MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 2, 2024, 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 April 2, 2024, 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 the Week of the Young Child (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Community; presentation, discussion, and possible direction regarding recent activities of the Pinal Partnership (Tony Smith)

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 Approval of Study Session Summary Minutes of March 12, 2024 and of Regular Meeting Summary Minutes of March 20, 2024 (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 #012 Restaurant liquor license submitted by Bertha Judith Leatherman Contreras on behalf of Tio Ben's Mexican Grill, located at 3682 West Orange Grove Road Suite 146, Tucson, Arizona, 85741 (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING Ordinance No. 2024.010: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-11 (Blended-use (BU)) and Section 17-4-12 (Downtown Marana overlay (DO)) to correct erroneous cross references; and declaring an emergency (Jane Fairall)

A2 PUBLIC HEARING Resolution No. 2024-029: Relating to Development; amending the infrastructure improvements plan supporting development impact fees for streets facilities and the streets facilities development fee report by renaming the project identified as "Adonis Road" as "Adonis Road/Mandarina Blvd" without changing the amount of the streets impact fees or the level of service (Fausto Burruel)

A3 Resolution No. 2024-030: Relating to Water and Wastewater; approving and authorizing the Mayor to sign reconciliation agreements for construction of water and sewer facilities under private contract with Mandarina Holdings, LLC for the Mandarina development (David L. Udall)

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)

D2 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

D3 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2024/2025 budget, including proposed budget initiatives and expenditures (Terry Rozema)

EXECUTIVE SESSIONS

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

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

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: 04/02/2024

Date: April 2, 2024

Subject: Proclamation Recognizing the Week of the Young Child (David L. Udall)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing the Week of the Young Child

WHEREAS, all of Arizona's children deserve access to quality Early Care and Education (ECE) environments; and

WHEREAS, quality child care programs build children's lifelong learning skills during the critical years from birth to age five; and

WHEREAS, ECE teachers and child care providers are the essential workforce that helps Arizona parents get to work or school; and

WHEREAS, funding quality child care is a smart investment that improves family well-being, strengthens communities, and grows our state's prosperity; and

WHEREAS, First Things First, Arizona Association for the Education of Young Children, Southern Arizona Association for the Education of Young Children, and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 53rd anniversary of the Week of the Young Child; and

WHEREAS, these organizations are working to improve equitable early childhood opportunities that provide a strong start for children in Marana; and

WHEREAS, public policies that support ECE for Arizona's youngest learners help our families, communities, and the economy thrive.

NOW, THEREFORE, I, Ed Honea, Mayor of the Town of Marana, do hereby proclaim April 6 – 12, 2024, as the Week of the Young Child in Marana and encourage all citizens to support Early Care and Education in our community.

Dated this 2nd day of April, 2024.

ATTEST:

David L. Udall, Town Clerk

Ed Honea, Mayor

Council-Regular Meeting **P1**

Meeting Date: 04/02/2024

To: Mayor and Council

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

Date: April 2, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Community; presentation, discussion, and possible direction regarding recent activities of the Pinal Partnership (Tony Smith)

Discussion:

The Pinal Partnership was established in 2005 to bring together people and ideas to help Pinal County reach its full potential. The organization's President and Chief Executive Officer, Mr. Tony Smith, will provide the Town Council with an update regarding the activities of the Pinal Partnership, including a review of updated Pinal County maps that depict the latest road systems, major economic facilities, education centers, and more.

Staff Recommendation:

Presentation only.

Suggested Motion:

No motion is necessary.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 04/02/2024

To: Mayor and Council

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

Date: April 2, 2024

Subject: Approval of Study Session Summary Minutes of March 12, 2024 and of Regular Meeting Summary Minutes of March 20, 2024 (David L. Udall)

Attachments

Study Session Summary Minutes, 03/12/2024

Regular Council Meeting Summary Minutes, 03/20/2024

MARANA TOWN COUNCIL
STUDY SESSION
11555 W. Civic Center Drive, Marana, Arizona 85653
Second Floor Conference Center, March 12, 2024, 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 6:00 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

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

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Transportation; presentation by Kittelson & Associates providing an update and recommendations related to the Town of Marana Transportation Master Plan; discussion and possible direction regarding the final Master Plan document (Fausto Burruel)

Public Works Deputy Director Jennifer Flood introduced the topic and its presenters, **Vamshi Yellisetty** and **Phillis Huegel, Senior Principal Planner and Principal Planner,** respectively, at **Kittleson & Associates**. **Ms. Flood** informed the Council that this was the final presentation on the Transportation Master Plan, and that the plan would be finalized and likely be ready for adoption in April of this year.

Ms. Huegel began her presentation by outlining the Town's population history since its incorporation in 1977. She highlighted changes in the Town since the 2001 Transportation Master Plan and presented on estimated future population projections. She then showed a slide depicting what Marana's projected transportation conditions could look like in 2055 if no roadway improvements are made. **Ms. Huegel** shared the results of the Transportation Master Plan survey and survey results. She also provided survey information and recommendations related to multimodal enhancements in the Town.

Mr. Yellisetty explained key findings resulting from the study and detailed options and recommendations for each transportation sector, as set forth in the presentation slides.

A copy of the presentation slides is on file with the Town Clerk's Office. Clarifying questions were asked and answered throughout the presentation. For more detailed information, including maps, images, and charts, please see the presentation slides.

Regarding a portion of the presentation related to recommended Ina Road improvements on a portion of Ina Road, **Council Member Ziegler** commented that Ina Road is currently congested. **Mr. Yellisetty** said that a part of Ina Road is congested and that improvements were recommended in those areas as part of the Master Plan. **Mr. Rozema** highlighted that part of the reason for the current congestion on Ina Road is due to Orange Grove Road being closed.

Regarding the options presented to alleviate traffic congestion on the Tangerine Interchange (e.g., full interchange on Avra Valley Road, etc.), **Mr. Rozema** asked what the environmental concerns consisted of. **Mr. Yellisetty** and **Ms. Flood** said one of the concerns was that the area involved consisted of a major wildlife corridor. **Vice Mayor Post** expressed concern that it would be an expensive project.

Regarding the recommended Tortolita Interchange, **Council Member Craig** commented that it did not seem worth the expense to construct the Tortolita Interchange if the Arizona Department of Transportation (ADOT) required improvements to the Pinal Airpark Interchange. **Mr. Yellisetty** said the Tortolita Interchange is developer driven and therefore that much of the cost would be borne by the developer of Tortolita.

Council Member Ziegler recommended connecting Dove Mountain Boulevard to Interstate 10. **Mr. Rozema** commented that there may be community members who would not be in favor of such a project.

Mayor Honea expressed concern at the cost associated with all of the recommended projects. He said the plan may be a best-case scenario from a planning perspective, but not from a funding perspective, and said the focus from a funding perspective needed to be on immediate needs. **Mr. Yellisetty** said that the plan is designed to assist with project timing.

Mayor Honea said he didn't see anything in the presentation regarding Silverbell Road, and said efforts should be made to make it a four-lane, all-weather roadway from Marana until the inner part of Tucson so as to act almost as a second freeway. **Mr. Yellisetty** said a lot of the two-lane segments of Silverbell were out of Marana's jurisdiction and that the modeling shows that improvements to Silverbell would not be sufficient to reduce traffic congestion.

Council Member Kai asked if ADOT would bear the cost of frontage road improvements on both sides of Interstate 10 and asked if the Town should pursue that option to alleviate freeway congestion during closures related to interchange improvements. **Mr. Yellisetty** said that construction responsibilities were beyond the scope of the current master plan study efforts, but he said that steps would need to be taken to find opportunities in collaboration with ADOT.

Ms. Flood said the master plan is intended to provide overall guidance moving forward over the next twenty years with the overall goal of reducing congestion as the Town continues to grow.

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. There were no future agenda items requested.

ADJOURNMENT

Mayor Honea asked for a motion to adjourn the meeting.

Vice Mayor Post and Council Member Kai moved to adjourn the meeting. Motion passed, 7-0. Meeting adjourned at 7:04 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council Study Session Meeting held on March 12, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 20, 2024, 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. **Council Member Craig** and **Council Member Comerford** were absent. All other 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 Kai moved to approve the agenda as presented. Vice Mayor Post seconded the motion. Motion passed, 5-0.

CALL TO THE PUBLIC

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Ziegler, Council Member Kai, and **Mayor Honea** praised the Town's recent Founders' Day signature event held on March 16, 2024. **Council Member Kai** said he was glad to see **Congressman Juan Ciscomani** in attendance at the event.

Mayor Honea said he attended **Representative Ciscomani's** press conference with the Mayor of Sahuarita. He said **Representative Ciscomani, State Senator Justine Wadsack,** and **State Representative Cory McGarr** would be in attendance at Marana's upcoming State of the Town event.

Vice Mayor Post said the accumulation of trash along Avra Valley Road needed to be addressed and asked Town staff to take steps to work with Waste Management to address it. **Mr. Rozema** said the Town would work with Waste Management to address it.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema said the Town has issued 93 single-family residential permits so far for the month of March. Last March, there were 60 total permits issued. He provided an update on the construction of the Community Center and Aquatics Center and on the construction of the CalPortland segment of the shared use path. He also said the Crossroads at Silverbell District Part courts will be closed for resurfacing on April 1 through April 26.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2024.007: Relating to Administration; amending Marana Town Code Title 3 (Administration), Chapter 3-2 (Establishment, compensation, and powers and duties of town officers); revising Section 3-2-4 (Town clerk) to provide that the town clerk shall delegate the duties of treasurer to the Town's finance director and to remove from the town clerk's duties the duty to serve as the town marshal; adding new section 3-2-8 (Town marshal) to designate town officers to serve as the town marshal; and designating an effective date (David L. Udall)

C2 Ordinance No. 2024.008: Relating to Municipal Court; amending Marana Town Code Title 5 (Marana Municipal Court), Chapter 5-6 (Fees); revising Section 5-6-1 (Fee schedule for court costs) to allow the town treasurer to invest court improvement fund

monies instead of mandating such investment; and designating an effective date (David L. Udall)

C3 Ordinance No. 2024.009: Relating to Police; amending Marana Town Code Title 4 (Police Department), Chapter 4-1 (Police department); revising Section 4-1-5 (Duties of chief of police) to remove from the chief of police's duties the duty to collect license fees levied within the Town; and designating an effective date (David L. Udall)

C4 Resolution No. 2024-021: Relating to Administration; approving and authorizing the Mayor to execute Amendment Three to the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

C5 Resolution No. 2024-022: Relating to Development; approving a release of assurances for Breakers 40 and accepting public improvements for maintenance (Jason Angell)

C6 Resolution No. 2024-023: Relating to Development; approving a release of assurances for Saguaro Bloom 7B and accepting public improvements for maintenance (Jason Angell)

C7 Resolution No. 2024-024: Relating to Marana Regional Airport; approving and authorizing the Town Manager to execute an Airport Development Reimburseable Grant Agreement in the amount of $17,355.00 between the State of Arizona, by and through the Department of Transportation (ADOT), and the Town of Marana for the purpose of aiding in financing the Automated Weather Observing System (AWOS) Replacement project (Grant No. E4F1C 01C) (Fausto Burruel)

C8 Resolution No. 2024-025: Relating to Marana Regional Airport; approving and authorizing the Mayor to sign a Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the Airport as an air tanker base for fire suppression activities during fire season (David L. Udall)

C9 Resolution No. 2024-026: Relating to Public Works; Authorizing the Town Manager to sign joint trench agreements on behalf of the Town of Marana for Tangerine Road Corridor Project - Phase 2A (Libby Shelton)

C10 Resolution No. 2024-027: Relating to Real Estate; approving and authorizing the Town Manager to execute a License Agreement with Chasse Building Team, Inc. for use of Town-owned property located adjacent to N. Marana Main Street situated between W. Civic Center Dr. and W. Grier Rd., for a construction staging area (Libby Shelton)

C11 Approval of Regular Council Meeting Summary Minutes of March 5, 2024 (David L. Udall)

Council Member Ziegler moved to approve the consent agenda. Vice Mayor Post seconded the motion. Motion passed, 5-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2024-028: Relating to Real Property; approving and authorizing the Mayor to execute the Right of Entry and Settlement Agreement with Mandarina Holdings, LLC regarding the Town's use of property located in the Mandarina development as a public parking lot (Jane Fairall)

Town Attorney Jane Fairall presented on this item. She explained that in April of 2021, the Town constructed a temporary parking lot for the Central Arizona Project (CAP) trailhead. She said the Town intended to build the parking lot within the Town's right-of-way for Adonis Road, but that around an acre of the project ended up being built on Mandarina Holdings, LLC's property without their permission. **Ms. Fairall** said Town staff recently discovered the error, and that the proposed agreement would give the Town a right of entry to go onto the property to remove the encroachments, consisting of paving, bollards, and other improvements, and would compensate Mandarina for the three years the Town used the property. Total compensation would be in the amount of $66,000.00.

Mayor Honea commented that the Town should send Mandarina a bill for half of the cost of Adonis Road, which the Town constructed at its own expense through the Mandarina development. He said he was not happy with this, but that he ultimately would support it.

Council Member Ziegler moved to adopt Resolution No. 2024-028. Council Member Kai seconded the motion. Motion passed, 5-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

Mr. Rozema provided an update on legislative activities in the State, including on the following bills:

- Governor Hobbs vetoed HB 2570, which would have taken away municipal rights to regulate housing.

- HB 2297 and SB 1665: Both relate to development and allowing certain land uses at right. These bills continue to make their way through the legislative process.

- HB 1243 and SB 1172: Related to water. The Town is supporting these bills. Both appear to still be moving forward through the legislative process.

- HB 2273: Authorizes the Department of Corrections to perform a study about utilizing the Marana prison as a short-term transition facility for inmates about to be released. It appears the bill is continuing to move forward through the legislative process.

Mayor Honea commented that he believes it is likely that the water bills will make it to the Governor's desk.

D2 Relating to Budget; discussion, direction, and possible action regarding development of the fiscal year 2024/2025 budget, including proposed budget initiatives and expenditures (Terry Rozema)

Mr. Rozema said the budget process was progressing well and invited the Council to provide feedback regarding the development of next fiscal year's budget.

Council Member Ziegler requested that tuition reimbursement continue to be an item in the budget. **Mr. Rozema** said that it has been included.

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. 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 Kai seconded the motion. Motion passed, 5-0. Meeting adjourned at 6:15 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on March 20, 2024. I further certify that a quorum was present.

_____

David L. Udall, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 04/02/2024

To: Mayor and Council

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

From: Nolette Hernandez, Records Clerk

Date: April 2, 2024

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 #012 Restaurant liquor license submitted by Bertha Judith Leatherman Contreras on behalf of Tio Ben's Mexican Grill, located at 3682 West Orange Grove Road Suite 146, Tucson, Arizona, 85741 (David L. Udall)

Discussion:

This application is for a new series #012 Restaurant liquor license at Tio Ben's Mexican Grill, located at 3682 West Orange Grove Road Suite 146, Tucson, Arizona, 85741.

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

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

The Town Council must enter an order recommending approval or disapproval of the

application within 60 days after filing 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:

The 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 application series #012 Restaurant liquor license submitted by Bertha Judith Leatherman Contreras on behalf of Tio Ben's Mexican Grill, located at 3682 West Orange Grove Road Suite 146, Tucson, Arizona, 85741.
OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new application series #012 Restaurant liquor license application submitted by Bertha Judith Leatherman Contreras on behalf of Tio Ben's Mexican Grill, located at 3682 West Orange Grove Road Suite 146, Tucson, Arizona, 85741.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 02/29/2024 @ 10:09:48 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	TIO BEN'S MEXICAN GRILL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	3682 W ORANGE GROVE ROAD STE 146 TUCSON, AZ 85741 USA		
Mailing Address:	3684 W ORANGE ROAD #156 TUCSON, AZ 85741 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

AGENT

Name:	BERTHA JUDITH LEATHERMAN CONTRERAS
Gender:	Female
Correspondence Address:	3684 W ORANGE ROAD #156 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

Name:	TIO BEN'S MEXICAN GRILL LLC
Contact Name:	BERTHA JUDITH LEATHERMAN CONTRERAS
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	23333362 State of Incorporation: AZ
Incorporation Date:	02/11/2022
Correspondence Address:	3684 W ORANGE ROAD #156 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

Officers / Stockholders

Name:	Title:	% Interest:
BERTHA JUDITH LEATHERMAN CONTRERAS	Member	34.00
RUBEN CONTRERAS 1	Member	33.00
BERTHA JUDY LEATHERMAN	Member	33.00

TIO BEN'S MEXICAN GRILL LLC - Member

Name:	BERTHA JUDY LEATHERMAN
Gender:	Female
Correspondence Address:	3684 W ORANGE ROAD #156 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

TIO BEN'S MEXICAN GRILL LLC - Member

Name:	BERTHA JUDITH LEATHERMAN CONTRERAS
Gender:	Female
Correspondence Address:	3684 W ORANGE ROAD #156 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

TIO BEN'S MEXICAN GRILL LLC - Member

Name:	RUBEN CONTRERAS 1
Gender:	Male
Correspondence Address:	3684 W ORANGE ROAD #156 TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

APPLICATION INFORMATION

Application Number: 279217
Application Type: New Application
Created Date: 01/25/2024

QUESTIONS & ANSWERS

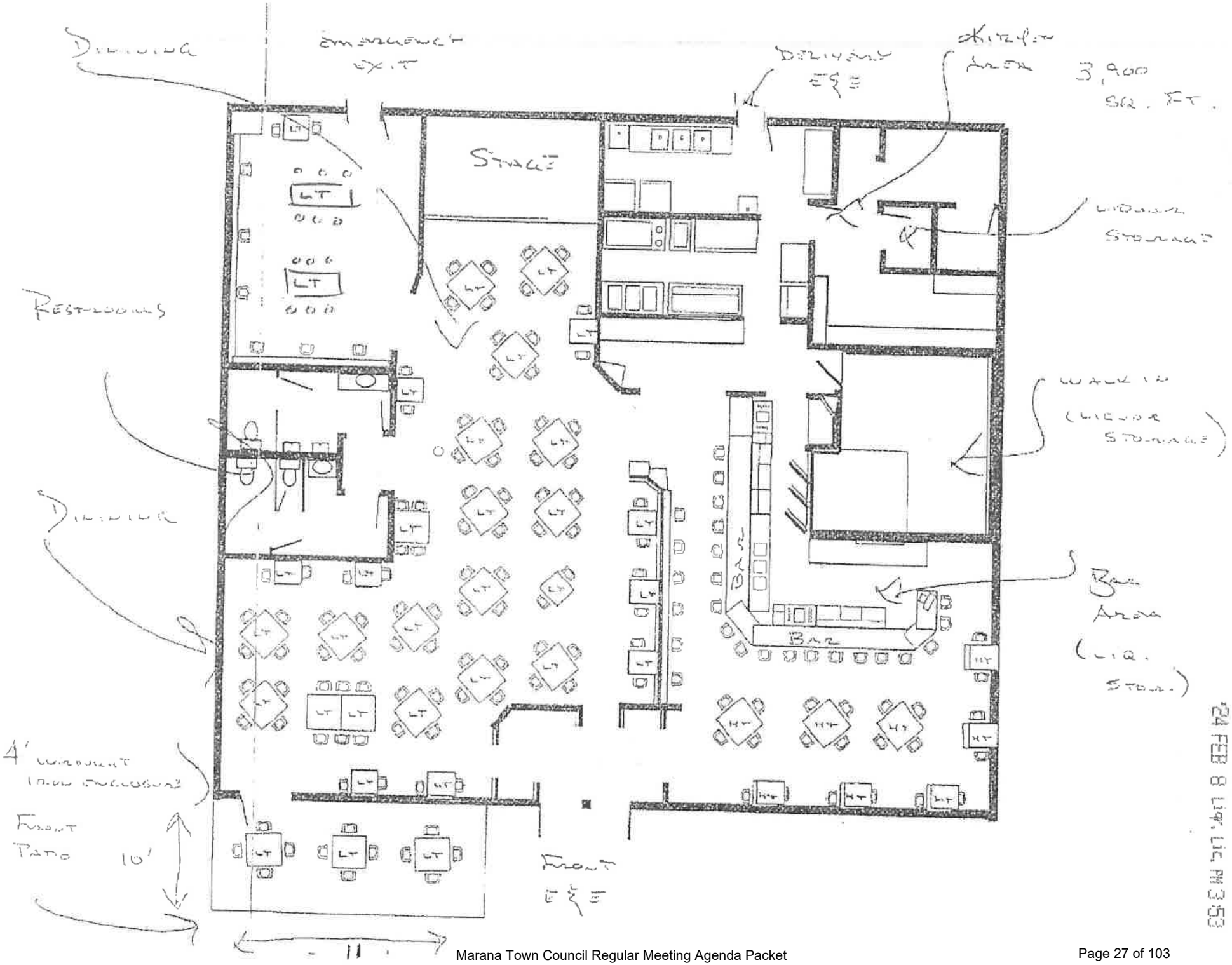
012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   Loss of $8,000 security deposit and Landlord lockout
4) 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?
   Town of Marana
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   None, capital contribution
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   Contiguous
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   4/15/2024
9) What type of business will this license be used for?
   Mexican Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Bertha Agent Q Attach ASF AZDL.pdf	01/25/2024
QUESTIONNAIRE	Bertha Q.pdf	01/25/2024
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	01/25/2024
RESTAURANT OPERATION PLAN	Rest Op Plan.pdf	01/25/2024
RECORDS REQUIRED FOR AUDIT	RRFA.pdf	01/25/2024

QUESTIONNAIRE	Ruben Q Basic & Mgt Certs.pdf	01/25/2024
MENU	Tio Ben Liquor Menu 2024.pdf	01/25/2024
MENU	Tio Bens Menu 2024.pdf	01/25/2024


DINING
EMERGENCY EXIT
DELIVERY ENT
KITCHEN AREA
3,900 SQ. FT.
STAGE
LIQUOR STORAGE
RESTROOMS
WALK IN (LIQUOR STORAGE)
DINING
BAR
BAR
BAR AREA (LIQ. STOR.)
4' PLANTER IRON ENCLOSURE
FRONT PATIO
10'
FRONT ENT
11'
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RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

1. Name of restaurant (Please print): 110 BEN'S MEXICAN GRILL

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	1-2' CHAR GRILL, 1-4' SS SALAMANDER, 1-5' SS FLAT TOP
Oven	NONE
Freezer	1-7' SS DOUBLE DOOR UPRIGHT, 1-7' SS SINGLE DOOR UPRIGHT
Refrigerator	1-7' SS SINGLE DOOR UPRIGHT, 1-3' SS REFR. SAND. PREP., 1-5' SS REFR. SAND. PREP., 1-12'x 17' SS WALK IN
Sink	2-2'x2' SS HAND, 1-4' SS SINGLE COMP., 1-MOP, 1-7'/2' SS 3 COMP.
Dish Washing Facilities	1-COMM. DISHWASHER
Food Preparation Counter (Dimensions)	1-6' SS PREP W/CAN OPENER, 1-3' SS PREP
Other	1-COMM. COFFEE MAKER, 1-COMM. ICE MACHINE, 1-8' SS HOOD W/ ANSUL, 1-2 BASKET SS FRYERS, 1-4' SS 3 COMP. WARM. TAB. 2-MEAT SCALE, 10" SS ELEC. MEAT SLICER, 2-ELEC. MICROWAVES, 1-COMM. GAS BURNER 1-COMM. BLENDER 1-COMM. FOOD PROCESSOR

3. Attach a copy of your FULL menu with pricing INCLUDING NON-ALCOHOLIC BEVERAGES

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 80 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) 20 %

6. List the seating capacity for:

a) Restaurant dining area of your premises: [156]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 40]

TOTAL [= 196]

7. What type of dinnerware is primarily used at your restaurant? '24 FEB 8 Liq. Lic PM 3:53 ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions,** or **any other entertainment?** ☐ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

3/4 - 56" FLAT SCREEN

9. Do you have live entertainment or dancing? ☒ YES ☐ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

3 PIECE MARIACHI - 2 TIMES / MO.

10. List number of employees for each position:

Position	How many
Cooks	3/4
Bartenders	3
Hoslesses	1
Managers	2
Servers	4/5
Other (DISHWASHER)	1
Other (BUS PERSON)	2
Other ( )	

BERTHA JUDITH

I, (Print Full Name) LEATHERMAN CONTRERAS 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.

Applicant Signature: Judith Leatherman Contreras

BEER DRAFT

DOMESTIC $7
Bud Light
Budweiser
Coors Light
Michelob Ultra
Miller Lite

IMPORT $8
Dos Equis Amber
Dos Equis Lager
Modelo
Negra Modelo

BEER BOTTLE/CAN

DOMESTIC $4
Budweiser
Bud Light
Coors
Coors Light
Michelob

IMPORT $5
Corona
Dos Equis Lager
Bohemia
Pacifico
Tecate Red
Modelo Negro

WINE $10 - $25

Stella Rosa
Sangria
Prosecco
Cabernet/Sauvignon
Moscato
Pinto Noir
Merlot
Frexeneit
Malbec
Zinfandel

SIGNATURE DRINKS

WELL $7 - $13
TOP $10 - $25

Micheladas : Beer, Clamato, Tajin, Saladitos, Lime, Tapatio Salsa
Viuda Negra: Vodka, V8, Celery, Tabasco, Perrins Sauce, Lime, Olives
Mojitos: Mint, Sugar, Mango, Lime, Watermelon, Peach, Stawberry
Margaritas: Watermelon, Tamarindo, Mango, Strawberry, Peach, Lime
Jarritos: Tequila, Orange, Lemon, Apple, Grapefruit, Tajin
Palomita Rosa: Tequila, Ruby Grapefruit Juice, Salt, Tajin
Mimosas: Freixeneit or Moscato w/Orange / Pineapple / Mango Juice
Dirty Horchata: Rumchata, Mazapan Candy
Blue Demon: Blue Curacao, Vodka, Lemonade
Santos: Vodka, Limoncello, Lemon Juice, Strawberry Slices
La Toxica: Rum, Gin, Raspberry Liquor
El Licenciado: Star Anise, Gin, Rum, Mineral Water, Coke
Long Island Iced Tea

SHOTS, BOURBON, WHISKEY

WELL $4 - $8
TOP $8 - $20

Oyster Shot
Mexican Candy
Scorpion Shot

Buchanan
Rusty Nails
Glenlivet

Dewar's
Johnny Walker Black Label

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APPETIZERS

CHEESE CRISP $11.99
ADD: +$3.00 CHORIZO OR +$1.00 ROASTED GREEN CHILIES

QUESO FUNDIDO $9.99
ADD: +$3.00 CHORIZO OR +$1.00 MUSHROOMS

GUACAMOLE $5.99

3 MINI CHIMIS W/GUAC & SOUR CREAM $9.99

3 ROLLED TAQUITOS W/ GUAC & SOUR CREAM $9.99

*FRIED CALAMARES $12.99

*5 SHRIMP TORITOS $12.99
YELLOW PEPPERS STUFFED W/SHRIMP & WRAPPED IN BACON

*TOSTIMARISCOS $15.99
ASSORTED SEAFOOD, SIGNATURE SAUCE & CORN CHIPS

SALADS

*POBLANO CHICKEN $14.99
GRILLED CHICKEN, ROASTED CORN & POBLANO PEPPERS

TACO SALAD $14.99
CHICKEN, SHREDDED BEEF OR GROUND BEEF

*GRILLED SALMON $16.99
MARINATED IN OUR SIGNATURE SAUCE

GARDEN SALAD $9.99
TOMATO, CUCUMBER, ONIONS & SHREDDED CHEESE W/SEASONED CROUTONS

*Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of

DRINKS

COKE, DIET COKE, SPRITE, STRAWBERRY FANTA, ROOT BEER & DR. PEPPER, LEMONADE, JAMAICA & HORCHATA $3.50

ICED TEA, HOT TEA, COFFEE, 2% MILK & HOT CHOCOLATE $3.25

DESSERTS

FRIED ICE CREAM $6.99

CHOCOLATE MARIA SKILLET $9.99

CHURROS W/ICE CREAM $8.99

GANSITO SUNDAE $8.99

CONCHA ICE CREAM SANDWICH $8.99

KID'S MENU

3 CHICKEN STRIPS W/FRIES $9.99

3 BREADED SHRIMP W/FRIES $9.99

KID'S QUESADILLA W/FRIES $7.99

CHEESE ENCHILADA W/RICE & BEANS $8.99

HOURS OF OPERATION

Sunday - Thursday: 10:30AM - 9:00PM
Friday & Saturday: 10:30AM - 10:00PM

3682 W. Orange Grove Rd #146
Tucson, AZ 85741
tiobensmexgrill@gmail.com
(520) 572-5557

TIO BEN'S MEXICAN GRILL

!BIENVENIDOS!

WELCOME to Tio Ben's. We are proud to serve you with our version of traditional Mexican Dishes.

HOUSE SPECIALTIES

*SALMON ADOBADO $25.99
GRILLED SALMON W/GUAJILLO, POBLANO & CHIPOTLE SAUCE

*PUERCO EN SALSA DE TAMARINDO $24.99
PORK TENDERLOIN IN TAMARINDO SAUCE

*STEAK TIO BEN $25.99
STEAK WRAPPED IN BACON W/CHIPOTLE & MUSHROOM SAUCE

*POLLO POBLANO $24.99
CHICKEN BREAST WRAPPED IN BACON & STUFFED W/POBLANO PEPPERS & JACK CHEESE W/CREAMY POBLANO SAUCE

*CAMARONES AL TEQUILA $22.99
SHRIMP SAUTEED IN TEQUILA SAUCE

HOUSE SPECIALTIES ARE SERVED W/ CHOICE OF 3 SIDES:
ALMOND RICE, CHARRO BEANS, STEAMED VEGGIES, BAKED POTATO OR

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PLATOS

COMBINATION PLATES: SERVED W/RICE & REFRIED BEANS

#1: 2 ENCHILADAS W/ CHEESE $11.99
Add: +$2.00 for Shredded Beef, Shredded Chicken or Ground Beef +$3.00 for Shrimp
Choice: Red or Green Sauce

#2: 2 CHICKEN MOLE ENCHILADAS $12.99

#3: 2 ROLLED TAQUITOS $11.99
Choice: Chicken or Shredded Beef

#4: 1 CHILE RELLENO $12.99

#5: 1 CHILE RELLENO, CHEESE ENCHILADA & GROUND BEEF TACO $14.99

#6: 2 TACOS $11.99
Choice: Chicken, Ground Beef or Shredded Beef Add: +$3.00 for Shrimp or Fish

#7: 2 GORDITAS SONORENSES $11.99
Add: +$2.00 for Chicken or Shredded Beef

CALDOS (SOUPS)

ALBONDIGAS (SHRIMP) $19.99
7 MARES (ASSORTED SEAFOOD) $18.99
CAMARON (SHRIMP) $17.99
PESCADO (FISH) $16.99
ALBONDIGAS (BEEF) $14.99
COCIDO (BEEF & VEGGIES)
POLLO (CHICKEN) $13.99
POZOLE (RED PORK)
MENUDO

STEAK & CHICKEN

CARNE ASADA $19.99
T-BONE $22.99
RIB EYE $24.99
CHOOSE 2 SIDES: MEXICAN RICE, BAKED POTATO, REFRIED BEANS & CHARRO BEANS
ADD: +$4.00 FOR SHRIMP
CORN OR FLOUR TORTILLA

MOLCAJETE MEXICANO $24.99
CHICKEN, CHORIZO, CARNE ASADA, CHEESE, SALSA & NOPAL

STEAK FAJITAS $22.99
CHICKEN FAJITAS $19.99
MIXED FAJITAS $23.99

CHICKEN AL CHIPOTLE $19.99
CHICKEN FLORENTINO $19.99

PORK

PORK CARNITAS $15.99

PARILLADA MIXTA $29.99
CARNE ASADA, PORK PASTOR & CHICKEN
ADD: +$6 FOR SHRIMP

STEAK, CHICKEN & PORK ENTREES:
CHOOSE 2 SIDES: MEXICAN RICE, REFRIED BEANS & CHARRO BEANS
CHOICE: FLOUR OR CORN TORTILLAS

TACOS

CORN & FLOUR TORTILLA

QUESABIRRIA $5.99
GOBERNADOR (FISH) $4.99
CARNE ASADA
BIRRIA
SHREDDED BEEF $3.99
GROUND BEEF
CARNITAS (PORK)

BURRITOS $11.99

WET STYLE & CHIMICHANGA STYLE
CARNED ASADA
CHICKEN
SHREDDED CHICKEN
CARNITAS
GROUND BEEF
CARNE CON CHILE

TORTAS $12.99

SHREDDED BEEF
CHICKEN
CARNE ASADA
PORK CARNITAS
MILANESA (BREADED STEAK)
EL CHAVO (HAM & CHEESE)

HAMBURGUESAS

SONORAN BURGER $16.99
BACON CHEESEBURGER $15.99
HAMBURGER $13.99

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RECORDS REQUIRED FOR AUDIT

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

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): TIO BEN'S MEXICAN GRILL
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. General Ledger

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. Tax Records

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

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13. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) BERTHA JUDITH LEATHERMAN CONTRERAS 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.

Applicant Signature: Bertha Judith Leatherman Contreras

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

LC:
Amount:

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AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	279217
Date Accepted:	02/29/2024
CSR:	sg

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:

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: Leatherman (Last) Contreras (First) Bertha (Middle) Judith — Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Douglas (City) AZ (State) USA (COUNTRY) Height: 5'02" Weight: 180 Eyes: Blk Hair: Bro

5. Name of current/most recent spouse: Contreras (Last) Ruben (First) N/A (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? 1980

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

8. Premises Name: Tio Ben's Mexican Grill Business Phone: Pen/ding/

9. Premises Address: 3682 W. Orange Grove Rd. #146 Tucson, AZ Pima 85741
Street (do not use PO Box) City State County Zip

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

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FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2022	CURRENT	Co-Owner/Manager	Crying Onion, 3684 W. Orange Grove Rd. $156/160, Tucson, AZ 85741
03/2020	04/2022	Front End Team Lead	Walmart, 7635 N. LaCholla Blvd., Tucson, AZ 85741
02/2017	03/2022	Cash Office/Merchandising	TJ Maxx, 8030 N. Cortaro Rd., Tucson, AZ 85743

11. Provide your residence address information for the last five (5) years **A.R.S. §4-202(D)** (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
09/2023	CURRENT	[redacted]			
07/2022	08/2023				
07/2003	06/2022				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. — 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) Bertha Judith Leatherman Contreras 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: Judith Leatherman Contreras Date: 01/24/24

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QUESTIONNAIRE DISCLOSURE

BERTHA JUDITH LEATHERMAN-CONTRERAS

★ HOME ADDRESS DISCLOSURE ★

MY VALID AND CURRENT AZ. DRIVERS LICENSE STATES THAT I LIVE AT [redacted] HERE IN TUCSON, I HAVE ACTUALLY MOVED AND NOW CURRENTLY RESIDE AT [redacted] IN TUCSON AND WILL MAKE IT A POINT TO CHANGE WITH DMV ASAP.

THANK YOU,

Judith Leatherman Contreras

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ALIEN STATUS

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

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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) BERTHA JUDITH LEATHERMAN CONTRERAS

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 DOUGLAS State AZ 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.

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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.

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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 theINA.

☐ 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.

☐ . 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 theINA

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***

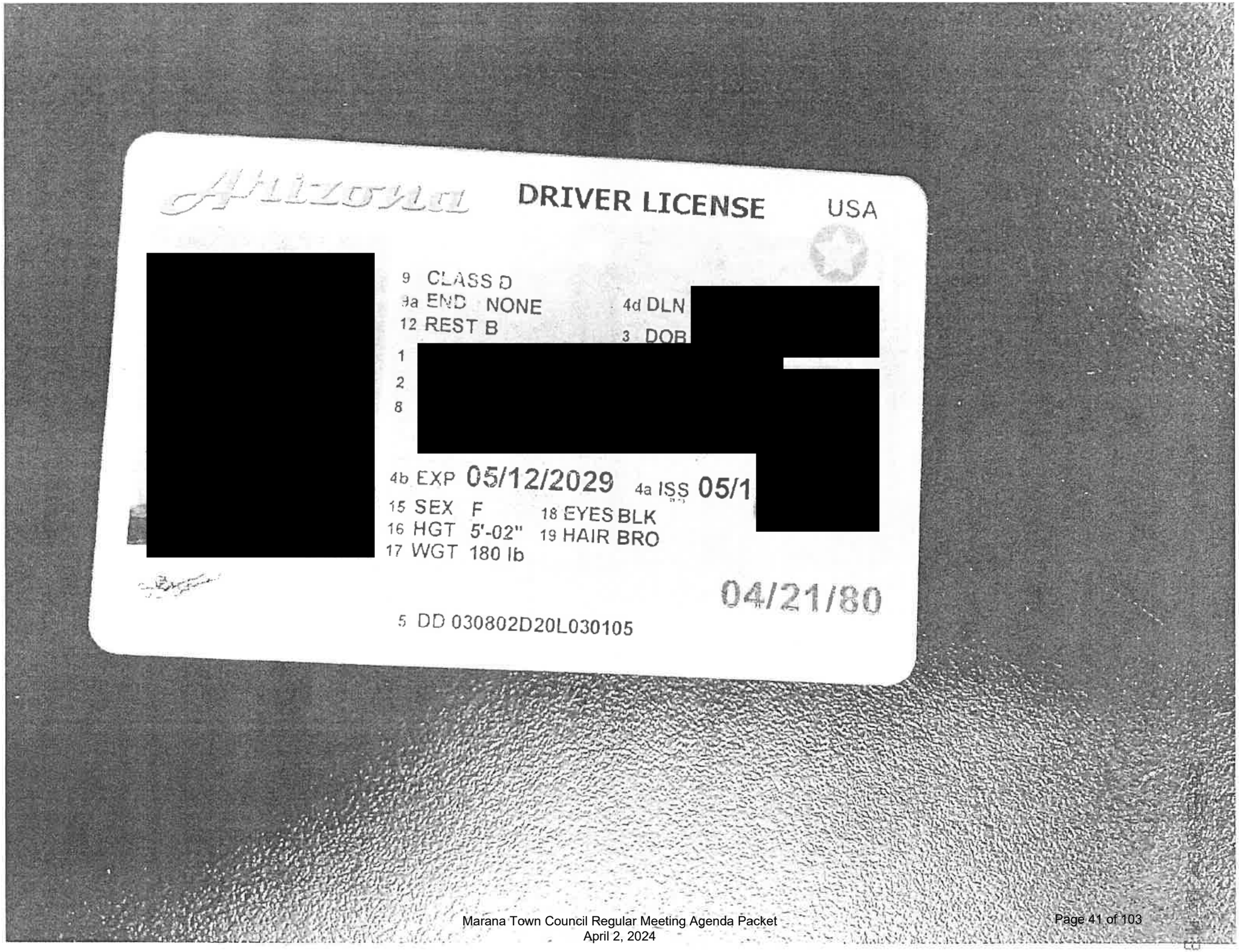
15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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. §

BERTHA JUDITH LEATHERMAN CONTRERAS — Print Name

Signature

1/24/24 — Date


Arizona
DRIVER LICENSE
USA
9 CLASS D
9a END NONE
12 REST B
4d DLN
3 DOB
1
2
8
4b EXP 05/12/2029
4a ISS 05/1
15 SEX F
16 HGT 5'-02"
17 WGT 180 lb
18 EYES BLK
19 HAIR BRO
04/21/80
5 DD 030802D20L030105



CLASS: D-Operator

Rev 02/14/2014

ENDORSEMENTS:
None

RESTRICTIONS:
B-Corrective Lens Must Be Worn

You Must Report a
Change of Address
Within 10 Days



04/21/1980

21132AZ0050548160301

LC:
Amount:

'24 FEB 8 Liqr. Lic. PM 3:52

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	279217
Date Accepted:	02/29/2024
CSR:	sg

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:

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: Leatherman (Last) Bertha (First) Judy (Middle) Birth Date [redacted] (NOT a public record)

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

4. Place of birth: Bacoachi (City) Sonora (State) Mexico (COUNTRY) Height: 5'04" Weight: 170 Eyes: Bro Hair: Bro

5. Name of current/most recent spouse: Leatherman (Last) Francisco (First) N/A (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? 1980

7. Daytime telephone numbe[redacted] Email address [redacted]

8. Premises Name: Tio Ben's Mexican Grill Business Phone: Pen/ding/____

9. Premises Address: 3682 W. Orange Grove Rd. #146 (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85741 (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. (ATTACH ADDITIONAL SHEET IF NECESSARY)

24 FEB 8 Liq. Lic. PM 3:52

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2022	CURRENT	Co-Owner	Crying Onion, 3684 W. Orange Grove Rd. $156/160, Tucson, AZ 85741
04/1996	Current	Fresh Team Lead	Walmart, 3435 E. Broadway Blvd., Tucson, AZ 85716

11. Provide your residence address information for the last five (5) years **A.R.S. §4-202(D)** (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2003	CURRENT	[redacted]			

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. N/A — 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) Bertha Judy Leatherman 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: Bertha Leatherman Date: 01/24/2024

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

'24 FEB 8 Liqr. Lic. PM 3:53

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	279217
Date Accepted:	02/29/2024
CSR:	sg

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:

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: Contreras (Last) Ruben (First) N/A (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Hermosillo (City) Sonora (State) Mexico (COUNTRY) Height: 5'3" Weight: 180 Eyes: BRO Hair: BRO

5. Name of current/most recent spouse: Leatherman Contreras (Last) Bertha (First) Judith (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? 12/2017

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

8. Premises Name: Tio Ben's Mexican Grill Business Phone: Pen ding

9. Premises Address: 3682 W. Orange Grove Rd. #146 (Street (do not use PO Box)) Tucson (City) AZ (State) Pima (County) 85741 (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. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2022	CURRENT	Co-Owner/Chef	Crying Onion, 3684 W Orange Grove Rd. #156/160 Tucson, AZ 85741
12/2022	06/2023	Gen. Manager	Mr. Baja, 201 W. Cottonwood Ln., Casa Grande, AZ 85122
1/2018	06/2022	Kitchen Manager	Delicias Mexican Grill, 4581 S. 12th Ave. Tucson, AZ 85714

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)* (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
09/2023	CURRENT	[redacted]			
07/2022	08/2023				
12/2017	06/2022				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of 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? **MUST** attach copies of both training certificates. — 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) Ruben Contreras 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: Ruben Contreras Date: 1-29-24

Certificate # 8XQGrPZICo

Certificate of Completion
For
On Premise Basic course (3 hours)

- [x] 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

Ruben Contreras
Full Name (please print)

Ruben Contreras
Signature

February 4, 2022
Training Completion Date

February 4, 2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com
Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704
Mailing Address

(520) 235-5684
Daytime Contact Phone Number

'24 FEB 8 Liq. Lic. AM 3:53

I, KEVIN A. KRAMBER (ON LINE), 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).

Instructor Signature

04 / 02 / 2022
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

Certificate # WKs9F2CpVp

Certificate of Completion
For
On/Off Premise Management (2 hours)

- ☐ 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

Ruben Contreras
Full Name (please print)

Ruben Contreras
Signature

February 3, 2022
Training Completion Date

February 3, 2025
Certificate Expiration Date
(three years from completion date)

'24 FEB 8 Liq. Lic. AM 3:53

Training Provider Information

AzLiquorTraining.com
Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704
Mailing Address

(520) 235-5684
Daytime Contact Phone Number

I, KEVIN A. KRAMBER (ON LINE), 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).

Instructor Signature

03 / 02 / 2022
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

No payment (SD)
will pay AZ DLLC

JAN 26 2024

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	279217
Date Accepted:	279217
CSR:	sg

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly**.

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:
1-24-2024	BERTHA J. LEATHERMAN
Name of Fingerprint Technician: GERRI ORTIZ	
Fingerprint technician's Signature: Gerri Ortiz	
Fingerprint technician's Agency/company Name: **Eagle Fingerprinting**	**Phone Number:** 520-293-5623
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

No payment (180)
AZ DLLC
JAN 26 2024

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	279217
Date Accepted:	02/29/2024
CSR:	sg

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.
5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	**Name of Applicant:**
1-24-2024	BERTHA JUDITH LEATHERMAN CONTRERAS
Name of Fingerprint Technician: GERRI ORTIZ	
Fingerprint technician's Signature: Gerri Ortiz	
Fingerprint technician's Agency/company Name: **Eagle Fingerprinting**	**Phone Number:** 520-293-5623

Type of Photo ID Provided (check one):

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

No Payment (55)
AZ DLLC

JAN 26 2024

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	279217
Date Accepted:	02/29/2024
CSR:	sg

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly.**

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	Name of Applicant:
1-24-2024	RUBEN CONTRERAS
Name of Fingerprint Technician: GERRI ORTIZ	
Fingerprint technician's Signature: Gerri Ortiz	
Fingerprint technician's Agency/company Name: **Eagle Fingerprinting**	**Phone Number:** 520-293-5623
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

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: 03 / 01 / 24 Date of Posting Removal: 3 / 21 / 24

Applicant's Name: Leatherman Contreras (Last) Bertha (First) Judith (Middle)

Business Address: 3682 W Orange Grove Rd (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	Housing Rehabilitation Specialist	(520) 990-2496
Print Name of City/County Official	Title	Phone Number

[signature]	3/21/24
Signature	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 #: 279217 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2024-02

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 02 (Day) of April (Month), 2024 (Year) considered the application of Berth Judith Leatherman Contreras (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 Berth Judith Leatherman Contreras (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 **A1**

Meeting Date: 04/02/2024

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 2, 2024

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING Ordinance No. 2024.010: Relating to Land Development; revising Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-11 (Blended-use (BU)) and Section 17-4-12 (Downtown Marana overlay (DO)) to correct erroneous cross references; and declaring an emergency (Jane Fairall)

Discussion:

On June 5, 2021, the Mayor and Council approved Ordinance No. 2021.010 adopting comprehensive revisions to and reformatting and consolidation of Marana Town Code Title 17, consisting of 219 pages. Town staff has discovered that due to formatting errors in the conversion and consolidation process, some provisions in Sections 17-4-11 (Blended-use (BU)) and 17-4-12 (Downtown Marana overlay (DO)) were adopted with erroneous, nonsensical cross references. The proposed ordinance will correct those erroneous cross references and revert them to what was originally intended.

Staff Recommendation:

Staff recommends adoption of the proposed ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2024.010, revising Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-11 (Blended-use (BU)) and Section 17-4-12 (Downtown Marana overlay (DO)) to correct erroneous cross references; and declaring an emergency.

Attachments

Ordinance No. 2024.010

MARANA ORDINANCE NO. 2024.010

RELATING TO LAND DEVELOPMENT; REVISING MARANA TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-4 (ZONING), SECTION 17-4-11 (BLENDED-USE (BU)) AND SECTION 17-4-12 (DOWNTOWN MARANA OVERLAY (DO)) TO CORRECT ERRONEOUS CROSS REFERENCES; AND DECLARING AN EMERGENCY

WHEREAS A.R.S. §9-462.01 provides that the governing body of a municipality may adopt zoning regulations in order to conserve and promote the public health, safety and general welfare; and

WHEREAS the Mayor and Council of the Town of Marana have adopted Marana Town Code Title 17 (Land Development) to promote the health, safety, order, and general welfare of the present and future inhabitants of the Town; and

WHEREAS, on June 5, 2021, the Mayor and Council approved Ordinance No. 2021.010 adopting comprehensive revisions to and reformatting and consolidation of Marana Town Code Title 17, consisting of 219 pages; and

WHEREAS Town staff has discovered that due to formatting errors in the conversion and consolidation process, some provisions in Sections 17-4-11 (Blended-use (BU)) and 17-4-12 (Downtown Marana overlay (DO)) of the Marana Town Code were adopted with erroneous cross references; and

WHEREAS the Mayor and Council find that the revisions set forth in this ordinance are insubstantial enough not to require or benefit from Planning Commission consideration; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Marana Town Code Title 17 as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-11 (Blended-use (BU)) is hereby amended as follows (with deletions shown with ~~strikethroughs~~ and additions shown with double underlining):

17-4-11 Blended-use (BU)

The blended-use zoning district may be applied by process of rezoning to any parcel 40 acres or greater. The approval of rezoning to BU adopts the blended-use plan submitted by the applicant in conformance with this section and section 17-4-9 (Mixed-use zoning districts) ~~0 (when commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. see 17-8-2(b)(6) mixed-use zoning districts)~~.

[No revisions to paragraphs A through D]

SECTION 2. Marana Town Code Title 17 (Land Development), Chapter 17-4 (Zoning), Section 17-4-12 (Downtown Marana overlay (DO)) is hereby amended as follows (with deletions shown with ~~strikethroughs~~ and additions shown with double underlining):

17-4-12 Downtown Marana overlay (DO)

[No revisions to paragraphs A and B]

C. Administrative approval. The planning manager is authorized and directed to approve a downtown implementation plan that conforms to the requirements of sections 17-4-9 (Mixed-use zoning districts), 17-14-12 ~~0 (when commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(b)(6).)~~

~~D. Mixed-use zoning districts. 0 (When commercial or industrial development is adjacent to AG, RA, ER, NR, and GR zones or groups, side and rear setbacks must equal or exceed the height of the primary building on the site. See 17-8-2(B)(6).)~~

~~E.~~ Downtown Marana overlay (DO)), 17-4-13 (Downtown neighborhood (DN)), and 17-4-14 (Downtown (DT)), and meets the following minimum requirements:

[No revisions to subparagraphs 1 through 3]

[No revisions to existing paragraph F which is hereby re-lettered as paragraph D]

SECTION 3. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 4. 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 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. Since it is necessary for the preservation of the peace, health and safety of the Town of Marana that this ordinance become immediately effective, an emergency is hereby declared to exist, and this ordinance shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 2nd day of April 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **A2**

Meeting Date: 04/02/2024

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Fausto Burruel, Public Works Director

Date: April 2, 2024

Strategic Plan Focus Area:
Vibrant Community

Strategic Plan Focus Area Additional Info:
Goal: PROVIDE A SAFE AND CONNECTED MULTI-MODAL TRANSPORTATION SYSTEM TO SUPPORT THE MOBILITY NEEDS OF PRESENT AND FUTURE RESIDENTS.
Strategy: Improve safety for people using all modes of travel by implementing programs, policies, educational resources, and infrastructure improvements to minimize traffic congestion.

Subject: PUBLIC HEARING Resolution No. 2024-029: Relating to Development; amending the infrastructure improvements plan supporting development impact fees for streets facilities and the streets facilities development fee report by renaming the project identified as "Adonis Road" as "Adonis Road/Mandarina Blvd" without changing the amount of the streets impact fees or the level of service (Fausto Burruel)

Discussion:

The need for an amendment to the Town of Marana's current Streets Facilities Impact Fee Program has been identified. At the time the Infrastructure Improvements Plan (IIP, approved 9/20/22) and Development Fee Report (approved 12/20/22) were developed, the Town and Psomas (Impact Fee Consultant) intended to include the improvements to Adonis Road and Mandarina Boulevard as a project in the Northwest service area. This is reflected in the fact that the end points and project costs correspond to the total identified for those roadways. However, the project was inadvertently labeled only as "Adonis Road" without mentioning Mandarina Blvd.

The proposed amendment revises several tables and appendices to the studies to reflect the correct project name as “Adonis Road / Mandarina Blvd”. Since the amendment does not increase the level of service in the service area or cause a change in the development fee, the process can be pursued administratively as provided in A.R.S. section 9-463.05(D)(10). The revised tables are listed below and attached (changes are in red text) in the memorandum supplied by Psomas:

- IIP Table 1. Necessary Streets Facilities, Existing and Future
- IIP Table 2. Current and Future Traffic Volumes
- IIP Appendix C - Assessed Costs by Project and Service Area
- Development Fee Report Appendix B - Assessed Costs by Project and Service Area

Financial Impact:

No financial impact is anticipated with this item as the amendment is a name change only. The cost estimate that was generated for "Adonis Road" is the same for "Adonis Road/Mandarina Blvd".

Staff Recommendation:

Staff recommends adoption of Resolution No. 2024-029, amending the infrastructure improvements plan and development report supporting development fee impact fees for streets facilities by amending the project identified as Adonis Road to the correct name of Adonis Road/Mandarina Blvd.

Suggested Motion:

I move to adopt Resolution No. 2024-029, amending the infrastructure improvements plan supporting development impact fees for streets facilities and the streets facilities development fee report by renaming the project identified as “Adonis Road” as “Adonis Road/Mandarina Blvd” without changing the amount of the streets impact fees or the level of service.

Attachments

Resolution No. 2024-029

Exhibit A - Psomas Memo

Adonis Road_Mandarina Blvd Exhibit

MARANA RESOLUTION NO. 2024-029

RELATING TO DEVELOPMENT; AMENDING THE INFRASTRUCTURE IMPROVEMENTS PLAN SUPPORTING DEVELOPMENT IMPACT FEES FOR STREETS FACILITIES AND THE STREETS FACILITIES DEVELOPMENT FEE REPORT BY RENAMING THE PROJECT IDENTIFIED AS "ADONIS ROAD" AS "ADONIS ROAD/MANDARINA BLVD" WITHOUT CHANGING THE AMOUNT OF THE STREETS IMPACT FEES OR THE LEVEL OF SERVICE

WHEREAS the Town is authorized by the Arizona municipal development impact fee enabling statute, A.R.S. § 9-463.05, to assess and collect development impact fees to offset costs to the Town associated with providing necessary public services to a development; and

WHEREAS the Town Council adopted Marana Ordinance No. 2022.029 at its regularly scheduled Town Council meeting on December 20, 2022 to, among other things, revise development impact fees for streets facilities to conform to A.R.S. § 9-463.05; and

WHEREAS the streets facilities development impact fee adopted relied on the streets infrastructure improvement plan adopted by paragraph 2 of Marana Resolution No. 2022-100 dated September 20, 2022 (the "2022 Streets IIP"); and

WHEREAS the 2022 Streets IIP identifies a project labeled as "Adonis Road" with limits from Grier Road to Tangerine Road; and

WHEREAS the project labeled as "Adonis Road" with limits from Grier Road to Tangerine Road in the 2022 Streets IIP was meant to include the improvements to Adonis Road and Mandarina Boulevard; however, the project was inadvertently labeled only as "Adonis Road" without mentioning Mandarina Boulevard; and

WHEREAS the revisions to the 2022 Streets IIP supporting development impact fees for streets facilities and to the streets facilities development fee report will not result in any change in the amount of the streets development impact fee or the level of service provided to payers of the fee, and therefore fall within the authorization found at A.R.S. § 9-463.05(D)(10), allowing the revisions to be adopted upon 30 days' notice without a public hearing; and

WHEREAS notice of the proposed revisions to the 2022 Streets IIP was published in *The Daily Territorial* on February 27, 28, 29 and March 1, 2024; and

WHEREAS the Town Council finds this resolution to be in the best interests of the Town and its citizens.

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

SECTION 1. The 2022 Streets IIP and the streets facilities development fee report based on the 2022 Streets IIP are hereby amended as set forth in the Psomas Memorandum dated February 6, 2024, attached to and incorporated herein by this reference as Exhibit A.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of April 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

MEMORANDUM



To: Fausto Burruel, P.E., Public Works Director & Town Engineer

From: Alejandro Angel, PhD, PE - Psomas

Date: February 6, 2024

Subject: Amendment to Marana's Streets Facilities Impact Fee Program

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The purpose of this memorandum is to support an amendment to the current Streets Facilities Impact Fee program for the Town of Marana. At the time the Infrastructure Improvements Plan (IIP, approved 9/20/22) and Development Fee Report (approved 12/20/22) were developed, the Town and Psomas intended to include the improvements to Adonis Road and Mandarina Boulevard as a project in the Northwest service area. This is reflected in the fact that the end points and project costs correspond to the total identified for those roadways. However, the project was inadvertently labeled only as "Adonis Road" without mentioning Mandarina Blvd.

The proposed amendment revises several tables and appendices to the studies to reflect the correct project name as "Adonis Road / Mandarina Blvd". Since the amendment does not increase the level of service in the service area or cause a change in the development fee, the process can be pursued administratively as provided in ARS 9-463.05(D)(10). The revised tables are listed below and attached (changes are in red text):

- IIP Table 1. Necessary Streets Facilities, Existing and Future
- IIP Table 2. Current and Future Traffic Volumes
- IIP Appendix C - Assessed Costs by Project and Service Area
- Development Fee Report Appendix B - Assessed Costs by Project and Service Area

Table 1. Necessary Streets Facilities, Existing and Future

	Road Project	Limits		# of Lanes	Length (mi)	Construction Cost		Non-Construction Costs*	Total Capital Cost - New/ Improvements	Legacy Cost	Cost Attributable to Development**	Source / Notes
						Per Lane-Mile	Total					
Northwest	Marana Main Street	Sandario	Grier	2	0.54	$2,100,000	$2,268,000	$986,580	$3,255,000		$3,255,000	Lane mile costs from RTA Bids
	Marana Main Street	Tangerine Farms Rd	Sandario	2	0.35					$873,000	$873,000	Town of Marana / Debt Service
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	4	4.1					$3,018,397	$3,018,397	Outstanding Impact Fee Credits (built by developer)
	Clark Farms	Riccati Dr	Despain Dr	3	0.7							
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	4	1.2	$2,100,000	$10,080,000	$5,896,800	$15,977,000		$7,484,400	Lane mile costs from RTA Bids
	Marana Road Interchange, Phase 1	N/A	N/A	N/A	N/A				$6,753,000		$6,753,000	Town of Marana / prelim estimate
	Clark Farms	Despain Dr	Lon Adams Rd	3	0.5	$2,100,000	$3,150,000	$1,370,250	$4,520,000		$3,365,622	Lane mile costs from RTA Bids
	Clark Farms	Lon Adams Rd	Tangerine Farms Rd	4	2.1	$2,100,000	$17,640,000	$7,673,400	$25,313,000		$11,774,700	Lane mile costs from RTA Bids
	Adonis Road/Mandarina Blvd	Grier Rd	Tangerine Rd	2	3.0	$2,100,000	$12,600,000	$8,001,000	$20,601,000		$14,465,963	Lane mile costs from RTA Bids
	Tangerine Road Interchange	N/A	N/A	N/A	N/A				$4,500,000		$4,500,000	Town of Marana / prelim estimate (Cost split with NE)
Northeast	Tangerine Road, Phase 1	Dove Mountain Blvd	Town Limits	4	2.4				$6,189,000		$1,896,029	Town of Marana / Shortfall in impact fees at time of construction
	Tangerine Road, Phase 2	I-10 (Tangerine TI)	Dove Mountain Blvd	4	4.6				$42,537,000		$13,936,211	Town of Marana / Calculated cost based on Phase 1 costs, less RTA and State funding
	Twin Peaks Road	Lambert Ln	Tangerine Rd	4	2.1					$3,642,259	$3,642,259	Town of Marana / Debt Service
	Moore Road	Camino de Oeste	Thornydale Rd	2	1.3					$291,788	$291,788	Town of Marana / Outstanding cost
	Cayton Road	Dove Mountain Blvd	Thornydale Rd	2	1.1	$2,100,000	$4,620,000	$2,009,700	$6,630,000		$6,630,000	Lane mile costs from RTA Bids
	Tangerine Road Interchange	N/A	N/A		N/A				$1,500,000		$1,500,000	Town of Marana / prelim estimate (Cost split with NW)
South	Twin Peaks Interchange	N/A	N/A	N/A	N/A					$3,757,886	$3,757,886	Town of Marana / Debt Service
	Twin Peaks Road	I-10	Lambert Ln	4	1.3							
	Twin Peaks Road/ Rattlesnake Pass	Saguaro Highlands Dr	Silverbell Rd	4	1.5				$18,001,838		$7,506,111	Town of Marana / prelim estimate
	Cortaro Road	I-10	Camino de Oeste	4	1.7				$8,134,735		$2,319,081	Town of Marana / Construction Cost
	Silverbell Road	Ina Rd	Cortaro Rd	4	1.0				$21,068,682		$8,023,017	Town of Marana / Construction Cost
	Ina Road	I-10	Silverbell Rd	4	1.1				$9,000,000		$3,006,062	Town of Marana / Construction Cost
	Silverbell Road	Sunset Rd	Ina Rd	4	3.2				$8,013,159		$2,625,316	Town of Marana / RTA estimates of difference between 3-lane and 4-lane for Marana portion of project

Total (New/Improvement Facilities)	$201,993,414	
Total (Legacy Facilities)		$11,583,330
TOTAL (ALL FACILITIES)	**$213,576,744**	

* Includes ROW, environmental mitigation, drainage, design, construction management, financing costs

** See Appendix C for additional detail

Table 2. Current and Future Traffic Volumes

	Road Project	Limits		Speed Limit (mph)	Existing Volume (veh/day)[1]	Existing Volume Adjusted[2]	Existing Capacity (veh/day)[3]	Future Volume (veh/day)[4]	Future Volume Adjusted[5]	Future Capacity (veh/day)[6]
Northwest	Marana Main Street	Sandario Rd	Grier Rd	25	0		N/A	1,000	3,000	13,990
	Marana Main Street	Tangerine Farms Rd	Sandario Rd	25	1,000		16,730	300	4,300	16,730
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	45	13,500		37,610	27,500		37,610
	Clark Farms	Riccati Dr	Despain Dr	40	3,200		17,567	8,700		17,567
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	45	0		N/A	10,000		30,620
	Marana Road Interchange, Phase 1	N/A	N/A	N/A	N/A		N/A	N/A		N/A
	Clark Farms	Despain Dr	Lon Adams Rd	35	0		N/A	10,000		14,690
	Clark Farms	Lon Adams Rd	Tangerine Farms Rd	35	0		N/A	9,000		30,620
	Adonis Road/Mandarina Blvd	Grier Rd	Tangerine Rd	45	0		N/A	10,000		15,930
	Tangerine Road Interchange	N/A	N/A	N/A	N/A		N/A	N/A		N/A
Northeast	Tangerine Road, Phase 1	Dove Mountain Blvd	Town Limits	50	10,000	15,400	37,610	15,000	20,400	37,610
	Tangerine Road, Phase 2	I-10 (Tangerine TI)	Dove Mountain Blvd	50	8,000		16,730	14,000		37,610
	Twin Peaks Road	Lambert Ln	Tangerine Rd	45	16,000		37,610	23,500		37,610
	Moore Road	Camino De Oeste	Thornydale Rd	30	3,000		13,990	7,000		16,730
	Cayton Road	Dove Mountain Blvd	Thornydale Rd	30	0		N/A	5,400		13,990
	Tangerine Road Interchange	N/A	N/A	N/A	N/A		N/A	N/A		N/A
South	Twin Peaks Interchange	N/A	N/A	N/A	N/A		N/A	N/A		N/A
	Twin Peaks Road	I-10	Lambert Ln	45	18,000	22,000	37,610	29,000	33,000	37,610
	Twin Peaks Road/Rattlesnake Pass	Saguaro Highlands Dr	Silverbell Rd	45	12,500		16,730	16,000	22,700	37,610
	Cortaro Road	I-10	Camino de Oeste	40	25,000		37,610	29,000		37,610
	Silverbell Road	Ina Rd	Cortaro Rd	45	22,000	14,000	37,610	22,500		37,610
	Ina Road	I-10	Silverbell Rd	45	26,000		16,730	22,000	32,300	37,610
	Silverbell Road	Ina Rd	Sunset Rd	45	10,000		16,730	16,000		37,610

[1] From PAG 2021 Travel Demand Model using Marana Land Use Assumptions

[2] Used recent traffic count if significant differences between 2021 PAG Model and recent traffic counts

[3] Based on current road section and FDOT Capacity Tables

[4] From PAG Travel Demand Model using Marana 2031 Land Use Assumptions and regional growth factor

[5] Adjusted to better reflect anticipated volumes based on existing and planned developments

[6] Based on 2032 road section and FDOT Capacity Tables

Appendix C

Assessed Costs by Project and Service Area

	Road Project	Limits		Project Type	# of Lanes	Classification	Volume Before Improvements	Existing Volume (veh/day)	Existing Capacity (veh/day)	Future Volume (veh/day)	Future Capacity (veh/day)	Traffic from Development	% of Capacity used by development	Total Improvement Costs	Cost of New Two-Lane Roadway	Outstanding Impact Fee Credits / Debt Service	Cost of Vehicular Improv (80%)	Cost of bike/ped improv (20%)	Cost Attributable to Develoment = (Vehicular Cost * % Capacity used) + 100% of ped/bike improvements
Northwest	Marana Main Street	Sandario Rd	Grier Rd	New	2	Collector	0	0	N/A	3,000	13,990	3,000	21%	$ 3,255,000					$ 3,255,000
	Marana Main Street	Tangerine Farms Rd	Sandario Rd	Legacy	2	Collector	0	1,000	16,730	4,300	16,730	3,300	20%			$ 873,000			$ 873,000
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	Legacy	4	Arterial	0	13,500	37,610	27,500	37,610	14,000	37%			$ 3,018,397			$ 3,018,397
	Clark Farms	Riccati Dr	Despain Dr	Legacy	3	Collector	0	3,200	17,567	8,700	17,567	5,500	31%						
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	New	4	Arterial	0	0	N/A	10,000	30,620	10,000	33%	$ 15,977,000	$ 7,484,400				$ 7,484,400
	Marana Road Interchange, Phase 1	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 6,753,000					$ 6,753,000
	Clark Farms	Despain Dr	Lon Adams Rd	New	3	Collector	0	0	N/A	10,000	14,690	10,000	68%	$ 4,520,000			$ 3,616,000	$ 904,000	$ 3,365,622
	Clark Farms	Lon Adams Rd	Tangerine Farms Rd	New	4	Collector	0	0	N/A	9,000	30,620	9,000	29%	$ 25,313,000	$ 11,774,700				$ 11,774,700
	Adonis Rd/Mandarina Blvd	Grier Rd	Tangerine Rd	New	2	Collector	0	0	N/A	10,000	15,930	10,000	63%	$ 20,601,000			$ 16,480,800	$ 4,120,200	$ 14,465,963
	Tangerine Road Interchange	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 4,500,000					$ 4,500,000
Northeast	Tangerine Road, Phase 1	Dove Mountain Blvd	Town Limits	Completed Capacity	4	Arterial	14,444	15,400	37,610	20,400	37,610	5,000	13%	$ 6,189,000			$ 4,951,200	$ 1,237,800	$ 1,896,029
	Tangerine Road, Phase 2	I-10 (Tangerine TI)	Dove Mountain Blvd	Improvement	4	Arterial	N/A	8,000	16,730	14,000	37,610	6,000	16%	$ 42,537,000			$ 34,029,600	$ 8,507,400	$ 13,936,211
	Twin Peaks Road	Lambert Ln	Tangerine Rd	Completed Capacity	4	Arterial	0	16,000	37,610	23,500	37,610	23,500	62%			$ 3,642,259			$ 3,642,259
	Moore Road	Camino De Oeste	Thornydale Rd	Completed Capacity	2	Collector	0	3,000	13,990	7,000	16,730	7,000	42%			$ 291,788			$ 291,788
	Cayton Road	Dove Mountain Blvd	Thornydale Rd	New	2	Collector	0	0	N/A	5,400	13,990	5,400	39%	$ 6,630,000					$ 6,630,000
	Tangerine Road Interchange	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 1,500,000					$ 1,500,000
South	Twin Peaks Interchange	N/A	N/A	Legacy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%			$ 3,757,886			$ 3,757,886
	Twin Peaks Road	I-10	Lambert Ln	Legacy	4	Arterial	0	22,000	37,610	33,000	37,610	11,000	29%						
	Twin Peaks Road/ Rattlesnake Pass	Saguaro Highlands Dr	Silverbell Rd	Expansion	4	Collector	N/A	12,500	16,730	22,700	37,610	10,200	27%	$ 18,001,838			$ 14,401,470	$ 3,600,368	$ 7,506,111
	Cortaro Road	I-10	Camino de Oeste	Completed Capacity	4	Arterial	23,000	25,000	37,610	29,000	37,610	4,000	11%	$ 8,134,735			$ 6,507,788	$ 1,626,947	$ 2,319,081
	Silverbell Road	Ina Rd	Cortaro Rd	Completed Capacity	4	Arterial	9,800	14,000	37,610	22,500	37,610	8,500	23%	$ 21,068,682			$ 16,854,946	$ 4,213,736	$ 8,023,017
	Ina Road	I-10	Silverbell Rd	Completed Capacity	4	Arterial	12,848	26,000	16,730	32,300	37,610	6,300	17%	$ 9,000,000			$ 7,200,000	$ 1,800,000	$ 3,006,062
	Silverbell Road	Ina Rd	Sunset Rd	Expansion	4	Arterial	N/A	10,000	16,730	16,000	37,610	6,000	16%	$ 8,013,159			$ 6,410,527	$ 1,602,632	$ 2,625,316

Appendix B

Assessed Costs by Project and Service Area

	Road Project	Limits		Project Type	# of Lanes	Classification	Volume Before Improvements	Existing Volume (veh/day)	Existing Capacity (veh/day)	Future Volume (veh/day)	Future Capacity (veh/day)	Traffic from Development	% of Capacity used by development	Total Improvement Costs	Cost of New Two-Lane Roadway	Outstanding Impact Fee Credits / Debt Service	Cost of Vehicular Improv (80%)	Cost of bike/ped improv (20%)	Cost Attributable to Develoment = (Vehicular Cost * % Capacity used) + 100% of ped/bike improvements
Northwest	Marana Main Street	Sandario Rd	Grier Rd	New	2	Collector	0	0	N/A	3,000	13,990	3,000	21%	$ 3,255,000					$ 3,255,000
	Marana Main Street	Tangerine Farms Rd	Sandario Rd	Legacy	2	Collector	0	1,000	16,730	4,300	16,730	3,300	20%			$ 873,000			$ 873,000
	Tangerine Farms Road	I-10 (Tangerine TI)	Clark Farms	Legacy	4	Arterial	0	13,500	37,610	27,500	37,610	14,000	37%			$ 3,018,397			$ 3,018,397
	Clark Farms	Riccati Dr	Despain Dr	Legacy	3	Collector	0	3,200	17,567	8,700	17,567	5,500	31%						
	Tangerine Farms Road	Clark Farms	I-10 (Marana TI)	New	4	Arterial	0	0	N/A	10,000	30,620	10,000	33%	$ 15,977,000	$ 7,484,400				$ 7,484,400
	Marana Road Interchange, Phase 1	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 6,753,000					$ 6,753,000
	Clark Farms	Despain Dr	Lon Adams Rd	New	3	Collector	0	0	N/A	10,000	14,690	10,000	68%	$ 4,520,000			$ 3,616,000	$ 904,000	$ 3,365,622
	Clark Farms	Lon Adams Rd	Tangerine Farms Rd	New	4	Collector	0	0	N/A	9,000	30,620	9,000	29%	$ 25,313,000	$11,774,700				$ 11,774,700
	Adonis Road/Mandarina Blvd	Grier Rd	Tangerine Rd	New	2	Collector	0	0	N/A	10,000	15,930	10,000	63%	$ 20,601,000			$ 16,480,800	$4,120,200	$ 14,465,963
	Tangerine Road Interchange	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 4,500,000					$ 4,500,000
Northeast	Tangerine Road, Phase 1	Dove Mountain Blvd	Town Limits	Completed Capacity	4	Arterial	14,444	15,400	37,610	20,400	37,610	5,000	13%	$ 6,189,000			$ 4,951,200	$1,237,800	$ 1,896,029
	Tangerine Road, Phase 2	I-10 (Tangerine TI)	Dove Mountain Blvd	Improvement	4	Arterial	N/A	8,000	16,730	14,000	37,610	6,000	16%	$ 42,537,000			$ 34,029,600	$8,507,400	$ 13,936,211
	Twin Peaks Road	Lambert Ln	Tangerine Rd	Completed Capacity	4	Arterial	0	16,000	37,610	23,500	37,610	23,500	62%			$ 3,642,259			$ 3,642,259
	Moore Road	Camino De Oeste	Thornydale Rd	Completed Capacity	2	Collector	0	3,000	13,990	7,000	16,730	7,000	42%			$ 291,788			$ 291,788
	Cayton Road	Dove Mountain Blvd	Thornydale Rd	New	2	Collector	0	0	N/A	5,400	13,990	5,400	39%	$ 6,630,000					$ 6,630,000
	Tangerine Road Interchange	N/A	N/A	Interchange Reconstruct	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	$ 1,500,000					$ 1,500,000
South	Twin Peaks Interchange	N/A	N/A	Legacy	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%			$ 3,757,886			$ 3,757,886
	Twin Peaks Road	I-10	Lambert Ln	Legacy	4	Arterial	0	22,000	37,610	33,000	37,610	11,000	29%						
	Twin Peaks Road/Rattlesnake Pass	Saguaro Highlands Dr	Silverbell Rd	Expansion	4	Collector	N/A	12,500	16,730	22,700	37,610	10,200	27%	$ 18,001,838			$ 14,401,470	$3,600,368	$ 7,506,111
	Cortaro Road	I-10	Camino de Oeste	Completed Capacity	4	Arterial	23,000	25,000	37,610	29,000	37,610	4,000	11%	$ 8,134,735			$ 6,507,788	$1,626,947	$ 2,319,081
	Silverbell Road	Ina Rd	Cortaro Rd	Completed Capacity	4	Arterial	9,800	14,000	37,610	22,500	37,610	8,500	23%	$ 21,068,682			$ 16,854,946	$4,213,736	$ 8,023,017
	Ina Road	I-10	Silverbell Rd	Completed Capacity	4	Arterial	12,848	26,000	16,730	32,300	37,610	6,300	17%	$ 9,000,000			$ 7,200,000	$1,800,000	$ 3,006,062
	Silverbell Road	Ina Rd	Sunset Rd	Expansion	4	Arterial	N/A	10,000	16,730	16,000	37,610	6,000	16%	$ 8,013,159			$ 6,410,527	$1,602,632	$ 2,625,316


ADONIS
MOBILE HOME
LA MIRAGE
ESTATES
Moon Valley Nurseries
Adonis Rd
Adonis Rd
Adonis Rd
NORTH
N
10
10
10
LT
GLADDEN FARMS
Mandarina Blvd
W Tangerine Rd
QuikTrip

Council-Regular Meeting **A3**

Meeting Date: 04/02/2024

To: Mayor and Council

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

Date: April 2, 2024

Strategic Plan Focus Area:
Proactive Public Services

Subject: Resolution No. 2024-030: Relating to Water and Wastewater; approving and authorizing the Mayor to sign reconciliation agreements for construction of water and sewer facilities under private contract with Mandarina Holdings, LLC for the Mandarina development (David L. Udall)

Discussion:

The Mandarina development is located north of Tangerine Road and east of Interstate 10. The developer of Mandarina entered into the "Town of Marana Agreement for Construction of Water Facilities Under Private Contract - Mandarina Offsite Water" and the "Town of Marana Agreement for Construction of Water Facilities Under Private Contract - Mandarina Offsite Sewer" pursuant to Marana Resolution No. 2021-11 dated February 2, 2021 (collectively, the "Water and Sewer Service Agreements").

Under the terms of the Water and Sewer Service Agreements, the Town and the developer agreed the developer would be compensated for installing offsite water and sewer infrastructure of sufficient size and capacity to not only serve the Mandarina development, but to serve future development in the area as well. To that end, the agreements established oversizing recovery charges of $499.50 per equivalent demand unit ("EDU") for the oversized water infrastructure and $416.89 per EDU for the oversized sewer infrastructure. These oversizing recovery charges were calculated based on the then-anticipated cost of the water and sewer infrastructure work. The oversizing recovery charges are pass-through payments which will be made to the Town by future water and wastewater customers who connect to the water and sewer facilities installed by the developer of Mandarina. The Town will then forward the

oversizing recovery charge payments to the developer. Oversizing recovery charges are authorized by Section 14-4-3(C) of the Marana Town Code.

Since then, the developer has installed the offsite water and sewer infrastructure. The Town anticipates formally accepting the infrastructure in the near future, and the developer is now satisfied with the actual cost of the work and does not anticipate the actual cost of the work will change. The developer has also submitted to the Town a revised EDU count for the Mandarina development.

The actual cost of the installation of the water infrastructure is higher than originally anticipated. As a result, Town staff has negotiated a water reconciliation agreement with the developer to increase the oversizing recovery charge to $521.46 per EDU, calculated based on the actual cost of the water infrastructure construction work and the revised EDU count. The actual cost of installing the sewer infrastructure is lower than originally anticipated. As a result, Town staff has negotiated a sewer reconciliation agreement with the developer to decrease the oversizing recovery charge to $330.97 per EDU, calculated based on the actual cost of the sewer infrastructure construction work and the revised EDU count.

Town staff has provided notice of the proposed changes to the oversizing recovery charges to potentially affected property owners pursuant to Section 14-4-5 of the Marana Town Code. Template copies of the respective notices have been included in the agenda materials accompanying this item, which include tables showing the original and modified oversizing recovery charge calculations. Also included are notification area maps of potentially affected properties.

If approved, the water and sewer reconciliation agreements will revise the respective oversizing recovery charges for the Mandarina development as outlined above.

Staff Recommendation:

Staff recommends approval of Resolution No. 2024-030.

Suggested Motion:

I move to adopt Resolution No. 2024-030, approving and authorizing the Mayor to sign reconciliation agreements for construction of water and sewer facilities under private contract with Mandarina Holdings, LLC for the Mandarina development.

Attachments

Resolution No. 2024-030
Exhibit A - Water Reconciliation Agreement
Exhibit B - Sewer Reconciliation Agreement
Notification Letter (Water)
Notification Area Map (Water)
Notification Letter (Sewer)

Notification Area Map (Sewer)
Mandarina Protected Facilities Agreement (Water)
Mandarina Protected Facilities Agreement (Sewer)

MARANA RESOLUTION NO. 2024-030

RELATING TO WATER AND WASTEWATER; APPROVING AND AUTHORIZING THE MAYOR TO SIGN RECONCILIATION AGREEMENTS FOR CONSTRUCTION OF WATER AND SEWER FACILITIES UNDER PRIVATE CONTRACT WITH MANDARINA HOLDINGS, LLC FOR THE MANDARINA DEVELOPMENT

WHEREAS the Town of Marana adopted Resolution No. 2021-11 on February 2, 2021, approving and authorizing the Mayor to sign agreements entitled "Town of Marana Agreement for Construction of Water Facilities Under Private Contract – Mandarina Offsite Water," recorded in the office of the Recorder of Pima County, Arizona, on February 5, 2021, at Sequence No. 20210360145, and the "Town of Marana Agreement for Construction of Water Facilities Under Private Contract – Mandarina Offsite Sewer," recorded in the office of the Recorder of Pima County, Arizona, on February 5, 2021, at Sequence No. 20210360146; and

WHEREAS the Town anticipates accepting the water and sewer infrastructure construction work in the near future; and

WHEREAS the developer of Mandarina is now satisfied with the actual cost of the work and does not anticipate the cost will change even though the work has not yet been fully accepted by the Town; and

WHEREAS the developer has submitted to the Town a revised equivalent demand unit (EDU) count for the development; and

WHEREAS the actual cost of the water infrastructure construction work pursuant to the Mandarina Water Agreement was higher than contemplated when the Mandarina Water Agreement was entered into, and the actual cost of the sewer infrastructure construction work pursuant to the Mandarina Sewer Agreement was lower than the contemplated when the Mandarina Sewer Agreement was entered into; and

WHEREAS Town staff has negotiated reconciliation agreements for construction of water facilities under private contract for the Mandarina offsite water and sewer infrastructure to increase the oversizing recovery charge payable pursuant to the terms of the Mandarina Water Agreement and to decrease the oversizing recovery charge payable pursuant to the terms of the Mandarina Sewer Agreement to reflect the actual cost of the water and sewer infrastructure construction work and the revised EDU count; and

WHEREAS the Mayor and Council find that entering into the reconciliation agreements is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, AS FOLLOWS: the Town of Marana Reconciliation Agreement for Construction of Water Facilities Under Private Contract – Mandarina Offsite Water and the Town of Marana Reconciliation Agreement for Construction of Sewer Facilities Under Private Contract – Mandarina Offsite Sewer, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibits A and B, respectively, are hereby approved, the Mayor is hereby authorized and directed to sign them for and on behalf of the Town of Marana, and the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the agreements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 2nd day of April, 2024.

_____
Mayor Ed Honea

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

TOWN OF MARANA
RECONCILIATION AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Mandarina Offsite Water

THIS RECONCILIATION AGREEMENT (this "Reconciliation Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Parties entered into an agreement entitled "Town of Marana Agreement for Construction of Water Facilities under Private Contract – Mandarina Offsite Water," recorded in the office of the Recorder of Pima County, Arizona, on February 5, 2021, at Sequence No. 20210360145 (the "Mandarina Water Agreement").

B. Among other things, pursuant to Marana Town Code section 14-4-3 (C), paragraph 1.8 of the Mandarina Water Agreement established an "oversizing recovery charge" of $499.50 per equivalent demand unit ("EDU") based on the Developer's then-anticipated costs of the "Work," as that term is defined in paragraph 1.1 of the Mandarina Water Agreement, and based on the anticipated EDU count.

C. As set forth in Recital H of the Mandarina Water Agreement, the anticipated cost of the Work at that time was $1,363,643.00.

D. Pursuant to paragraph 1.8 of the Mandarina Water Agreement, the number of anticipated EDU connections on the "Subject Property," as that term is defined in Recital B of the Mandarina Water Agreement, to the "Developer-Installed Facility," as defined in paragraph 1.1 of the Mandarina Water Agreement, was at that time 2,005 EDUs. Also pursuant to paragraph 1.8, the Parties determined that the Developer-Installed Facility would have "sufficient capacity to serve an additional 725 EDUs as a result of and upon completion of the Work and after connection to" the 2,005 EDUs on the Subject Property.

E. Paragraph 1.8.6 of the Mandarina Water Agreement states that final construction quantities and amounts will be provided after construction of the Developer-Installed Facility is completed; and paragraph 1.8.5 provides that if "the actual pipe capacity and/or the actual number of lots and size of meters used to develop the Subject Property results in a different EDU count, the number of EDUs required to pay the oversizing recovery charge" shall be adjusted and the oversizing recovery charge shall be re-calculated accordingly.

F. The Town anticipates formally accepting the Work in the near future. The Developer is now satisfied with the actual cost of the Work and does not anticipate the actual cost of the Work will change even though the Work has not yet been formally accepted by the Town.

G. The Developer has also submitted to the Town a revised EDU count for the Subject Property consisting of EDUs now currently planned for the development.

H. The Parties at this time desire to reconcile the oversizing recovery charge payable to the Developer pursuant to the terms of the Mandarina Water Agreement to reflect the actual cost of the Work and the revised EDU count.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in the Mandarina Water Agreement and in this Reconciliation Agreement, the Parties hereby agree as follows:

1. *Amendment of oversizing recovery charge.* The Parties agree and acknowledge that the Developer's actual cost of completing the Work was $1,423,575.00 and that the EDU count for the Subject Property now consists of 1,924 EDUs. As a result, the number of additional EDUs that can reasonably be served by the oversized facility has increased to 806 EDUs. Accordingly, pursuant to Marana Town Code section 14-4-3 (C), the oversizing recovery charge established under paragraph 1.8 of the Mandarina Water Agreement is hereby modified and increased to $521.46 per EDU for connections whose capacity is made possible as a result of the Work.

2. *No further amendments to the oversizing recovery charge.* In light of Recitals F and G, the Parties hereby agree that that no further amendments to the Mandarina Water Agreement shall be made related to the actual cost of the Work or to the oversizing recovery charge amount.

3. *Confirmation of remaining terms of the Mandarina Water Agreement*. Except as expressly modified by this Reconciliation Agreement, all other provisions and limitations set forth in the Mandarina Water Agreement, including without limitation those pertaining to the oversizing recovery charge, remain in place and are unchanged by this Reconciliation Agreement.

4. *Cancellation for conflict of interest.* This Reconciliation Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Reconciliation Agreement as of the last date set forth below their respective signatures.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":

MANDARINA HOLDINGS, LLC, an Arizona limited liability company
By: KDL INVESTMENTS, LLC, an Arizona limited liability company, its sole Member

By: _____
Karl N. Huish, Manager

Date: 2/15/24

State of Arizona)
ss
County of Maricopa)

The foregoing instrument was acknowledged before me on 02/15/2024 by Karl N. Huish, the Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, the sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company, on behalf of MANDARINA HOLDINGS, LLC.

(Seal)

MEGAN LANDOWSKI
Notary Public
Commission Number 653978
Expires: July 30, 2027
Maricopa County

Megan Landowski
Notary Public

TOWN OF MARANA
RECONCILIATION AGREEMENT FOR CONSTRUCTION OF SEWER FACILITIES UNDER PRIVATE CONTRACT

Mandarina Offsite Sewer

THIS RECONCILIATION AGREEMENT (this "Reconciliation Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. The Parties entered into an agreement entitled "Town of Marana Agreement for Construction of Sewer Facilities under Private Contract – Mandarina Offsite Sewer," recorded in the office of the Recorder of Pima County, Arizona, on February 5, 2021, at Sequence No. 20210360146 (the "Mandarina Sewer Agreement").

B. Among other things, pursuant to Marana Town Code section 14-4-3 (C), paragraph 1.8 of the Mandarina Sewer Agreement established an "oversizing recovery charge" of $416.89 per equivalent demand unit ("EDU") based on the Developer's then-anticipated costs of the "Work," as that term is defined in paragraph 1.1 of the Mandarina Sewer Agreement, and based on the then-anticipated EDU count.

C. As set forth in Recital H of the Mandarina Sewer Agreement, the anticipated cost of the Work at that time was $2,054,036.00.

D. Pursuant to paragraph 1.8 of the Mandarina Sewer Agreement, the number of anticipated EDU connections on the "Subject Property," as that term is defined in Recital B of the Mandarina Sewer Agreement, to the "Developer-Installed Facility," as defined in paragraph 1.1 of the Mandarina Sewer Agreement, was at that time 2,005 EDUs. Also pursuant to paragraph 1.8, the Parties determined that the Developer-Installed Facility would have "sufficient capacity to serve an additional 2,922 EDUs as a result of and upon completion of the Work and after connection to" the 2,005 EDUs on the Subject Property.

E. Paragraph 1.8.6 of the Mandarina Sewer Agreement states that final construction quantities and amounts will be provided after construction of the Developer-Installed Facility is completed; and paragraph 1.8.5 provides that if "the actual number of lots and size of meters used to develop the Subject Property results in a different EDU count, the number of EDUs required to pay the oversizing recovery charge" shall be adjusted and the oversizing recovery charge shall be re-calculated accordingly.

F. The Town anticipates formally accepting the Work in the near future. The Developer is now satisfied with the actual cost of the Work and does not anticipate the actual cost of the Work will change even though the Work has not yet been formally accepted by the Town.

G. The Developer has also submitted to the Town a revised EDU count for the Subject Property consisting of EDUs now currently planned for the development.

H. The Parties at this time desire to reconcile the oversizing recovery charge payable to the Developer pursuant to the terms of the Mandarina Sewer Agreement to reflect the actual cost of the Work and the revised EDU count.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in the Mandarina Sewer Agreement and in this Reconciliation Agreement, the Parties hereby agree as follows:

1. *Amendment of oversizing recovery charge.* The Parties agree and acknowledge that the Developer's actual cost of completing the Work was $1,630,676.45 and that the EDU count for the Subject Property now consists of 1,924 EDUs. As a result, the number of additional EDUs that can reasonably be served by the oversized facility has increased to 3,003 EDUs. Accordingly, pursuant to Marana Town Code section 14-4-3 (C), the oversizing recovery charge established under paragraph 1.8 of the Mandarina Sewer Agreement is hereby modified and decreased to $330.97 per EDU for connections whose capacity is made possible as a result of the Work.

2. *No further amendments to the oversizing recovery charge.* In light of Recitals F and G, the Parties hereby agree that that no further amendments to the Mandarina Sewer Agreement shall be made related to the actual cost of the Work or to the oversizing recovery charge amount.

3. *Confirmation of remaining terms of the Mandarina Sewer Agreement.* Except as expressly modified by this Reconciliation Agreement, all other provisions and limitations set forth in the Mandarina Sewer Agreement, including without limitation those pertaining to the oversizing recovery charge, remain in place and are unchanged by this Reconciliation Agreement.

4. *Cancellation for conflict of interest.* This Reconciliation Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Reconciliation Agreement as of the last date set forth below their respective signatures.

THE "TOWN":

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

The "Developer":

MANDARINA HOLDINGS, LLC, an Arizona limited liability company
By: KDL INVESTMENTS, LLC, an Arizona limited liability company, its sole Member

By: _____
Karl N. Huish, Manager

Date: 2/15/24

State of Arizona)
ss
County of Maricopa)

The foregoing instrument was acknowledged before me on 02/15/2024 by Karl N. Huish, the Manager of KDL INVESTMENTS, LLC, an Arizona limited liability company, the sole Member of MANDARINA HOLDINGS, LLC, an Arizona limited liability company, on behalf of MANDARINA HOLDINGS, LLC.

(Seal)

MEGAN LANDOWSKI
Notary Public
Commission Number 653978
Expires: July 30, 2027
Maricopa County

Megan Landowski
Notary Public

MARANA AZ
WATER

February 27, 2024

Via First Class Mail

[Name
Company Name (if applicable)
Address
Address]

Notice of Protected Facility Oversizing Recovery Charge Increase and of the April 2, 2024, Town Council Meeting (Mandarina Offsite Water)

Dear Property Owner:

You are listed on public records as being an owner of property located in the land area identified on the enclosed notification area map entitled "Mandarina Protected Facilities Agreement – Water." The designated properties are properties that could potentially be served by the Mandarina protected water facility, which has now been constructed.

As stated in our January 13, 2021, letter titled, "Notice of Protected Facility and Associated Charge (Mandarina Water Main)," the Town adopted Marana Resolution No. 2021-011 on February 2, 2021, authorizing an agreement with Mandarina Holdings, LLC for the construction of offsite water infrastructure, including water facilities oversized to serve future development beyond Mandarina. To ensure fair-share reimbursement by property owners who use and benefit from the oversized infrastructure, the agreement established an oversizing recovery charge of $499.50 per single family residence (or equivalent demand unit; hereinafter, "EDU"). This oversizing recovery charge is in addition to all other charges and fees associated with the development of the property and is payable concurrently with a new water connection served by the protected facility. The oversizing recovery charge for the protected water facility was established based on the cost and capacity of the facility and is detailed in the table entitled "Mandarina Protected Water Facility Charge Calculation" that was included in our January 13, 2021, letter. This protected facility designation and charge are governed by sections 14-4-4 and 14-4-5 of the Marana Town Code.

The oversizing recovery charge was calculated based on estimated construction costs and the number of EDUs contemplated for the Mandarina

development, totaling $1,363,643.00 and 2,005 EDUs, respectively. Construction of the protected facility is now complete, and the actual cost of construction ended up totaling $1,423,575.00. Additionally, Mandarina Holdings is now planning for 1,924 EDUs to be constructed as part of the Mandarina Development. As a result, it has become necessary to amend the agreement with Mandarina Holdings for the purpose of increasing the oversizing recovery charge from $499.50 per EDU to $521.46 per EDU to account for the actual cost of construction and the change in the number of EDUs planned for the Mandarina development. The table below details the calculations supporting the change.

	Originally Planned	**Currently Planned**
Total cost of construction	$1,363,643.00 (estimated)	$1,423,575.00 (actual)
Total capacity of facility	2,730 EDUs	2,730 EDUs
Capacity used by the properties developed by Mandarina Holdings, LLC	2,005 EDUs	1,924 EDUs
Excess capacity	725	806
Cost for using the facility (the oversizing recovery charge)	**$499.50 per EDU**	**$521.46 per EDU**
Total potential amount reimbursable to Mandarina Holdings, LLC	$362,140.00	$420,294.00

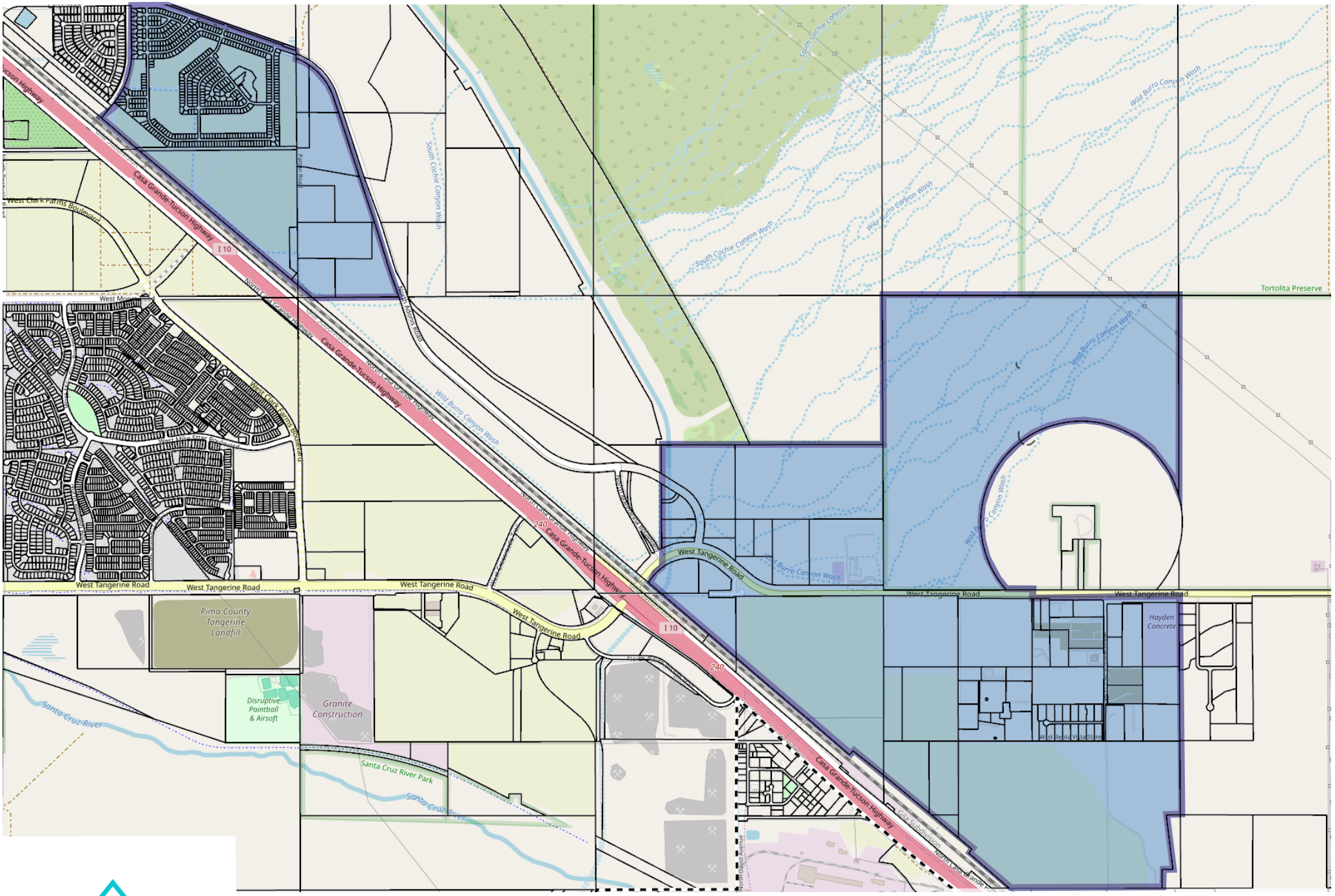
The Town of Marana hereby gives notice that the Marana Town Council is scheduled to consider the adoption of a resolution authorizing an agreement between the Town and Mandarina Holdings, LLC that amends the original agreement between the parties to increase the oversizing recovery charge as described above. The meeting is scheduled to take place on April 2, 2024, at or after 6:00 p.m. in the Council Chambers at the Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona 85653.

Please contact me at (520) 382-2560 or jluo@maranaaz.gov or Assistant Town Attorney David Udall at (520) 382-3492 or dudall@maranaaz.gov if you would like to speak to one of us directly about any questions or concerns.

Sincerely,

Jing Luo, Water Director
Town of Marana

Enclosures: Mandarina Protected Facilities Agreement – Water notification area map



Mandarina Protected Facilities Agreement Water

MARANA AZ

Potentially Affected Properties

Marana Parcels

MARANA AZ
WATER

February 27, 2024

Via First Class Mail

[Name
Company Name (if applicable)
Address
Address]

Notice of Protected Facility Oversizing Recovery Charge Decrease and of the April 2, 2024, Town Council Meeting (Mandarina Offsite Sewer)

Dear Property Owner:

You are listed on public records as being an owner of property located in the land area identified on the enclosed notification area map entitled "Mandarina Protected Facilities Agreement (Sewer)." The designated properties are properties that could potentially be served by the Mandarina protected sewer facility, which has now been constructed.

As stated in our January 13, 2021, letter titled, "Notice of Protected Facility and Associated Charge (Mandarina Sewer Facility)," the Town adopted Marana Resolution No. 2021-011 on February 2, 2021, authorizing an agreement with Mandarina Holdings, LLC for the construction of offsite sewer infrastructure, including sewer facilities oversized to serve future development beyond Mandarina. To ensure fair-share reimbursement by property owners who use and benefit from the oversized infrastructure, the agreement established an oversizing recovery charge of $416.89 per single family residence (or equivalent demand unit; hereinafter, "EDU"). This oversizing recovery charge is in addition to all other charges and fees associated with the development of the property and is payable concurrently with a new connection served by the protected facility. The oversizing recovery charge for the protected sewer facility was established based on the cost and capacity of the facility and is detailed in the table entitled "Mandarina Protected Sewer Facility Charge Calculation" that was included in our January 13, 2021, letter. This protected facility designation and charge are governed by sections 14-4-4 and 14-4-5 of the Marana Town Code.

The oversizing recovery charge was calculated based on estimated construction costs and the number of EDUs contemplated for the Mandarina

development, totaling $2,054,036.00 and 2,005 EDUs, respectively. Construction of the protected facility is now complete, and the actual cost of construction ended up totaling $1,630,676.45. Additionally, Mandarina Holdings is now planning for 1,924 EDUs to be constructed as part of the Mandarina Development. As a result, it has become necessary to amend the agreement with Mandarina Holdings for the purpose of decreasing the oversizing recovery charge from $416.89 per EDU to $330.97 per EDU to account for the actual cost of construction and the change in the number of EDUs planned for the Mandarina development. The table below details the calculations supporting the change.

	Originally Planned	**Currently Planned**
Total cost of construction	$2,054,036.00 (estimated)	$1,630,676.45 (actual)
Total capacity of facility	4,927 EDUs	4,927 EDUs
Capacity used by the properties developed by Mandarina Holdings, LLC	2,005 EDUs	1,924 EDUs
Excess capacity	2,922	3,003
Cost for using the facility (the oversizing recovery charge)	**$416.89 per EDU**	**$330.97 per EDU**
Total potential amount reimbursable to Mandarina Holdings, LLC	$1,218,164.00	$993,895.00

The Town of Marana hereby gives notice that the Marana Town Council is scheduled to consider the adoption of a resolution authorizing an agreement between the Town and Mandarina Holdings, LLC that amends the original agreement between the parties to decrease the oversizing recovery charge as described above. The meeting is scheduled to take place on April 2, 2024, at or after 6:00 p.m. in the Council Chambers at the Marana Municipal Complex, 11555 West Civic Center Drive, Marana, Arizona 85653.

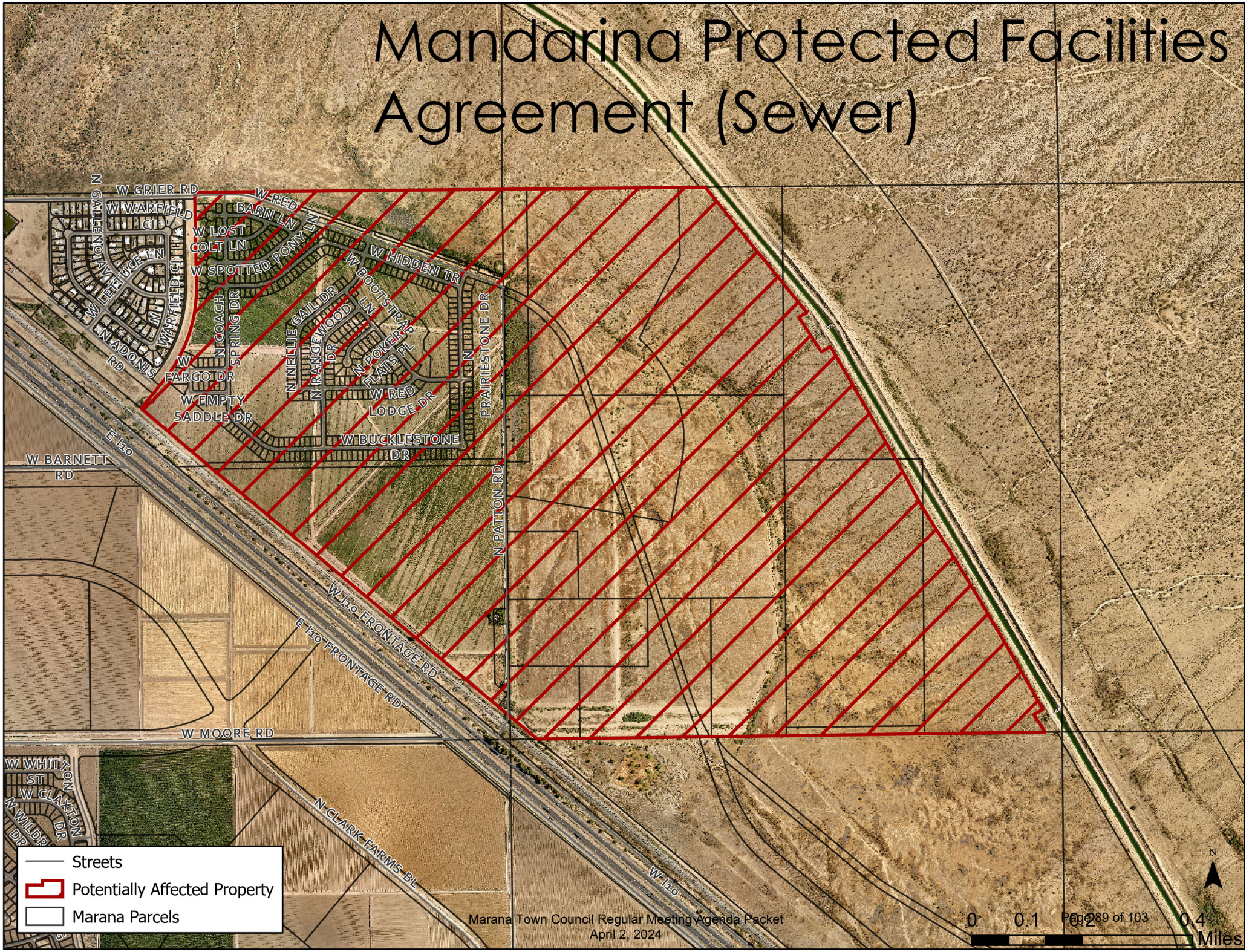
Please contact me at (520) 382-2560 or jluo@maranaaz.gov or Assistant Town Attorney David Udall at (520) 382-3492 or dudall@maranaaz.gov if you would like to speak to one of us directly about any questions or concerns.

Sincerely,

Jing Luo, Water Director
Town of Marana

Enclosures: Mandarina Protected Facilities Agreement (Sewer) notification area map

Mandarina Protected Facilities Agreement (Sewer)



GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: EYC
DEPUTY RECORDER
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TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF WATER FACILITIES UNDER PRIVATE CONTRACT

Mandarina Offsite Water

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time ("Marana Town Code Title 14").

B. The Developer desires for the Town to provide water service to the land described and depicted in the Mandarina Specific Plan, adopted by Marana Ordinance No. 2009.02, recorded in the Pima County Recorder's office at Docket 13499, Page 8 (Sequence 20090340005), and amended by an administrative amendment dated October 30, 2019, whose land area is referred to in this Agreement as the "Subject Property."

C. The Developer is the owner of the "Subject Property."

D. As a condition of securing water service from the Town for the Subject Property, the Developer agrees to install those certain water infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Water Plan for Mandarina Offsite Public 16" Water, Zone X Transmission Main, Plan No. ENG 2019-003 sealed by Robert J. Iannarino on August 6, 2020 and approved by the Town of Marana Water Director on August 18, 2020 (the "Facility Plan"), which is on file in the office of the Town of Marana Water Department.

E. The Parties are also parties to the "Mandarina Development Agreement," recorded in the Pima County Recorder's office on December 4, 2020 at Sequence 2020 03390091 and approved by Marana Resolution No. 2020-130, adopted by the Marana Town Council on December 1, 2020.

F. The Mandarina Development Agreement governs development of the Subject Property and anticipates the Developer's installation of the Developer-Installed Facility, which is referred to in the Mandarina Development Agreement as the "Offsite 16-Inch Potable Water Main."

G. If constructed as designed, the Developer-Installed Facility will include elements and capacity sufficient to serve other new Town customers, and to that extent the Parties wish to provide for partial reimbursement to the Developer in accordance with Marana Town Code section 14-4-3 (capacity requirements).

H. If constructed as designed, the current total estimated construction cost for the Developer-Installed Facility is $1,363,643.

I. Based on the water modeling for the development of the Subject Property, and assuming 2,000 gallons per minute of capacity is set aside for fire flow, the Town concludes that the Developer-Installed Facility will have total capacity for 2,730 EDUs. The Parties currently assume that 2,005 EDUs will be developed on the Subject Property, which would leave excess capacity in the Developer-Installed Facility of 725 EDUs.

J. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

K. The Town is willing to accept the Developer-Installed Facility and permit it to be connected to the Town water system provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. The Developer-Installed Facility

1.1. *Developer installation of the Developer-Installed Facility.* The Developer has designed and shall install, at the Developer's own expense (subject to the reimbursement provisions of this Agreement and the Mandarina Development Agreement), the water infra-structure improvements as depicted in the Facility Plan. The water infrastructure improvements depicted on the Facility Plan are referred to in this Agreement as the "Developer-Installed Facility," and shall conform to the design standards of the City of Tucson Water Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan note identifying the Developer-In-stalled Facility as a new water facility and shall show any and all alterations to the existing water system. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.2. *Competitive bids.* As a condition of and prerequisite to receiving any reimbursement under this Agreement, the Developer shall go through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

1.3. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

1.4. *Payment of connection fees.* Before any service connections are made from the Town's water system to the Developer-Installed Facility, the person or entity seeking the service connection shall pay to the Town the connection fees and any other fees required by Marana Town Code Title 14.

1.5. *Developer-Installed Facility acceptance by Town.* No service connections shall be made from the Town's water system to the Applicant-Installed Facility until the Applicant-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title

1.6. *Developer's certification*. Execution of this Agreement certifies that the Developer has reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.7. *Termination for lack of Work*. Approval of the Facility Plan shall lapse and this Agreement shall terminate if more than one year has passed since the date of this Agreement and the Work has not begun, or if the Work is discontinued for a period of one year.

1.8. *Oversizing Recovery Charge*. The Parties have determined that the Developer-In- stalled Facility will have sufficient capacity to serve an additional 725 EDUs as a result of and upon completion of the Work and after connection of 2,005 EDUs on the Subject Property. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an "oversizing recovery charge" of $499.50 per EDU for connections whose capacity is made possible as a result of the Work. For purposes of this paragraph, all of the following apply:

1.8.1. The oversizing recovery charge shall be payable only until the Developer- Installed Facility reaches its design capacity, currently anticipated to be for an additional 725 EDUs made possible as a result of the Work or until the termination of the Mandarina Development Agreement, whichever occurs first. Based on the oversizing recovery charge of $499.50 per EDU, the Parties' current estimate of the Developer's total potential reimbursement from the Town from oversizing recovery charges under this Agreement is $362,137.50.

1.8.2. The Town will deposit the oversizing recovery charge payments for constructed EDUs benefitted by the Developer-Installed Facility in the "Reimbursement Account" established pursuant to the Mandarina Development Agreement and will reimburse the Developer in accordance with the "Reimbursement Payments" provision of the Mandarina Development Agreement.

1.8.3. The Developer shall have a beneficial ownership interest in the service area for the Developer-Installed Facility sufficient to prohibit connection in that area unless and until the oversizing recovery charge is paid.

1.8.4. One EDU is a typical single-family residence served by a five-eighths inch meter. EDU equivalencies for other uses and meter sizes shall be based on standard Town equivalency tables and calculations.

1.8.5. The number of EDUs subject to the oversizing recovery charge has been calculated based on a calculated 16" pipe capacity and assuming the development of 2005 lots on the Subject Property served by five-eighths inch meters. If the actual pipe capacity and/or the actual number of lots and size of meters used to develop the Subject Property results in a different EDU count, the number of EDUs required to pay the oversizing recovery charge shall be adjusted accordingly, based on standard Town equivalency tables and calculations, and the "oversizing recovery charge" set forth in subparagraph 1.8.1 above shall be re-calculated accordingly.

1.8.6. The Parties acknowledge that final construction quantities and amounts will be provided after construction of the Developer Installed-Facility is completed.

1.8.7. The Town makes no guarantee that the Developer will receive full

reimbursement of the Developer's cost of completing the Work.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Developer shall employ a registered Civil Engineer to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plan.

2.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

2.3. *Inspection provisions.* The Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

2.4. *Payment of Town inspector's overtime cost.* If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

3. Preconstruction Procedure

3.1. *Request to begin construction.* The Developer shall submit a written request to begin construction to the Town five working days before the Work is to commence.

3.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals.* The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work. Town permit fees for the Work are waived pursuant to the Mandarina Development Agreement.

4. Construction

4.1. *Developer's presence on site.* The Developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before

the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

4.2. *Competence and diligence*. The Developer shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Developer agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

4.3. *Paving*. The Applicant shall identify and locate all water valves prior to paving and set valve boxes to final grade after paving.

4.4. *Alterations to the existing Town water system*. The Developer shall, at Developer's expense, make any and all alterations to the existing water system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

4.5. *Worksite safety*. The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

5.1. *Transfer of the Developer-Installed Facility to the Town*. Upon the Town's final acceptance of the Work, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Developer-Installed Facility free and clear of all liens, claims, charges or encumbrances.

5.2. *One-year warranty*. The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited*. The Developer shall not construct or allow the construction of any utility, structure, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facility.

5.4. *Developer's obligation to maintain finished grade*. The Developer guarantees that all service lines, meters, and meter boxes on the Subject Property will be to finished grade and that the Developer will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town*. The Town shall accept title to and take possession of the Developer-Installed Facility when the Work has been completed to the satisfaction of the Town. Subject to the Developer's continuing obligations under this Agreement, the Town shall operate and service the Developer-Installed Facility after taking over possession of it under this paragraph.

6. Miscellaneous

6.1. *Indemnity*. Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but

not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facility.

6.2. *Binding effect.* This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

6.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town.

6.4. *Cancellation for conflict of interest.* This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

THE "TOWN":

TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 2/3/2021

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "DEVELOPER":

MANDARINA HOLDINGS, LLC,
an Arizona limited liability company

By: _____
Karl N. Huish, Manager

Date: 1/22/21

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me on January 25, 2021 by Karl N. Huish, the Manager of MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"), on its behalf.

(Seal)

HANNAH JUNE MARTIN
Notary Public
Commission Number 583950
Expires: June 6, 2024
Maricopa County

_____
Notary Public

GABRIELLA CÁZARES-KELLY, RECORDER
Recorded By: EYC
DEPUTY RECORDER
5013

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TOWN OF MARANA AGREEMENT FOR CONSTRUCTION OF SEWER FACILITIES UNDER PRIVATE CONTRACT

Mandarina Offsite Sewer

THIS AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement is entered into and authorized pursuant to Title 14 of the Marana Town Code as it may be amended from time to time ("Marana Town Code Title 14").

B. The Developer desires for the Town to provide sewer service to the land described and depicted in the Mandarina Specific Plan, adopted by Marana Ordinance No. 2009.02, recorded in the Pima County Recorder's office at Docket 13499, Page 8 (Sequence 20090340005), and amended by an administrative amendment dated October 30, 2019, whose land area is referred to in this Agreement as the "Subject Property."

C. The Developer is the owner of the "Subject Property."

D. As a condition of securing sewer service from the Town for the Subject Property, the Developer agrees to install those certain sewer infrastructure improvements (the "Developer-Installed Facility") in accordance with the required plans, specifications, and materials as outlined and depicted in the Plan for Mandarina Offsite Public 15" Sewer, Plan No. ENG 2002-903 sealed by Robert J. Iannarino on August 12, 2020 and approved by the Town of Marana Water Director on August 19, 2020 (the "Facility Plan"), which is on file in the office of the Town of Marana Water Department.

E. The Parties are also parties to the "Mandarina Development Agreement," recorded in the Pima County Recorder's office on December 4, 2020 at Sequence 202003390091 approved by Marana Resolution No. 2020-130, adopted by the Marana Town Council on December 1, 2020.

F. The Mandarina Development Agreement governs development of the Subject Property and anticipates the Developer's installation of the Developer-Installed Facility, which is referred to in the Mandarina Development Agreement as the "Offsite 15-Inch Sewer."

G. If constructed as designed, the Developer-Installed Facility will include elements and capacity sufficient to serve other new Town customers, and to that extent the Parties wish to provide for partial reimbursement to the Developer in accordance with Marana Town Code section 14-4-3 (capacity requirements).

H. If constructed as designed, the current total estimated construction cost for the Developer-Installed Facility is $2,054,036.

I. The Developer-Installed Facility has capacity for 4,927 EDUs. The Subject Property is estimated to have a total of 2,005 EDUs, leaving excess capacity in the Developer-Installed Facility of 2,922 EDUs.

J. The Developer desires that the Town take ownership of, operate, and service the Developer-Installed Facility.

K. The Town is willing to accept the Developer-Installed Facility and permit it to be connected to the Town sewer system provided it meets Town standards and the work is done in accordance with Town requirements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. The Developer-Installed Facility

1.1. *Developer installation of the Developer-Installed Facility.* The Developer has designed and shall install, at the Developer's own expense (subject to the reimbursement provisions of this Agreement), the sewer infrastructure improvements as depicted in the Facility Plan. The sewer infrastructure improvements depicted on the Facility Plan are referred to in this Agreement as the "Developer-Installed Facility," and shall conform to the design standards of the Pima County Regional Wastewater Reclamation Department and the Town of Marana Town Code Title 14 and special specifications and details as approved by the Town and by this reference made a part of this Agreement. The Facility Plan shall include a plan note identifying the Developer-Installed Facility as a new sewer facility and shall show any and all alterations to the existing sewer system. Construction and installation of the Developer-Installed Facility in accordance with the Facility Plan, including without limitation all labor, materials, equipment, supplies, and tools required for the construction and installation, is referred to in this Agreement as the "Work."

1.2. *Competitive bids.* As a condition of and prerequisite to receiving any reimbursement under this Agreement, the Developer shall go through the competitive bidding process for the Work in compliance with Title 34 of the Arizona Revised Statutes.

1.3. *Work by licensed contractor.* The Work shall be performed by a contractor properly licensed by the State of Arizona as determined by the Arizona Registrar of Contractors. In addition to any other contractor's license classifications required by the Arizona Registrar of Contractors, the contractor shall hold contractor's license classifications A, A-12 and A-16.

1.4. *Payment of connection fees.* Before any service connections are made from the Town's sewer system to the Developer-Installed Facility, the person or entity seeking the

service connection shall pay to the Town the connection fees and any other fees required by Marana Town Code Title 14.

1.5. *Developer-Installed Facility acceptance by Town.* Service connections shall not be made to the Developer-Installed Facility, and the Developer-Installed Facility shall not be connected to the Town's sewer system, until the Developer-Installed Facility has been accepted by the Town in accordance with Marana Town Code Title 14.

1.6. *Developer's certification.* Execution of this Agreement certifies that the Developer has reviewed the Facility Plan and all other specifications applicable to the Work and has approved and agrees with the location of all service lines.

1.7. *Termination for lack of Work.* Approval of the Facility Plan shall lapse and this Agreement shall terminate if more than one year has passed since the date of this Agreement and the Work has not begun, or if the Work is discontinued for a period of one year.

1.8. *Oversizing Recovery Charge.* The Parties have determined that the Developer-Installed Facility will have sufficient capacity to serve an additional 2,922 EDUs as a result of and upon completion of the Work and after connection of 2,005 EDUs on the Subject Property. Consequently, pursuant to Marana Town Code section 14-4-3 (C), the Town hereby establishes an "oversizing recovery charge" of $416.89 per EDU for connections whose capacity is made possible as a result of the Work. For purposes of this paragraph, all of the following apply:

1.8.1. The oversizing recovery charge shall be payable only until the Developer-Installed Facility reaches its design capacity, currently anticipated to be for an additional 2,922 EDUs whose capacity is made possible as a result of the Work or until the termination of the Mandarina Development Agreement, whichever occurs first. Based on the oversizing recovery charge of $416.89 per EDU, the Parties' current estimate of the Developer's total potential reimbursement through oversizing recovery charges for the Developer-Installed Facility is $1,218,164.

1.8.2. The Town will deposit the oversizing recovery charge payments for constructed EDUs benefitted by the Developer-Installed Facility in the "Reimbursement Account" established pursuant to the Mandarina Development Agreement and will reimburse the Developer in accordance with the "Reimbursement Payments" provision of the Mandarina Development Agreement.

1.8.3. The Developer shall have a beneficial ownership interest in the service area for the Developer-Installed Facility sufficient to prohibit connection in that area unless and until the oversizing recovery charge is paid.

1.8.4. One EDU is a typical single-family residence served by a five-eighths inch meter. EDU equivalencies for other uses and meter sizes shall be based on standard Town equivalency tables and calculations.

1.8.5. The number of EDUs subject to the oversizing recovery charge has been calculated assuming the development of 2005 lots on the Subject Property served by five- eighths inch meters. If the actual number of lots and size of meters used to

develop the Subject Property results in a different EDU count, the number of EDUs required to pay the oversizing recovery charge shall be adjusted accordingly, based on standard Town equivalency tables and calculations, and the "oversizing recovery charge" set forth in subparagraph 1.8.1 above shall be re-calculated accordingly.

1.8.6. The Parties acknowledge that final construction quantities and amounts will be provided after construction of the Developer Installed-Facility is completed.

1.8.7. The Town makes no guarantee that the Developer will receive full reimbursement of the Developer's cost of completing the Work.

2. Engineering and Inspection

2.1. *Registered civil engineer.* The Developer shall employ a registered Civil Engineer to design, lay out, establish control lines for and certify the layout of the Work according to the Facility Plan.

2.2. *Town inspector's authority.* Any inspector authorized by the Town shall have full inspection authority over the Work.

2.3. *Inspection provisions.* The Developer shall furnish the Town's inspector with all facilities reasonably necessary to inspect the Work. The Work shall be subject to Town inspection at all times. Defective work shall be corrected in a manner satisfactory to the Town's inspector. Inspection by the Town is for the purpose of ensuring compliance with plans and specifications only. The Town makes no guarantee as to the safety or engineering soundness of plans prepared by the Developer or any contractor.

2.4. *Payment of Town inspector's overtime cost.* If scheduling by the Developer's contractor reasonably requires the Town's inspector to work overtime, the Developer or Developer's contractor shall pay the Town for any additional salaries, expenses or employee benefits relating to the overtime. For purposes of this paragraph, overtime is any time over 40 hours worked in a seven-day work period, any time over eight hours worked Monday through Friday, and any time worked on weekends and legal holidays observed by the Town.

3. Preconstruction Procedure

3.1. *Request to begin construction.* The Developer shall submit a written request to begin construction to the Town five working days before the Work is to commence.

3.2. *Construction permit.* This Agreement shall be completed, signed and notarized, and returned to the Town prior to issuance of a construction permit for the Work.

3.3. *Start and completion of the Work.* No portion of the Work shall begin until the Town has issued a construction permit specifying the starting date and a reasonable time for completion.

3.4. *Progress of the Work.* The Work shall be commenced and carried on at such points and in such order as may be directed by the Town.

3.5. *Materials sampling and testing.* Materials shall be available for sampling and testing by the Town prior to being used in the Work. Materials that fail to meet Town specification shall be removed from the site.

3.6. *Permits and approvals.* The Developer shall, at Developer's expense, obtain all necessary permits and licenses for the Work, pay all fees and comply with all laws, ordinances and regulations relating to the Work. Town permit fees for the Work are waived pursuant to the Mandarina Development Agreement.

4. Construction

4.1. *Developer's presence on site.* The Developer, or Developer's designated agent, shall be present at all times during performance of the Work. The name of the Developer's designated agent and the contractor performing the Work shall be furnished to the Town before the Work begins. Instructions given by the Town to the designated agent shall be deemed to have been given to the Developer.

4.2. *Competence and diligence.* The Developer shall employ only competent and efficient laborers, mechanics or artisans on the Work, and the Developer agrees to perform diligently to complete the Work on or before the completion date given in the notice to proceed.

4.3. *Alterations to the existing Town sewer system.* The Developer shall, at Developer's expense, make any and all alterations to the existing sewer system either on-site or off-site necessitated by paving, drainage, or other improvements caused by the development of the Subject Property.

4.4. *Worksite safety.* The Developer shall require all contractors and subcontractors performing any portion of the Work to comply with all safety requirements of the Occupational Safety and Hazards Act as set forth by the Federal Government and as implemented by the State of Arizona. The Developer or its contractors shall be solely responsible for all fines or other penalties provided for by law for any violations of the Occupational Safety Hazards Act.

5. Dedication

5.1. *Transfer of the Developer-Installed Facility to the Town.* Upon the Town's final acceptance of the Work, the Developer shall at no cost grant, bargain, sell, convey, transfer and deliver to the Town the Developer-Installed Facility free and clear of all liens, claims, charges or encumbrances.

5.2. *One-year warranty.* The Developer guarantees the Work to be free from all failures due to poor workmanship or materials for a period of one year from the date of the Town's final acceptance of the Work.

5.3. *Other conflicting construction prohibited.* The Developer shall not construct or allow the construction of any utility, structure, building, or other improvement that would interfere with the operation or maintenance of the Developer-Installed Facility.

5.4. *Developer's obligation to maintain finished grade.* The Developer guarantees that all service lines and other sewer facilities on the Subject Property will be to finished grade and that Developer will remain responsible for raising or lowering said services as required until the Subject Property is fully developed.

5.5. *Acceptance by the Town.* The Town shall accept title to and take possession of the Developer-Installed Facility when the Work has been completed to the satisfaction of the Town. Subject to the Developer's continuing obligations under this Agreement, the Town shall operate and service the Developer-Installed Facility after taking over possession of it under this paragraph.

6. Miscellaneous

6.1. *Indemnity.* Developer shall indemnify, defend, and hold harmless the Town, its Mayor and Council, officers and employees, boards, committees and commissions from and against any loss, claim, suit, demand, cause of action, or liability of any nature, including but not limited to damage to property and injuries to persons, including death, arising or alleged to have arisen, in whole or in part, out of any negligent act or omission of the Developer or any contractor, subcontractor, or any person employed directly or indirectly by any of them in the performance of the Work or in the operation of the Developer-Installed Facility.

6.2. *Binding effect.* This agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

6.3. *Consent required for assignment.* The Developer may not assign this Agreement without the prior written consent of the Town.

6.4. *Cancellation for conflict of interest.* This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

THE "TOWN":

TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 2/3/2021

ATTEST:

_____
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE "DEVELOPER":

MANDARINA HOLDINGS, LLC,
an Arizona limited liability company

By: _____
Karl N. Huish, Manager

Date: 1-22-21

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me on January 25, 2021 by Karl N. Huish, the Manager of MANDARINA HOLDINGS, LLC, an Arizona limited liability company (the "Developer"), on its behalf.

(Seal)

HANNAH JUNE MARTIN
Notary Public
Commission Number 583950
Expires: June 6, 2024
Maricopa County

_____
Notary Public