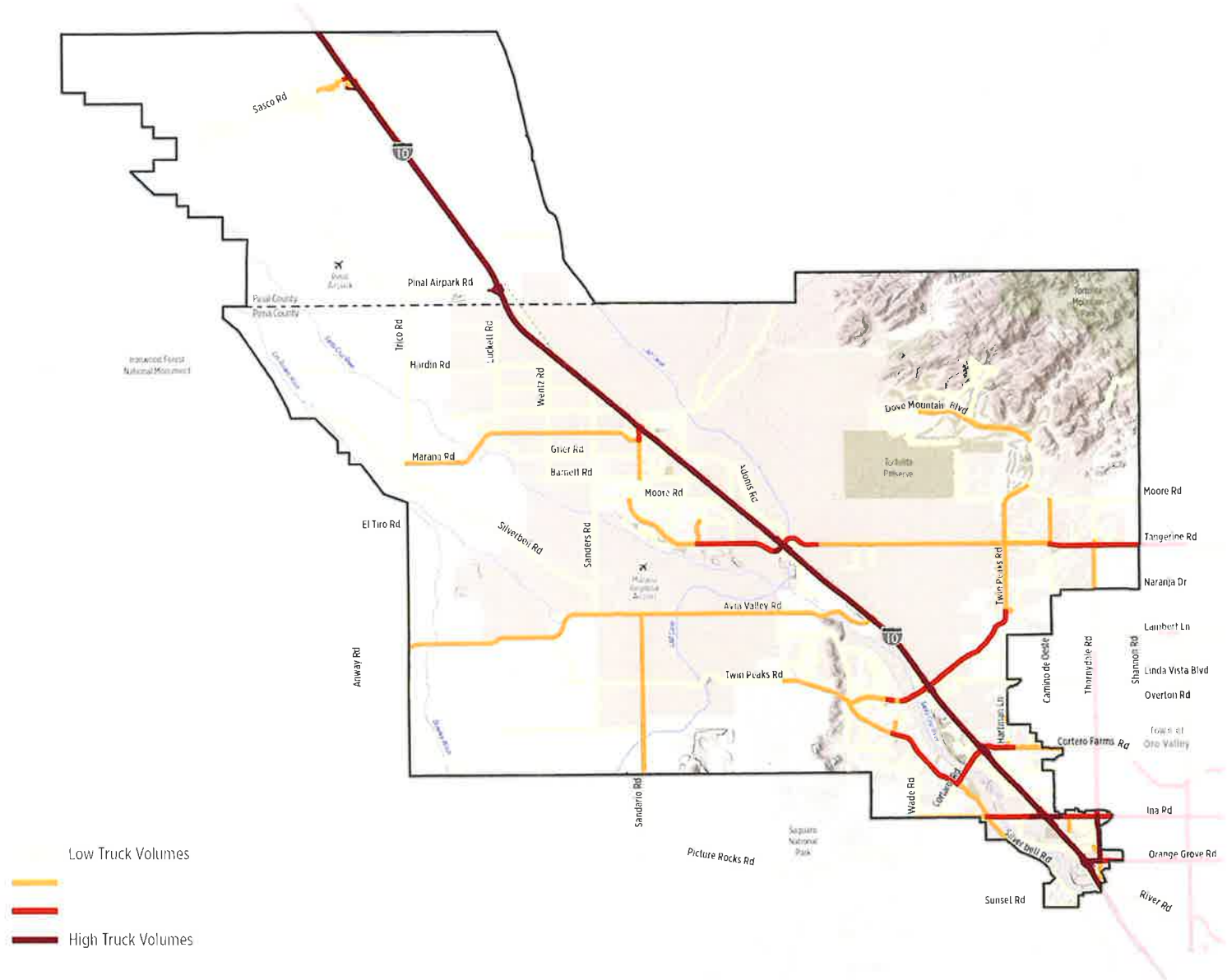


Our Streets Today

Our Streets Today



Train delays on Cortaro Farms Road

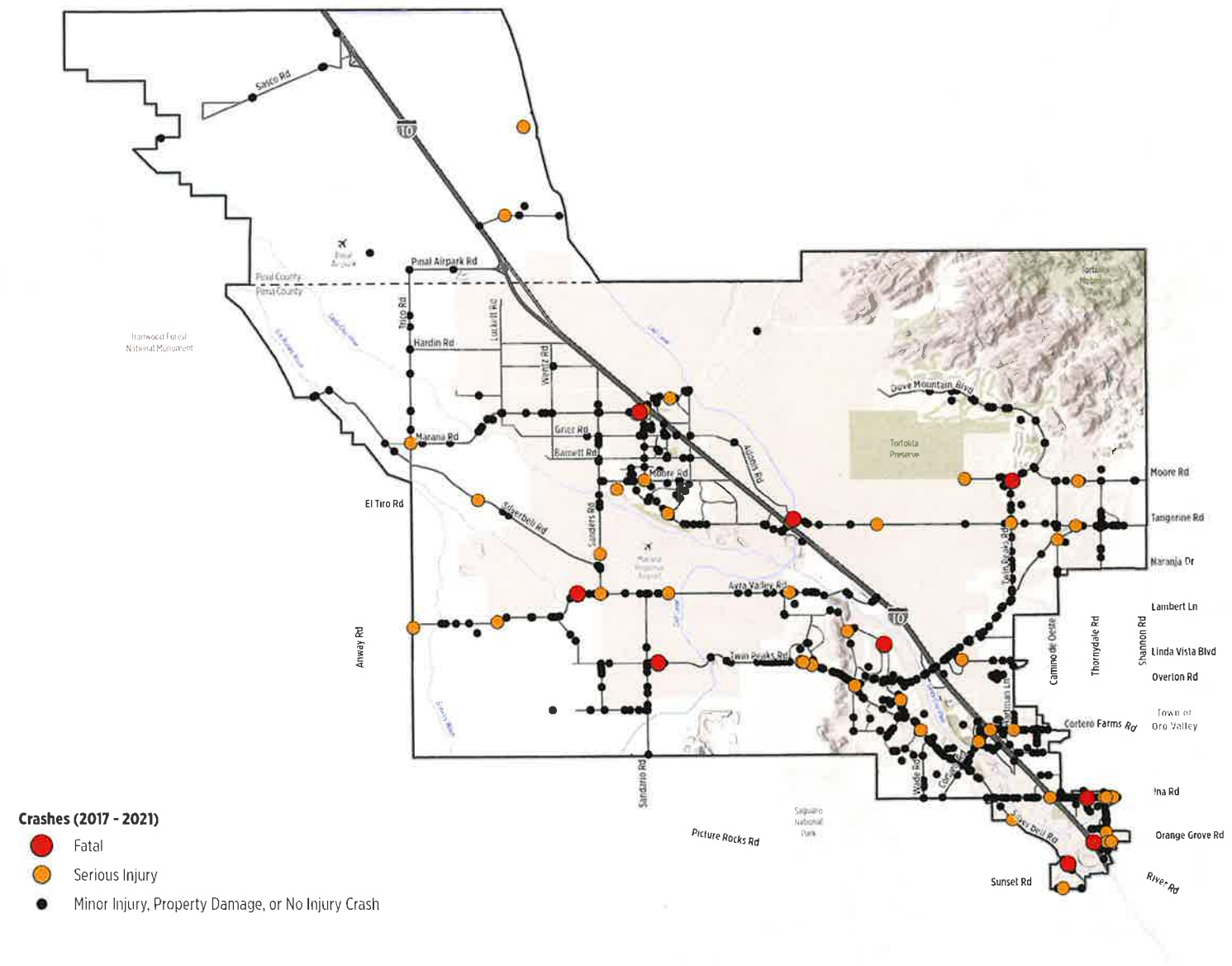


Safety

61% of all crashes (22% of fatal) occurring at intersections

a crash takes place every

13 HOURS




How would you rate the roadway network for driving?
1- 5 (5 being best)

Phase 1 Engagement

How would you rate the roadway network for.....



Driving

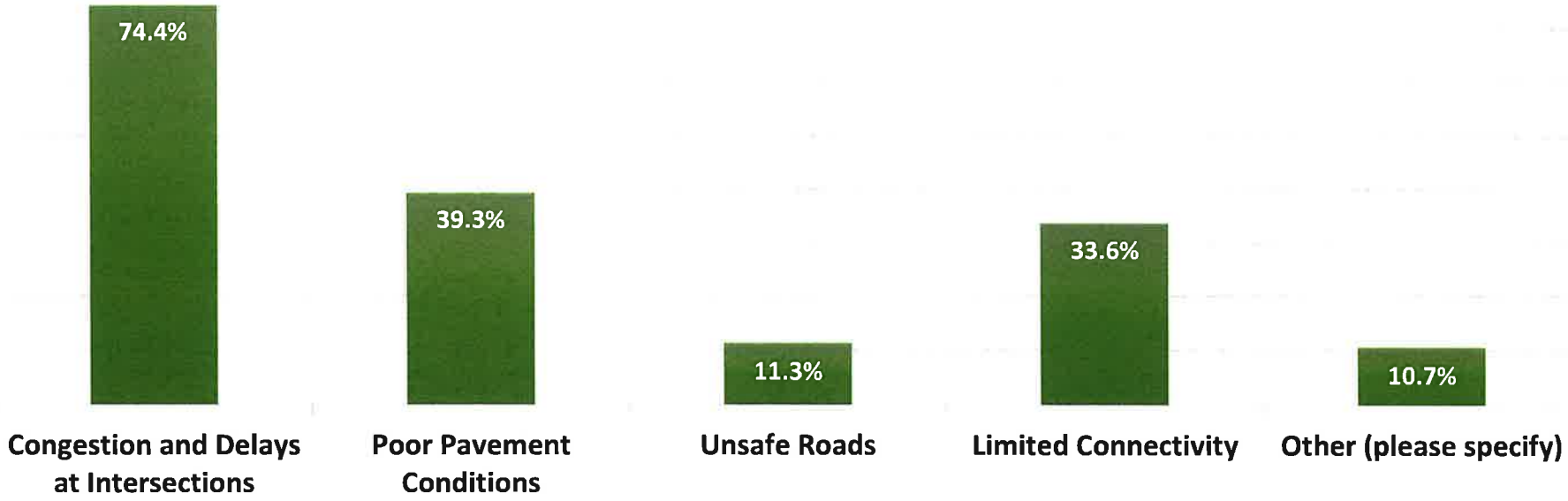


3.14^

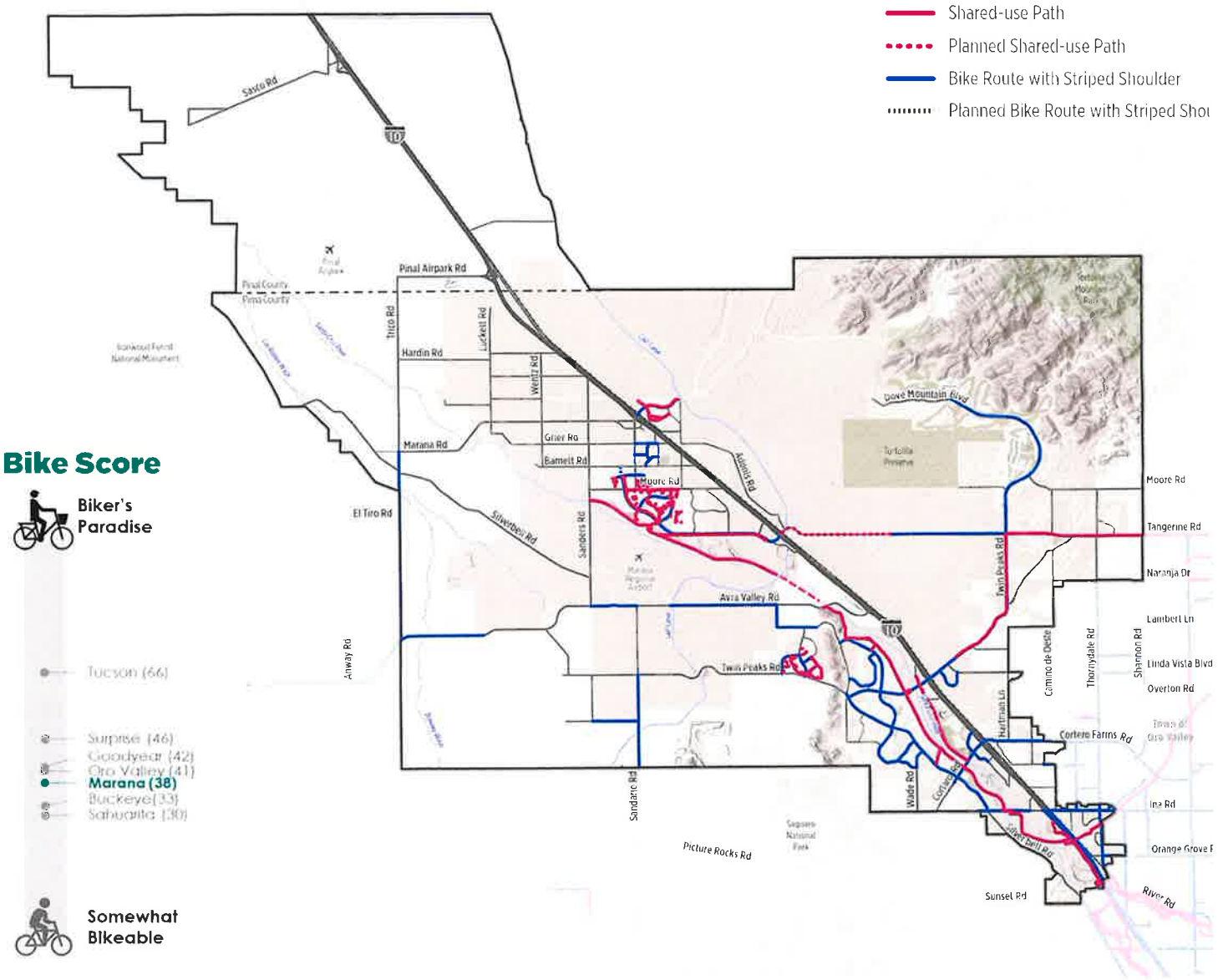
^ *Congestion and Delays at Intersections*

Phase 1 Engagement

What are the biggest challenges to driving in Marana today? (Select up to 2)



Ped/Bike usage is increasing




How would you rate the roadway network for people walking or biking?
1- 5 (5 being best)

Phase 1 Engagement

How would you rate the roadway network for.....



Walking ★★★☆☆ 2.78**

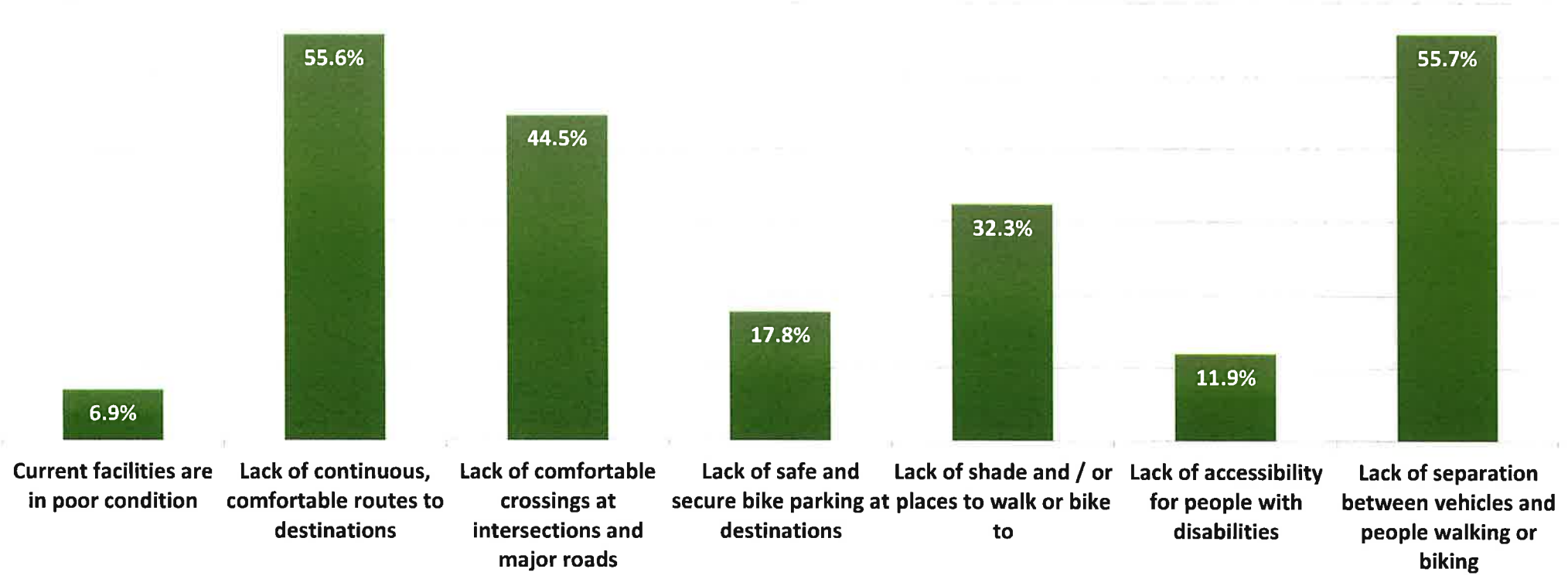


Biking ★★★☆☆ 3.03**

***Lack of continuous, comfortable routes to destinations*
*** Lack of separation between vehicles and people walking or biking*

Phase 1 Engagement

What are the biggest challenges to walking and biking in Marana today? (Select up to 3)

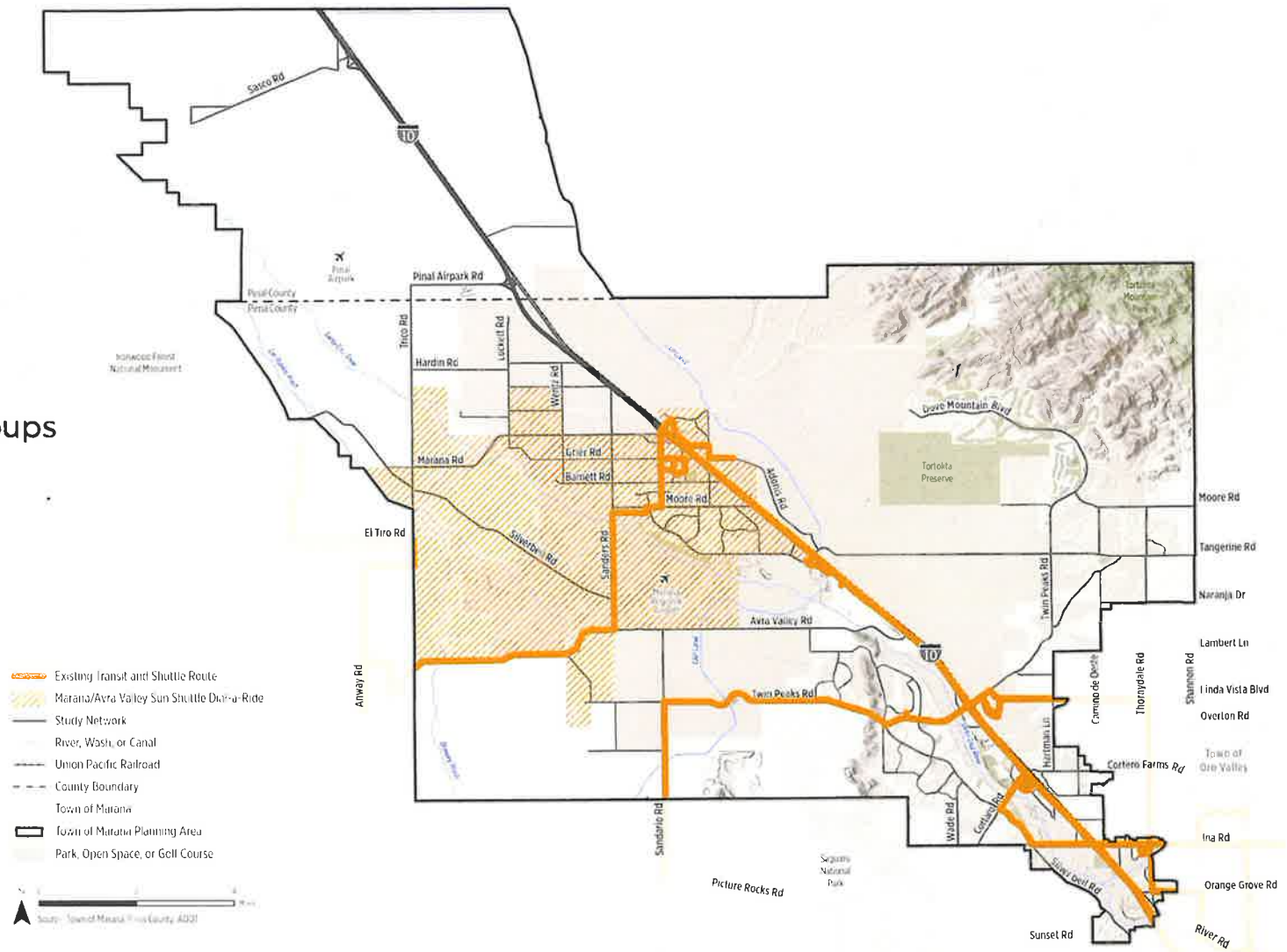


Public Transit

Disadvantaged Population Groups

The following are metrics for the Town of Marana

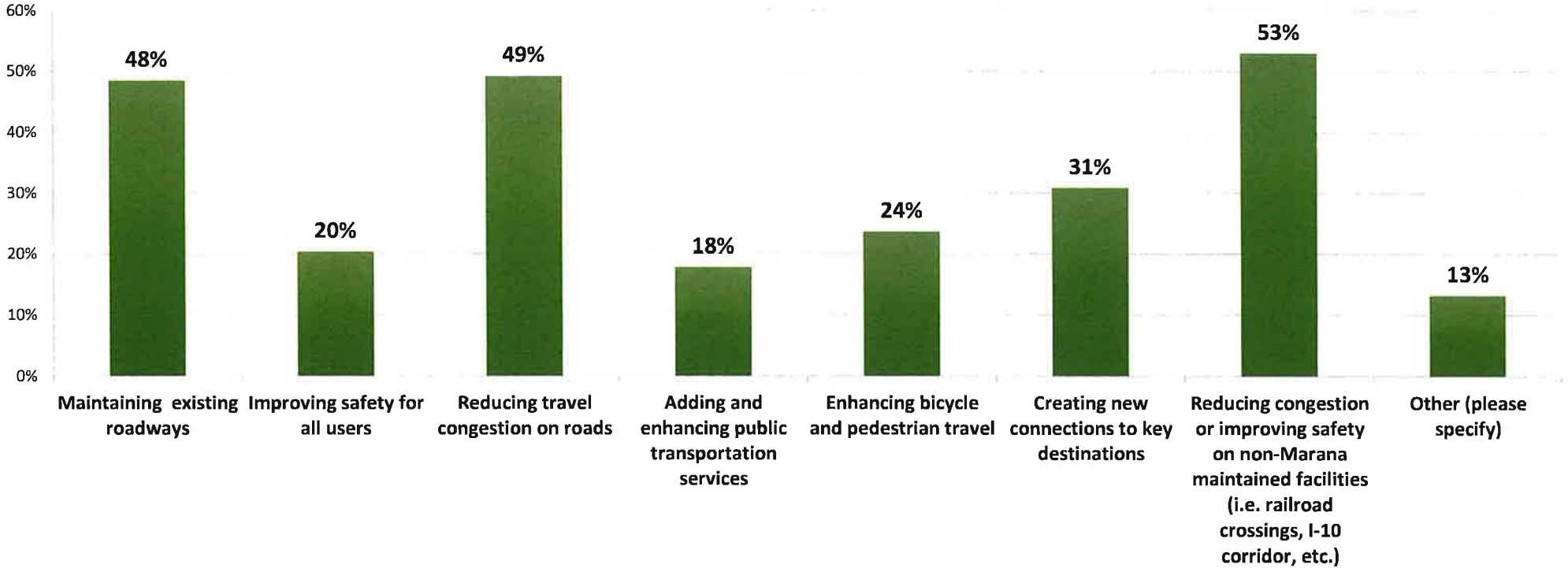
- **Age 65 and Older:** 21.9%
- **Minority Population:** 38.4%
- **People with a Disability (<65 years):** 12.1%
- **Population below the Poverty Level:** 5.6%
- **Limited English Proficiency Households:** 2.8%
- **Households with no Vehicles:** 2.4%




What is the greatest transportation need in Marana today?

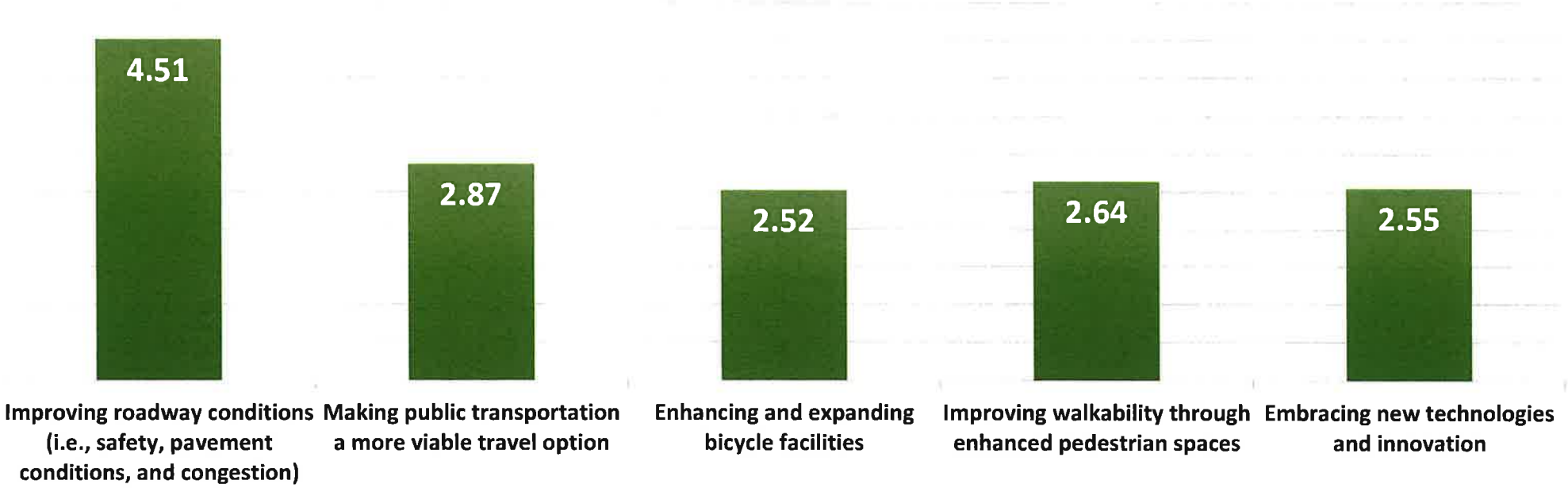
Phase 1 Engagement

What is the greatest transportation need in Marana today? (Select up to 3)



Phase 1 Engagement

What transportation investments should Marana focus on? Rank from 1 (most important) to 5 (least important).



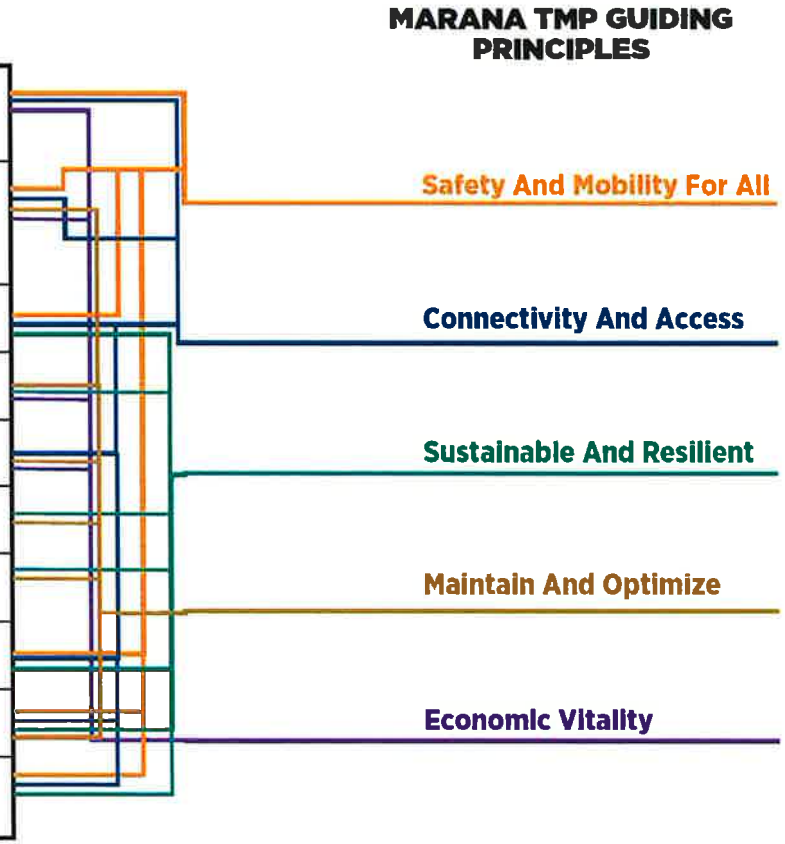

Vision and Goals

Mobility Vision

Marana's transportation system is a safe, efficient, and interconnected multimodal network that supports a thriving community.

Guiding Principles

MARANA 2040 GENERAL PLAN TRANSPORTATION GOALS
Goal BE-17. Marana has an efficient and safe transportation system connecting all modes of travel, serving all residents, and supporting economic development.
Goal BE-18. Marana is a community with an effective, convenient, accessible, safe, and economically sustainable transportation network offering a choice of routes and modes of travel to all land uses, services, and destinations.
Goal BE-19. Marana is well-served by convenient public transit service to, from, and within the community.
Goal BE-20. The transportation system in Marana is properly planned, funded, constructed, and maintained.
Goal BE-21. Marana provides for orderly development of roads in conjunction with development
Goal BE-22. Roadway design and construction considers the natural environment.
Goal BE-23. Marana employs innovative technological advances related to transportation.
Goal BE-24. Marana has complete street roadways to provide for multi-modes of transportation.
Goal BE-25. Bicycle facilities are planned, designed, and integrated into a connected multi-modal transportation network.
Goal BE-26. The bicycle system in Marana is safe, connects areas of community activity, and promotes recreation.



Guiding Principles

Safety And Mobility For All

- ✓ Reduce fatalities and serious injury crashes
- ✓ Plan, design, apply, and construct facilities for all users and abilities

Connectivity And Access

- ✓ Identify and address gaps and barriers
- ✓ Improve multimodal access to key destinations

Sustainable And Resilient

- ✓ Implement environmentally sensitive roadway designs
- ✓ Protect and enhance natural, cultural, and historic resources

Maintain And Optimize

- ✓ Optimize efficiency and accessibility
- ✓ Uphold an efficient and routine maintenance schedule

Economic Vitality

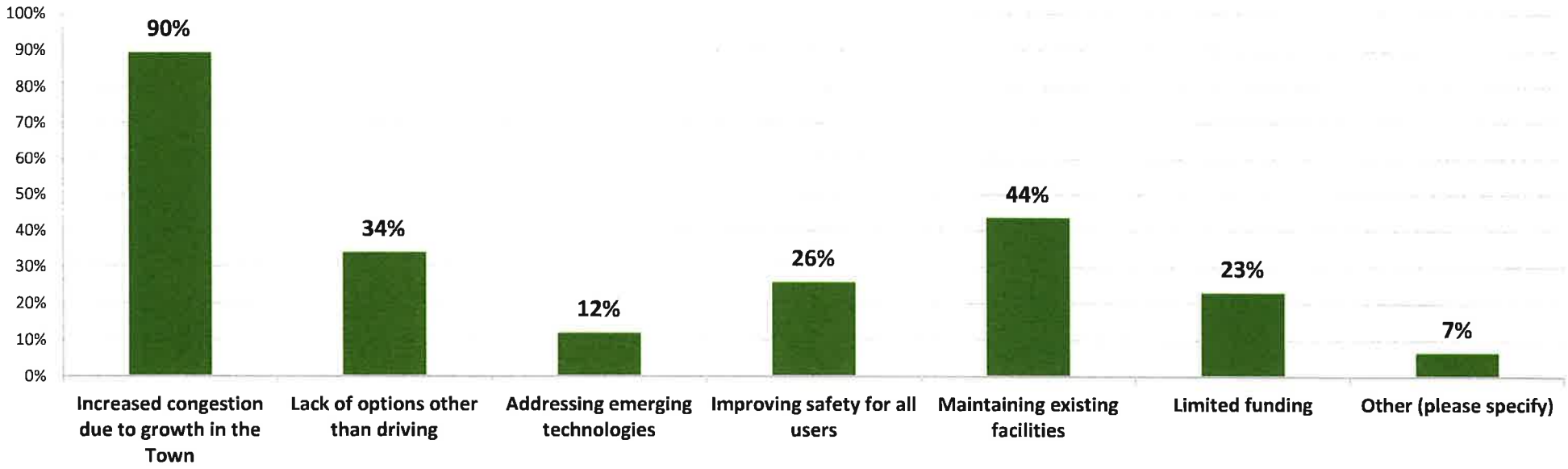
- ✓ Develop a complete and connected multimodal network that supports economic growth


Marana
Tomorrow

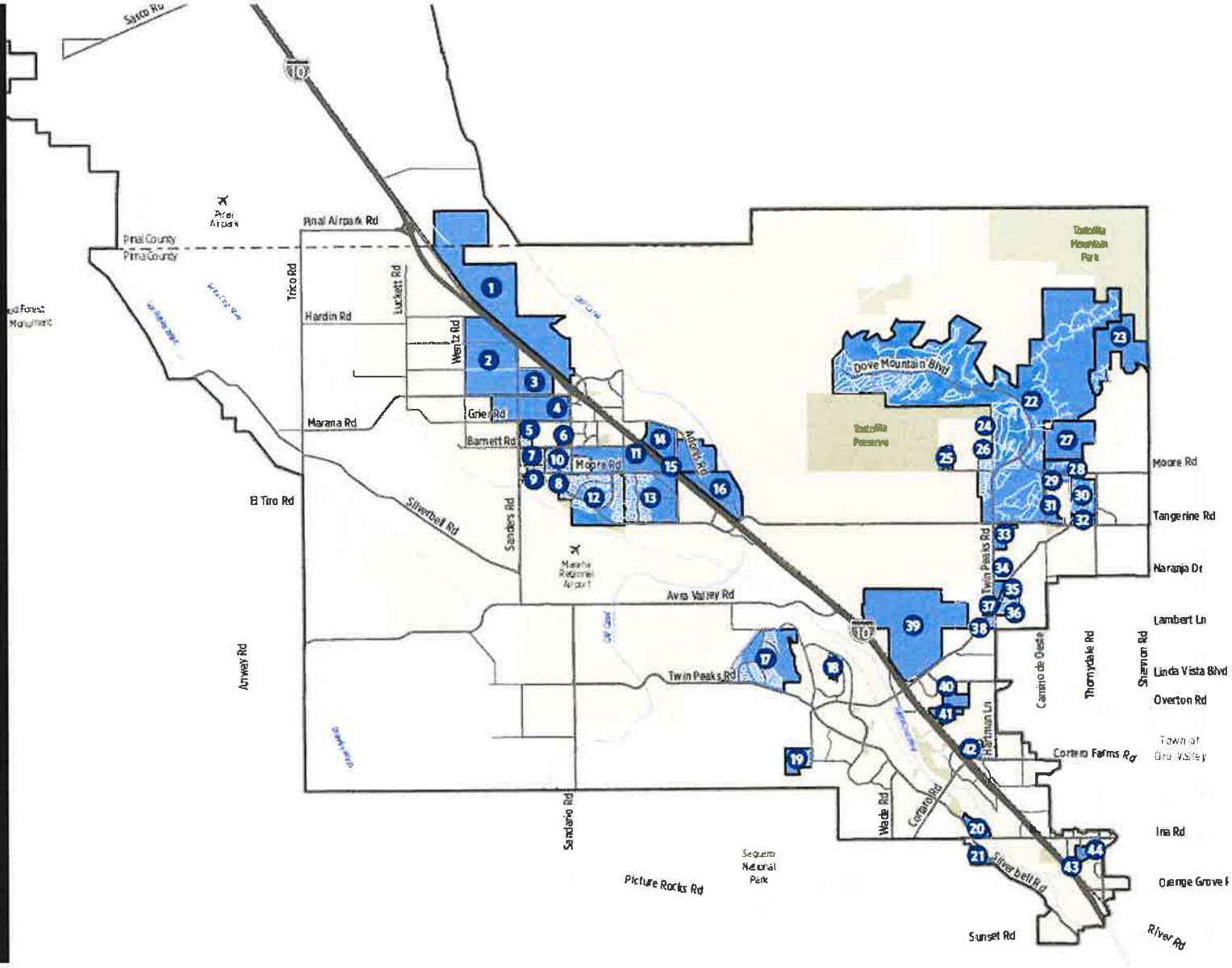

In 20 years, what do you think our greatest transportation challenge will be?

Phase 1 Engagement

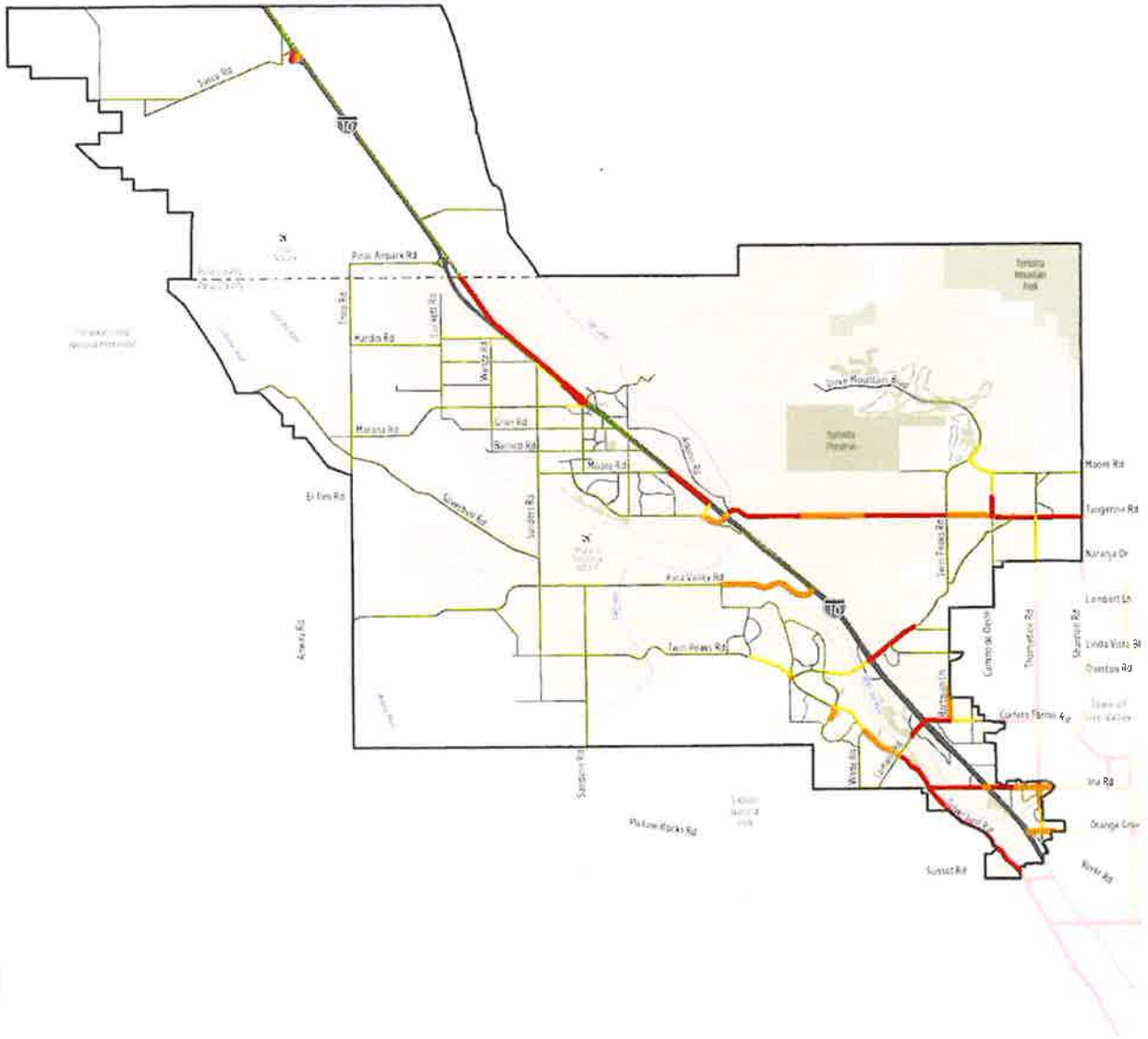
In 20 years, what do you think our greatest transportation challenge will be? (Select up to 3)



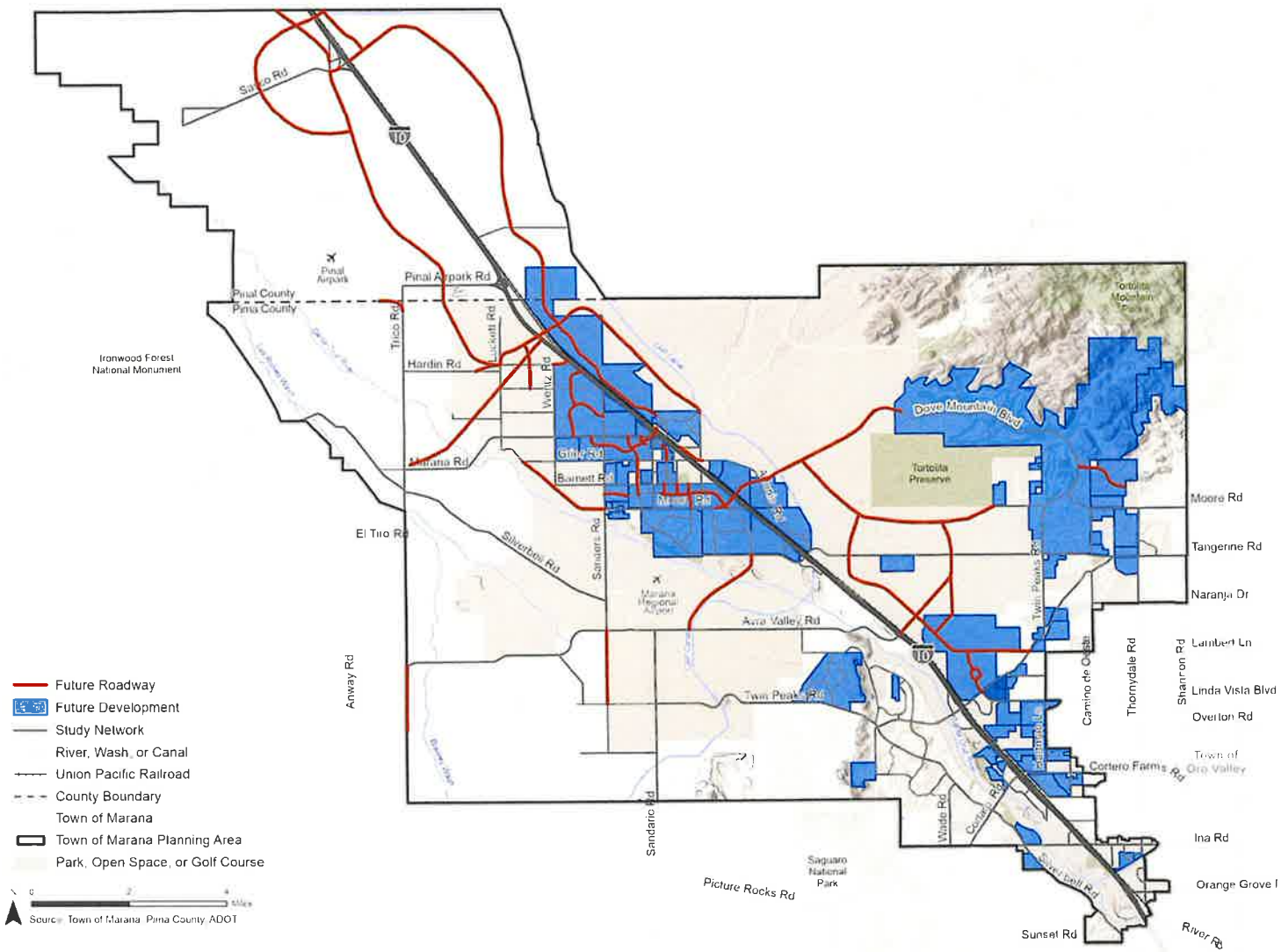
Marana is Growing and Changing



Marana is Growing and Changing



General Plan Established a Vision



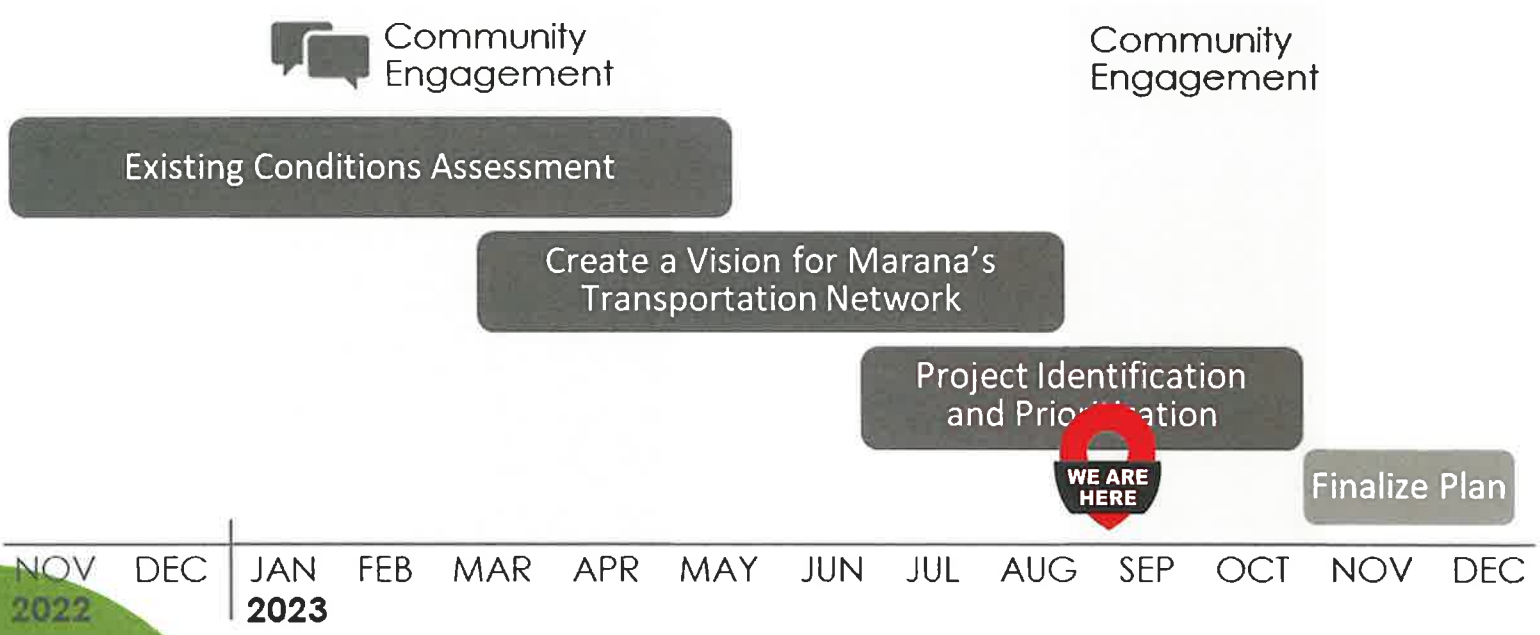
Future Scenarios

Scenario 1: Growth and Development Remains Steady
- New Roads Based on Planned Future Developments
- Traffic Interchange improvements to Cortaro Road and Tangerine Road
- No I-11 Corridor

Scenario 2: Growth and Development Increases At a Faster Pace
- New Roads Based on Planned Future Developments
- Traffic Interchange improvements to Cortaro Road and Tangerine Road
- New Interchange at Moore Road
- No I-11 Corridor

Scenario 3: Full Build Out
- I-10 Corridor Improvements
- Full Build Out Network Improvements
- Includes I-11 Corridor

What is Next?


Community Engagement
Community Engagement
Existing Conditions Assessment
Create a Vision for Marana's Transportation Network
Project Identification and Prio ation
WE ARE HERE
Finalize Plan
NOV 2022
DEC
JAN 2023
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC


MARANA AZ
TRANSPORTATION
MASTER PLAN
THANK YOU!

MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, September 19, 2023, 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

Mayor Honea called the meeting to order at 6:01 PM and directed the Town Clerk to call the roll. All Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Mayor Honea asked for a motion to approve the agenda.

Council Member Ziegler moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

PROCLAMATIONS

PR1 Proclamation Recognizing Diaper Need Awareness Week (David L. Udall)

Town Clerk/Assistant Town Attorney David Udall said the proclamation would be mailed to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Councill Member Ziegler and **Mayor Honea** commented on attending the opening of a new local daycare center.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said there were 90 total single-family residence permits issued for the month of August and 43 issued so far in September. He said that last September, there were a total of 38 issued. He also highlighted a number of awards the Town recently received.

PRESENTATIONS

P1 Relating to Budget; presentation of preliminary year-end results (July-June) for the Town's General Fund and other selected major funds for the 2022-2023 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Kalaitzidis** provided the Council with an overview of the Town's preliminary year-end results for the Town's General Fund and other selected major funds for the last fiscal year. For details, including tables and graphical information, please see the presentation slides.

CONSENT AGENDA

C1 Ordinance No. 2023.028: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to clarify descriptions of the park rental bundle and special event permit fees; and designating an effective date (Jim Conroy)

C2 Resolution No. 2023-086: Relating to Budget; approving the transfer of up to $500,000 in budgeted expense authority from the West Apron Rehab Project (AP033) to increase the project budget for the Airport Weather Observation Station Upgrade Project (AP042) in the fiscal year 2023-2024 budget (Fausto Burruel)

C3 Resolution No. 2023-087: Relating to Community and Neighborhood Services; designating the Community and Neighborhood Services Director and the Environmental Project Manager as the Certifying Officers for environmental review purposes in accordance with United States Department of Housing and Urban Development Regulations (Lisa Shafer)

C4 Resolution No. 2023-088: Relating to Community Events; approving and authorizing the Mayor to execute a funding and in-kind support agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. regarding the planning, development, and presentation of the North Marana Community Celebration Event (Andrea De La Cruz)

C5 Resolution No. 2023-089: Relating to Development; approving the final plat for Saguaro Bloom Blocks 5 & 6, Lots 1-146, and Common Area "A" (Parks, Drainage and Utilities) generally located south of W Lambert Lane, between Saguaro Peaks Boulevard and N Quarry Road (Scott S. Radden)

C6 Resolution No. 2023-090: Relating to Development; approving and authorizing the Town Engineer to execute and record an amendment to the general notes on the cover sheet of the Final Plat for Casas De Miguel Lots 1-5 to delete a general note that prohibits elevated earthen pads (Dustin Ward)

C7 Resolution No. 2023-091: Relating to the Risk Management; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for disbursement of opioid settlement funds (Libby Shelton)

C8 Resolution No. 2023-092: Relating to the Police Department; approving and authorizing the Police Chief to execute an agreement between Pima County Superior Court and Marana Police Department to allow the exchange of court information to determine disposition of cases (Libby Shelton)

C9 Resolution No. 2023-093: Relating to Real Estate; accepting the offer of just compensation from Pima County for additional property rights needed for the Continental Ranch Regional Pump Station Force Main Augmentation Project and

authorizing the Town Engineer to execute the Acquisition Agreement, conveyance instruments, and any and all other associated documents (George Cardieri)

C10 Resolution No. 2023-097: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with FCD Marana Venture I, LLC and SBH Marana LP for Monarch Blocks 1, 11, 12, and 13 (David L. Udall)

C11 Approval of Regular Council Meeting Summary Minutes of August 15, 2023 and approval of Special Council Meeting Summary Minutes of August 22, 2023 (David L. Udall)

Council Member Kai moved to approve the consent agenda. Vice Mayor Post seconded the motion. Motion passed, 7-0.

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2023.029: Relating to Development; approving modifications to rezoning conditions of Marana Ordinance No. 2006.29, which rezoned approximately 9.95 acres of land generally located at the southwest corner of the intersection of Ina and Silverbell Roads, to delete zoning conditions that were intended to only allow a retail shopping center on the site and to remove zoning conditions related to the now-completed Silverbell Road improvement project (Scott S. Radden)

Mayor Honea opened the public hearing at 6:21 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. He explained that the applicant was requesting a modification of Section 3 of Ordinance No. 2006.29. He said that the intent of the original ordinance was to establish a retail center on the subject property, and that the requested modification would delete language in the ordinance that was specific to retail and add two additional conditions. **Mr. Radden** reported that the Planning Commission considered this request on April 20, 2023 and voted 6-0 in favor of the rezoning, subject to the staff-recommended rezoning conditions. For more information, including maps and a blackline comparison of the relevant portions of the rezoning ordinance, please see the presentation slides.

Mr. Brian Underwood, a Planner with the Planning Center, addressed the Council on behalf of the applicant. A copy of his presentation slides is on file with the Town Clerk's Office. **Mr. Underwood** highlighted the benefits of the subject property's location. He

said the property has been unsuccessful in attracting retail development and reviewed the proposed conceptual land use plan for the development of apartment buildings, which included property to the south (the subject of Item A2 below). He also summarized public outreach efforts, feedback that was received, and the applicant's responses to that feedback. For more information, including maps related to the rezoning request, please see the presentation slides.

The following 13 individuals addressed the Council: **Cherrise Hammer, Mike Hammer, Chuck Dugan, Jaqueline Johnston, Stan Murray, Suzette Rosher, Pam Gaiser, John Kososkie, Mars Burnell, Darlene Davis, Gayle Shemesh, Russell Trask,** and **Martin Childers**. General Concerns related to traffic, density, wildlife impacts, property values, aesthetics, viewshed impacts, open space, water, safety, increased heat, increase of nearby storage units and car washes, increased crime, building heights, parking, pollution, drainage and flooding, a decrease in equestrian activities, and a general desire for retail over apartments. Many expressed dissatisfaction over the prospect that the proposed project included apartments that were three-stories.

During his comments, **Mr. Hammer** presented slides for the Council's consideration, a copy of which is on file with the Town Clerk's Office. **Ms. Johnston** also passed around photos for the Council's consideration relating to building height comparisons and viewsheds.

Mayor Honea closed the public hearing at 7:16 PM.

Council Member Craig requested to hear from **Mr. Underwood** regarding any concessions the Planning Center made to the surrounding residents. **Mr. Underwood** highlighted that only two people attended the outreach meetings and said one of them had requested additional landscaping along the southern boundary of the subject property. **Mr. Underwood** said the applicant had agreed to do that.

Mr. Underwood addressed some of the comments made during the public hearing and said that the applicant is conducting soil and wildlife studies. He said the subject property is within the Tucson Water Department's service area, which has an assured water supply, and that garbage would be contained in enclosed structures. Regarding height concerns, he said the applicant would not raise the pads for the apartment buildings and said the former retail plans had contemplated high buildings as well. Regarding traffic concerns, he said that construction along I-10 is influencing current traffic patterns. **Mr. Underwood** highlighted the need for affordable housing options in today's economy.

Council Member Craig asked if large trees and bushes would be included in the landscape plans. **Mr. Underwood** said the applicant would meet the Town's standards and plant a 15-gallon tree and would also install additional landscaping around the buildings to address privacy concerns related to the height of the buildings.

Council Member Comerford asked if Items A1 and A2 needed to be heard separately. **Town Attorney Jane Fairall** confirmed the items needed to be heard separately because they involved two separate properties. **Council Member Comerford** asked if the original 2006 ordinance establishing Village Commercial zoning would allow for apartments to be constructed. **Ms. Fairall** said the Village Commercial zone does allow for apartments, but that there is some ambiguity currently in the 2006 ordinance due to language that refers to a retail center. If granted, this rezoning request would remove that ambiguity. If denied, **Ms. Fairall** said the decision of whether to allow for apartments would be one of interpretation for the Town's Zoning Administrator.

Council Member Ziegler commented that she was surprised the individuals who addressed the Council during the public hearing preferred retail establishments over apartments.

Council Member Kai said he has always opposed three-story apartments and felt that two stories would be enough. He also requested that the developer reserve approximately 20–25% of the property for retail purposes.

Vice Mayor Post moved to adopt Ordinance No. 2023.029. Council Member Officer seconded the motion. Motion passed, 4-3, with Mayor Honea, Vice Mayor Post, Council Member Officer, and Council Member Ziegler voting Aye and Council Member Craig, Council Member Comerford, and Council Member Kai voting Nay.

A2 PUBLIC HEARING: Ordinance No 2023.030: Relating to Development; approving a rezoning of approximately 4.1 acres of land generally located approximately 800 feet south of the intersection of Ina Road and Silverbell Road, on the west side of Silverbell Road, from R-144 (single family residential) to VC (Village Commercial); and approving a minor amendment to the General Plan amending the land use category from Low Density Residential (LDR) to Commercial (C) (Scott S. Radden)

Mayor Honea opened the public hearing at 7:33 PM.

Senior Planner Scott Radden presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. He explained that this item involved a request to rezone the property located just to the south of the property discussed under Item A1 to

Village Commercial. **Mr. Radden** reported that the Planning Commission considered this request on April 20, 2023 and voted 6-0 in favor of the rezoning, subject to staff-recommended rezoning conditions. For more information, including maps, please see the presentation slides.

Mr. Underwood addressed the Council on behalf of the applicant. A copy of his presentation slides is on file with the Town Clerk's Office. He assured that the property located to the south of the subject property, but which in and of itself is not part of this rezoning request, would be developed as single family residential. He said the purpose of this request was to rezone the subject property so it would be consistent with the Item A1 property to the north, which is all intended to be part of the same project. He explained that two of the proposed apartment buildings would be located on the subject property. He said that an easement south of the property would be eliminated as part of this project so traffic could not get into the residential neighborhood to the west of the property from Silverbell Road. He also discussed efforts made with the property owner to the south regarding being able install certain landscaping. **Mr. Underwood** proposed the following rezoning conditions after consulting with the property owner to the south, which would be in addition to the recommended conditions proposed by Town staff:

- A four-foot-tall screen wall shall be installed along the back side of the row of parking proposed along the southern boundary. The screen wall is to ensure headlights do not shine directly onto the adjacent planned Silverbell Ridge Subdivision.
- An additional screening element (trellis, metal banding, vegetation, etc.) two feet high shall be attached to the top of the screen wall for the portion of the bufferyard adjacent to the nearest lot within Silverbell Ridge.
- In addition to the southern bufferyard, trees shall be planted on the south side of the two apartment buildings to screen views from these buildings onto the adjacent residential lots along the southern property line.

For more information, including maps, please see the presentation slides.

Council Member Craig asked **Mr. Underwood** to explain the rationale for three-story apartments instead of two-story. **Mr. Underwood** explained that the rationale was that three-story apartments were economically necessary to offset drainage infrastructure costs.

Mr. Udall noted for the record that an email from **Mr. Kit Donely** on behalf of **Mr**. and **Mrs. Bud and Penny Cardinal** was printed and distributed on the dais for the Council's

consideration. The email was also distributed electronically to Council Members in advance of the meeting. A copy of the email is on file with the Town Clerk's Office.

The following 10 individuals addressed the Council**: Jack Avis, Erik Jenness, Michael Nitka, Debbie Brown, Mike Hammer, Suzette Rosher, Pam Gaiser, John Kososkie, Russell Trask**, and **Bernard Gordan**. General concerns related to traffic, viewsheds, open space, wildlife impacts, building heights, water, drainage, vegetation density, Proposition 207 concerns, aesthetics, and a desire for R-144 zoning/single family residences over Village Commercial/apartments. Many expressed dissatisfaction over the prospect that the proposed apartments were three-stories.

During the public hearing portion on this item, a discussion ensued between **Council Member Ziegler** and **Ms. Brown** regarding which jurisdiction is responsible for roads in the area. **Vice Mayor Post** commented that the applicant was required to complete and submit a traffic study of the area as part of the application process. **Council Member Ziegler** commented the same principle applied to water and sewer plans. She also commented that the Council cannot guarantee property values and on the need for affordable housing. She said she did not want apartments either, but that it was the way of today's economy and explained that property owners have a right to build within the parameters of their zoning entitlements and other regulations.

Mayor Honea closed the public hearing at 8:21 PM.

Council Member Kai moved to adopt Ordinance No 2023.030 subject to Town staff's recommended rezoning conditions and the three additional rezoning conditions presented by Mr. Underwood, with an added condition limiting the apartments located on the subject property to a maximum height of two stories. Council Member Craig seconded the motion. Motion failed, 5-2, with Mayor Honea, Vice Mayor Post, Council Member Officer, Council Member Comerford, and Council Member Ziegler voting Nay and Council Member Kai and Council Member Craig voting Aye.

Mayor Honea asked for another motion.

Council Member Comeford moved to adopt Ordinance No 2023.030 subject to Town staff's recommended rezoning conditions and the three additional rezoning conditions presented by Mr. Underwood. Vice Mayor Post seconded the motion. Motion passed, 5-2, with Mayor Honea, Vice Mayor Post, Council Member Officer, Council Member Comerford, and Council Member Ziegler voting Aye and Council Member Kai and Council Member Craig voting Nay.

A3 PUBLIC HEARING: Ordinance No. 2023.031: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), chapter 17-4 (Zoning), section 17-4-3 (Use conditions matrix) to clarify that for home occupations, the use of amenities customarily incidental to a residential use is permitted subject to conditions; and designating an effective date (Steven Cheslak)

Mayor Honea opened the public hearing at 8:25 PM.

Planning Manager Steve Cheslak presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. Mr. Cheslak said this item involved a request to revise the Marana Town Code in order to clarify that for home occupations, the use of amenities customarily incidental to a residential use (such as a swimming pool or playground) is permitted subject to certain conditions. He said this request stemmed from a recent home occupation business license activity regarding the use of a backyard outdoor area. For more details regarding the Code revisions, please see the presentation slides.

Mayor Honea closed the public hearing at 8:28 PM.

Council Member Ziegler moved to adopt Ordinance No. 2023.031. Vice Mayor Post seconded the motion. Motion passed, 7-0.

*[**Mayor Honea** called for a recess beginning at 8:29 PM and concluding at 8:38 PM.]*

A4 PUBLIC HEARING: Ordinance No. 2023.032: Relating to Land Development; adopting revisions to Marana Town Code (MTC) Title 17 "Land Development"; revising MTC Section 17-1-6 (Definitions), to revise definitions for "Single-family dwelling" and "Transitional housing"; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process; providing that the revisions adopted by this ordinance shall apply to all specific plans in the Town that have more restrictive zoning requirements for transitional housing; and designating an effective date (Jane Fairall)

Resolution No. 2023-098: Relating to Land Development; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance

No. 2023.032, revisions to Marana Town Code (MTC) Title 17 "Land Development"; revising MTC Section 17-1-6 (Definitions), to revise definitions for "Single-family dwelling" and "Transitional housing"; revising MTC Section 17-4-2 (Use matrix) to revise the permissiveness of transitional housing uses in several zoning districts from allowed upon approval of a conditional use permit to allowed upon meeting specified conditions; revising MTC Section 17-4-3 (Use conditions matrix) to add conditions per use for transitional housing in the allowed zoning districts; revising MTC Chapter 17-6 "General and Miscellaneous Development Regulations" to add new section 17-6-12 (Transitional housing) establishing development regulations for transitional housing and a reasonable accommodation waiver process (Jane Fairall)

Mayor Honea opened the public hearing at 8:40 PM.

Ms. Fairall presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Fairall** provided an overview of the federal Fair Housing Act and the American's with Disabilities Act as background for proposed changes to the Marana Town Code. For more information regarding this background, please see the presentation slides. She then explained the following proposed Code changes:

- Chapter 17-1 (Definitions) would be amended to revise the definition of "Single-family dwelling" to include "adult foster care home" and "assisted living home."
- Chapter 17-1 (Definitions) would be amended to rewrite the definition of "Transitional housing" to make it more narrow as outlined in the slides. The rewrite would focus the definition on disabilities as defined under federal law for purposes of the Fair Housing Act and would remove references to "halfway houses" and "homeless shelters." She highlighted that the definition of "transitional housing" included "sober living homes," as that term is defined by state law," and explained the definition as detailed in the presentation slides.
- Chapter 17-4 (Zoning) would be amended to revise the zoning for transitional housing to mirror the zoning allowed for single-family detached residential uses, adding a "U" to designate allowed upon meeting specified conditions in the place of a "C," which designates allowed upon approval of a conditional use permit. More details, including images of the adjustments to the zoning tables, can be found in the presentation slides.
- Chapter 17-6 (General and miscellaneous development regulations) would be amended to add Section 17-6-12, which outlines the specified conditions that must be met for transitional housing. **Ms. Fairall** also explained the purpose and operation of the new reasonable accommodation waiver requirement. Please see the presentation slides for more detail.

- The proposed changes also involve a provision that makes the zoning Code changes applicable to specific plans that have more restrictive zoning requirements for transitional housing than the requirements proposed by this item. **Ms. Fairall** also clarified that this change would not only apply prospectively but would also apply to existing specific plans.

Ms. Fairall said she and her team attend regular meetings with attorneys from other cities around the state and would consider any other regulations that should be brought to the Council's attention.

Vice Mayor Post asked if the Fair Housing Act's prohibition against discrimination of those with a disability was limited to those with an addiction to drugs or alcohol. **Ms. Fairall** said the prohibition was not limited to those categories and applied to other types of disability as well. **Vice Mayor Post** clarified and asked whether it would apply to sex offenders, or if sex offenders were considered disabled under the Act. **Ms. Fairall** said sex offenders are not considered disabled under the Act.

Council Member Ziegler asked for an example of a reasonable accommodation waiver. **Ms. Fairall** said the two most common examples from other municipalities involve increasing the number of allowed residents in a transitional home and establishing a transitional home less than 1,200 feet from another transitional home.

Council Member Comerford asked if there were regulations under the state requirements for sober living homes regarding the number of residents. **Ms. Fairall** said there were not any for sober living homes, but that there were other types of group homes that have different residency requirements associated with them under state law.

Council Member Ziegler said she was in favor of the proposed changes. She said there were some bad actors involved in the transitional housing industry. She said residents needed to stay vigilant and that the Town needed to be vigilant in enforcing applicable regulations.

Mayor Honea closed the public hearing at 9:06 PM.

Vice Mayor Post moved to adopt Ordinance No. 2023.032 and Resolution No. 2023-098. Council Member Kai seconded the motion. Motion passed, 7-0.

***[Mr. Udall** noted for the record that the next two items were misnumbered, but that the intent was for Item A6 to be heard before Item A5 as outlined in the agenda.]*

A6 Resolution No. 2023-099: Relating to Development; adopting the Town of Marana Public Art Policy (Jason Angell)

Development Services Director Jason Angell said that nothing has changed in the proposed Public Art Policy since it was presented before Council at its June 20, 2023, Town Council meeting.

Council Member Ziegler moved to adopt Resolution No. 2023-099. Vice Mayor Post seconded the motion. Motion passed, 7-0.

A5 Ordinance No. 2023.033: Relating to Finance; amending the Town of Marana comprehensive fee schedule by adding fees related to the Marana Public Art Policy and a General Plan Map Minor Amendment, in conjunction with a Translational or Non-Site Analysis Rezoning; and designating an effective date (Jason Angell)

Mr. Angell presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Angell** explained the purpose of this item was to add two fees to the Town's comprehensive fee schedule:

- Marana Public Art Fee.
- General Plan Map Amendment – Minor fee in conjunction with a translational or non-site analysis rezoning.

For detailed information regarding these fees and how they would apply to various developments, please see the presentation slides.

Vice Mayor Post commented that requiring a 1% contribution from developers into the art program was a little excessive. He also said it was excessive for the Town to have so much money in an art fund.

Council Member Ziegler commented that the Town needs to catch up on its art.

Council Member Officer said the art in the Town needs maintenance, and **Mr. Angell confirmed** the fund would be available for maintenance as well.

Council Member Ziegler moved to adopt Ordinance No. 2023.033. Council Member Kai seconded the motion. Motion passed, 6-1, with Vice Mayor Post voting Nay.

A7 Resolution No. 2023-094: Relating to Municipal Court, reappointing Laine McDonald as Marana Town Magistrate for a four-year term beginning October 1, 2023;

approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Laine McDonald (Terry Rozema)

Mr. Rozema addressed the Council regarding this item. He said **Town Magistrate Laine McDonald** has been with the Town for a number of years as the Town Magistrate. He said the proposed employment agreement is largely the same as her previous contract, and that it includes a 7% pay increase for the four-year term of the proposed agreement.

Vice Mayor Post moved to adopt Resolution No. 2023-094. Council Member Kai seconded the motion. Motion passed, 7-0.

Judge McDonald thanked the Council for their confidence in her.

A8 Resolution No. 2023-095: Relating to Municipal Court; approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers for the Marana Municipal Court (Laine McDonald)

Judge McDonald addressed the Council regarding this item. She said that several court employees have been through the state's civil hearing officer training program. She explained civil hearing officers perform administrative functions for the Court, such as signing off on citation corrections and continuing cases.

Vice Mayor Post moved to adopt Resolution No. 2023-095. Council Member Comerford seconded the motion. Motion passed, 7-0.

A9 Resolution No. 2023-096: Relating to Municipal Court; approving the reappointment of Frank Anjakos, Eva Bacal, Darlene Chavira-Chavez, Stuart DeHaan, David Deibel, Maria Felix and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine McDonald)

Judge McDonald addressed the Council regarding this item. She said *pro tempore* judges serve in **Judge McDonald's** absence. She explained they discovered during the COVID-19 pandemic that it is useful to have a long list of judges to be able to call upon in the event **Judge McDonald** cannot be present.

Council Member Kai moved to adopt Resolution No. 2023-096. Vice Mayor Post seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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).

Mayor Honea asked for future agenda items. There were no future agenda items.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 7-0. Meeting adjourned at 9:21 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on September 19, 2023. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

Council-Regular Meeting **L1**

Meeting Date: 10/03/2023

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Nolette Hernandez, Records Clerk

Date: October 3, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742 (David L. Udall)

Discussion:

This application is for a new series #006 Bar liquor license at My Place Hotel Marana located at 8530 North Joplin Lane Tucson, Arizona 85742.

Note there are two identical liquor license applications on this agenda. Town staff has reached out to the DLLC and was informed that the DLLC allows for an applicant to seek more than one series #006 Bar liquor license and that both are processed by the DLLC and the applicable local jurisdiction. At the end of the process, the DLLC may then grant one of the licenses to the applicant.

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

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

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

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include 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 a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #006 Bar liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742.

Attachments

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

State of Arizona
Department of Liquor Licenses and Control

Created 08/24/2023 @ 03:45:03 PM

Local Governing Body Report

LICENSE

Number:		Type:	006 BAR
Name:	MY PLACE HOTEL MARANA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	8530 N JOPLIN LANE MARANA, AZ 85742 USA		
Mailing Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:			

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	

OWNER

Name: OPWEST HOSPITALITY LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23466619 State of Incorporation: AZ
Incorporation Date: 01/05/2023
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
OPWEST DEVELOPMENT LLC	Member	90.00
1SC HOTEL QOZB LLC	Member	10.00

OPWEST HOSPITALITY LLC - Member

Name: 1SC HOTEL QOZB LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23323539 State of Incorporation: DE
Incorporation Date: 01/24/2022
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

OPWEST DEVELOPMENT LLC - MEMBER
OPWEST DEVELOPMENT LLC - MEMBER
OPWEST DEVELOPMENT LLC - MEMBER
1SC HOTEL OPWEST GP PROMOTE, LLC - Member

Name: OPWEST VENTURES LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

IRIDIUS REAL ESTATE INCOME FUND LLC - Managing Member

Name: IRIDIUS FUNDS GROUP, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

INDUS HOLDINGS LLC - Member,Stockholder
INDUS HOLDINGS LLC - Member,Stockholder
INDUS HOLDINGS LLC - Member,Stockholder

Name: GURPREET & REEMA 2009 FAMILY REVOCABLE TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

OPWEST HOSPITALITY LLC - Member

Name: OPWEST DEVELOPMENT LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS CAPITAL LLC - Member,Stockholder
IRIDIUS CAPITAL LLC - Member,Stockholder
1SC HOTEL OPWEST GP PROMOTE, LLC - Member

Name: INDUS HOLDINGS LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS REAL ESTATE MANAGERS,LLC - Member

Name: ANISHA EXEMPT TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

1SC HOTEL QOZB LLC - Member

Name: 1SC HOTEL OPWEST GP PROMOTE, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

OPWEST VENTURES LLC - MEMBER
OPWEST VENTURES LLC - MEMBER
OPWEST VENTURES LLC - MEMBER
OPWEST VENTURES LLC - MEMBER

Name: THE KENT FAMILY LIVING TRUST DATED 8/23/2016
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS CAPITAL VENTURES, LLC - Managing Member

Name: IRIDIUS CAPITAL LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS REAL ESTATE MANAGERS,LLC - Member

Name: ARJUN DEV EXEMPT TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

1SC HOTEL QOZB LLC - Member

Name: OPWEST IRIDIUS ECONOMIC IMPACT OZ FUND, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

OPWEST IRIDIUS ECONOMIC IMPACT OZ FUND, LLC - Member

Name: IRIDIUS REAL ESTATE INCOME FUND LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS FUNDS GROUP, LLC - Managing Member

Name: IRIDIUS CAPITAL VENTURES, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee
THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee
THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee
THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee

Name: TYLER ALES KENT
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

MANAGERS

Name: TYLER ALES KENT
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

****

Name: MAJOR JOHNSON
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

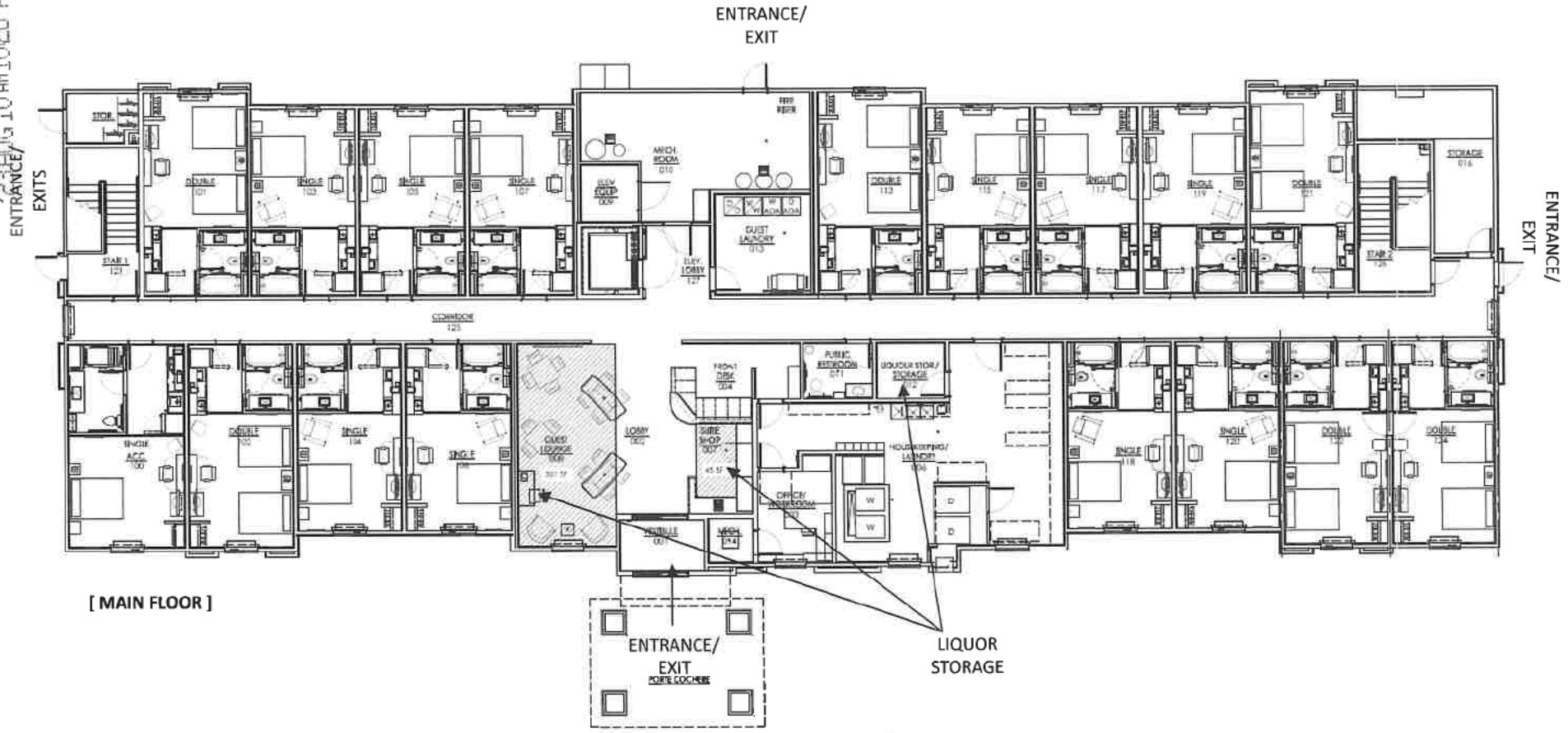
Application Number: 254871
Application Type: New Application
Created Date: 08/11/2023

QUESTIONS & ANSWERS

006 Bar

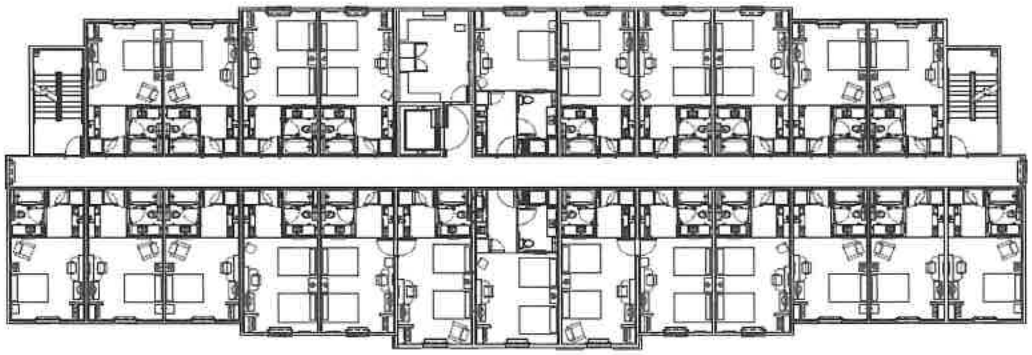
1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   COYOTE TRAIL ELEMENTARY SCHOOL- 1.19 MILES
   8000 N SILVERBELL RD TUCSON, AZ 85743
3) Are you one of the following? Please indicate below.
   Property Tenant
   Sub-tenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Management Company
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   PIMA COUNTY
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   04/01/2024

My Place Hotel Marana
8530 N. Joplin Lane
Tucson, AZ 85742
42,345 SF (4 floors)

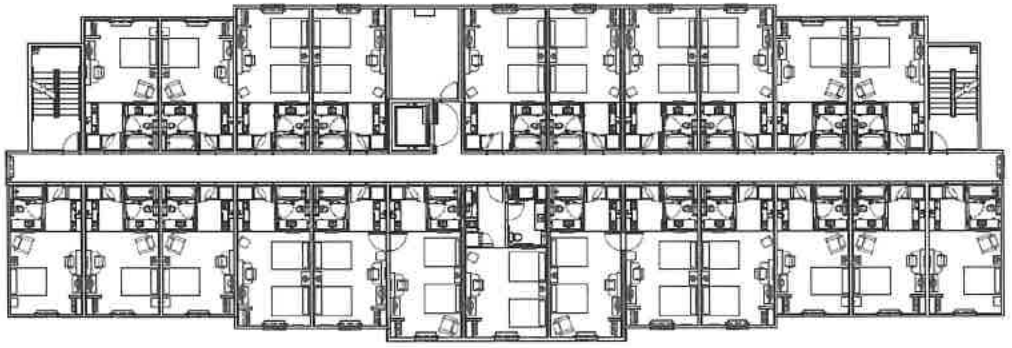


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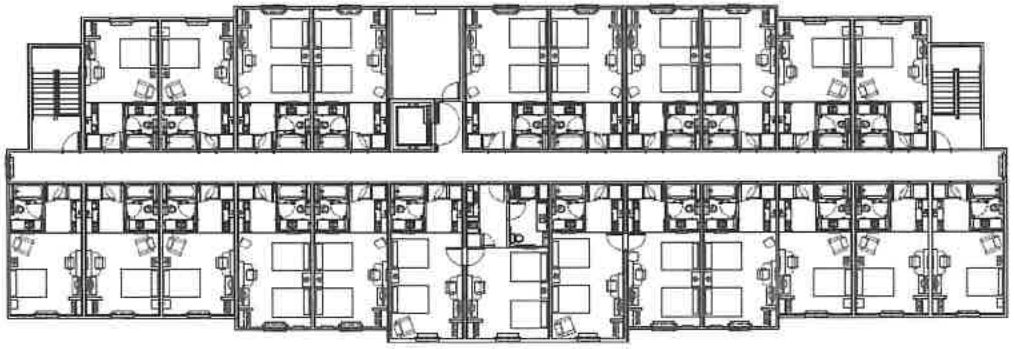
SEOND FLOOR

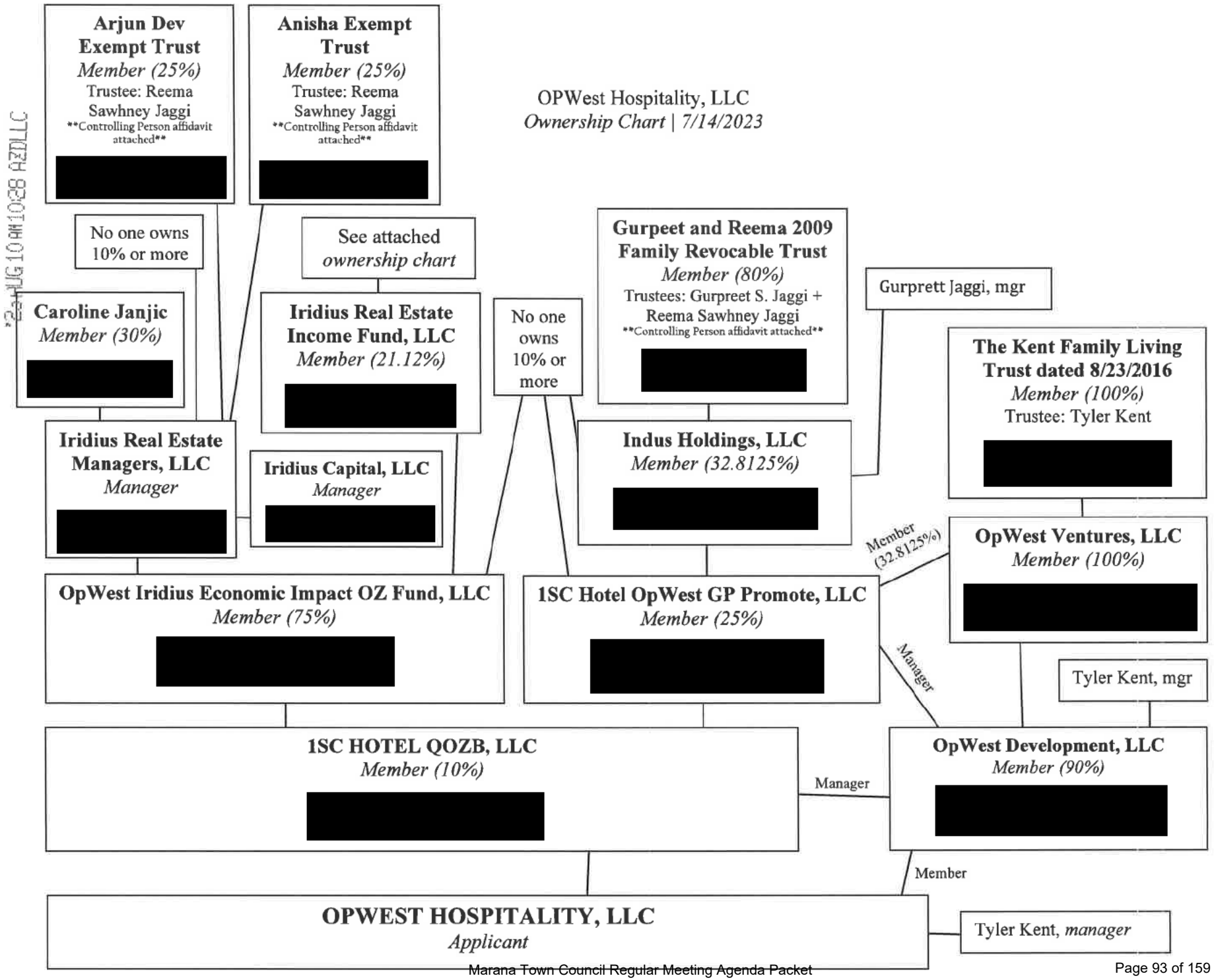


THIRD FLOOR



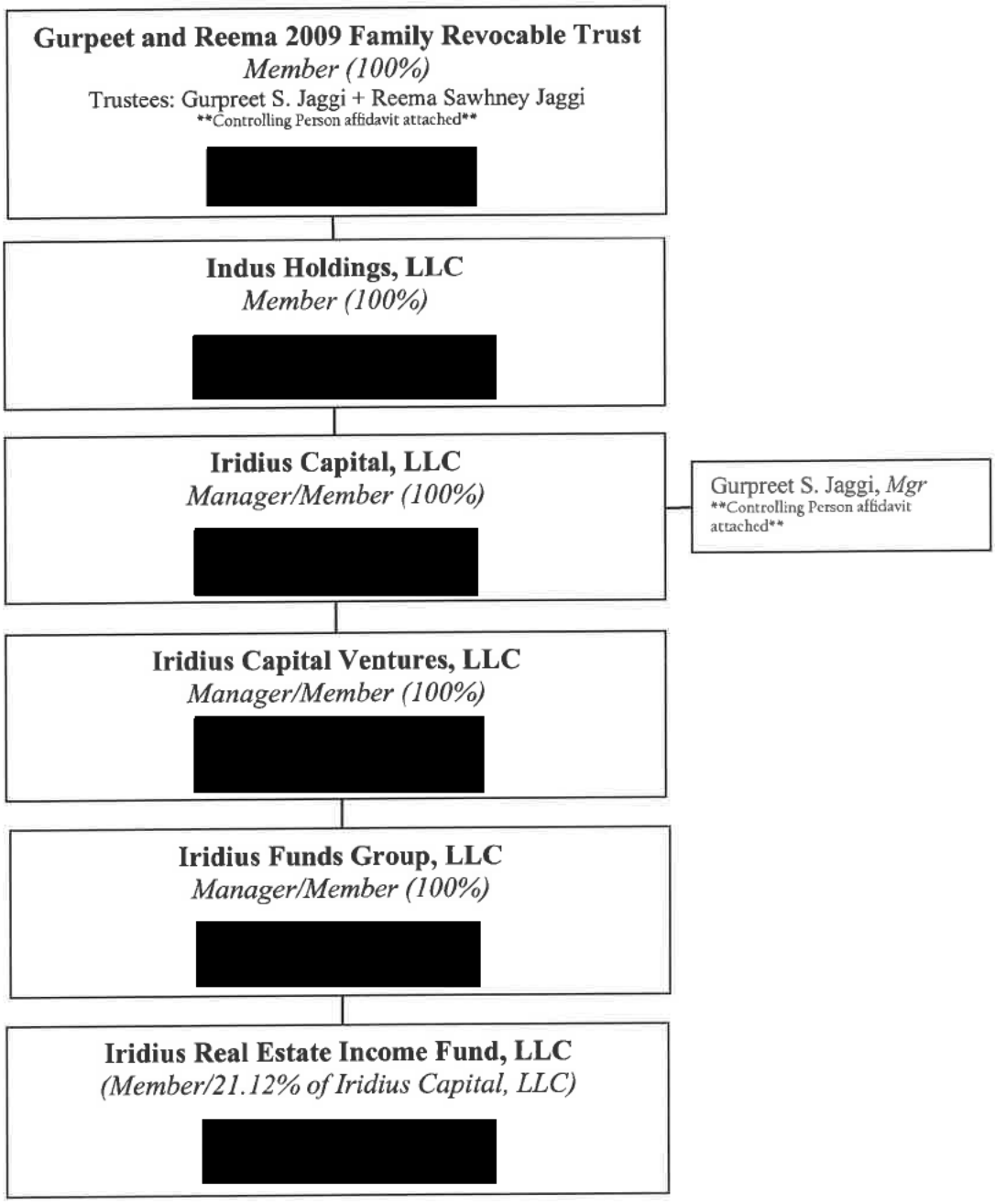
FOURTH FLOOR




OPWest Hospitality, LLC
Ownership Chart | 7/14/2023
Arjun Dev Exempt Trust
Member (25%)
Trustee: Reema Sawhney Jaggi
Controlling Person affidavit attached
Anisha Exempt Trust
Member (25%)
Trustee: Reema Sawhney Jaggi
Controlling Person affidavit attached
No one owns 10% or more
See attached ownership chart
Caroline Janjic
Member (30%)
Iridius Real Estate Income Fund, LLC
Member (21.12%)
No one owns 10% or more
Gurpeet and Reema 2009 Family Revocable Trust
Member (80%)
Trustees: Gurpreet S. Jaggi + Reema Sawhney Jaggi
Controlling Person affidavit attached
Gurprett Jaggi, mgr
The Kent Family Living Trust dated 8/23/2016
Member (100%)
Trustee: Tyler Kent
Iridius Real Estate Managers, LLC
Manager
Iridius Capital, LLC
Manager
Indus Holdings, LLC
Member (32.8125%)
Member (32.8125%)
OpWest Ventures, LLC
Member (100%)
OpWest Iridius Economic Impact OZ Fund, LLC
Member (75%)
1SC Hotel OpWest GP Promote, LLC
Member (25%)
Manager
Tyler Kent, mgr
1SC HOTEL QOZB, LLC
Member (10%)
Manager
OpWest Development, LLC
Member (90%)
Member
OPWEST HOSPITALITY, LLC
Applicant
Tyler Kent, manager

'23 ...10 AM 10:28 AZDLLC

OPWest Hospitality, LLC
Ownership Chart continued
(Iriduius Real Estate Income Fund, LLC)



APPLICANT/CONTROLLING PERSON AFFIDAVIT

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

Type or Print with Black Ink

BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: OPWEST HOSPITALITY, LLC
Affidavit of: TYLER ALES KENT
Position/Title: MANAGER/TRUSTEE
State of: Arizona **AZ Corp./L.L.C. #:** 23466619
County of: Maricopa **State Incorporated:** AZ
I, (Print Full Name) TYLER ALES KENT **Declares:**

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

Name and title of such individuals are as follows (or list attached):

1) TYLER ALES KENT | Manager/Trustee
2)
3)
4)

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

1) CAROLINE JANJIC | Member | 7/13/1982 | Neenah, WI
2) GURPREET S. JAGGI | Trustee | 5/27/1966 | Ranchi, India
3) REEMA SAWHNEY JAGGI | Trustee | 6/29/1971 | Chennai, India
4)

3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

Declaration:

I, (Print Name) TYLER ALES KENT, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Signature

'23 AUG 10 AM 10:28 AZDLLC

CSR:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	234871
Date Accepted:	8/24/23
CSR:	CA

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

Type or Print with Black Ink

License Number: LOTTERY #6 | LL2210060012

Tip Current

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → [X] **Agent** [ ] **Controlling Person**

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: ARIZONA

4. Place of birth: [redacted] (City / State / COUNTRY) Height: [redacted] Weight: [redacted] 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 bonafide resident of Arizona? Yes [X] No [ ] If yes, what is your date of residency? 04/1961

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: MY PLACE HOTEL MARANA Business Phone: PENDING

9. Premises Address: 8530 N. JOPLIN LANE (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85742 (Zip)

'23 AUG 10 AM 10:28 AZDLLC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of 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
			[redacted]

(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	Street	City	State	Zip
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 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 summons 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

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 08/07/2023

'23 AUG 10 AM 10:28 AZDLLC

ALIEN STATUS
RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No - If **yes**, indicate place of birth:

City MANKATO State MN **COUNTRY** USA

If you answered **Yes**, 1) Attach a legible copy of a document from the list below.

2) Name of document: AZ DRIVERS LICENSE

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

'23 AUG 10 AM 10:28 AZDLLC

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *etseq.*];

13. A foreign national not physically present in the United States.

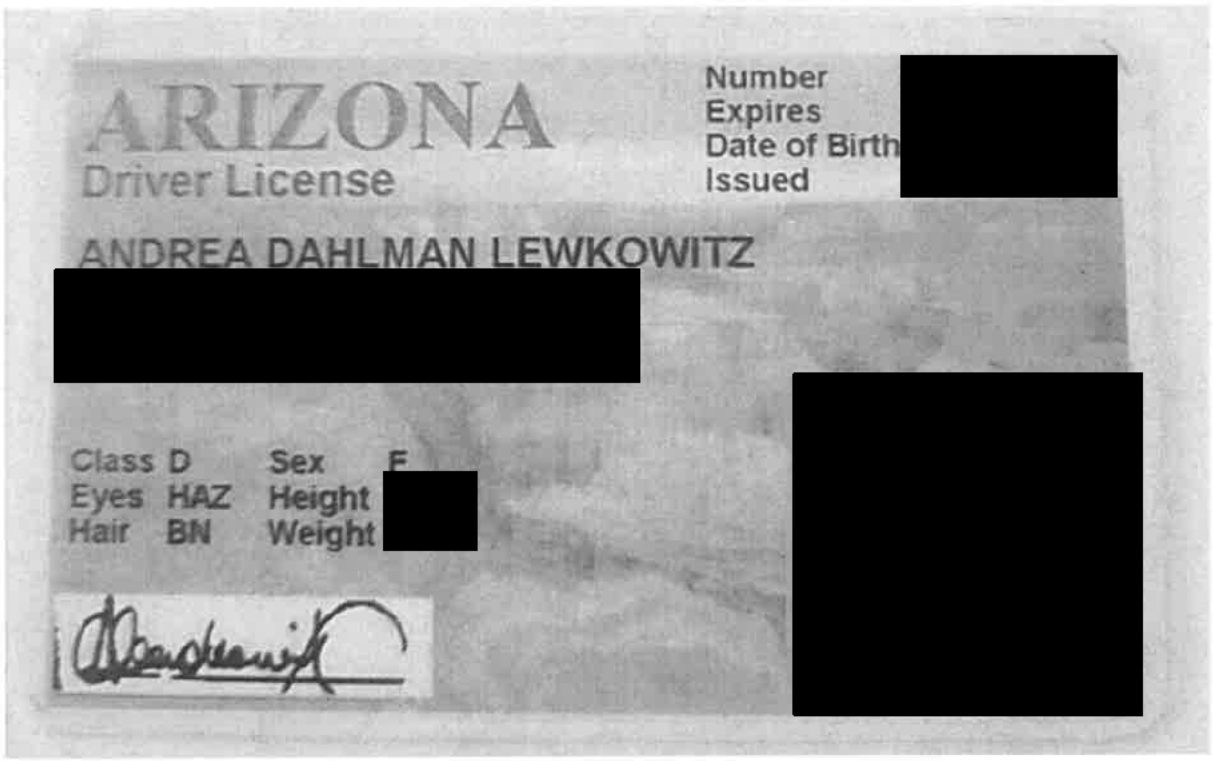
14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

ANDREA DAHLMAN LEWKOWITZ		08/07/2023
Print Name	**Signature**	**Date**

23AUG10 AM10:28 AZDLLC



'23 AUG 10 AM 10:28 AZDLLC

CSR:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	254871
Date Accepted:	8/24/23
CSR:	CS

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

Type or Print with Black Ink

License Number: LL2210060012 | SERIES 6

$85.00

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → ☐ **Agent** ☑ **Controlling Person**

2. Name: KENT (Last) TYLER (First) ALES (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: ARIZONA

4. Place of birth: [redacted] (City / State / COUNTRY) Height: [redacted] Weight: [redacted] Eyes: HZL Hair: BRN

5. Name of current/most recent spouse: KENT (Last) KATHERINE (First) ERIN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 06/01/1987

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: MY PLACE MARANA Business Phone: PENDING

9. Premises Address: 8530 N. JOPLIN LANE (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85742 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2018	CURRENT	MANAGING DIRECTOR	OpWest Partners, [redacted]

(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	Street	City	State	Zip
12/2020	CURRENT	[redacted]			
10/2013	12/2020				

(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 and 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 summons 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

I, **(Print Full Name)** TYLER ALES KENT hereby swear under penalty of perjury and in compliance with **A.R.S. § 4-210(A)(2)** and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ **Date:** 6/21/23

'23 AUG 17 PM 2:33 AZDLLC

CSR:
Amount:

PREMISES MANAGER QUESTIONNAIRE

DLLC USE ONLY	
Job #:	254871
Date Accepted:	8/24/23
CSR:	CA

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

Type or Print with Black Ink

License Number: Series 6 | LL2210060012

$25.42

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: JOHNSON (Last) MAJOR (First) N/A (Middle) Birth Date: [redacted] (NOT a public record)

2. Social Security #: [redacted] Driver's License #: [redacted] State Issued: ARIZONA

3. Place of birth: [redacted] (City / State / COUNTRY) Height: [redacted] Weight: [redacted] Eyes: BRN Hair: BLK

4. Name of current/most recent spouse: _____ (Last / First / Middle) Birth Date: ___/___/___ (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 10/30/2001

6. Daytime telephone number: [redacted] Email address: [redacted]

7. Premises Name: MY PLACE HOTL MARANA Business Phone: PENDING /____

8. Premises Address: 8530 N. JOPLIN LANE (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85742 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
06/2023	CURRENT	GENERAL MANAGER	My Place Hotel
10/2014	06/2023	GENERAL MANAGR	Extended Stay America [redacted]
02/2020	05/2023	NIGHT AUDITOR	MK Hotel/Best Western [redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

10. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*

FROM Month/Year	To Month/Year	Street	City	State	Zip
03/2014	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? Yes ☒ No ☐

12. 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 ☑

13. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* Yes ☐ No ☑

14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

15. 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 ☑

16. 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 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) MAJOR JOHNSON **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: M. Johnson **Date:** 7-27-23

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name: ANDREA DAHLMAN LEWKOWITZ **Signature:** [signature] **Date** 8/15/23

*23AUG17 PM 2:33 AZDLLC

Certificate #664306

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Major Johnson
Full Name (please print)

M. Johnson
Signature

07-21-2023
Training Completion Date

07-20-2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham
Instructor Signature

21 / 07 / 2023
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

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Certificate #664306

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Major Johnson
Full Name (please print)

M. Johnson
Signature

07-21-2023
Training Completion Date

07-20-2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham
Instructor Signature

21 / 07 / 2023
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'23 AUG 10 AM 10:28 AZDLLC

ASSET MANAGEMENT AGREEMENT

THIS ASSET MANAGEMENT AGREEMENT (the "Agreement") is entered into by Opwest Hospitality LLC, an Arizona limited liability company (the "Asset Manager") and MP1 Tucson LLC, a Delaware limited liability company (the "Owner"), effective as of June 6, 2023 (the "Effective Date").

ARTICLE 1
ENGAGEMENT OF ASSET MANAGER

1.1 **General Engagement.** Owner hereby engages Asset Manager as an independent contractor to provide the services set forth in this Agreement for hospitality asset management for that certain real property located in Tucson, AZ. commonly known as the Landing Hotel at 4690 S. Calle Santa Cruz ("Asset"). The Asset Manager shall in good faith provide the services set forth in this Agreement in accordance with normal and prudent practices in the real estate and hospitality industry and, subject to the terms of this Agreement, shall have the authority to take all actions necessary or appropriate to fulfill its obligations.

ARTICLE 2
COMPENSATION

2.1 **Fees.** Owner shall pay to Asset Manager, as the exclusive compensation for the services to be rendered by Asset Manager hereunder,
from the operations of the Asset (the "Asset Management Fee").

2.2 **Payment.** Payment of the Asset Management Fee shall commence when the Asset is generating gross revenues from its operations, shall be paid by the Owner to the Asset Manager monthly, and may be deducted by Asset Manager from the Asset's operating account. The Asset Management Fee shall accrue any time the Asset Manager determines that the Asset is not generating sufficient gross revenues to pay the Asset Management Fee.

2.3 Once the Asset Manager reasonably determines that the gross revenues are sufficient to pay any accrued and unpaid portion of the Asset Management Fee, the payment of such Asset Management Fee shall resume, and any accrued and unpaid portion of the Asset Management Fee shall be paid. Such fees shall represent full compensation for all of Asset Manager's services and expenses incurred in the performance hereof, unless otherwise expressly provided in this Agreement or approved in writing by Owner.

ARTICLE 3
ASSET MANAGEMENT SERVICES

Asset Manager's principal duties will entail overseeing the activities of a property manager in managing the day-to-day activities of the Asset, which shall include, but not be limited to, the following:

3.1 **Engaging the Property Manager**. The Asset Manager shall, in accordance with the Business Plan, cause Owner to enter into a property management agreement with a property manager to act as Owner's agent (the "Property Manager") to manage the day-to-day operation of

the Asset. Asset Manager shall monitor the Property Manager's performance thereunder; review reports concerning operation of the management of the Asset; consolidate and forward the same to Owner; and enforce the Property Management Agreement. Asset Manager may delegate performance of its duties hereunder to the Property Manager when Asset Manager deems the same to be appropriate. Notwithstanding any such delegation of duties and responsibilities, Asset Manager shall oversee the actions of Property Manager to cause compliance with the terms and provisions of this Agreement and Asset Manager shall remain primarily responsible and liable to Owner under this Agreement for the performance of all such delegated duties and responsibilities. In any event, Asset Manager will always monitor activities of Property Manager and review actual monthly income and expenses of the Asset, collected revenues, and incurred operating expenses, comparing actual results to the relevant operating budget, and report the same to Owner.

3.2 **Employees**. Asset Manager shall use best efforts to ensure: (i) that Property Manager, in the discharge of its duties, hires, supervises and discharges such property management employees or such other firms, corporations or persons as may be engaged by the Property Manager pursuant to the provisions of the Property Management Agreement; and (ii) that in any and every event all such employees, firms, corporations or persons are retained by the Property Managers as its employees, agents or independent contractors, respectively, and not as employees or agents of Owner or Asset Manager.

3.3 **Operating Budget**. As soon as the Asset has tenants that are occupying the Asset, Asset Manager shall review the annual operating budget (the "Operating Budget") for the Asset and shall approve and recommend implementation to Owner by December 1 of the year immediately preceding the calendar year addressed in such proposed Operating Budget. Asset Manager shall review the proposed Operating Budget with Owner. Owner thereafter will provide Asset Manager with written or electronic notice of approval of the Operating Budget as it is approved. If Owner does not approve a proposed Operating Budget within ten (10) business days following its submittal, then (i) in the event such proposed Operating Budget is the first proposed Operating Budget for the Asset, it shall be deemed to be approved as submitted, or (ii) in the event the Asset already has been operated pursuant to an approved Operating Budget, Asset Manager shall continue to manage the Asset in accordance with the most recently approved Operating Budget. Owner may modify the Operating Budget at any time upon written notice to Asset Manager, except as such modification would be prohibited under any loan documents for the Asset or any other contract for the Asset.

3.4 **Financial Reports**. Assisting Owner by reviewing and presenting performance assessments to Owner for monthly financial statements and annual financial statements for the hotel.

3.5 **Operating Budgets**. Assisting Owner by reviewing and providing a comprehensive analysis to Owner with respect to the annual operating budget.

3.6 **Casualty Insurance Review**. Assisting Owner in surveying the insurable risks of the Asset, determining levels of insurance coverage for the completed improvements of the Asset, and procuring insurance coverage in accordance with Owner's instructions for the completed improvements of the Asset.

3.7 **Liquor Licensing & Oversight.** The Asset Manager shall represent Owner in procurement, management, and oversight of all liquor licensing and liquor management for the property.

3.8 **Tax Obligations**. The Asset Manager shall, subject to the availability of funds, ensure that Property Manager pays tax obligations on time and in full. In addition, Asset Manager will review existing assessed valuations of the Asset for ad valorem tax purposes and implement plans to reduce assessed valuations, where appropriate.

3.9 **Loan Obligations**. The Asset Manager shall, subject to the availability of funds, ensure that Property Manager pays loan obligations on time and in full.

3.10 **Repairs and Capital Improvements**. The Asset Manager shall advise Owner of any repairs or capital improvements to the Asset that, in Asset Manager's professional judgment, are necessary but are not provided for in the current Operating Budget. Upon receipt of Owner's written or electronic approval of such repairs or capital improvements, Asset Manager shall cause them to be completed. Notwithstanding the foregoing, Asset Manager shall be approved to make such reasonable repairs and capital improvements as required under any loan documents for the Asset.

3.11 **Regulatory Compliance Review**. Assisting Owner (if requested) in (a) reviewing the Asset to assure compliance with applicable governmental regulations, land use planning, and housing finance corporations (including environmental regulations and the Americans With Disabilities Act); (b) subject to Owner's budgetary constraints, implementing a program to bring any non-compliance with respect to the Asset into compliance with applicable regulations; and (c) implementing a program to monitor continuing compliance with governmental regulations.

3.12 **Disposition Services**. The Asset Manager shall act as Owner's agent in the disposition of the Asset in accordance with the Owner's business strategy. Asset Manager shall be primarily responsible for negotiating disposition agreements and for consummating approved dispositions, but Owner shall have the sole authority to execute agreements therefor.

3.13 **Legal Services**. Asset Manager is authorized to engage attorneys as necessary to provide legal services in connection with the day-to-day operation of the Asset, including enforcement of leases and contracts; review of contracts, leases, and other documents; and defending legal actions.

3.14 **Financing Services**. From time-to-time Asset Manager shall act as Owner's agent in financing or refinancing indebtedness with respect to the Asset. Asset Manager shall make recommendations to Owner concerning terms and conditions of any financing or refinancing and the lender(s) to provide the same, shall negotiate the terms thereof and shall assist in consummating the transactions, but Owner shall have the sole authority to execute the requisite agreements therefore.

3.15 **Books and Recordkeeping**. Asset Manager shall ensure that Property Manager complies with any contractual obligations to Owner to prepare and maintain, for inspection by Asset Manager and Owner's independent certified public accountants and affiliates of Owner's internal staff, complete and accurate books of account and other records of all transactions related

to the Asset, including, but not limited to, vouchers, statements, receipted bills and invoices and all other records, in such form as Owner may reasonably require, covering all collections, disbursements, correspondence and other data, in such form as may be necessary to enable the comparison of current profit, loss and operating expenses to budgets and the preparation of narrative reports on any factors of significance to Owner and audited annual financial statements as to the state of business and affairs of Owner, including operating statements and balance sheets. All such accounts and records relating to the Asset shall be the property of Owner and, upon a termination of the appointment of the Property Manager, Asset Manager will use best efforts to ensure such accounts and records shall be surrendered to Owner without charge.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ASSET MANAGER

Asset Manager represents and warrants to Owner that:

4.1 **Due Organization/Registration**. Asset Manager is duly organized, validly existing and in good standing under the laws of its state of organization.

4.2 **Power and Authority**. Asset Manager has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Asset Manager and no other proceedings on the part of Asset Manager are necessary to authorize this Agreement.

4.3 **No Violation**. Neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Asset Manager with any provisions hereof will:

(1) violate any provision of the organizational documents of any Asset Manager;

(2) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Asset Manager; or

(3) violate, conflict with, constitute a default under, permit the termination of, or require the consent of any person under, any agreement to which Asset Manager may be bound, which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities, or condition, financial or otherwise, of Asset Manager.

ARTICLE 5
TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution and delivery of this Agreement and continue until the Owner has sold the Asset, subject to the earlier termination of this Agreement as provided for herein.

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 **Termination By Asset Manager**. Asset Manager, at any time during the term of this Agreement, may terminate this Agreement, with or without cause, upon not less than sixty (60) days prior written notice to Owner; provided, however, Asset Manager may not terminate this Agreement if such termination would cause a breach or default of any other agreement (excluding any agreements with affiliates of Asset Manager) to which Owner is a party. Asset Manager shall be entitled to payment of the Asset Management Fee that has accrued and not yet been paid through the date of such termination.

6.2 **Termination By Owner**. At the option of Owner, this Agreement may be terminated immediately by delivery of written notice by Owner to Asset Manager the occurrence of any of the following events (when so terminated "Termination for Cause"):

(1) Any failure by Asset Manager to observe or perform any provision, covenant, obligation, duty or covenant of this Agreement to be observed or performed by Asset Manager, which failure continues for thirty (30) days after written notice thereof by Owner;

(2) Asset Manager commission of fraud, gross negligence, or a felony involving moral turpitude in connection with the performance of its duties hereunder;

(3) If Asset Manager shall be adjudged bankrupt or insolvent by a court of competent jurisdiction, or any order shall be made by a court of competent jurisdiction (a) for the appointment of a receiver, liquidator or trustee of Asset Manager or of all or substantially all of its property by reason of the foregoing, or (b) which approves any petition filed against Asset Manager for its reorganization, and such adjudication or order has not been stayed or discharged pending appeal within thirty (30) days of its entry;

(4) If Asset Manager shall institute proceedings for voluntary bankruptcy or shall file a petition seeking reorganization under the federal bankruptcy laws, or for relief under any law for the relief of debtors, or shall consent to the appointment of a receiver, or shall make a general assignment for the benefit to its creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(5) If any governmental authority, court, or self-regulatory authority shall withdraw, suspend or revoke or declare invalid any license, charter, authorization or registration required or necessary for the conduct by Asset Manager of any material portion of its business and such action has not been stayed or discharged pending appeal within sixty (60) days of its entry;

Upon Termination for Cause as specified in this Section 6.2, Asset Manager shall give written notice thereof to the staff of the Asset promptly that this Agreement has been terminated. In addition, Asset Manager shall be entitled to payment of the Asset Management Fee that has accrued and not yet been paid through the date of such termination.

ARTICLE 7
MISCELLANEOUS

7.1 **Governing Law.** This Agreement is executed pursuant to, and will be construed under and governed exclusively by, the laws of the State of Arizona, without reference to its conflict of laws.

7.2 **Amendment; Waiver.** Except as expressly provided in this Agreement, this Agreement may only be amended by unanimous written agreement of the Asset Manager and both general partners of the Owner. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

7.3 **Notices and Demands.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given and received (i) on the next business day after date of service if personally served on the party to whom notice is to be given, (ii) on the second business day after the date of the postmark of deposit if mailed to the party to whom notice is to be given, by first class United States mail, registered or certified, postage prepaid, properly addressed as set forth below and return receipt requested, (iii) on the next business day after deposit with a nationally recognized private express courier service, proof of receipt and delivery and guaranteed "same day" or "next day" delivery, and properly addressed as set forth below, or (iv) on the next business day after delivery by e-mail, addressed as set forth below, but only if a copy of such notice is also deposited on the next business day for delivery by United States mail in accordance with clause (ii) above:

If to Asset Manager:
Opwest Hospitality
6900 E Camelback Rd #902
Scottsdale, AZ 85251
Attention : Tyler Kent
tk@opwestpartners.com

If to the Owner:
MP1 Tucson LLC
6900 E Camelback Rd #902
Scottsdale, AZ 85251
Attention : Annabelle Vance
E-mail : av@opwestpartners.com

with a copy to:
Thrasher Law Offices
1785 E Skyline Dr
Tucson, AZ 85718
Attention : Matt Thrasher
E-mail : matt@thrasherpllc.com

Either party may designate other addresses to which notice may be sent, upon written notice sent to the other party in accordance with this Section 7.3. Notice to an attorney is not complete until that party has verified actual receipt or confirmed the address with the State Bar of Arizona.

7.4 **No Assignment.** This Agreement and all rights hereunder, shall not be assignable by either party hereto, except by written agreement of both parties.

7.5 **Integration.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

7.6 **Execution in Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of the Agreement, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

7.7 **Severability.** If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby. Every provision of this Agreement is intended to be severable.

Remainder of Page Intentionally Left Blank

'23 AUG 10 AM 10:29 AZDLLC

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the 6th day of June, 2023.

ASSET MANAGER

Opwest Hospitality LLC,
an Arizona limited liability company

By: _____
Name: Tyler Kent
Its: Manager

OWNER

MP1Tucson LLC, a Delaware limited liability company

By: Opwest Development LLC,
an Arizona limited liability company
Its: Manager

By: _____
Name: Tyler Kent
Its: Manager

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 09 / 01 / 23 Date of Posting Removal: 9 / 20 / 23

Applicant's Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 8530 N Joplin Ln (Street) Tucson (City) 85741 (Zip)

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

JR Burns (Print Name of City/County Official) | Housing Rehabilitation Specialist (Title) | (520) 990-2496 (Phone Number)

Signature | 9/6/23 (Date Signed)

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

7/21/2022

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 254871 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2023-11

Licensed establishment that will be operating 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.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 3 (Day) of October (Month), 2023 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application 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 85007.

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **L2**

Meeting Date: 10/03/2023

To: Mayor and Council

Submitted For: David L. Udall, Town Clerk/Assistant Town Attorney

From: Nolette Hernandez, Records Clerk

Date: October 3, 2023

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742. (David L. Udall)

Discussion:

This application is for a new series #006 Bar liquor license at My Place Hotel Marana located at 8530 North Joplin Lane, Tucson, Arizona 85742.

Note there are two identical liquor license applications on this agenda. Town staff has reached out to the DLLC and was informed that the DLLC allows for an applicant to seek more than one series #006 Bar liquor license and that both are processed by the DLLC and the applicable local jurisdiction. At the end of the process, the DLLC may then grant one of the licenses to the applicant.

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

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

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

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include 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 a new series #006 Bar liquor license submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #006 Bar liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of My Place Hotel Marana, located at 8530 North Joplin Lane, Tucson, Arizona 85742.

Attachments

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

State of Arizona
Department of Liquor Licenses and Control

Created 08/24/2023 @ 03:45:10 PM

Local Governing Body Report

LICENSE

Number:		Type:	006 BAR
Name:	MY PLACE HOTEL MARANA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	8530 N JOPLIN LANE MARANA, AZ 85742 USA		
Mailing Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:			

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	

OWNER

Name: OPWEST HOSPITALITY LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23466619 State of Incorporation: AZ
Incorporation Date: 01/05/2023
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

Officers / Stockholders

Name:	Title:	% Interest:
OPWEST DEVELOPMENT LLC	Member	90.00
1SC HOTEL QOZB LLC	Member	10.00

OPWEST HOSPITALITY LLC - Member

Name: 1SC HOTEL QOZB LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23323539 State of Incorporation: DE
Incorporation Date: 01/24/2022
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

OPWEST DEVELOPMENT LLC - MEMBER
OPWEST DEVELOPMENT LLC - MEMBER
OPWEST DEVELOPMENT LLC - MEMBER
1SC HOTEL OPWEST GP PROMOTE, LLC - Member

Name: OPWEST VENTURES LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

IRIDIUS REAL ESTATE INCOME FUND LLC - Managing Member

Name: IRIDIUS FUNDS GROUP, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

INDUS HOLDINGS LLC - Member,Stockholder
INDUS HOLDINGS LLC - Member,Stockholder
INDUS HOLDINGS LLC - Member,Stockholder

Name: GURPREET & REEMA 2009 FAMILY REVOCABLE TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

OPWEST HOSPITALITY LLC - Member

Name: OPWEST DEVELOPMENT LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS CAPITAL LLC - Member,Stockholder
IRIDIUS CAPITAL LLC - Member,Stockholder
1SC HOTEL OPWEST GP PROMOTE, LLC - Member

Name: INDUS HOLDINGS LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS REAL ESTATE MANAGERS,LLC - Member

Name: ANISHA EXEMPT TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

1SC HOTEL QOZB LLC - Member

Name: 1SC HOTEL OPWEST GP PROMOTE, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

OPWEST VENTURES LLC - MEMBER
OPWEST VENTURES LLC - MEMBER
OPWEST VENTURES LLC - MEMBER
OPWEST VENTURES LLC - MEMBER

Name: THE KENT FAMILY LIVING TRUST DATED 8/23/2016
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS CAPITAL VENTURES, LLC - Managing Member

Name: IRIDIUS CAPITAL LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS REAL ESTATE MANAGERS,LLC - Member

Name: ARJUN DEV EXEMPT TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

1SC HOTEL QOZB LLC - Member

Name: OPWEST IRIDIUS ECONOMIC IMPACT OZ FUND, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

OPWEST IRIDIUS ECONOMIC IMPACT OZ FUND, LLC - Member

Name: IRIDIUS REAL ESTATE INCOME FUND LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

IRIDIUS FUNDS GROUP, LLC - Managing Member

Name: IRIDIUS CAPITAL VENTURES, LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: [redacted]

Phone:
Alt. Phone:
Email:

THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee
THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee
THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee
THE KENT FAMILY LIVING TRUST DATED 8/23/2016 - Trustee

Name: TYLER ALES KENT
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

MANAGERS

Name: TYLER ALES KENT
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

****

Name: MAJOR JOHNSON
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

Application Number: 254872
Application Type: New Application
Created Date: 08/11/2023

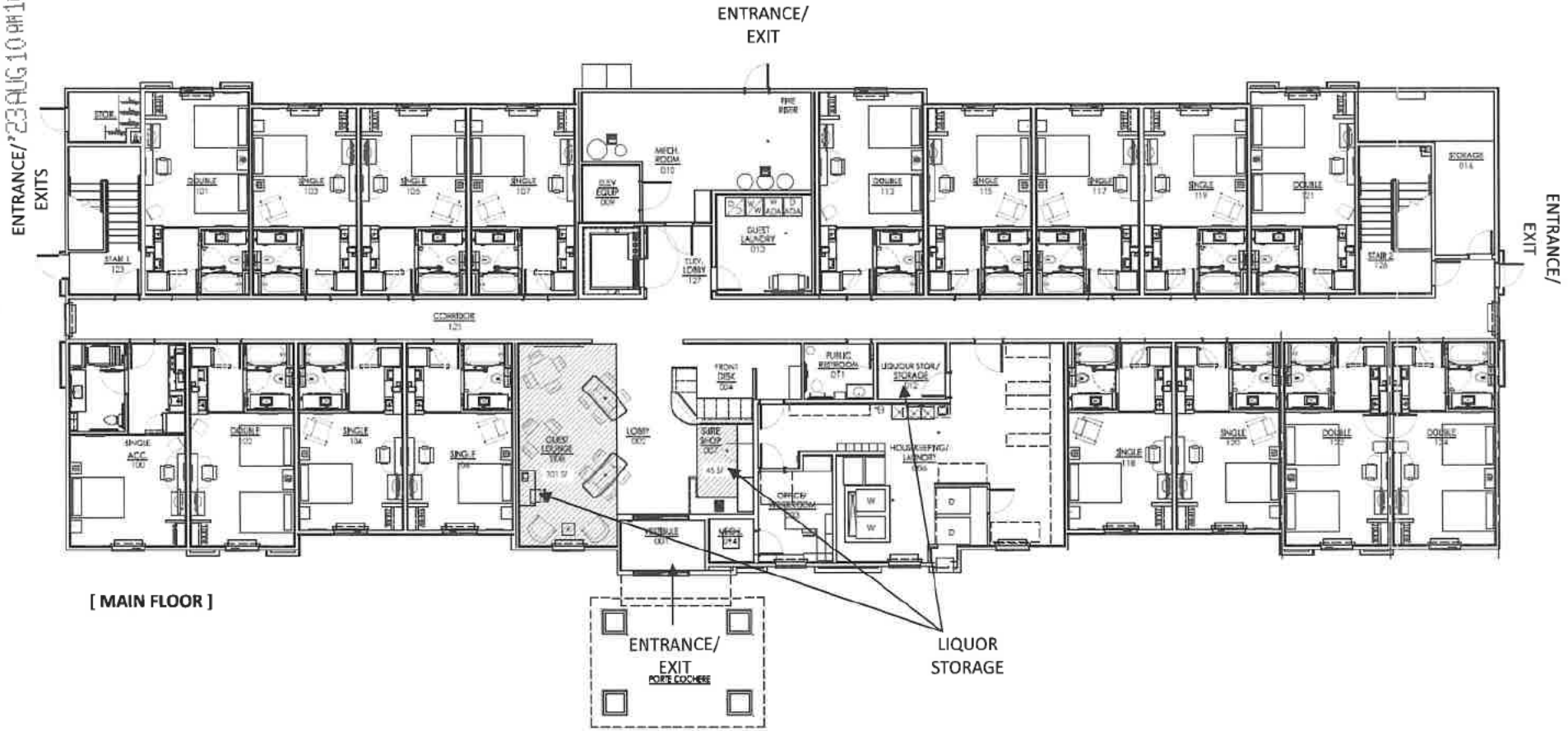
QUESTIONS & ANSWERS

006 Bar

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   COYOTE TRAIL ELEMENTARY SCHOOL- 1.19 MILES
   8000 N SILVERBELL RD TUCSON, AZ 85743
3) Are you one of the following? Please indicate below.
   Property Tenant
   Sub-tenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Management Company
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   PIMA COUNTY
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   04/01/2024

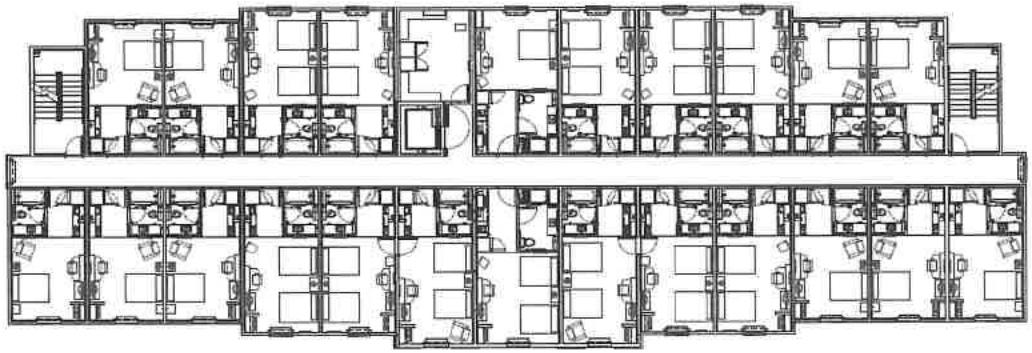
My Place Hotel Marana
8530 N. Joplin Lane
Tucson, AZ 85742
42,345 SF (4 floors)

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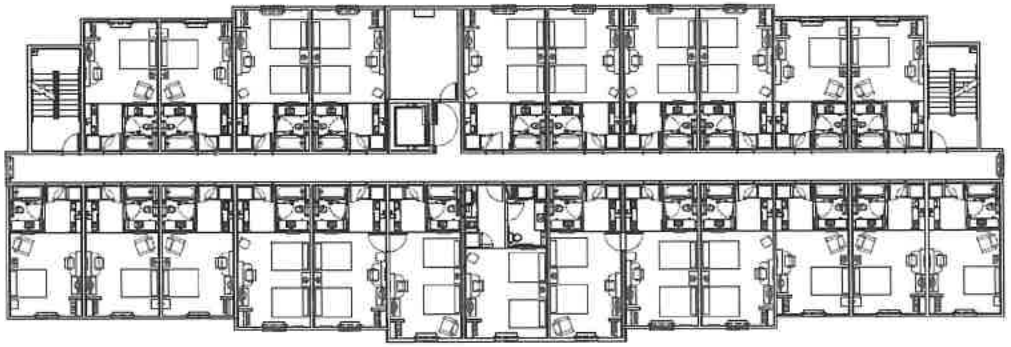


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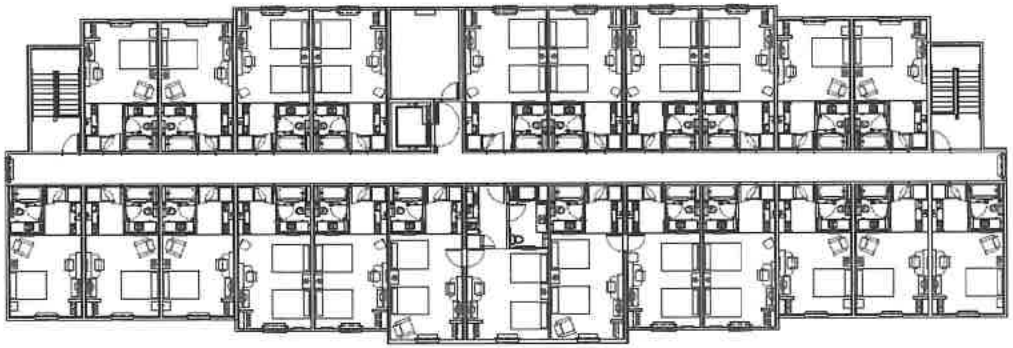
SEOND FLOOR

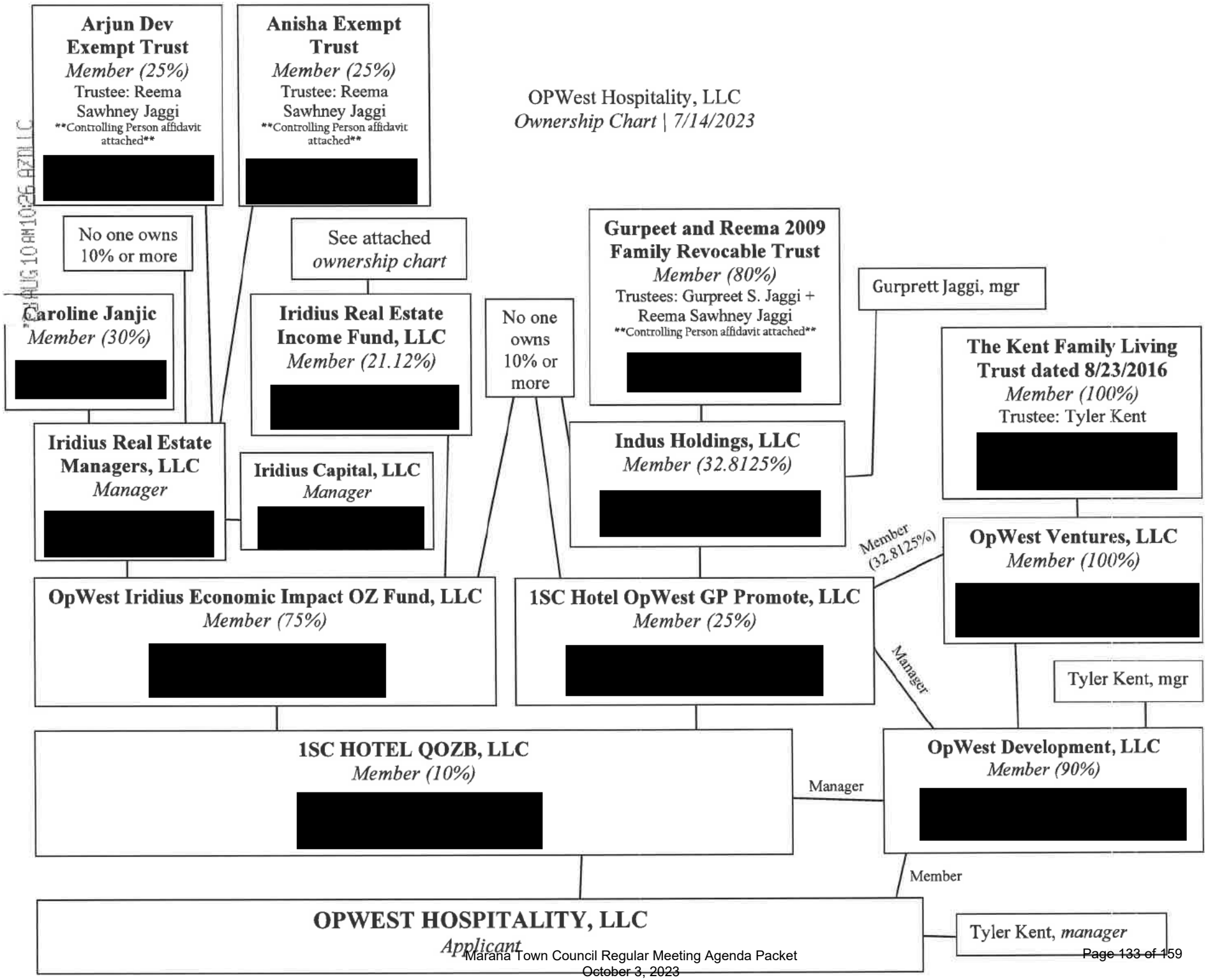


THIRD FLOOR



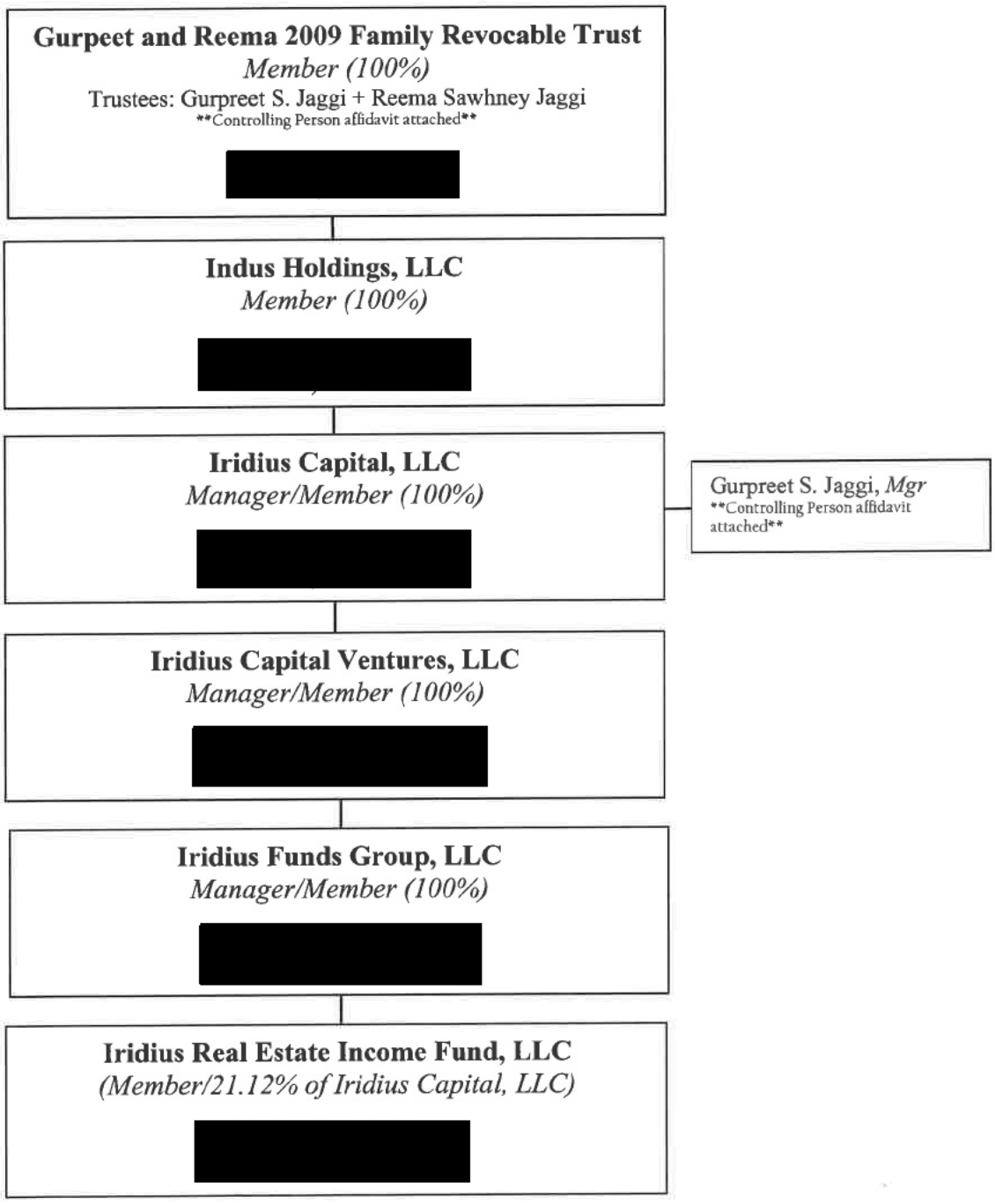
FOURTH FLOOR




OPWest Hospitality, LLC
Ownership Chart | 7/14/2023
Arjun Dev Exempt Trust
Member (25%)
Trustee: Reema Sawhney Jaggi
Controlling Person affidavit attached
Anisha Exempt Trust
Member (25%)
Trustee: Reema Sawhney Jaggi
Controlling Person affidavit attached
No one owns 10% or more
See attached ownership chart
Caroline Janjic
Member (30%)
Iridius Real Estate Income Fund, LLC
Member (21.12%)
No one owns 10% or more
Gurpeet and Reema 2009 Family Revocable Trust
Member (80%)
Trustees: Gurpreet S. Jaggi + Reema Sawhney Jaggi
Controlling Person affidavit attached
Gurprett Jaggi, mgr
The Kent Family Living Trust dated 8/23/2016
Member (100%)
Trustee: Tyler Kent
Iridius Real Estate Managers, LLC
Manager
Iridius Capital, LLC
Manager
Indus Holdings, LLC
Member (32.8125%)
Member (32.8125%)
OpWest Ventures, LLC
Member (100%)
OpWest Iridius Economic Impact OZ Fund, LLC
Member (75%)
1SC Hotel OpWest GP Promote, LLC
Member (25%)
Manager
Tyler Kent, mgr
1SC HOTEL QOZB, LLC
Member (10%)
Manager
OpWest Development, LLC
Member (90%)
Member
OPWEST HOSPITALITY, LLC
Applicant
Tyler Kent, manager

'23 AUG 10 AM 10:26 AZDLLC

OPWest Hospitality, LLC
Ownership Chart continued
(Iriduius Real Estate Income Fund, LLC)



'23 AUG 10 AM 10:26 AZDLLC

APPLICANT/CONTROLLING PERSON AFFIDAVIT

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

Type or Print with Black Ink

BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization: OPWEST HOSPITALITY, LLC
Affidavit of: TYLER ALES KENT
Position/Title: MANAGER/TRUSTEE
State of: Arizona **AZ Corp./L.L.C. #:** 23466619
County of: Maricopa **State Incorporated:** AZ
I, (Print Full Name) TYLER ALES KENT **Declares:**

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

Name and title of such individuals are as follows (or list attached):

1) TYLER ALES KENT | Manager/Trustee
2)
3)
4)

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

Such members and positions, along with date and place of birth, are as follows (or list attached):

1) CAROLINE JANJIC | Member | 7/13/1982 | Neenah, WI
2) GURPREET S. JAGGI | Trustee | 5/27/1966 | Ranchi, India
3) REEMA SAWHNEY JAGGI | Trustee | 6/29/1971 | Chennai, India
4)

3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

Declaration:

I, (Print Name) TYLER ALES KENT, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Tyler Kent
Signature

'23 AUG 10 AM 10:26 AZDLLC

CSR:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	234872
Date Accepted:	8/29/23
CSR:	CA

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

Type or Print with Black Ink

License Number: LOTTERY #6 | LL2210060009

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → [X] **Agent** [ ] **Controlling Person**

2. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: ARIZONA

4. Place of birth: [redacted] (City / State / COUNTRY) Height: [redacted] Weight: [redacted] 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 bonafide resident of Arizona? Yes [X] No [ ] If yes, what is your date of residency? 04/1961

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: MY PLACE HOTEL MARANA Business Phone: PENDING

9. Premises Address: 8530 N. JOPLIN LANE (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85742 (Zip)

'23 AUG 10 AM 10:26 AZDLLC

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of 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
			[redacted]

(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	Street	City	State	Zip
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 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 summons 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

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: _____ **Date:** 08/07/2023

7/21/2022

Individuals requiring ADA accommodations please call (602)542-2999

'23 AUG 10 AM 10:26 AZDLLC

ALIEN STATUS
RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No - If **yes**, indicate place of birth:

City MANKATO State MN **COUNTRY** USA

If you answered **Yes**, 1) Attach a legible copy of a document from the list below.

2) Name of document: AZ DRIVERS LICENSE

If you answered **No**, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.
2. A driver license issued by a state that verifies lawful presence in the UnitedStates.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

13. A foreign national not physically present in the United States.

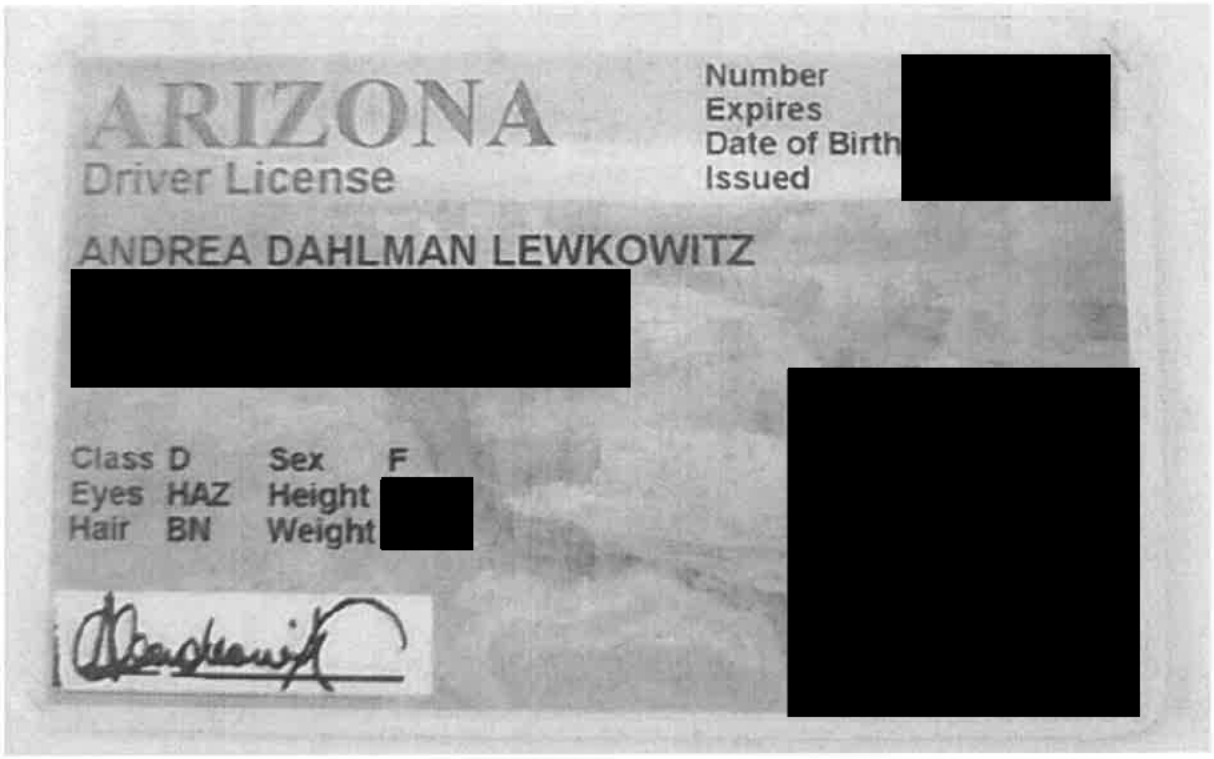
14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

ANDREA DAHLMAN LEWKOWITZ		08/07/2023
Print Name	**Signature**	**Date**

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CSR:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	254872
Date Accepted:	8/24/23
CSR:	CA

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

Type or Print with Black Ink

License Number: LL2210060009 | SERIES 6

805. 414

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. **Check the Appropriate Box** → ☐ Agent ☑ Controlling Person

2. Name: KENT (Last) TYLER (First) ALES (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: ARIZONA

4. Place of birth: [redacted] (City / State / COUNTRY) Height: [redacted] Weight: [redacted] Eyes: HZL Hair: BRN

5. Name of current/most recent spouse: KENT (Last) KATHERINE (First) ERIN (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 06/01/1987

7. Daytime telephone number: [redacted] Email address: [redacted]

8. Premises Name: MY PLACE MARANA Business Phone: PENDING / / /

9. Premises Address: 8530 N. JOPLIN LANE (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85742 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2018	CURRENT	MANAGING DIRECTOR	OpWest Partners, [redacted]

(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	Street	City	State	Zip
12/2020	CURRENT	[redacted]			
10/2013	12/2020				

(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 and 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 summons 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

I, (Print Full Name) TYLER ALES KENT hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ Date: 6/21/23

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CSR:
Amount:

PREMISES MANAGER QUESTIONNAIRE

DLLC USE ONLY	
Job #:	254878
Date Accepted:	8/24/23
CSR:	CA

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

Type or Print with Black Ink

License Number: Series 6 | LL2210060009

825.422

ATTENTION APPLICANT: This is a legally binding document. 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 will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Name: JOHNSON (Last) MAJOR (First) N/A (Middle) Birth Date: [redacted] (NOT a public record)

2. Social Security #: [redacted] Driver's License #: [redacted] State Issued: ARIZONA

3. Place of birth: [redacted] (City State COUNTRY) Height: [redacted] Weight: [redacted] Eyes: BRN Hair: BLK

4. Name of current/most recent spouse: _____ (Last First Middle) Birth Date: ___/___/___ (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 10/30/2001

6. Daytime telephone number: [redacted] Email address: [redacted]

7. Premises Name: MY PLACE HOTEL MARANA Business Phone: PENDING / ____

8. Premises Address: 8530 N. JOPLIN LANE (Street (do not use PO Box)) TUCSON (City) AZ (State) PIMA (County) 85742 (Zip)

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
06/2023	CURRENT	GENERAL MANAGER	My Place Hotel
10/2014	06/2023	GENERAL MANAGR	Extended Stay America [redacted]
02/2020	05/2023	NIGHT AUDITOR	MK Hotel/Best Western [redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

10. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*

FROM Month/Year	To Month/Year	Street	City	State	Zip
03/2014	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11.	Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years?	Yes ☒	No ☐
12.	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 ☑
13.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210*	Yes ☐	No ☑
14.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes ☐	No ☑
15.	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 ☑
16.	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 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

I, (Print Full Name) MAJOR JOHNSON **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Signature: M. Johnson **Date:** 7-27-23

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

Print Name: ANDREA DAHLMAN LEWKOWITZ **Signature:** [signature] **Date** 8/15/23

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Certificate #664306

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Major Johnson
Full Name (please print)

M. Johnson
Signature

07-21-2023
Training Completion Date

07-20-2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Robert V Graham
Instructor Signature

21 / 07 / 2023
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

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Certificate #664306

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Major Johnson
Full Name (please print)

M. Johnson
Signature

07-21-2023
Training Completion Date

07-20-2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F)

Robert V Graham
Instructor Signature

21 / 07 / 2023
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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July 11, 2013

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ASSET MANAGEMENT AGREEMENT

THIS ASSET MANAGEMENT AGREEMENT (the "Agreement") is entered into by Opwest Hospitality LLC, an Arizona limited liability company (the "Asset Manager") and MP1 Tucson LLC, a Delaware limited liability company (the "Owner"), effective as of June 6, 2023 (the "Effective Date").

ARTICLE 1
ENGAGEMENT OF ASSET MANAGER

1.1 **General Engagement.** Owner hereby engages Asset Manager as an independent contractor to provide the services set forth in this Agreement for hospitality asset management for that certain real property located in Tucson, AZ. commonly known as the Landing Hotel at 4690 S. Calle Santa Cruz ("Asset"). The Asset Manager shall in good faith provide the services set forth in this Agreement in accordance with normal and prudent practices in the real estate and hospitality industry and, subject to the terms of this Agreement, shall have the authority to take all actions necessary or appropriate to fulfill its obligations.

ARTICLE 2
COMPENSATION

2.1 **Fees.** Owner shall pay to Asset Manager, as the exclusive compensation for the services to be rendered by Asset Manager hereunder,
from the operations of the Asset (the "Asset Management Fee").

2.2 **Payment**. Payment of the Asset Management Fee shall commence when the Asset is generating gross revenues from its operations, shall be paid by the Owner to the Asset Manager monthly, and may be deducted by Asset Manager from the Asset's operating account. The Asset Management Fee shall accrue any time the Asset Manager determines that the Asset is not generating sufficient gross revenues to pay the Asset Management Fee.

2.3 Once the Asset Manager reasonably determines that the gross revenues are sufficient to pay any accrued and unpaid portion of the Asset Management Fee, the payment of such Asset Management Fee shall resume, and any accrued and unpaid portion of the Asset Management Fee shall be paid. Such fees shall represent full compensation for all of Asset Manager's services and expenses incurred in the performance hereof, unless otherwise expressly provided in this Agreement or approved in writing by Owner.

ARTICLE 3
ASSET MANAGEMENT SERVICES

Asset Manager's principal duties will entail overseeing the activities of a property manager in managing the day-to-day activities of the Asset, which shall include, but not be limited to, the following:

3.1 **Engaging the Property Manager**. The Asset Manager shall, in accordance with the Business Plan, cause Owner to enter into a property management agreement with a property manager to act as Owner's agent (the "Property Manager") to manage the day-to-day operation of

the Asset. Asset Manager shall monitor the Property Manager's performance thereunder; review reports concerning operation of the management of the Asset; consolidate and forward the same to Owner; and enforce the Property Management Agreement. Asset Manager may delegate performance of its duties hereunder to the Property Manager when Asset Manager deems the same to be appropriate. Notwithstanding any such delegation of duties and responsibilities, Asset Manager shall oversee the actions of Property Manager to cause compliance with the terms and provisions of this Agreement and Asset Manager shall remain primarily responsible and liable to Owner under this Agreement for the performance of all such delegated duties and responsibilities. In any event, Asset Manager will always monitor activities of Property Manager and review actual monthly income and expenses of the Asset, collected revenues, and incurred operating expenses, comparing actual results to the relevant operating budget, and report the same to Owner.

3.2 **Employees**. Asset Manager shall use best efforts to ensure: (i) that Property Manager, in the discharge of its duties, hires, supervises and discharges such property management employees or such other firms, corporations or persons as may be engaged by the Property Manager pursuant to the provisions of the Property Management Agreement; and (ii) that in any and every event all such employees, firms, corporations or persons are retained by the Property Managers as its employees, agents or independent contractors, respectively, and not as employees or agents of Owner or Asset Manager.

3.3 **Operating Budget**. As soon as the Asset has tenants that are occupying the Asset, Asset Manager shall review the annual operating budget (the "Operating Budget") for the Asset and shall approve and recommend implementation to Owner by December 1 of the year immediately preceding the calendar year addressed in such proposed Operating Budget. Asset Manager shall review the proposed Operating Budget with Owner. Owner thereafter will provide Asset Manager with written or electronic notice of approval of the Operating Budget as it is approved. If Owner does not approve a proposed Operating Budget within ten (10) business days following its submittal, then (i) in the event such proposed Operating Budget is the first proposed Operating Budget for the Asset, it shall be deemed to be approved as submitted, or (ii) in the event the Asset already has been operated pursuant to an approved Operating Budget, Asset Manager shall continue to manage the Asset in accordance with the most recently approved Operating Budget. Owner may modify the Operating Budget at any time upon written notice to Asset Manager, except as such modification would be prohibited under any loan documents for the Asset or any other contract for the Asset.

3.4 **Financial Reports**. Assisting Owner by reviewing and presenting performance assessments to Owner for monthly financial statements and annual financial statements for the hotel.

3.5 **Operating Budgets**. Assisting Owner by reviewing and providing a comprehensive analysis to Owner with respect to the annual operating budget.

3.6 **Casualty Insurance Review**. Assisting Owner in surveying the insurable risks of the Asset, determining levels of insurance coverage for the completed improvements of the Asset, and procuring insurance coverage in accordance with Owner's instructions for the completed improvements of the Asset.

3.7 **Liquor Licensing & Oversight.** The Asset Manager shall represent Owner in procurement, management, and oversight of all liquor licensing and liquor management for the property.

3.8 **Tax Obligations.** The Asset Manager shall, subject to the availability of funds, ensure that Property Manager pays tax obligations on time and in full. In addition, Asset Manager will review existing assessed valuations of the Asset for ad valorem tax purposes and implement plans to reduce assessed valuations, where appropriate.

3.9 **Loan Obligations**. The Asset Manager shall, subject to the availability of funds, ensure that Property Manager pays loan obligations on time and in full.

3.10 **Repairs and Capital Improvements**. The Asset Manager shall advise Owner of any repairs or capital improvements to the Asset that, in Asset Manager's professional judgment, are necessary but are not provided for in the current Operating Budget. Upon receipt of Owner's written or electronic approval of such repairs or capital improvements, Asset Manager shall cause them to be completed. Notwithstanding the foregoing, Asset Manager shall be approved to make such reasonable repairs and capital improvements as required under any loan documents for the Asset.

3.11 **Regulatory Compliance Review**. Assisting Owner (if requested) in (a) reviewing the Asset to assure compliance with applicable governmental regulations, land use planning, and housing finance corporations (including environmental regulations and the Americans With Disabilities Act); (b) subject to Owner's budgetary constraints, implementing a program to bring any non-compliance with respect to the Asset into compliance with applicable regulations; and (c) implementing a program to monitor continuing compliance with governmental regulations.

3.12 **Disposition Services**. The Asset Manager shall act as Owner's agent in the disposition of the Asset in accordance with the Owner's business strategy. Asset Manager shall be primarily responsible for negotiating disposition agreements and for consummating approved dispositions, but Owner shall have the sole authority to execute agreements therefor.

3.13 **Legal Services**. Asset Manager is authorized to engage attorneys as necessary to provide legal services in connection with the day-to-day operation of the Asset, including enforcement of leases and contracts; review of contracts, leases, and other documents; and defending legal actions.

3.14 **Financing Services**. From time-to-time Asset Manager shall act as Owner's agent in financing or refinancing indebtedness with respect to the Asset. Asset Manager shall make recommendations to Owner concerning terms and conditions of any financing or refinancing and the lender(s) to provide the same, shall negotiate the terms thereof and shall assist in consummating the transactions, but Owner shall have the sole authority to execute the requisite agreements therefore.

3.15 **Books and Recordkeeping**. Asset Manager shall ensure that Property Manager complies with any contractual obligations to Owner to prepare and maintain, for inspection by Asset Manager and Owner's independent certified public accountants and affiliates of Owner's internal staff, complete and accurate books of account and other records of all transactions related

to the Asset, including, but not limited to, vouchers, statements, receipted bills and invoices and all other records, in such form as Owner may reasonably require, covering all collections, disbursements, correspondence and other data, in such form as may be necessary to enable the comparison of current profit, loss and operating expenses to budgets and the preparation of narrative reports on any factors of significance to Owner and audited annual financial statements as to the state of business and affairs of Owner, including operating statements and balance sheets. All such accounts and records relating to the Asset shall be the property of Owner and, upon a termination of the appointment of the Property Manager, Asset Manager will use best efforts to ensure such accounts and records shall be surrendered to Owner without charge.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ASSET MANAGER

Asset Manager represents and warrants to Owner that:

4.1 **Due Organization/Registration**. Asset Manager is duly organized, validly existing and in good standing under the laws of its state of organization.

4.2 **Power and Authority**. Asset Manager has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Asset Manager and no other proceedings on the part of Asset Manager are necessary to authorize this Agreement.

4.3 **No Violation**. Neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Asset Manager with any provisions hereof will:

(1) violate any provision of the organizational documents of any Asset Manager;

(2) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Asset Manager; or

(3) violate, conflict with, constitute a default under, permit the termination of, or require the consent of any person under, any agreement to which Asset Manager may be bound, which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities, or condition, financial or otherwise, of Asset Manager.

ARTICLE 5
TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution and delivery of this Agreement and continue until the Owner has sold the Asset, subject to the earlier termination of this Agreement as provided for herein.

ARTICLE 6
TERMINATION OF AGREEMENT

6.1 **Termination By Asset Manager**. Asset Manager, at any time during the term of this Agreement, may terminate this Agreement, with or without cause, upon not less than sixty (60) days prior written notice to Owner; provided, however, Asset Manager may not terminate this Agreement if such termination would cause a breach or default of any other agreement (excluding any agreements with affiliates of Asset Manager) to which Owner is a party. Asset Manager shall be entitled to payment of the Asset Management Fee that has accrued and not yet been paid through the date of such termination.

6.2 **Termination By Owner**. At the option of Owner, this Agreement may be terminated immediately by delivery of written notice by Owner to Asset Manager the occurrence of any of the following events (when so terminated "Termination for Cause"):

(1) Any failure by Asset Manager to observe or perform any provision, covenant, obligation, duty or covenant of this Agreement to be observed or performed by Asset Manager, which failure continues for thirty (30) days after written notice thereof by Owner;

(2) Asset Manager commission of fraud, gross negligence, or a felony involving moral turpitude in connection with the performance of its duties hereunder;

(3) If Asset Manager shall be adjudged bankrupt or insolvent by a court of competent jurisdiction, or any order shall be made by a court of competent jurisdiction (a) for the appointment of a receiver, liquidator or trustee of Asset Manager or of all or substantially all of its property by reason of the foregoing, or (b) which approves any petition filed against Asset Manager for its reorganization, and such adjudication or order has not been stayed or discharged pending appeal within thirty (30) days of its entry;

(4) If Asset Manager shall institute proceedings for voluntary bankruptcy or shall file a petition seeking reorganization under the federal bankruptcy laws, or for relief under any law for the relief of debtors, or shall consent to the appointment of a receiver, or shall make a general assignment for the benefit to its creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(5) If any governmental authority, court, or self-regulatory authority shall withdraw, suspend or revoke or declare invalid any license, charter, authorization or registration required or necessary for the conduct by Asset Manager of any material portion of its business and such action has not been stayed or discharged pending appeal within sixty (60) days of its entry;

Upon Termination for Cause as specified in this Section 6.2, Asset Manager shall give written notice thereof to the staff of the Asset promptly that this Agreement has been terminated. In addition, Asset Manager shall be entitled to payment of the Asset Management Fee that has accrued and not yet been paid through the date of such termination.

ARTICLE 7
MISCELLANEOUS

7.1 **Governing Law.** This Agreement is executed pursuant to, and will be construed under and governed exclusively by, the laws of the State of Arizona, without reference to its conflict of laws.

7.2 **Amendment; Waiver.** Except as expressly provided in this Agreement, this Agreement may only be amended by unanimous written agreement of the Asset Manager and both general partners of the Owner. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

7.3 **Notices and Demands.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given and received (i) on the next business day after date of service if personally served on the party to whom notice is to be given, (ii) on the second business day after the date of the postmark of deposit if mailed to the party to whom notice is to be given, by first class United States mail, registered or certified, postage prepaid, properly addressed as set forth below and return receipt requested, (iii) on the next business day after deposit with a nationally recognized private express courier service, proof of receipt and delivery and guaranteed "same day" or "next day" delivery, and properly addressed as set forth below, or (iv) on the next business day after delivery by e-mail, addressed as set forth below, but only if a copy of such notice is also deposited on the next business day for delivery by United States mail in accordance with clause (ii) above:

If to Asset Manager:
Opwest Hospitality
6900 E Camelback Rd #902
Scottsdale, AZ 85251
Attention : Tyler Kent
tk@opwestpartners.com

If to the Owner:
MP1 Tucson LLC
6900 E Camelback Rd #902
Scottsdale, AZ 85251
Attention : Annabelle Vance
E-mail : av@opwestpartners.com

with a copy to:
Thrasher Law Offices
1785 E Skyline Dr
Tucson, AZ 85718
Attention : Matt Thrasher
E-mail : matt@thrasherpllc.com

Either party may designate other addresses to which notice may be sent, upon written notice sent to the other party in accordance with this Section 7.3. Notice to an attorney is not complete until that party has verified actual receipt or confirmed the address with the State Bar of Arizona.

7.4 **No Assignment.** This Agreement and all rights hereunder, shall not be assignable by either party hereto, except by written agreement of both parties.

7.5 **Integration.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith.

7.6 **Execution in Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts of the Agreement, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

7.7 **Severability.** If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby. Every provision of this Agreement is intended to be severable.

Remainder of Page Intentionally Left Blank

'23 AUG 10 AM 10:27 AZDLLC

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the 6th day of June, 2023.

ASSET MANAGER

Opwest Hospitality LLC,
an Arizona limited liability company

By: _____
Name: Tyler Kent
Its: Manager

OWNER

MP1Tucson LLC, a Delaware limited liability company

By: Opwest Development LLC,
an Arizona limited liability company
Its: Manager

By: _____
Name: Tyler Kent
Its: Manager

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 09 / 01 / 23 Date of Posting Removal: 9 / 20 / 23

Applicant's Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 8530 N Joplin Ln (Street) Tucson (City) 85741 (Zip)

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

JR Burns (Print Name of City/County Official) | Housing Rehabilitation Specialist (Title) | (520) 990-2496 (Phone Number)

Signature | 9/6/23 (Date Signed)

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 254872 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2023-11

Licensed establishment that will be operating 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.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 3 (Day) of October (Month), 2023 (Year) considered the application of Andrea Dahlman Lewkowitz (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application 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 85007.

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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