MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 15, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, 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 15, 2025, at or after 6:00 PM located in the Council Chambers of the Ed Honea 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. Revisions to the agenda 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 Ed Honea 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 Ed Honea 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 Arbor Day (David L. Udall)

PR2 Proclamation Recognizing Laine McDonald (David L. Udall)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Ordinance No. 2025.009: Relating to Finance; providing that Town of Marana elected officials and employees shall receive free memberships to the Marana Aquatic and Recreation Center (MARC); amending the Town of Marana Comprehensive Fee Schedule related to the MARC to add reduced fees for Town elected official and employee family memberships, to clarify the description for multipurpose room rental, and to eliminate the child watch fee; and declaring an emergency (Jim Conroy)

C2 Resolution No. 2025-031: Relating to Administration; approving and authorizing the Mayor to execute Amendment Four to the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

C3 Resolution No. 2025-032: Relating to Budget; approving the addition of a new Capital Improvement Project known as the Willow Ridge Drainage Improvement Project and transferring up to $700,000 in General Fund expenditure authority from the Public Works Department, CIP Division restricted account to the newly-created project in the current fiscal year 2024-2025 budget (Fausto Burruel)

C4 Resolution No. 2025-033: Relating to Development; approving a Final Plat for North Klos Ranch, Lots 1 – 3, located approximately four-tenths of a mile north of W. Tangerine Road on the east side of N. Klos Drive (Scott Radden)

C5 Resolution No. 2025-034: Relating to Public Works; approving and authorizing the Mayor to sign a Utility Removal and Abandonment Reimbursement Agreement with Lumen affiliate Qwest Corporation D/B/A CenturyLink QC for the removal and abandonment of certain communications facilities as part of the North Marana Sewer Interceptor Project (George Cardieri)

C6 Resolution No. 2025-035: Relating to Public Works; approving and authorizing the Mayor to sign a Joint Utility Trench and Relocation Reimbursement Agreement and an Extension of Utility Prior Rights Agreement with Tucson Electric Power Company for the relocation of certain TEP facilities as part of the North Marana Sewer Interceptor Project (George Cardieri)

C7 Approval of Regular Council Meeting Summary Minutes of April 1, 2025 (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 #001 In-State Producer liquor license submitted by Kimberly Dawn Thompson on behalf of The Rustiks Brewing Company, located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741 (David L. Udall)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #005 Government liquor license submitted by Robert Arnold Padilla on behalf of Mike Jacob Sports Park, located at 6901 North Casa Grande Highway, Tucson, Arizona, 85741 (David L. Udall)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING for the proposed Linda Vista 52 Annexation, located north of Linda Vista Boulevard and southeast of Twin Peaks Road within Section 14, Township 12 South, Range 12 East (Brian D. Varney)

A2 Resolution No. 2025-036: Relating to Municipal Court; appointing Elizabeth "Libby" Shelton as Marana Town Magistrate for a three-year term beginning May 3, 2025; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Elizabeth "Libby" Shelton (Jane Fairall)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Ordinance No. 2025.008: Relating to Utilities; amending Marana Town Code Title 14 (Utilities), Chapter 14-5 (Provision of Utility Service); Revising Section 14-5-1 (Customer Responsibility) to clarify requirements related to the use and transportation of water by customers; and designating an effective date (David L. Udall)

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 Public Works; update, discussion, and possible direction regarding public and private transportation, traffic and/or drainage projects in the Town (Fausto Burruel)

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) for discussion of the appointment of Libby Shelton as Town Magistrate, including discussion of the terms of the Town Magistrate Employment Agreement.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 04/15/2025

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: April 15, 2025

Subject: Proclamation Recognizing Arbor Day (David L. Udall)

Attachments

Proclamation

MARANA AZ

PROCLAMATION
Recognizing Arbor Day 2025

WHEREAS, trees can reduce the erosion of our precious topsoil, lower heating and cooling costs, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife, provide wood for homes, increase property values, enhance the economic vitality of business areas, and beautify communities; and

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday known as Arbor Day was first observed with the planting of more than one million trees in Nebraska and is now observed throughout the world; and

WHEREAS, the Town of Marana has celebrated Arbor Day since 2006 with tree plantings involving volunteers, scouts and school groups; and

WHEREAS, the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters, has sponsored Tree City USA.

WHEREAS, Arbor Day 2025 is dedicated to ensuring the health and growth of our planet and its trees. Though silent, the trees undoubtedly appreciate efforts to keep the planet clean and green!

NOW, THEREFORE, the Mayor and Council of the Town of Marana hereby proclaim and recognize **April 25, 2025, as Arbor Day.**

Dated this 15th day of April, 2025.

ATTEST:

David L. Udall, Town Clerk

MARANA AZ

Jon Post, Mayor

Council-Regular Meeting **PR2**

Meeting Date: 04/15/2025

Submitted For: Andrea De La Cruz, Assistant to the Town Manager

Date: April 15, 2025

Subject: Proclamation Recognizing Laine McDonald (David L. Udall)

Attachments

Proclamation

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Recognizing Laine McDonald

WHEREAS, Laine McDonald has dedicated over 19 years of exceptional service to the Town of Marana, bringing passion, professionalism, and an unwavering commitment that has significantly strengthened the Town's judicial system; and

WHEREAS, Laine began her tenure with the Town of Marana on January 23, 2006 serving as a law clerk during her last semester of law school, before becoming a full-time prosecutor in October 2006, where she quickly earned a reputation for upholding the law with fairness, integrity, and respect for everyone she served; and

WHEREAS, as an attorney, she played a vital role on the Town's sign code task force, a role that required a balance of legal expertise and understanding of zoning entitlements, building codes, and First Amendment considerations; and

WHEREAS, in her role as the legal advisor to the Marana Police Department, Laine demonstrated her dedication by being available around the clock to offer legal advice to officers in the field, including at critical moments such as officer-involved shootings; and

WHEREAS, through her hard work, expertise, and determination, Laine earned the esteemed role of Town Magistrate, where she continued to elevate the Marana judicial system by establishing the first in-house Judge Pro Tempore training program for Marana Court and implementing the Firearms Transfer Program, both programs leaving a lasting impact on the efficiency and effectiveness of the court; and

WHEREAS, Laine has also contributed her leadership skills and expertise to statewide initiatives, including serving on the Commission on Access to Justice Rules Workgroup and the Commission on Victims in the Courts, both appointed by the Chief Justice of the Supreme Court, further extending her positive influence beyond Marana; and

WHEREAS, Laine's community spirit shines through her volunteer work with programs such as Lawyers for Literacy and Friendly Phoning, demonstrating her passion to improve the lives of others; and

WHEREAS, she has been a trusted mentor and a source of guidance to all who have had the privilege to work alongside her, imparting her expertise with humility and genuine desire to help others succeed; and

WHEREAS, as Laine McDonald embarks on an exciting new chapter in her career as a Pima County Superior Court Judge, we are confident she will continue to serve with the same dedication, integrity, and passion that have defined her remarkable career in Marana.

NOW, THEREFORE, the Mayor and Council of the Town of Marana, do hereby recognize and commend Laine McDonald for her outstanding service to the Town of Marana, and we invite the citizens of Marana to join us in congratulating her in her new role.

Dated this 15th day of April, 2025.

ATTEST:

David L. Udall, Town Clerk

Jon Post

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 04/15/2025

To: Mayor and Council

Submitted For: Jim Conroy, Parks & Recreation Director

From: Libby Shelton, Deputy Town Attorney

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2025.009: Relating to Finance; providing that Town of Marana elected officials and employees shall receive free memberships to the Marana Aquatic and Recreation Center (MARC); amending the Town of Marana Comprehensive Fee Schedule related to the MARC to add reduced fees for Town elected official and employee family memberships, to clarify the description for multipurpose room rental, and to eliminate the child watch fee; and declaring an emergency (Jim Conroy)

Discussion:

The Town Council adopted Ordinance No. 2025.003 amending the Town of Marana Fee schedule to add various fees related to the Marana Aquatic and Recreation Center (MARC) and Resolution No. 2025-015 declaring the amendments a public record on February 25, 2025. Town staff identified that the language "Resident/Non-Profit Multipurpose Room Rental" was not included on one fee. Town staff additionally decided to remove the single day "Child Watch" fee from the comprehensive fee schedule.

To incentivize continued employment of current Town employees and enhance recruitment opportunities for new Town employees, the proposed Ordinance would allow Town employees, including classified, unclassified, and temporary positions, to have free membership to the MARC while actively employed by the Town. Additionally, an additional category of fees is added to the fee schedule for "Town Employee Family membership". The Town Employee Family membership fees are $35

for one month, $175 for six months, and $350 for one year. The amounts were calculated by subtracting the amount of one "Adult Residential" membership fee from the "Family Residential" membership fee. Additionally, the proposed Ordinance allows free memberships for elected officials during their terms of office.

Financial Impact:

The financial impact of the proposed ordinance will not be significant to the Town's or the MARC's operations.

Staff Recommendation:

Staff recommends adoption of the Ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2025.009, providing that Town of Marana elected officials and employees shall receive free memberships to the Marana Aquatic and Recreation Center (MARC); amending the Town of Marana Comprehensive Fee Schedule related to the MARC to add reduced fees for Town elected official and employee family memberships, to clarify the description for multipurpose room rental, and to eliminate the child watch fee; and declaring an emergency.

Attachments

Ordinance No. 2025.009

MARANA ORDINANCE NO. 2025.009

RELATING TO FINANCE; PROVIDING THAT TOWN OF MARANA ELECTED OFFICIALS AND EMPLOYEES SHALL RECEIVE FREE MEMBERSHIPS TO THE MARANA AQUATIC AND RECREATION CENTER (MARC); AMENDING THE TOWN OF MARANA COMPREHENSIVE FEE SCHEDULE RELATED TO THE MARC TO ADD REDUCED FEES FOR TOWN ELECTED OFFICIAL AND EMPLOYEE FAMILY MEMBERSHIPS, TO CLARIFY THE DESCRIPTION FOR MULTIPURPOSE ROOM RENTAL, AND TO ELIMINATE THE CHILD WATCH FEE; AND DECLARING AN EMERGENCY

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

WHEREAS the Town Council, via Ordinance No. 2021.008, adopted an amended comprehensive fee schedule on May 18, 2021, which was made a public record by and attached as Exhibit A to Resolution No. 2021-071; and

WHEREAS from time to time the Town Council has adopted amendments to the comprehensive fee schedule, most recently on February 25, 2025, via Ordinance No. 2025.003, which was made a public record by and attached as Exhibit A to Resolution No. 2025-015; and

WHEREAS Ordinance No. 2025.003 amended the comprehensive fee schedule to add various fees related to the Marana Aquatic and Recreation Center (MARC); and

WHEREAS the Town Council finds that providing free MARC memberships to Town of Marana elected officials and employees and amending the comprehensive fee schedule as set forth in this ordinance is in the best interests of the Town of Marana.

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

SECTION 1. Town of Marana elected officials and employees shall receive free memberships to the MARC during their terms of office or active employment, respectively. The free memberships will automatically terminate upon the employees' termination of employment or the elected officials' expiration of term of office. For purposes of this ordinance, "Town employees" means all employees in classified, unclassified and temporary positions as set forth in Marana Town Code section 3-1-3.

SECTION 2. For purposes of this ordinance, "family" means the same as defined in Ordinance No. 2025.003.

SECTION 3. The Town of Marana comprehensive fee schedule adopted via Ordinance No. 2021.008, as previously amended, is hereby amended (with deletions shown with ~~strikeouts~~ and additions shown with double underlining) (only amendments to the fee schedule are shown; the remainder of the fee schedule is unchanged):

Fee/Description	Amount	Unit of Measure	Notes
COMMUNITY SERVICES: PARKS, RECREATION & SPECIAL EVENTS – MARANA AQUATIC AND RECREATION CENTER			
Marana Aquatic and Recreation Center Town Elected Official/Employee Family Monthly Membership	$35.00	Per Month	Good for one family for one calendar month from date of initiation.
Marana Aquatic and Recreation Center Town Elected Official/Employee Family 6 Month Membership	$175.00	Per Six Months	Good for one family for six calendar months from date of initiation.
Marana Aquatic and Recreation Center Town Elected Official/Employee Family Annual Membership	$350.00	Per Year	Good for one family for one calendar year from date of initiation.
Marana Aquatic and Recreation Center Resident/Non-Profit Multipurpose Room Rental	$50.00	Per Hour	Good for a single reservation during the established hours of operation.
~~Marana Aquatic and Recreation Center Child Watch Single Visit~~	~~$4.00~~	~~Per Two Hours~~	~~Good for one child for a two-hour visit.~~

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

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

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

SECTION 7. 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 15th day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 04/15/2025

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-031: Relating to Administration; approving and authorizing the Mayor to execute Amendment Four to the Intergovernmental Agreement with Pima County for the Pima Early Education Program (Lisa Shafer)

Discussion:

On June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing staff to enter into an Intergovernmental Agreement (IGA) with Pima County for the new Pima Early Education Program (PEEP) to fund a new pre-school program at Estes Elementary for the 2021-2022 school year. The Town contributed $132,000 towards the first 10-month program school year. The following years, the Town Council authorized Amendment One, Two and Three to the IGA, funding the preschool class at Estes for the 2022-2023 school year-$142,345, the 2023-2024 school year-$147,704 and school year 2024-2025-$155,546.20. The difference in funding each year is due to some prior years having a small amount of funding that was unused and was subtracted from the original agreement amount. The original agreement indicates that the amount for year five, school year 2025-2026 is $155,545.20. However, there was some leftover funding from the previous school year so the amount to be paid for the Estes Preschool Program for school year 2025-2026 will be $139,545.20.

The overall goals of PEEP are to increase the number of 3-5 year-old children from low-income families attending high quality preschools in Pima County and to increase the number of high quality preschools in Pima County. A household family income must be at or below 300% of the Federal Poverty Level to qualify for this program. To be considered a quality preschool, the preschool must have a Quality First rating of 3-5

stars, be a Head Start provider or be nationally accredited. As of December 2024, 1,411 children from income eligible families are receiving assistance from this program to attend high quality preschools across Pima County. Sixy-five of these children are participating in PEEP's programs within the Town of Marana. PEEP's, along with other state and federal programs, are serving about 48% of families in need of this assistance. The number of preschools rated as high quality has also increased from 199 at the start of the program to 304. In the first year of the program, there were 12 school district classes and that has increased to the current 34 classes. The Town-funded PEEPs class at Estes Elementary School has maintained full enrollment this year of 18 students. Pima County also funds preschool scholarships and extended day opportunities at six other locations within the Marana school district. The scholarship programs report serving seven children this year. PEEPs is also funding extended day preschool for 40 students in two classes at the Marana Head Start.

The County has approached the Town requesting the Town consider funding PEEP for a fifth year. If the Town Council approves Amendment Four to the PEEP IGA, the Town will pay a total of $139,545.20 towards Estes Elementary PEEP class for school year 2025-2026.

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Y
Amount:	$139,546

Pending Council approval, the contribution amount for this program will be budgeted within the General Fund for the upcoming fiscal year.

Staff Recommendation:

Staff recommends approval of Amendment Four to the IGA with Pima County for the Pima Early Education Program.

Suggested Motion:

I move to adopt Resolution No. 2025-031 approving and authorizing the Mayor to execute Amendment Four to the Intergovernmental Agreement with Pima County for the Pima Early Education Program.

Attachments

Resolution No. 2025-031

Exhibit A to Resolution - IGA Amendment Four

MARANA RESOLUTION NO. 2025-031

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT FOUR TO THE INTERGOVERNMENTAL AGREEMENT WITH PIMA COUNTY FOR PIMA EARLY EDUCATION PROGRAM

WHEREAS research shows that children who attend high quality preschool are better prepared for kindergarten and are less likely to need expensive special education services; and

WHEREAS on June 1, 2021, the Town Council approved Resolution No. 2021-077 authorizing the Mayor to execute an Intergovernmental Agreement with Pima County for the Pima Early Education Program; and

WHEREAS on April 19, 2022, the Town Council approved Resolution No. 2022-036 authorizing the Mayor to execute Amendment One to the Intergovernmental Agreement for the Pima Early Education Program extending the program for a second year; and

WHEREAS on June 6, 2023, the Town Council approved Resolution No. 2023-049 authorizing the Mayor to execute Amendment Two to the Intergovernmental Agreement for the Pima Early Education Program extending the program for a third year; and

WHEREAS on March 20, 2024, the Town Council approved Resolution No. 2024-021 authorizing the Mayor to execute Amendment three to the Intergovernmental Agreement for the Pima Early Education Program extending the program for a fourth year; and

WHEREAS the Town of Marana desires to contribute funding to the Pima Early Education Program for a fifth year to offer high quality preschool classes at school district sites within the Town of Marana; and

WHEREAS Pima County and the Town of Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-952 *et seq.*; and

WHEREAS the Town Council finds that this amendment to the intergovernmental agreement with Pima County for the Pima Early Education Program is in the best interests of the Town.

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

SECTION 1. Amendment Four to the Intergovernmental Agreement with Pima County for the Pima Early Education Program, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Pima County Department of Community & Workforce Development

Project: Pima Early Education Program

IGA: Town of Marana

Contract No.: CTN-CR-21-128

Contract Amendment No.: 04

Orig. Contract Term:	07/01/2021 – 09/01/2022	**Orig. Amount:**	$132,000.00
Termination Date Prior Amendment:	09/01/2025	**Prior Amendments Amount:**	$445,594.20
Termination Date This Amendment:	09/01/2026	**This Amendment Amount:**	$139,545.20
		Revised Total Amount:	$717,139.40

AMENDMENT FOUR

The parties agree to amend the above-referenced Intergovernmental Agreement as follows:

1. **Background and Purpose.**

   1.1. Background. On May 18, 2021, Pima County ("County") and the Town of Marana ("Town"), entered into the above-referenced Intergovernmental Agreement ("IGA") to provide funding for the Pima Early Education Program.

   1.2. Purpose. The parties want to extend the term by one year and contribute additional funding to the Pima Early Education Program to offer high quality preschool opportunities in the Town of Marana, without cost, to families with incomes at or below 300% of the Federal Poverty Level.

2. **Term.** The parties are opting to renew the IGA for one additional year commencing on September 2, 2025 and terminating on September 1, 2026. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. **Town Responsibilities.** Section 3 is amended to include Town's additional contribution of $139,545.20 that Town must pay to County on or before September 30, 2025.

4. **County Responsibilities.** Section 4 is amended to include:

   County shall allocate Town's $717,139.40 to reimburse Marana Unified School District for the cost of operating the new high quality preschool class at Estes Elementary School located within the Town for up to 18 preschool age children from families with incomes at or below 300% of the Federal Poverty Level.
   - The maximum class reimbursement for School Year 2021–2022 ("Year One") is $118,800.
   - The maximum class reimbursement for School Year 2022–2023 ("Year Two") is $155,545.

- The maximum class reimbursement for School Year 2023–2024 (“Year Three”) is $155,545.20.
- The maximum class reimbursement for School Year 2024-2025 (“Year Four”) is $155,545.20.
- The maximum class reimbursement for School Year 2025-2026 (“Year Five”) is $155,545.20.

County will provide Town with a copy of the IGA between County and Marana Unified School District prior to Town making payment to County. County will not charge Town an administrative fee for allocating the Town funds. For each service year, County shall provide quarterly reports to Town on or before October 31, January 31, April 30, and July 31, and will also provide an end-of-year report by September 1. Reports shall include, for the preceding quarter, the amount of Town funding spent, and number of children served.

All other provisions of the IGA not specifically changed by this Amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

TOWN:

Mayor

Date

ATTEST

Town Clerk

Approval

The foregoing Intergovernmental Agreement Amendment between County and Town has been reviewed by the undersigned and is hereby approved as to content.

Jan Lesher, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement Amendment between County and the Town has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

Deputy County Attorney

TOWN

Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 04/15/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Dan Grossman, CIP Process Analyst

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-032: Relating to Budget; approving the addition of a new Capital Improvement Project known as the Willow Ridge Drainage Improvement Project and transferring up to $700,000 in General Fund expenditure authority from the Public Works Department, CIP Division restricted account to the newly-created project in the current fiscal year 2024-2025 budget (Fausto Burruel)

Discussion:

The budget for fiscal year 2024-2025 was adopted on June 18, 2024, which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds. Council approval is required for budgetary transfers between the General Fund departments, between funds, and for any transfer of contingency. The Council approved budget also includes funding for year one of the Town's five-year Capital Improvement Plan.

The purpose of this item is to add a new, named project to the Capital Improvement Plan and assign budget authority within the Public Works Department.
Drainage culverts in the Willow Ridge subdivision have experienced significant sediment deposition and rip-rap displacement. The deterioration of the downstream channel has resulted in impacts on resident's homes and town infrastructure.

This project will reduce the storm runoff flow velocities and the installation of downstream channel grade control structures and erosion control measures to stabilize

the culvert outlets and downstream channels. The project budget for this project is $700,000. Existing budget capacity in the Public Works Department, CIP Division restricted budget will be utilized to fund this project.

Financial Impact:

Fiscal Year:	2025
Budgeted Y/N:	No
Amount:	$700,000

This project will begin in the current year and be completed in fiscal year 2025-2026. $700,000 in General Fund expenditure authority (account: 10043000-9998) will be transferred to the new Willow Ridge Drainage Improvement Project.

Staff Recommendation:

Staff recommends approving the addition of a new Capital Improvement Project known as the Willow Ridge Drainage Improvement Project, and the transfer of up to $700,000 in General Fund Expenditure authority from the Public Works Department, CIP Division restricted account in the current fiscal year 2024-2025 budget.

Suggested Motion:

I move to approve Resolution No. 2025-032, approving the addition of a new Capital Improvement Project known as the Willow Ridge Drainage Improvement Project and transferring up to $700,000 in General Fund expenditure authority from the Public Works Department, CIP Division restricted account to the newly-created project in the current fiscal year 2024-2025 budget.

Attachments

Resolution No. 2025-032

MARANA RESOLUTION NO. 2025-032

RELATING TO BUDGET; APPROVING THE ADDITION OF A NEW CAPITAL IMPROVEMENT PROJECT KNOWN AS THE WILLOW RIDGE DRAINAGE IMPROVEMENT PROJECT AND TRANSFERRING UP TO $700,000 IN GENERAL FUND EXPENDITURE AUTHORITY FROM THE PUBLIC WORKS DEPARTMENT, CIP DIVISION RESTRICTED ACCOUNT TO THE NEWLY-CREATED PROJECT IN THE CURRENT FISCAL YEAR 2024-2025 BUDGET

WHEREAS on June 18, 2024, the Town Council adopted the fiscal year 2024-2025 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the Council-approved budget also includes funding for year one of the Town's five-year Capital Improvement Plan; and

WHEREAS the Public Works Department has planned a new project in the Willow Ridge subdivision to remediate drainage issues within a Town drainage easement; and

WHEREAS the Capital Improvement Plan approved in the fiscal year 2024-2025 budget did not include the proposed Willow Ridge Drainage Improvement project; and

WHEREAS transferring amounts within the fiscal year 2024-2025 budget will not significantly impact the General Fund; and

WHEREAS the Council finds that the addition of the new Capital Improvement Project known as the Willow Ridge Drainage Improvement project to the fiscal year 2024-2025 budget and the budget reallocation addressed by this resolution is in the best interest of the Town of Marana and its citizens.

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

SECTION 1. The new Capital Improvement Project, Willow Ridge Drainage Improvement, is hereby approved.

SECTION 2. The transfer of up to $700,000 of budgeted expenditure authority from the Public Works Department, CIP Division restricted account to the Willow Ridge Drainage Improvement project in the fiscal year 2024-2025 budget is hereby approved.

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

obligations, and objectives of this resolution, including assigning a new project number to the Willow Ridge Drainage Improvement project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of April 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 04/15/2025

To: Mayor and Council

Submitted For: Scott Radden, Senior Planner

From: Scott Radden, Senior Planner

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-033: Relating to Development; approving a Final Plat for North Klos Ranch, Lots 1 – 3, located approximately four-tenths of a mile north of W. Tangerine Road on the east side of N. Klos Drive (Scott Radden)

Discussion:

Request
Patricia Wawrzynek, on behalf of the property owner, Title Security Agency LLC, under trust number 202422, is requesting approval of a final plat for three single-family residential lots on approximately 10.2 acres of land.

Location
The site of the proposed development is located approximately four-tenths of a mile north of W. Tangerine Road on the east side of N. Klos Drive, within a portion of Section 31, Township 11 South and Range 13 East.

Zoning and Land Use
The zoning for the development is Single-Family Residential (R-144), allowing single-family detached homes with a minimum lot size of 144,000 square feet (3.3 acres). The final plat provides approximately 3.4 acres for all three lots. The property is currently vacant.

Transportation
This development does not propose any new public or private streets. Access will be

provided to Lots 1-3 via a 30-foot ingress, egress & utility easement on the south sides of Lots 1 and 2. There is another 30-foot ingress, egress and utility easement (Seq. No. 20243310355) across the property to the south that connects to the south side of Lot 3 from the west.

Utilities
Water service will be provided by Tortolita Wells, Inc. The property is outside available wastewater service and is expected to use septic systems. TRICO Electric and Southwest Gas will provide electric and natural gas services.

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

Suggested Motion:
I move to adopt Resolution 2025-033, approving a final plat for North Klos Ranch, Lots 1 -3.

Attachments

Resolution No. 2025-033
Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2025-033

RELATING TO DEVELOPMENT; APPROVING A FINAL PLAT FOR NORTH KLOS RANCH, LOTS 1 – 3, LOCATED APPROXIMATELY FOUR-TENTHS OF A MILE NORTH OF W. TANGERINE ROAD ON THE EAST SIDE OF N. KLOS DRIVE.

WHEREAS, on August 5, 1997, the Mayor and Town Council adopted Ordinance No. 97.24, approving an annexation and translational rezoning of Pima County territory zoned Suburban Ranch (SR) to Marana Zone Residential, Minimum Lot Size 144,000 Square Feet (R-144); and

WHEREAS, on June 16, 2022, Marana Staff approved a minor land division, recorded as sequence number 20221680111; and

WHEREAS, on June 16, 2022, Marana Planning Commission approved a request to waive the subdivision requirement to place underground existing overhead electrical utilities within the 12322 North Klos Drive, Lots 1- 3 subdivision; and

WHEREAS, Patricia Wawrzynek, on behalf of Title Security Agency LLC, Trust No. 202422, has applied for approval of a final plat of a three-lot single-family residential home subdivision, approximately 10.15 acres in size and located approximately four-tenths of a mile north of W. Tangerine Road on the east side of N. Klos Drive; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on April 15, 2025, determined that the final plat for North Klos Ranch, Lots 1 - 3, should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the final plat for North Klos Ranch, Lots 1 – 3 is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

GENERAL NOTES:

1. THE GROSS AREA OF THIS SUBDIVISION IS 10.15 ACRES.
2. THE EXISTING ZONING IS R-144.
3. THE TOTAL NUMBER OF LOTS IS 3.
   THE RESIDENTIAL DENSITY (RAC) IS 0.3
4. THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 0.0 MILES; THE TOTAL LENGTH OF NEW PRIVATE STREETS IS 0.0 MILES.
5. TOTAL PROJECT AREA = 10.15 AC (441,984 SF)
   LOT 1 = 3.38 AC (147,174 SF)
   LOT 2 = 3.38 AC (147,008 SF)
   LOT 3 = 3.39 AC (147,802 SF)
6. LOT SIZES:
   MIN. REQUIRED LOT SIZE (PER R-144 ZONING) = 144,000 SF
   MIN. LOT SIZE PROVIDED = 147,008 SF
   MAX. LOT SIZE PROVIDED = 147,802 SF
7. SETBACK REQUIREMENTS (PER R-144 ZONING):
   FRONT= 40'
   SIDE = 30'
   REAR = 50'
8. ASSESSOR'S TAX PARCEL IS #219-35-001Y
9. MAXIMUM ALLOWABLE BUILDING HEIGHT (PER R-144 ZONING) IS NO GREATER THAN 3 STORIES TO 35' EXCEPT WHERE OTHERWISE PERMITTED.
10. AREA LOCATED WITHIN 100-YEAR FLOODPLAIN LIMITS AND THEREFORE SUBJECT TO FLOODING DURING A 100-YEAR STORM CONDITION AND WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOOD PLAIN MANAGEMENT AS APPROVED BY THE FLOOD PLAIN ADMINISTRATOR.
11. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 31, BEING NORTH 00°32'53 WEST
13. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND. A WAIVER HAS BEEN GRANTED BY THE TOWN OF MARANA PLANNING COMMISSION FOR A TRICO ELECTRIC LINE, CASE NO. PCM2409-001.
14. ANY UTILITIES THAT REQUIRE RELOCATION AS A RESULT OF THIS DEVELOPMENT, SHALL BE RELOCATED AT NO EXPENSE TO THE PUBLIC, THE TOWN OF MARANA OR PIMA COUNTY.
15. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
16. THE ALLOWABLE DISTURBANCE FOR EACH LOT SHALL BE LIMITED TO FORTY PERCENT (40%) IN ACCORDANCE WITH MARANA ORDINANCE NO. 2021.010.
17. FEMA MAP #04019C1070L, REVISED 06/16/2011, ZONE X, APPLIES TO THIS PROJECT.
18. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATION WITHIN THE PUBLIC RIGHTS-OF-WAY.
19. ALL PARKING WILL BE PROVIDED ON-SITE IN ACCORDANCE WITH THE TOWN OF MARANA STANDARDS.
20. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
21. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30" AND 72" ABOVE THE FINISHED GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARD.
22. WATER SERVICE IS PROVIDED BY THE TORTOLITA WELLS INC. AGREEMENT RECORDED IN DOCKET 7260 PG. 584.
23. PURSUANT TO SECTION 1.1 OF THE MARANA SUBDIVISION STREET STANDARDS MANUAL, THE TOWN ENGINEER HAS WAIVED THE REQUIREMENT THAT KLOS DRIVE BE CONSTRUCTED TO TOWN STANDARDS FOR PURPOSES OF THIS PLAT AND AS SHOWN ON PROJECT PCM2201-001.
24. ALL PARCELS ARE SUBJECT TO A COVENANT AND MAINTENANCE AGREEMENT FOR KLOS DRIVE RECORDED IN DOCKET 6413, PAGE 1055.
25. RESULTING LOT 2 WILL HAVE LEGAL ACCESS VIA A 30' WIDE EASEMENT FROM KLOS DRIVE TO LOT 2 ACROSS LOT 1. EASEMENT SHALL BE CONTEMPORANEOUSLY RECORDED WITH APPROVAL OF THIS FINAL PLAT
26. ALL DEVELOPMENT TO OCCUR OUTSIDE THE MAPPED LOCAL FLOOD AND EROSION HAZARD AREAS SHOWN ON PLAT PER CHAPTER 17-15-9.E.3, UNLESS APPROVED BY THE TOWN OF MARANA FLOODPLAIN MANAGEMENT.
27. THE PROPERTY IS SUBJECT TO THE DECLARATION OF RESTRICTIONS RECORDED IN DOCKET 8709, PAGE 562.

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT FROM TITLE SECURITY AGENCY LLC, A LIMITED LIABILITY COMPANY, TRUST NO. 202422, AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA, HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY _____ _____
TOWN OF MARANA DATE

APPROVALS

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

BY _____
MARANA PLANNING MANAGER DATE

CERTIFICATION

I, DAVID L. UDALL, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20___.

_____
CLERK OF THE TOWN OF MARANA DATE

ASSURED WATER SUPPLY

A CERTIFICATE OF ASSURED WATER SUPPLY HAS NOT BEEN PROVIDED AND IS NOT REQUIRED, AS THE SUBDIVISION DOES NOT INCLUDE SIX OR MORE LOTS (ARS 45-576; ARS 32-2101)

OWNER

TITLE SECURITY AGENCY LLC, A LIMITED LIABILITY COMPANY, TRUST NO. 202422
6390 E. TANQUE VERDE ROAD
SUITE 160
TUCSON, AZ 85715-3807

BENEFICIARY

ALHAURIN LLC
JEFFREY S. UTSCH, MANAGER
6141 N. POMONA ROAD
TUCSON, AZ 85704
jsutsch@wrsf.com

ADMINISTRATIVE ADDRESS

12346 N. OLDFATHER ROAD
MARANA, AZ 85658

DEDICATION

WE THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. PRIVATE DRAINAGEWAYS ARE RESERVED FOR THE PRIVATE USE OF THE PROPERTY OWNERS WITHIN THIS SUBDIVISION. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER.

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

TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202422, AND NOT IN ITS CORPORATE CAPACITY.

_____
BY: TRUST OFFICER SIGNATURE

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} S.S.
PIMA COUNTY }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 20__, BY _____ TRUST OFFICER OF TITLE SECURITY AGENCY, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NO. 202422, AND NOT IN ITS CORPORATE CAPACITY.

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

CERTIFICATION OF SURVEY

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

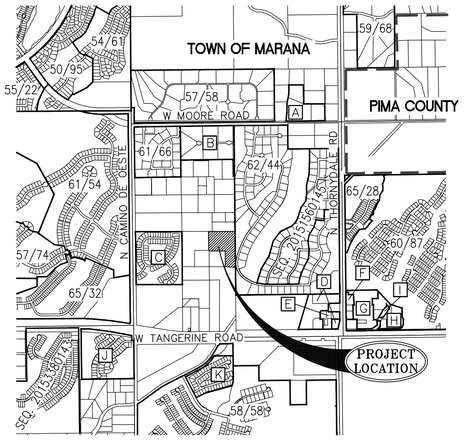
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37933
GENNY
WALLACE MARTIN
Date Signed 4-4-25
ARIZONA U.S.A.

_____
GENNY WALLACE MARTIN, R.L.S.
REGISTRATION NO. 37933

LOCATION MAP

SCALE: 3"= 1 MILE

A PORTION OF SECTION 31, T-11-S, R-13-E, GILA & SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA



A	DESERT CARDINAL	SEQ. 20220140153
B	THE ESTATES AT THE TORTOLITA FOOTHILLS	SEQ. 20152050144
C	TORTOLITA MOUNTAIN ESTATES LOTS 1-81	SEQ. 20230400067
D	VILLAGIO (1-3)	BK. 63 PG. 79 M&P
E	VILLAGIO (5-7)	SEQ. 20230270053
F	TANGERINE CROSSING COMMERCIAL CENTER (1-10)	BK. 61 PG. 46 M&P
G	TANGERINE CROSSING COMMERCIAL CENTER (17-18)	SEQ. 20240540101
H	TANGERINE CROSSING COMMERCIAL CENTER II (11-16)	SEQ. 20143000373
I	TANGERINE CROSSING (1-347)	BK. 60 PG. 87 M&P
J	CASA SEVILLA (1-48)	SEQ. 20141640175
K	SKYRANCH II (1-53)	SEQ. 20121740309

LEGEND

LINE TYPES

- EASEMENT
- ADJACENT PARCEL LINE
- SUBJECT PARCEL LINE
- CENTERLINE
- SECTION LINE
- RIGHT OF WAY LINE

SYMBOLS

- FD MONUMENT AS NOTED
- CALCULATED POINT
- SET ½" RB WITH BRASS TAG MARKED "RLS 37933"

HATCH PATTERNS

- EASEMENT GRANTED BY SEPARATE INSTRUMENT

ABBREVIATIONS

(R#)	RECORD DATA PER REFERENCE TABLE
(C)	CALCULATED FROM MEASURED DATA
BCSM	BRASS CAP SURVEY MONUMENT
FND	FOUND
RB	REBAR
LCP	LEAD CAP ON PIPE SIZE OF CAP AS NOTED
M&P	MAPS AND PLATS
ESMT.	EASEMENT
I.E.U.	INGRESS, EGRESS & UTILITY (NOTE 13)
DKT PG	RECORDED DOCKET & PAGE
SEQ.	RECORDED SEQUENCE NUMBER
ROS	RECORD OF SURVEY

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

PROJ: PRV2409-002 REF: PCM2201-001 PCM2409-001

FINAL PLAT

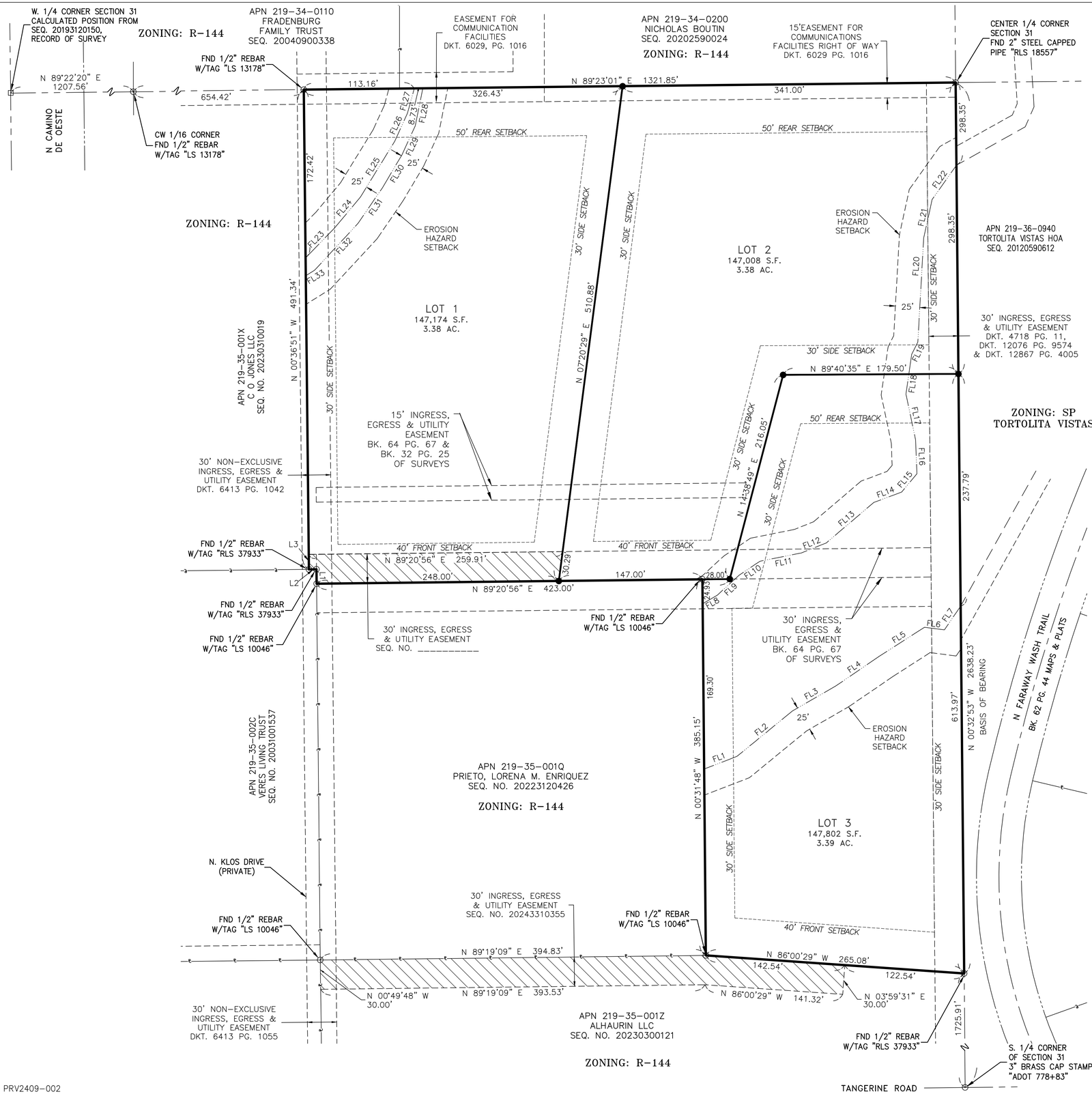
NORTH KLOS RANCH

LOTS 1-3

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 TOWNSHIP 11 SOUTH, RANGE 13 EAST, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJ NO: 7MCY240101 SCALE: HORIZ 1"= 50'
DATE: FEBRUARY 2025 C.I. = N/A

SEQ. NO. _____



FLOOD LINE TABLE

LINE	BEARING	DISTANCE
FL1	N 68°54'55" E	36.05'
FL2	N 50°40'00" E	73.50'
FL3	N 60°05'39" E	50.73'
FL4	N 55°41'17" E	54.31'
FL5	N 57°14'10" E	54.93'
FL6	N 82°34'34" W	20.60'
FL7	N 34°28'26" E	29.45'
FL8	N 59°51'09" E	17.45'
FL9	N 47°24'56" E	30.29'
FL10	N 56°20'15" E	25.72'
FL11	N 78°42'06" E	43.21'
FL12	N 68°02'46" E	27.41'
FL13	N 49°33'30" E	63.88'
FL14	N 69°27'49" E	30.48'
FL15	N 39°50'06" E	24.37'
FL16	N 02°10'51" W	34.49'
FL17	N 11°50'44" W	48.06'
FL18	N 08°08'18" E	41.18'
FL19	N 26°35'20" E	14.03'
FL20	N 03°14'20" E	106.62'
FL21	N 12°15'49" E	40.45'
FL22	N 35°21'13" E	43.13'
FL23	N 44°05'22" E	42.43'
FL24	N 39°53'46" E	41.57'
FL25	N 31°33'16" E	67.04'
FL26	N 24°34'20" E	31.22'
FL27	N 15°19'14" E	26.68'
FL28	N 11°20'35" E	39.21'
FL29	N 24°40'06" E	32.78'
FL30	N 30°43'30" E	39.14'
FL31	N 34°20'53" E	44.15'
FL32	N 42°51'34" E	65.51'
FL33	N 58°09'36" E	10.57'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°33'15" W	14.77'
L2	S 89°23'09" W	7.73'
L3	N 00°36'51" W	15.22'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37933
GENNY
WALLACE MARTIN
Date Signed 4-4-2025
ARIZONA U.S.A.

PROJ: PRV2409-002

REF: PCM2201-001
PCM2409-001

FINAL PLAT

NORTH KLOS RANCH

LOTS 1-3

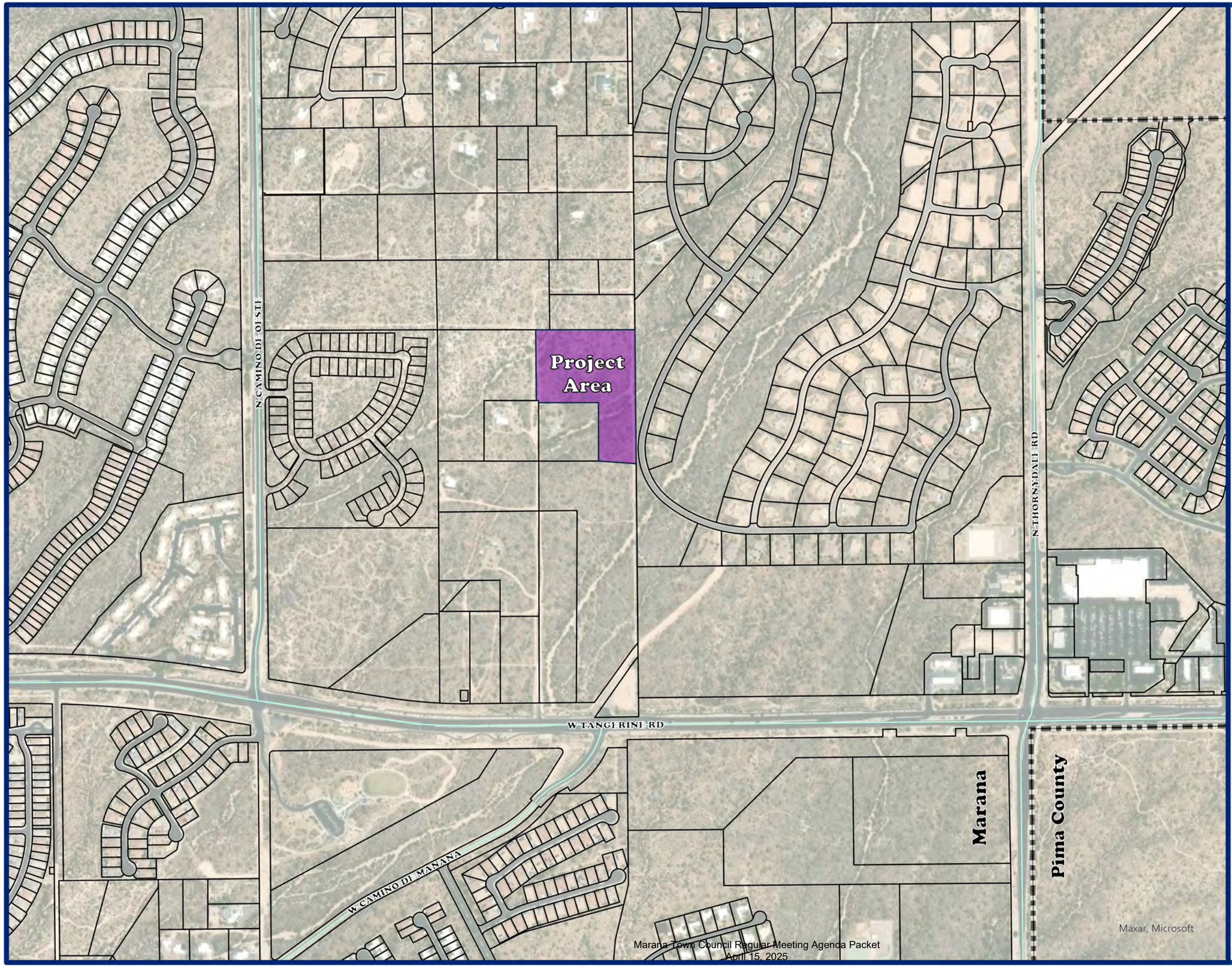
A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31 TOWNSHIP 11 SOUTH, RANGE 13 EAST, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

PROJ NO: 7MCY240101 SCALE: HORIZ 1"= 50'
DATE: FEBRUARY 2025 C.I. = N/A

2 OF 2

PSOMAS
333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

SEQ. NO. _____



TOWN OF MARANA

PIMA COUNTY, AZ

Marana Corporate Limits

Project Area

Parcels

MARANA AZ
DEVELOPMENT SERVICES

N

600 300 0 300 600 Feet

By: SSR Date: 3/10/2025

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: KLOS DRIVE PARCEL B SPLIT	
Description of Project: SPLIT 10.14 ACRE PARCEL INTO 3, ~3.3 ACRE LOTS	Number of Lots: SPLIT 13NTO 3
Parcel No.(s): 219-35-001Y	Gross Area (Acres): 10.14
Project Address: 12322 N KLOS DR. MARANA AZ 85658	
Ref. Project No.:	

CONTACT INFORMATION

Owner: ALHAURIN LLC	Contact Name: JEFF UTSCH, MEMBER/MANAGER		
Address: 6141 N POMONA RD	City: TUCSON	State: AZ	Zip: 85704
Email: JSUTSCH@WRSF.COM	Phone No.: (520) 977-7946		
Applicant: PATRICIA M. WAWRZYNEK	Contact Name: PATRICIA M. WAWRZYNEK		
Address: 12405 N STARTHROAT DR	City: MARANA	State: AZ	Zip: 85653
Email: PMCCOY7738@GMAIL.COM	Phone No.: (520) 609-7738		
Consultant/Engineer: GENNY MARTIN, PSOMAS	Contact Name: GENNY MARTIN		
Address: 333 E. WETMORE, SUITE 450	City: TUCSON	State: AZ	Zip: 85705
Email: GENNY.MARTIN@PSOMAS.COM	Phone No.: (520) 690-7862		

APPLICANT AUTHORIZATION

By signing below, I hereby acknowledge that I have read the information provided online at maranaaz.gov/arsnotice and certify that the information set forth in this application are true and correct to the best of my knowledge. I am either the owner of the property or I have been **authorized in writing** by the owner to file this application. (If the applicant is not the owner, attach written authorization from the owner)

PATRICIA M. WAWRZYNEK		08/30/2024
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Revision Date 05/16/2023

Project No._____ **Date Received**_____

Council-Regular Meeting **C5**

Meeting Date: 04/15/2025

To: Mayor and Council

From: George Cardieri, Real Property Manager

Date: April 15, 2025

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER

Subject: Resolution No. 2025-034: Relating to Public Works; approving and authorizing the Mayor to sign a Utility Removal and Abandonment Reimbursement Agreement with Lumen affiliate Qwest Corporation D/B/A CenturyLink QC for the removal and abandonment of certain communications facilities as part of the North Marana Sewer Interceptor Project (George Cardieri)

Discussion:

The Town is currently in the process of designing and building the North Marana Sewer Interceptor Project. Based on the design of the project, the Town notified Lumen affiliate Qwest Corporation D/B/A CenturyLink QC ("CenturyLink") that certain CenturyLink facilities require relocation to avoid conflicts with the sewer project and requested that CenturyLink begin the process of design and relocation of the facilities identified as being in conflict. CenturyLink advised the Town that it is asserting a claim to prior rights within the project area for the sewer project, based on various land rights, and acknowledged that it will pursue removal and abandonment of the CenturyLink facilities in question in lieu of relocation.

The Town has researched CenturyLink's prior rights claim and has accepted portions of the prior rights claim for reimbursement by Marana with regard to removal and abandonment of the CenturyLink facilities. CenturyLink provided an estimate for the removal and abandonment of the accepted CenturyLink facilities of $29,693.00. The

proposed Utility Removal and Abandonment Reimbursement Agreement will facilitate CenturyLink's removal and abandonment of the CenturyLink facilities with reimbursement for the work by the Town. Specifically, the Town will make a cash deposit for the estimated amount of the work to CenturyLink within 30 days of the effective date of the proposed agreement. Within 60 days of substantial completion of the removal and abandonment of the CenturyLink facilities, CenturyLink will provide the Town an itemized statement of CenturyLink's costs for the removal and abandonment of the facilities (along with reasonable documentation of the costs if requested by the Town) and a check or invoice representing the difference between CenturyLink's costs and the Town's cash deposit. If the deposit was insufficient to cover Town's obligations under this agreement, the Town will pay CenturyLink the balance of the costs for removal and abandonment of the CenturyLink facilities, within 30 days after the itemized statement and invoice are provided to the Town.

Financial Impact:

The North Marana Sewer Interceptor Project, is a multi-year project approved by Council and includes adequate budget capacity to satisfy the terms of this agreement.

Staff Recommendation:

Staff recommends approval of the Utility Removal and Abandonment Reimbursement Agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-034, approving and authorizing the Mayor to sign a Utility Removal and Abandonment Reimbursement Agreement with CenturyLink for the removal and abandonment of certain CenturyLink facilities as part of the North Marana Sewer Interceptor project.

Attachments

Resolution No.2025-034

Utility Removal and Abandonment Reimbursement Agreement

MARANA RESOLUTION NO. 2025-034

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A UTILITY REMOVAL AND ABANDONMENT REIMBURSEMENT AGREEMENT WITH LUMEN AFFILIATE QWEST CORPORATION D/B/A CENTURYLINK QC FOR THE REMOVAL AND ABANDONMENT OF CERTAIN COMMUNICATIONS FACILITIES AS PART OF THE NORTH MARANA SEWER INTERCEPTOR PROJECT

WHEREAS the Town has entered into a design-build contract with Borderland Construction Co., Inc. ("Borderland") for the design and build of the North Marana Sewer Interceptor Project, Town of Marana Project No. WR-021 (the "Sewer Project"); and

WHEREAS based on design of the Sewer Project, the Town notified Lumen affiliate Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") that certain CenturyLink facilities require relocation to avoid conflicts with the Sewer Project and requested that Lumen begin the process of design and relocation of the facilities identified as being in conflict (the "CenturyLink Facilities"); and

WHEREAS CenturyLink advised the Town that it is asserting a claim to prior rights within the project area for the Sewer Project, based on various land rights; and

WHEREAS the Town has researched CenturyLink's prior rights claim and has accepted portions of the prior rights claim for reimbursement by Marana with regard to removal and relocation of the CenturyLink facilities; and

WHEREAS the Town has made a joint utility trench available to CenturyLink for the relocation of CenturyLink's Facilities, however, CenturyLink has opted to remove and abandon CenturyLink's Facilities in lieu of relocation; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the Utility Removal and Abandonment Reimbursement Agreement to facilitate CenturyLink's removal and abandonment of the accepted CenturyLink Facilities with reimbursement for the work by the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Utility Removal and Abandonment Reimbursement Agreement with CenturyLink, in the form provided in the agenda materials associated with this Council agenda item, is hereby approved, and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of April 2025.

_____
Mayor Jon Post

ATTEST:

_____
David Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

UTILITY REMOVAL AND ABANDONMENT REIMBURSEMENT AGREEMENT
TOWN OF MARANA, ARIZONA

This Utility Removal and Abandonment Reimbursement Agreement (this "Agreement") is made and entered into by and between Lumen affiliate **Qwest Corporation d/b/a CenturyLink QC** a Colorado corporation ("CENTURYLINK"), and the TOWN OF MARANA, an Arizona municipal corporation ("MARANA"). CENTURYLINK and MARANA are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. MARANA is constructing the North Marana Sewer Interceptor - Phases 1 & 2, Project Number WR021 (the "Project"), to construct new 24" & 27" sewer mains along the alignments from the intersection of North Tangerine Farms Road along West Barnett Road, North Sanders Road, West Sagebrush Road, and North Luckett Road to the intersection of West Stingray Drive. Phase 1 of the project will consist of sewer main installation from the Luckett Road/Stingray Drive intersection to the Marana Road/Sanders Road intersection, being a total length of approximately 14,458 linear feet (LF). Phase 2 of the project will consist of sewer main installation from the Marana Road/Sanders Road intersection to the Barnett Road/Tangerine Farms Road intersection, being a total length of approximately 8,905 LF.

B. On December 12, 2023, based on Westland Resources' design of the Project, CENTURYLINK notified MARANA that certain CENTURYLINK facilities conflict with Phase 1 of the Project, and CENTURYLINK also advised MARANA that it is asserting a claim to prior rights within Phase 1 of the Project, based on various land rights.

C. MARANA has reviewed CENTURYLINK's prior rights claim and has accepted the prior rights claim for conflict numbers 2, 3, and 4 as documented on MARANA'S property rights determination letter, dated April 2, 2024, attached to and incorporated in this Agreement as Exhibit "A".

D. The CENTURYLINK facilities associated with conflict numbers 2, 3, and 4, as well as associated overhead aerial cable facilities are referred to in this Agreement as the "Applicable Facilities."

E. To minimize disruption of private streets and rights of way, MARANA will construct a joint utility trench as a part of the Project, which has been made available to CENTURYLINK for the relocation of its communication facilities.

F. CENTURYLINK has opted not to relocate its communication facilities to the joint utility trench and has opted instead to remove and abandon existing communication facilities impacted by the Project.

G. MARANA is responsible for the costs of removing and abandoning the Applicable Facilities; CENTURYLINK is responsible for the costs of removing and abandoning any of its other facilities impacted by the Project.

H. CENTURYLINK has provided MARANA with an estimate for the removal and abandonment work for the Applicable Facilities, inclusive of associated engineering fees, of $29,693.00 (the "Reimbursable Costs"). A true and correct copy of CENTURYLINK's estimate is attached to and incorporated in this Agreement as Exhibit "B".

I. The purpose of this Agreement is to facilitate removal and abandonment of the Applicable Facilities, to establish responsibilities of the Parties, and to establish a payment commitment by MARANA to CENTURYLINK for the Reimbursable Costs.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Agreement, the Parties agree as follows:

1. **Depiction of the CENTURYLINK facilities.** The depiction attached as Exhibit "C" shows the CENTURYLINK facilities impacted by the Project to be removed and abandoned. pursuant to this Agreement.

2. **CENTURYLINK's obligations.** CENTURYLINK shall be responsible for completing all work associated with the removal and abandonment of both the Applicable Facilities and any other existing communication facilities impacted by the Project as shown in Exhibit "C" (the "Removal and Abandonment Work"). MARANA and CENTURYLINK agree that the Applicable Facilities noted on Exhibit "C" as "Abandon in Place" shall be abandoned on the Effective Date of this Agreement, and that the Applicable Facilities noted on Exhibit "C" as "To Be Removed" shall be removed by CENTURYLINK by April 30, 2025.

3. **MARANA's obligation to pay CENTURYLINK for the Removal and Abandonment Work for the Applicable Facilities.** MARANA shall reimburse CENTURYLINK for the Reimbursable Costs for the Removal and Abandonment Work for the Applicable Facilities. MARANA and CENTURYLINK agree that the Reimbursable Costs for this work are anticipated to be $29,693.00, as itemized and attached to this Agreement as Exhibit B.

4. **Cash deposit to secure MARANA's obligations under this Agreement.** MARANA's obligations under this Agreement, including without limitation MARANA's obligations under paragraph 3 above, shall be secured by a cash deposit to CENTURYLINK in the amount of $29,693.00, referred to in this Agreement as "MARANA's Cash Deposit." MARANA shall provide MARANA's Cash Deposit to CENTURYLINK within 30 calendar days after the Effective Date of this Agreement.

5. **Reconciliation and final payment.** During completion of the Removal and Abandonment Work, CENTURYLINK will provide MARANA with timely (within 5 business days of receipt by CENTURYLINK) written notice of any change orders, updated cost estimates, updated project schedules, or other documentation of changes in cost or schedule. No later than 60 days after substantial completion of the Removal and Abandonment Work, CENTURYLINK shall provide to MARANA an itemized statement of CENTURYLINK's costs (along with such reasonable documentation of such costs as may be requested by MARANA) and a check or invoice representing the difference between CENTURYLINK's costs and MARANA's Cash Deposit. If MARANA's Cash Deposit was insufficient to cover MARANA's obligations under this Agreement, MARANA shall pay CENTURYLINK the balance of the costs for the Removal and Abandonment Work for the Applicable Facilities, as set forth in the invoice within 30 days after the itemized statement and invoice are provided to MARANA.

6. **Recording.** This Agreement shall not be recorded.

7. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

CENTURYLINK: Qwest Corporation d/b/a Century Link QC, ("CenturyLink")
Attention: Andrew Sotero
333 E. Wetmore Rd, Floor 3 Tucson, AZ
Copy to: andrew.sotero@lumen.com

with a copy to

Qwest Corporation d/b/a CenturyLink
c/o Lumen Technologies, Inc.
931 14th Street
Denver, Colorado 80202
Attn: Relocations Project Manager, Mike Weaver
mike.weaver@lumen.com

Marana: TOWN OF MARANA
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

8. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

9. **Court costs and reasonable attorneys' fees to prevailing Party in dispute.** If a Party fails to perform any of its obligations under this Agreement, or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs determined pursuant to A.R.S. § 12-341.01.

10. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

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

12. **Counterparts.** This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

13. **Effective Date of Agreement.** The date of this Agreement (the "Effective Date") shall for all purposes be the date of the Mayor's signature on this Agreement.

CENTURYLINK:

QWEST CORPORATION D/B/A CENTURYLINK QC

By: _____
ANDREW SOTERO

As: SENIOR MANAGER

Date: 4/10/2025

Marana:

TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this 10 day of April, 2025, by ANDREW SOTERO as SENIOR MANAGER of QWEST CORPORATION D/B/A CENTURYLINK QC, on behalf of the corporation.

(Seal)

JANINE D QUINN
Notary Public - Arizona
Pima County
Commission # 680564
My Comm. Expires Mar 12, 2029

_____
Notary Public

Exhibit "A"

MARANA AZ
DEVELOPMENT SERVICES

April 2, 2024

Lumen Technologies
c/o: Kevin Wagner, Congruex
Letter emailed to: kwagner@congruex.com

Project: North Marana Sewer Interceptor Project, WR021
Subject: **Property Rights Determination**

Mr. Wagner:

The Town of Marana (Town) has reviewed Lumen's Conflict Memorandum, dated December 12, 2023, and in response submits the following property rights determination:

No.	Line	Station	Property Right	Determination
1.	Luckett Rd	10+30	60' Public R/W Established by Pima County Road Proceedings No. 0119, December 6, 1926	Public R/W seemingly predates the utility right
2.	Sagebrush Rd	48+75	40' Private Ingress, Egress, Utility Easement by Dkt. 12651, Pg. 17	Private utility right predates the public water and sewer easement
3.	Sagebrush Rd	49+00 to 61+15	40' Private Ingress, Egress, Utility Easement by Dkt. 5182, Pg. 464, et al	Private utility right predates the public water and sewer easement
4.	Sagebrush Rd	61+15	40' Private Ingress, Egress, Utility Easement by Dkt. 5182, Pg. 464, et al	Private utility right predates the public water and sewer easement
5.	Sagebrush Rd	67+10	50' Public ROW, Dkt. 11566, Pg. 469 & Dkt. 11673, Pg. 3941	Public R/W seemingly predates the utility right
6.	Sagebrush Rd	75+25	50' Public ROW, Dkt. 11566, Pg. 469 & Dkt. 11673, Pg. 3941	Public R/W seemingly predates the utility right
7.	Sanders Rd	154+10	60' Public R/W Established by Pima County Road Proceedings No. 0697, July 17, 1951	Public R/W seemingly predates the utility right
8.	Sanders Rd	154+65	60' Public R/W Established by Pima County Road Proceedings No. 0697, July 17, 1951	Public R/W seemingly predates the utility right

MARANA AZ
DEVELOPMENT SERVICES

If you have any questions, please contact me at 11155 W. Civic Center Drive, Marana, AZ 85653, or call me at 520-382-2611, or you may send me an email at: GCardieri@maranaaz.gov.

Sincerely,

George Cardieri, SR/WA
Real Property Manager

cc: Yadira Delgado (Lumen)
Andrew Sotero (Lumen)
Jason Jensen (Congruex)
Chad Dalton (Congruex)
Jane Fairall (Town of Marana)
Erik Christianson (Town of Marana)
Francis Hemmah (Town of Marana)
Joel Harris (Borderland)
Todd Adams (Borderland)
Michael Maxwell (Borderland)
Paul Wright (Westland)
Craig Cannizzaro (Westland)
Katherine Kelly (Westland)

Exhibit "B"
Reimbursable Costs
(to be provided by CENTURYLINK)

AZMARNRDMR TOWN OF MARANA NORTH MARANA SEWER INTERCEPTOR - PHASE 1
CenturyLink QC Project Number: P.291029

WBS Element	Vendor	State-Exchange-Wire Center Assembly Unit	ID Desc	Est Qty	Mnemonic Commitment	Est Cost Cont Labor *per unit	Est Cost Cont Mat *per unit	Est Cost Vendor Mat *per unit	Est Cost Minor Mat *per unit	Est Cost Sales Tax %*per unit	Est Cost Freight %*per unit	Est Cost Lumen *per unit	Total
+	P.291029.E.02	AZ-2238-MARNAZMA			XCBR - CONTRACT Lbr Expense								
F X	N/A	ENG CAD ONLY > 1K-10K ft											$ 338.00
F X	N/A	ENG DESIGN ONLY > 1K-10K ft											$ 728.00
F X	N/A	ENG FIELD NOTES ONLY > 1K-10K ft											$ 1,430.00
F X	N/A	ENG PERMIT ACQUISITION											$ 86.86
F	N/A	ENGINEER MITIGATION 1											$ 13,050.00
F X	N/A	ENGINEER OSP											$ 702.00
F X	N/A	ENGINEERING SUPPORT											$ 300.00
F	N/A	PROJECT ENTRY FW-BM ENG											$ 66.87
F X	N/A	PROJECT MANAGER SERVICE											$ 325.00
					Sub-Total	17,016.73	0	0	0	0	0	0	$ 17,016.73
					Total								$ 17,016.73

WBS Element	Vendor	State-Exchange-Wire Center Assembly L	ID Desc	Est Qty	Mnemonic Commitme	Est Cost Cont Labor *per unit	Est Cost Cont Mat *per unit	Est Cost Vendor Mat *per unit	Est Cost Minor Mat *per unit	Est Cost Sales Tax %*per unit	Est Cost Freight %*per unit	Est Cost Lumen *per unit	Total
+	P.291029.E	AZ-2238-MARNAZ02			XCBR - CONTRACT Lbr Expense								
F X	N/A	ENGINEER MITIGATION 1											$ 145.00
Sub-Total													$ 145.00
					Total								$ 145.00

WBS Element	Vendor	State-Exchange-Wire Center Assembly L	ID Desc	Est Qty	Mnemonic Commitme	Est Cost Cont Labor *per unit	Est Cost Cont Mat *per unit	Est Cost Vendor Mat *per unit	Est Cost Minor Mat *per unit	Est Cost Sales Tax %*per unit	Est Cost Freight %*per unit	Est Cost Lumen *per unit	Total
+	P.291029.E	AZ-2238-MARNAZ02			XBCB - Buried Cable-Metalli								
F X	N/A	SPL SETUP-TEARDOWN PED/CABINET-COP											$ 75.00
F X	CTL	SPLICE COPPER MODULE <= 300pr											$ 53.50
Sub-Total													$ 128.50
+	P.291029.E	AZ-2238-MARNAZMA			XBCB - Buried Cable-Metalli								
F X	N/A	DUMP FEE											$ 500.00
F X	N/A	RMV BURIED FACILITY <= 48in											$ 19.44
F X	N/A	RMV PEDESTAL											$ 171.60
F X	N/A	TRAFFIC CONTROL - 3rd PARTY											$ 5,000.00
Sub-Total													$ 5,691.04
+	P.291029.E	AZ-2238-MARNAZMA			XACB - BM - Aerial Cable-Metalli								
F X	N/A	RMV AERIAL COPPER <= 400pr											$ 420.00
F X	N/A	RMV AERIAL SVC DROP											$ 490.00
F X	N/A	RMV POLE ANCHOR ROD											$ 145.20
F X	N/A	RMV POLE MOUNT - SMALL FACILITY											$ 68.64
F X	N/A	RMV STRAND - BARE											$ 35.50
Sub-Total													$ 1,159.34
					Total								$ 6,978.88

SubTotal of Direct Costs:	$ 24,140.61
Company Overhead (G&A)	$ 3,138.28
10% overage allowance	$ 2,414.06
Total Estimated Costs	**$ 29,692.95**

Exhibit "C"
Depiction of the CENTURYLINK Facilities
(to be provided by CENTURYLINK)

TOWN OF MARANA

WR-021 NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828

CenturyLink/Lumen Civil Permit Plans

Contact Arizona 811 at least two full working days before you begin excavation

Call 811 or click Arizona811.com

NOTES:

ALL EXISTING AND PROPOSED CONDITIONS ARE BASED ON INFORMATION PROVIDED BY OTHERS. CENTURYLINK CANNOT BE RESPONSIBLE FOR THE ACCURACY OF INFORMATION AND/OR PLANS PROVIDED BY OUTSIDE PARTIES. FACILITY LOCATIONS, DEPTHS AND ELEVATIONS SHOULD BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PROPOSED DESIGN MODIFICATIONS ARE RECOMMENDATIONS ONLY AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

Plans Prepared For:

CenturyLink™ LUMEN®

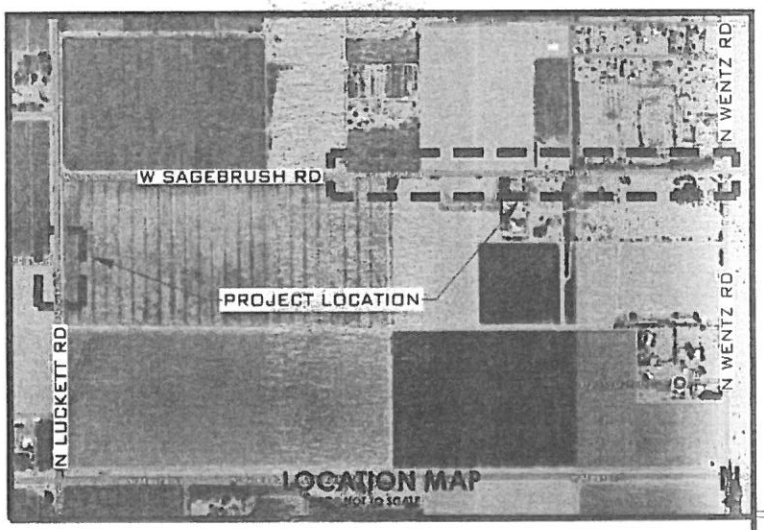
By:

TT ENG: CHAD DALTON
PHONE: 520-891-1726
E-MAIL: cdalton@terratechllc.net
TT PROJECT No: TERR-1014047

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http://www.terratechllc.net



SECT:	TOWN:	RNGE:
17 & 20	11S	11E

INDEX OF SHEETS

T.1	TITLE SHEET
B.2	GENERAL NOTES
B.3	LEGEND & KEY MAP
C.4 - C.9	UTILITY PLANS

BENCHMARK

POPULATE BENCHMARK INFO FROM CIVIL PLANS

CenturyLink™ LUMEN®

JOB INFORMATION

DATE: 02/19/25

REV.	DATE

CTL JOB: P.291029
EXCHANGE: 2238
WC CLLI: MARNAZMA
ENGINEER: TONY MILLER
PHONE: 520-300-1349
E-MAIL: martin.samaniego@lumen.com

CENTURYLINK/LUMEN CONSTRUCTION NOTES

1) CALL BLUE STAKE, @ 811, 72 HOURS PRIOR TO TRENCHING OR DIGGING, THE LOCATION OF EXISTING UTILITIES ARE FOR REFERENCE AND SHOWN IN THEIR APPROXIMATE LOCATION ONLY.
2) FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PER REGN 620-140-501, PLACE WARNING DEVICES AND WORK AREA PROTECTION PER REGN 620-135-010, USE EYE AND HEAD SAFETY PROTECTION PER REGN 010-100-005 AND REGN 081-020-010.
3) ALL EXCAVATING, TRENCHING AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
   A) PROVIDE ALL PITS WITH 1' x 1' SLOPE AT ONE END FOR TECHNICIAN INGRESS/EGRESS.
   B) EXCAVATED SPOILS TO BE NO LESS THAN 24" FROM EDGE OF THE PIT OR TRENCH.
   C) BARRICADE ALL OPEN PITS AND TRENCH FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
   D) FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
4) TRENCH COVER TO BE 36" FREE OF ROCKS, DEBRIS AND CLODS. THE TRENCH IS TO BE MINIMUM OF 36" OF COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON PRINT).
5) ALL ASPHALT/CONCRETE AND LANDSCAPING TO BE RESTORED TO ORIGINAL CONDITION.
6) NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
7) ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
8) BOND BURIED FACILITIES PER REGN 629-020-100.
9) AERIAL FACILITIES ARE TO BE TESTED PRIOR BEGINNING WORK PER REGN 081-705-102, 620-131-010 AND 627-295-500
10) ALL AERIAL FACILITIES ARE TO BE BONDED PER REGN 627-020-005 AND 627-230-203
11) ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER REGN 620-135-010, STATE DEPARTMENT OF TRANSPORTATION AND LOCAL DEPARTMENT OF TRANSPORTATION REQUIREMENTS. IF REQUIRED, A TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF STARTING ANY CONSTRUCTION WORK.
12) SECURE ***TOWN OF MARANA*** PERMIT. (THE TYPE OF PERMIT IS IDENTIFIED IN THIS LOCATION, SUCH AS CITY, COUNTY, ETC.)
    TOTAL TRENCHING ***0*** TOTAL PEDESTALS/VAULTS/CABINETS ***0*** TOTAL SPLICE/BORE PITS ***0***.
    TOTAL ASPHALT (SQ.FT.) REMOVED/REPLACED ***0*** TOTAL BORING (LINEAR FT.) ***0***.
    TOTAL CONCRETE (SQ.FT.) REMOVED/REPLACED ***0*** TOTAL POLES TO BE PLACED ***0***.
    TOTAL ANCHORS/DOWN GUYS TO BE PLACED ***0*** TOTAL POLES TO BE REMOVED ***0***.
    TYPE OF POLES TO BE PLACED (STEEL/WOOD) ***N/A*** CLASS OF WOOD POLE PLACED ***N/A***.
13) EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL. TIMES. AS NECESSARY TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER SECTION VII OF THE CITY OF PHOENIX TRAFFIC AND BARRICADE MANUAL.
14) CONCRETE ENCASE ALL CONDUIT BENDS 80 FT RADIUS OR LESS USING 2500 PSI CONCRETE, UNLESS OTHERWISE SPECIFIED ON PRINTS.

Notes

1. ALL DUCT ELEVATIONS ARE BASED ON POTHOLE INFORMATION UNLESS NOTED OTHERWISE, AND HAVE BEEN PROVIDED BY OTHERS. ELEVATIONS SHOWN ARE TOP OF DUCT. DEPTHS SHOWN ARE DISTANCE BELOW EXISTING FINISHED GRADE.
2. PROPOSED VAULT AND DUCT LOCATIONS SHALL BE FIELD VERIFIED AGAINST EXISTING AND PROPOSED UTILITIES. ENGINEER IN CHARGE DURING CONSTRUCTION SHALL BE NOTIFIED OF CONFLICTS

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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
GENERAL NOTES

CenturyLink™ LUMEN
PERMITS NEEDED: TOWN OF MARANA

CTL ENGINEER: TONY MILLER
PHONE: 520-300-1349
E-MAIL: martin.samaniego@lumen.com

CTL JOB: P.291029
WC CLLI: MARNAZMA

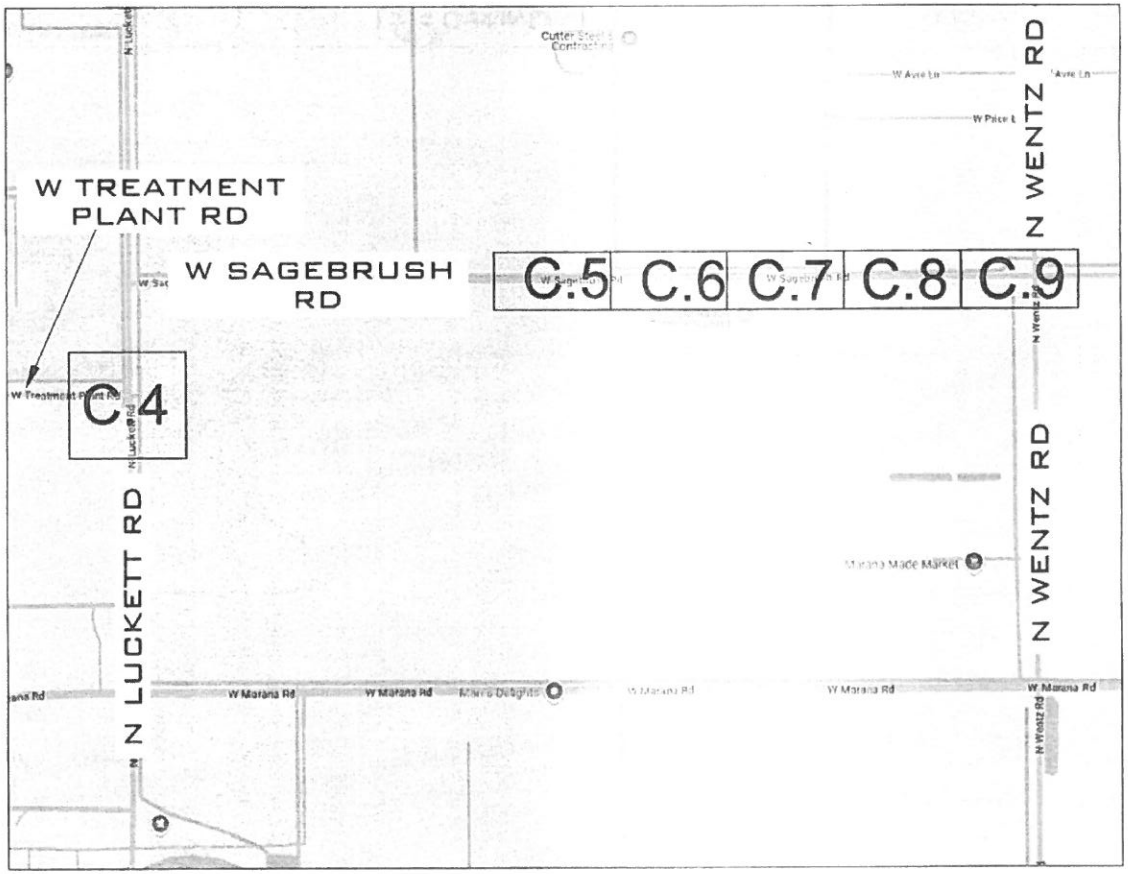
Sheet B.2

Drawing: P:\01- CenturyLink\Arizona\2024\TERR-1014047 - Town Of Marana - N Marana Sewer Interceptor Ph1\02 - CAD Files\Terra Tech CAD Files\P.291029 - PERMIT.dwg Layout: B.2 Last Saved: Wed Feb 26, 2025 - 10:57am Last Plotted: Wed Feb 26, 2025 - 11:01am By: ejimenez

LEGEND

SYMBOLOGY

EDGE OF PAVEMENT	EOP
CENTERLINES	C/L
PROPERTY LINE	P/L
PUE/ESMT	
RIGHT OF WAY	R/W
EXIST TELEPHONE	T — CTL
EXIST OVERHEAD TELEPHONE	CTL — OTEL
EXIST BURIED FIBER	BFO — CTL
EXIST AERIAL FIBER	AFO — CTL
JOINT TRENCH	J/T — J/T
EX ABANDON TELCO	CTL — ABAN
PROPOSED ABANDON TELCO	T — CTL
MUNICIPALITY LIMITS	
BORE	
ASPHALT CUT & RESTORE	
TRENCH	
EXIST TELEPHONE ANCHOR	
ANCHOR / DOWNGUY	
TELEPHONE PEDESTAL EXISTING	
TELEPHONE PEDESTAL NEW	
TELEPHONE BULLET PEDESTAL	
TELCO MANHOLE EXISTING	
TELCO MANHOLE NEW	
TELCO HANDHOLE NEW	
TELCO TRAF. RTD HH NEW	
TELCO HANDHOLE EXISTING	
BOREPIT	
POTHOLE	
RT NEW	RT
RT EXISTING	RT
COOLPED NEW	
COOLPED EXISTING	
SAI NEW	
SAI EXISTING	
ASPHALT CUT FOOTAGE	XX'
BORE FOOTAGE	XX'
TRENCH FOOTAGE	XX'
PROTECT IN PLACE	(PIP)
TO BE REMOVED	(TBR)



KEY MAP
NOT TO SCALE

Notes

1. ALL DUCT ELEVATIONS ARE BASED ON POTHOLE INFORMATION, UNLESS NOTED OTHERWISE, AND HAVE BEEN PROVIDED BY OTHERS. ELEVATIONS SHOWN ARE TOP OF DUCT. DEPTHS SHOWN ARE DISTANCE BELOW EXISTING FINISHED GRADE.
2. PROPOSED VAULT AND DUCT LOCATIONS SHALL BE FIELD VERIFIED AGAINST EXISTING AND PROPOSED UTILITIES. ENGINEER IN CHARGE DURING CONSTRUCTION SHALL BE NOTIFIED OF CONFLICTS.

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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
LEGEND & KEY MAP

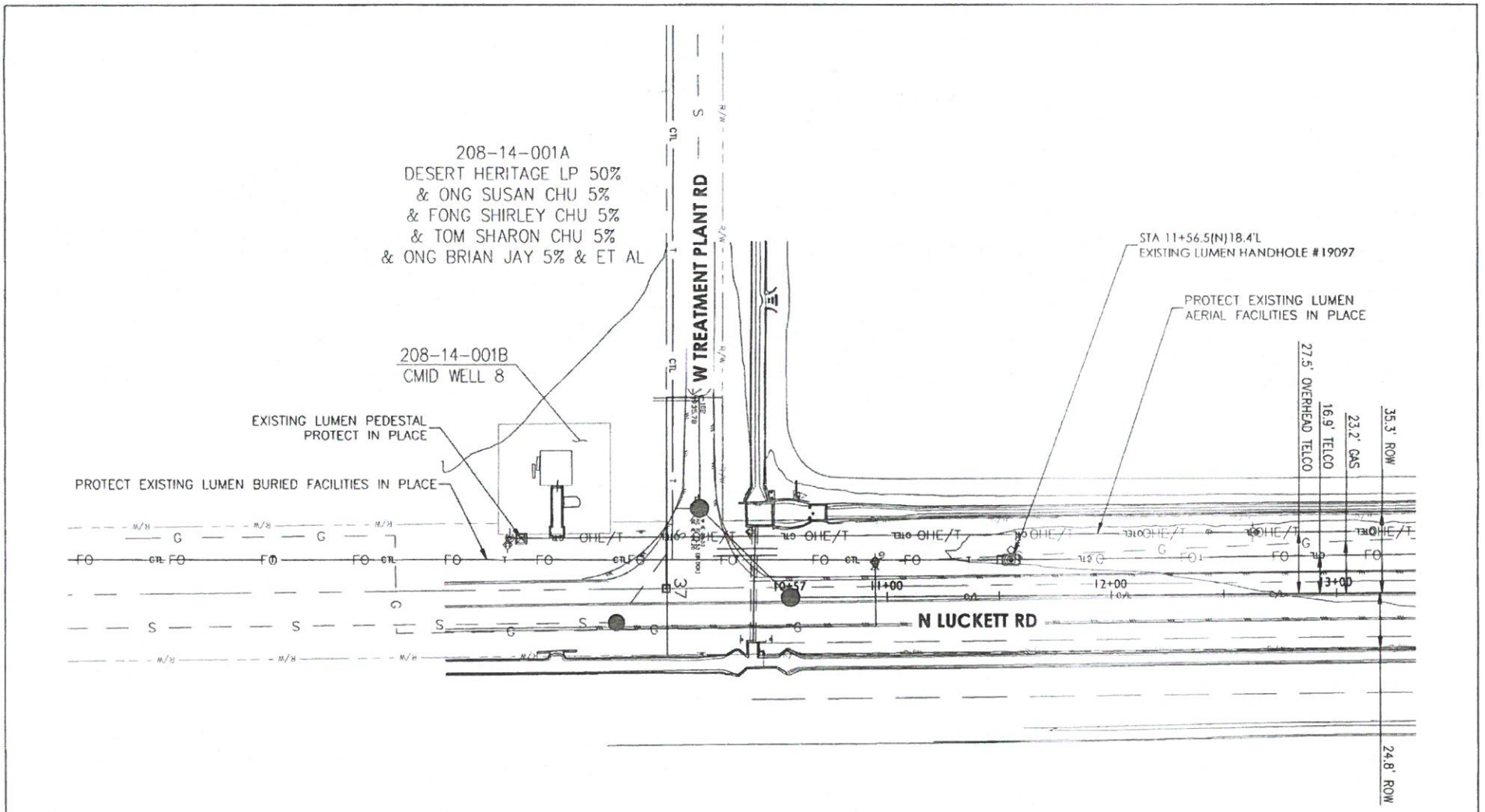
NOT TO SCALE

CenturyLink™ LUMEN
PERMITS NEEDED: TOWN OF MARANA

CTL ENGINEER: TONY MILLER
PHONE: 520-300-1349
E-MAIL: martin.samaniego@lumen.com

CTL JOB: P.291029
WC CLLI: MARNAZMA

Sheet B.3



Notes

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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
UTILITY PLAN

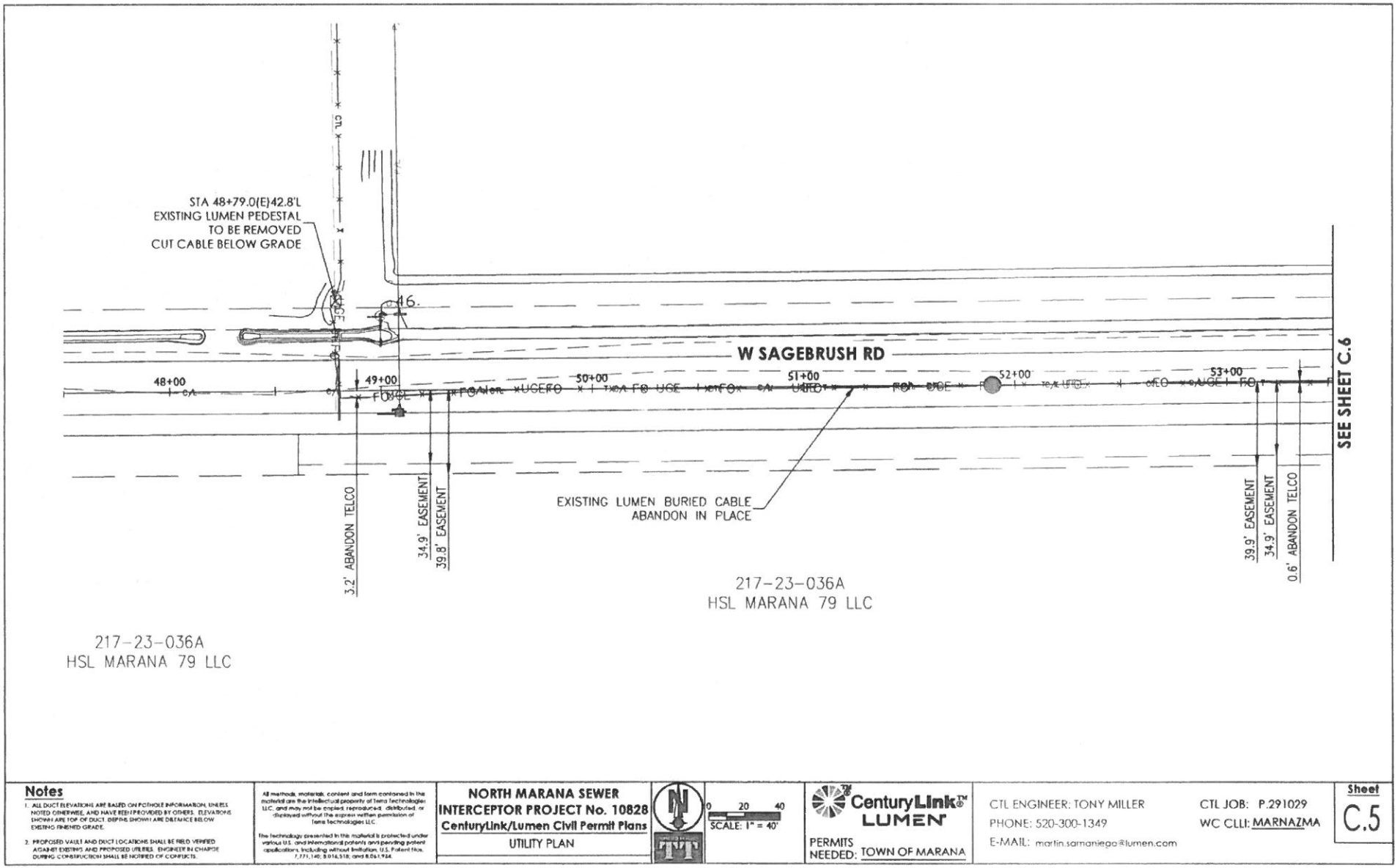
SCALE: 1" = 40'

CenturyLink LUMEN
PERMITS NEEDED: TOWN OF MARANA

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WC CLLI: MARNAZMA

Sheet C.4



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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
UTILITY PLAN

SCALE: 1" = 40'

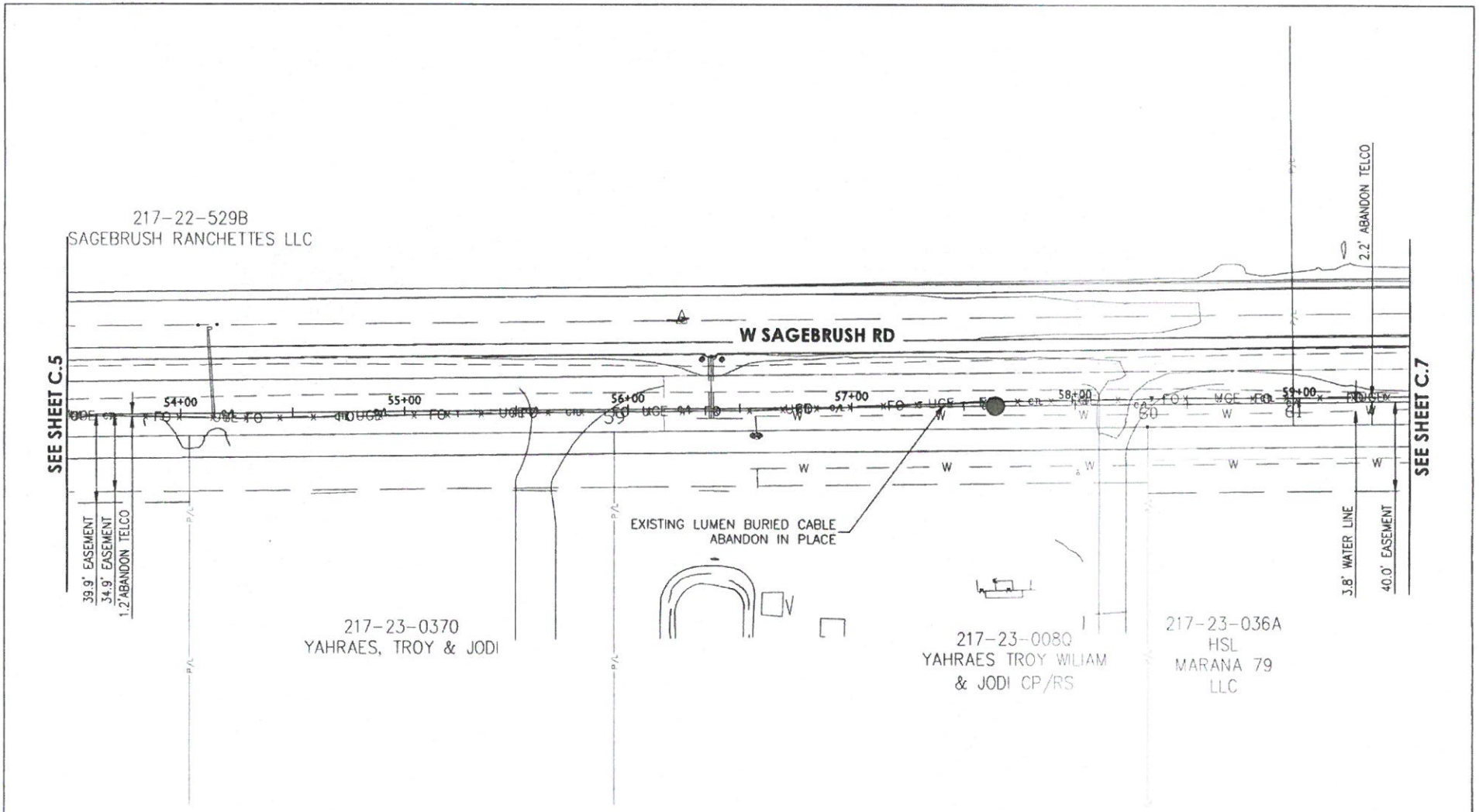
CenturyLink™ LUMEN

PERMITS NEEDED: TOWN OF MARANA

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Sheet C.5



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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
UTILITY PLAN

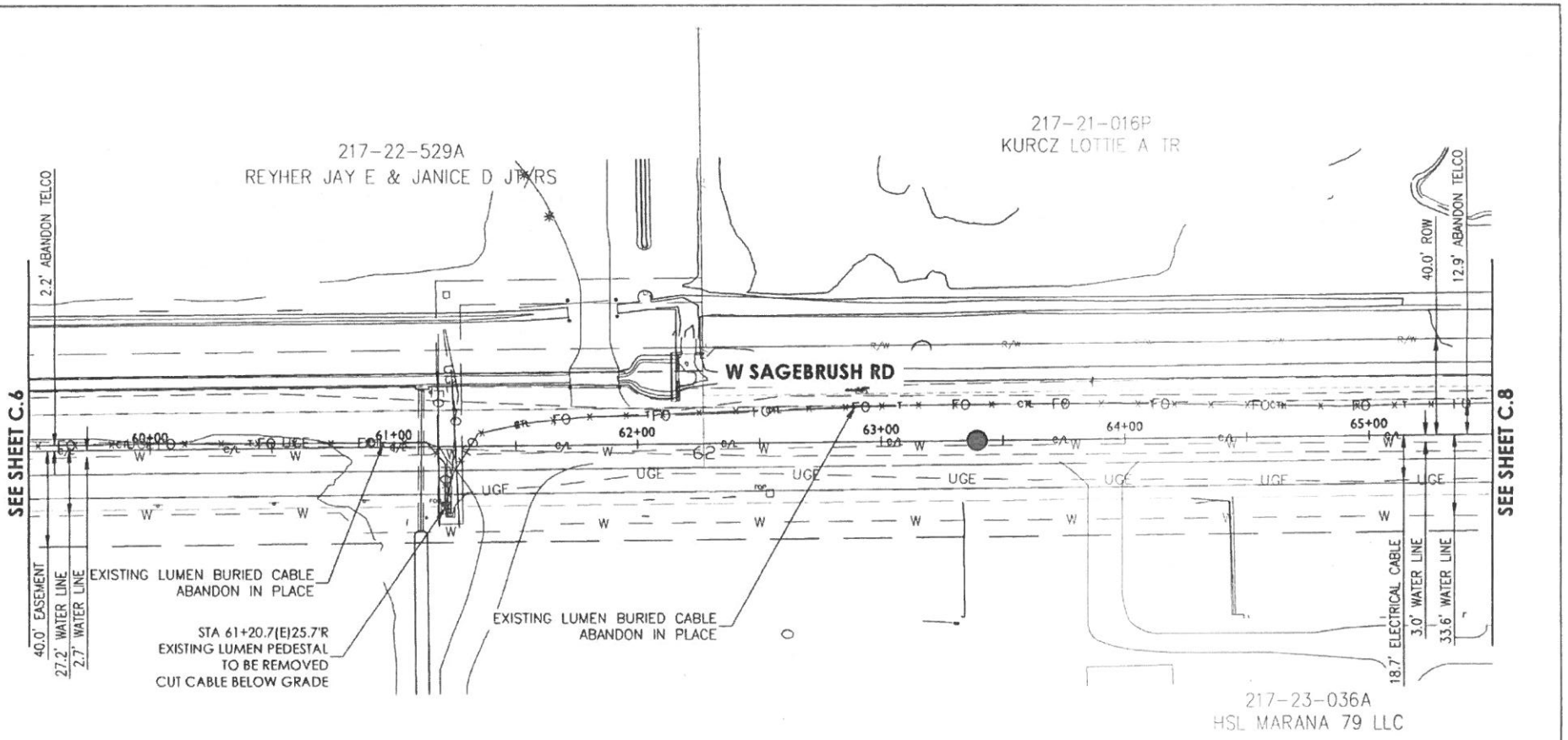
0 20 40
SCALE: 1" = 40'

CenturyLink™ LUMEN
PERMITS NEEDED: TOWN OF MARANA

CTL ENGINEER: TONY MILLER
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E-MAIL: martin.samaniego@lumen.com

CTL JOB: P.291029
WC CLLI: MARNAZMA

Sheet C.6



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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
UTILITY PLAN

SCALE: 1" = 40'

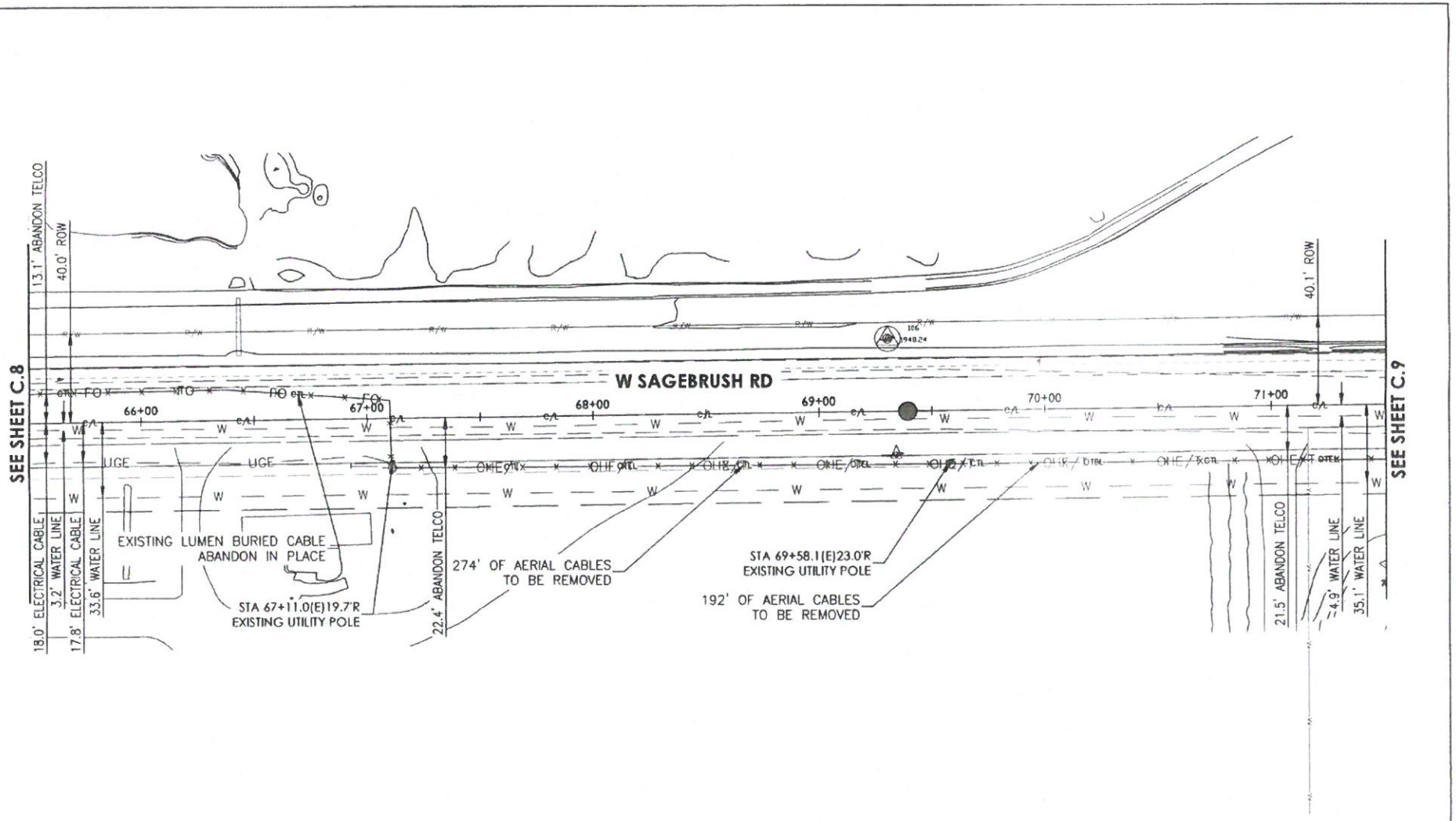
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Sheet C.7



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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
UTILITY PLAN

SCALE: 1" = 40'

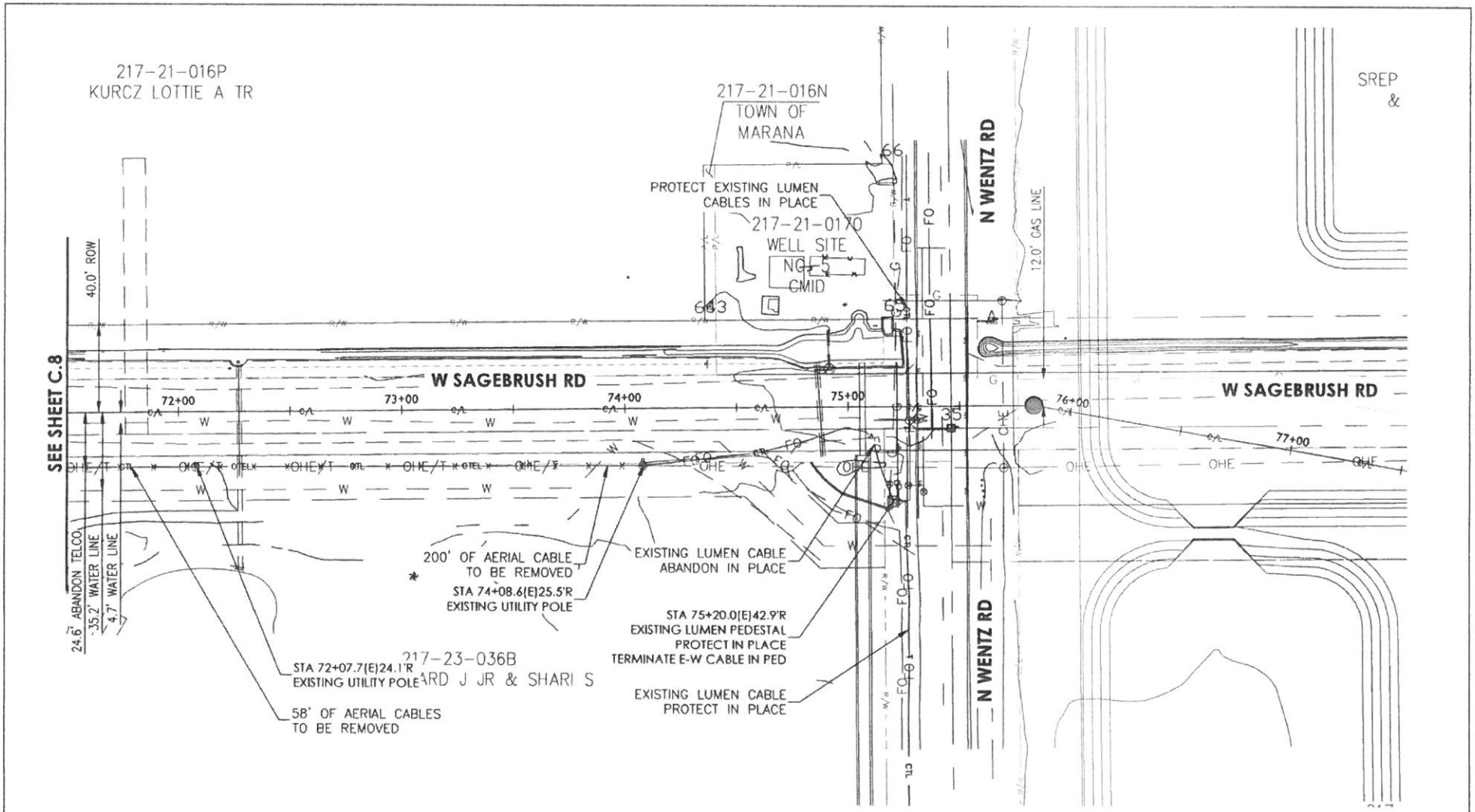
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Sheet C.8



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NORTH MARANA SEWER INTERCEPTOR PROJECT No. 10828
CenturyLink/Lumen Civil Permit Plans
UTILITY PLAN

SCALE: 1" = 40'

CenturyLink™ LUMEN

PERMITS NEEDED: TOWN OF MARANA

CTL ENGINEER: TONY MILLER
PHONE: 520-300-1349
E-MAIL: martin.samaniego@lumen.com

CTL JOB: P.291029
WC CLLI: MARNAZMA

Sheet C.9

Council-Regular Meeting **C6**

Meeting Date: 04/15/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: April 15, 2025

Strategic Plan Focus Area:
Proactive Public Services, Not Applicable

Strategic Plan Focus Area Additional Info:
GOAL: PRIORITIZE INFRASTRUCTURE AND MAINTENANCE THAT SUPPORT NEW GROWTH AND DEVELOPMENT IN A PROACTIVE AND SUSTAINABLE MANNER

Subject: Resolution No. 2025-035: Relating to Public Works; approving and authorizing the Mayor to sign a Joint Utility Trench and Relocation Reimbursement Agreement and an Extension of Utility Prior Rights Agreement with Tucson Electric Power Company for the relocation of certain TEP facilities as part of the North Marana Sewer Interceptor Project (George Cardieri)

Discussion:

The Town is currently in the process of designing and building the North Marana Sewer Interceptor Project. Based on the design of the project, the Town notified Tucson Electric Power Company ("TEP") that certain TEP facilities require relocation to avoid conflicts with the sewer project and requested that TEP begin the process of design and relocation of the facilities identified as being in conflict. TEP advised the Town that it is asserting a claim to prior rights within the project area for the sewer project, based on various land rights, and acknowledged that it will pursue relocation of the TEP facilities displaced by the project. The Town has researched TEP's prior rights claim and has accepted the prior rights claim for reimbursement by Marana with regard to the relocation of the TEP facilities. TEP provided an estimate for the relocation of the displaced electrical facilities of $150,000.00. The proposed Joint Utility Trench and

Relocation Reimbursement Agreement will facilitate TEP's relocation of the TEP facilities with reimbursement for the work by the Town. Specifically, the Town will make a cash deposit for the estimated cost of the work to TEP within 30 days of the effective date of the proposed agreement. Within 60 days of substantial completion of the relocation of the TEP facilities, TEP will provide the Town an itemized statement of TEP's relocation costs (along with reasonable documentation of the costs if requested by the Town) and a check or invoice representing the difference between TEP's costs and the Town's cash deposit. If the deposit was insufficient to cover Town's obligations under this agreement, the Town will pay TEP the balance of the relocation costs within 30 days after the itemized statement and invoice are provided to the Town. The proposed Extension of Utility Prior Rights Agreement will extend TEP's validated utility prior right to the TEP facilities relocated to the joint utility trench.

Financial Impact:

The North Marana Sewer Interceptor Project is a multi-year project approved by Council and includes adequate budget capacity to satisfy the terms of this agreement.

Staff Recommendation:

Staff recommends approval of the Joint Utility Trench and Relocation Reimbursement Agreement and an Extension of Utility Prior Rights Agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-035, approving and authorizing the Mayor to sign a Joint Utility Trench and Relocation Reimbursement Agreement and an Extension of Utility Prior Rights Agreement with Tucson Electric Power Company for the relocation of certain electrical facilities as part of the North Marana Sewer Interceptor project.

Attachments

Resolution No. 2025-035

Joint Utility Trench and Relocation Reimbursement Agreement

Acknowledgement of Prior Rights Agreement

MARANA RESOLUTION NO. 2025-035

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A JOINT UTILITY TRENCH AND RELOCATION REIMBURSEMENT AGREEMENT AND AN EXTENSION OF UTILITY PRIOR RIGHTS AGREEMENT WITH TUCSON ELECTRIC POWER COMPANY FOR THE RELOCATION OF CERTAIN TEP FACILITIES AS PART OF THE NORTH MARANA SEWER INTERCEPTOR PROJECT

WHEREAS the Town has entered into a design-build contract with Borderland Construction Co., Inc. ("Borderland") for the design and build of the North Marana Sewer Interceptor Project, Town of Marana Project No. WR-021 (the "Sewer Project"); and

WHEREAS based on design of the Sewer Project, the Town notified Tucson Electric Power Company ("TEP") that certain TEP facilities require relocation to avoid conflicts with the Sewer Project and requested that TEP begin the process of design and relocation of the facilities identified as being in conflict (the "TEP Facilities"); and

WHEREAS TEP advised the Town that it is asserting a claim to prior rights within the project area for the Sewer Project, based on various land rights; and

WHEREAS the Town has researched TEP's prior rights claim and has accepted the prior rights claim for reimbursement by Marana with regard to relocation of the displaced TEP facilities; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into a Joint Utility Trench and Relocation Reimbursement Agreement and an Extension of Utility Prior Rights Agreement to facilitate TEP's relocation of the TEP Facilities with reimbursement for the work by the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Joint Utility Trench and Relocation Reimbursement Agreement and the Extension of Utility Prior Rights Agreement with Tucson Electric Power Company, in the forms provided in the agenda materials associated with this Council agenda item, are hereby approved, and the Mayor is authorized to sign said agreements for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 15th day of April 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

JOINT UTILITY TRENCH AND RELOCATION REIMBURSEMENT AGREEMENT
TOWN OF MARANA, ARIZONA

This Joint Utility Trench and Relocation Reimbursement Agreement (this "Agreement") is made and entered into by and between TUCSON ELECTRIC POWER COMPANY, an Arizona corporation ("TEP"), and the TOWN OF MARANA, an Arizona municipal corporation ("Marana"), on April 15, 2025 (the "Effective Date"). TEP and Marana are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes referred to as a "Party."

RECITALS

A. Marana is constructing the North Marana Sewer Interceptor – Phases 1 & 2, Project Number WR021 (the "Project"), to construct new 24" and 27" sewer mains along the alignments from the intersection of North Tangerine Farms Road along West Barnett Road, North Sanders Road, West Sagebrush Road, and North Luckett Road to the intersection of West Stingray Drive. Phase 1 of the Project will consist of sewer main installation from Luckett Road and Stingray Drive intersection to Marana Road and Sanders Road intersection, being a total length of approximately 14,458 linear feet ("LF"). Phase 2 of the Project will consist of sewer main installation from Marana Road and Sanders Road intersection to Barnett Road and Tangerine Farms Road intersection, being a total length of approximately 8,905 LF.

B. On September 20, 2024, based on Westland Resources' design of the Project, TEP notified Marana that certain TEP facilities (the "TEP Facilities") require relocation to avoid conflicts with Phase 1 of the Project, and TEP also advised Marana that it is asserting a claim to prior rights within Phase 1 of the Project, based on various land rights.

C. Marana has reviewed TEP's prior rights claim and has accepted the prior rights claim as documented on Marana's review and response letter, dated October 23, 2024, attached to and incorporated in this Agreement as Exhibit "A".

D. To minimize disruption of private streets and rights of way and to expeditiously relocate the TEP Facilities, Marana will construct a Joint Utility Trench (the "JUT") for use by TEP and other dry utility providers under the terms and conditions set forth in this Agreement.

E. Upon Marana's completion of the JUT as described in this Agreement, TEP will be responsible for the work necessary to relocate TEP Facilities to the JUT (the "Relocation"). TEP has provided Marana with an estimate for the Relocation, inclusive of associated engineering fees of one hundred fifty thousand dollars and zero cents ($150,000.00), which amount may be adjusted in accordance with Section 7 below (the "Reimbursable Relocation Costs"). A true and correct copy of TEP's estimate is attached to and incorporated in this Agreement as Exhibit "B".

F. Marana has acquired the necessary land rights for the JUT, with rights extending to TEP at no cost to TEP, per the public utility easements recorded in the Office of the Pima County Recorder at Sequence Numbers 20242780124, 20243060270, 20250660212, and 20250800138. Marana

agrees to acknowledge and further TEP's existing prior rights to the JUT, by separate recorded document agreed upon by the Parties.

G. The Parties acknowledge the JUT as being to the mutual advantage of each of the Parties and that mutual advantage is the consideration for this Agreement.

H. The purpose of this Agreement is to facilitate relocation of the TEP Facilities, to establish responsibilities of the Parties, and to establish a payment commitment by Marana to TEP for the Reimbursable Relocation Costs.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Parties in entering into this Agreement, the Parties agree as follows:

1. **Depiction of the TEP Facilities.** The depiction attached as Exhibit "C" shows the TEP Facilities to be removed and relocated pursuant to this Agreement.

2. **Marana's obligations.** Marana shall be responsible for completing all work associated with the JUT, including trench excavating and backfilling, along with material procurement and installation costs for all TEP specified conduit(s) and pull boxes ("JUT Work"). Marana shall be responsible for completing the JUT Work in accordance with the plans approved in writing by TEP for the Relocation. Marana will also be responsible for acquiring all public utility easements necessary for the JUT Work and for removing the abandoned TEP Facilities displaced by the Project; provided, however, TEP will remove its abandoned conductor. For the avoidance of doubt, Marana is not permitted to remove or otherwise alter any TEP conductor (existing or new). TEP may observe and inspect the performance of the JUT Work. TEP, Marana, and Marana's contractor shall maintain continued and reasonable coordination regarding the JUT Work, and Marana shall ensure that its contractor also participates in the coordination.

3. **TEP's obligations.** TEP shall be responsible for completing all Relocation work, including pulling wires through the conduits ("Relocation Work"). TEP will perform the Relocation Work in accordance with its own procedures, protocols, and standards. Neither Marana nor its contractors will have any right to direct TEP in its Relocation Work. To the extent that coordination is needed between the Parties and, as applicable, Marana's contractor, for TEP to complete the Relocation Work, Marana and its contractor will follow all TEP safety standards and applicable protocols.

4. **Marana's obligation to pay TEP for the Relocation Work.** Marana shall reimburse TEP for Reimbursable Relocation Costs for the Relocation Work. Marana and TEP anticipate that the Relocation Work will be completed promptly after the JUT Work is completed by Marana.

5. **Termination.** To the extent that Marana fails to complete the JUT Work consistent with this Agreement or otherwise abandons the applicable portions of the Project contemplated by this Agreement, then TEP's obligation to perform under this Agreement shall be null and void and TEP reserves the right to continue to occupy or reoccupy the prior rights and to carry on providing electrical service in its sole discretion and is entitled to recover its costs incurred arising from the Relocation efforts. Sections 4, 7, 8, and 9 shall survive any termination of this Agreement.

6. **Cash deposit to secure Marana's obligations under this Agreement.** Marana's obligations under this Agreement, including without limitation Marana's obligations under paragraph 4 above, shall be secured by a cash deposit to TEP in the amount of one hundred fifty thousand dollars and zero cents ($150,000.00), referred to in this Agreement as "Marana's Cash

Deposit." Marana shall provide Marana's Cash Deposit to TEP within 30 calendar days after the Effective Date of this Agreement, but no later than when TEP initiates Relocation Work.

7. **Reconciliation and final payment.** During completion of the Relocation Work, TEP will provide Marana with timely (within 10 business days of receipt by TEP) written notice of any material change orders, updated cost estimates, updated project schedules, or other documentation of changes in cost or schedule. No later than 60 days after substantial completion of the Relocation Work, TEP shall provide to Marana an itemized statement of TEP's final costs to complete the Relocation Work (along with such reasonable documentation of such costs as may be requested by Marana). If Marana's Cash Deposit was insufficient to cover Marana's obligations under this Agreement, Marana shall pay TEP the balance of the costs for the Relocation Work within 30 days after the itemized statement is provided to Marana. If Marana's Cash Deposit exceeds TEP's final costs for the Relocation Work, TEP will return that portion of Marana's Cash Deposit that is an overpayment to Marana.

8. **Title; Ownership**. All rights and title to JUT Work constituting TEP specified conduit(s) and pull boxes shall automatically transfer to TEP upon Marana's completion of the JUT Work, final inspection by TEP, and acceptance by TEP ("Transferred Facilities").

9. **Indemnity**. Prior to the commencement of any JUT Work, Marana will require that its contractor agrees in writing to indemnify, defend and hold harmless TEP, its affiliates and each of their officers, directors, employees and agents from and against all liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Project; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of the contractor or any subcontractors in connection with the Project.

10. **Insurance.** Each Party shall maintain the following insurance coverages for the duration of this agreement: (i) Commercial General Liability Insurance covering bodily injury and property damage coverage, completed operations coverage with a limit of two million dollars and zero cents ($2,000,000.00) per occurrence for bodily injury and property damage and four million dollars and zero cents ($4,000,000.00) general aggregate limit; (ii) Business Commercial Automobile Liability Insurance or equivalent form covering owned, hired, and non-owned automobiles with a combined single limit of one million dollars and zero cents ($1,000,000.00) per each accident for bodily injury and property damage; and (iii) Worker's Compensation Insurance, complying with statutory limits. Each Party will supply proof of such insurance or self-insurance to the other upon request and will supply conforming certificates of insurance prior to the commencement of work. Insurance required of Marana's contractor in the underlying construction contracts between Marana and the contractor shall name TEP as additional named insured as regards the work covered by this Agreement. Marana shall ensure that Marana's contractor provide TEP with copies of insurance certificates listing and endorsing TEP as an additional insured. All contractors will name both the Town of Marana and TEP as an additional insured and hold coverage for Commercial General liability "Broad Form "coverage including coverage for Explosion, Collapse and Underground (X, C, U) damages, and accidental and sudden pollution coverage with a $2 Million per occurrence and $4 Million aggregate limit. Contractors will also hold Commercial Auto coverage for "any auto" for $1 Million for each accident for bodily injury and property damage. Contractors will also hold Workers Compensation coverage per the A.R.S. statute. TEP will provide Town of Marana with all certificates of insurance from TEP and any Contractor's they may hire for the duration of the project

including their installation of the power cable in the conduit post construction. Waivers of Subrogation will apply between TEP and Town of Marana.

11. **Liens.** Marana shall keep the TEP equipment, real estate or other property, including the Transferred Facilities, free of any mechanic's or materialmen's liens or liens of any kind or nature on account of the JUT Work. If any lien is filed, Marana shall, at its sole cost, cause such lien to be removed within 30 days of notice or becoming aware of the lien. TEP reserves the right, at completion of the JUT Work and prior to the transfer of the Transferred Facilities to require Marana, its contractor and any subcontractor to furnish evidence in form and substance acceptable to TEP that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. Marana shall provide TEP with copies of any and all lien waivers received from its contractor and contractor's subcontractors and suppliers that are applicable to the Transferred Facilities.

12. **Recording.** This Agreement shall not be recorded.

13. **Notices.** All notices shall be in writing and shall be sufficiently given and served upon the other Party by electronic mail, receipt of which has been acknowledged by the other Party, or by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

TEP: TUCSON ELECTRIC POWER COMPANY
c/o Miranda Jackson, Public Improvement Project Manager
4350 East Irvington Road, Mailstop OH204
Tucson, AZ 85714
Copy to: MJackson@tep.com
With copy to: legalnotices@tep.com

Marana: TOWN OF MARANA
c/o Marana Legal Department
11555 West Civic Center Drive
Marana, AZ 85653

14. **Governing law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court.

15. **Court costs and reasonable attorneys' fees to prevailing Party in dispute.** If a Party fails to perform any of its obligations under this Agreement, or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs determined pursuant to A.R.S. § 12-341.01.

16. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

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

18. **Counterparts.** This Agreement may be executed in any number of counterparts. Each

counterpart shall be deemed an original, but all counterparts shall constitute but one agreement.

[signature page follows]

TEP:

TUCSON ELECTRIC POWER COMPANY, an Arizona corporation

By:_____

As:_____

Date:_____

Marana:

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Jon Post, Mayor

Date:_____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

STATE OF ARIZONA)
) ss.
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ as _____of TUCSON ELECTRIC POWER COMPANY, an Arizona corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

Exhibit "A"

MARANA AZ
DEVELOPMENT SERVICES

October 23, 2024

Tucson Electric Power
Attn: Miranda Jackson, MBA
Public Improvement Project Manager
mjackson@tep.com

Projects: North Marana Sewer Interceptor Project, WR021
Subject: **Responses to TEP's Prior Rights Summary**

Ms. Jackson:

The Town of Marana (Town) has reviewed Tucson Electric Power's (TEP) Prior Rights Summary, dated September 20, 2024, and offers the following responses:

T11S, R11E, Sections 18 & 19	**Marana Response**
Conflict #	
2, 3, 4, 5 (40' Utility Easement, Dkt. 8090, Pg. 646)	**Claim Accepted**
6 (10' TEP Easement, Sequence 20162350087)	**Claim Accepted**

The Town acknowledges TEP's right to claim any additional prior rights and to provide any additional prior right documentation for reimbursement if there are any additional prior rights discovered, design changes and/or changes occur during construction. Additionally, the Town agrees to maintain all legal and physical access to TEP facilities both during and post construction.

If you have any questions, please contact me at 11155 W. Civic Center Drive, Marana, AZ 85653, or call me at 520-382-2611, or you may send me an email at: GCardieri@maranaaz.gov.

Sincerely,

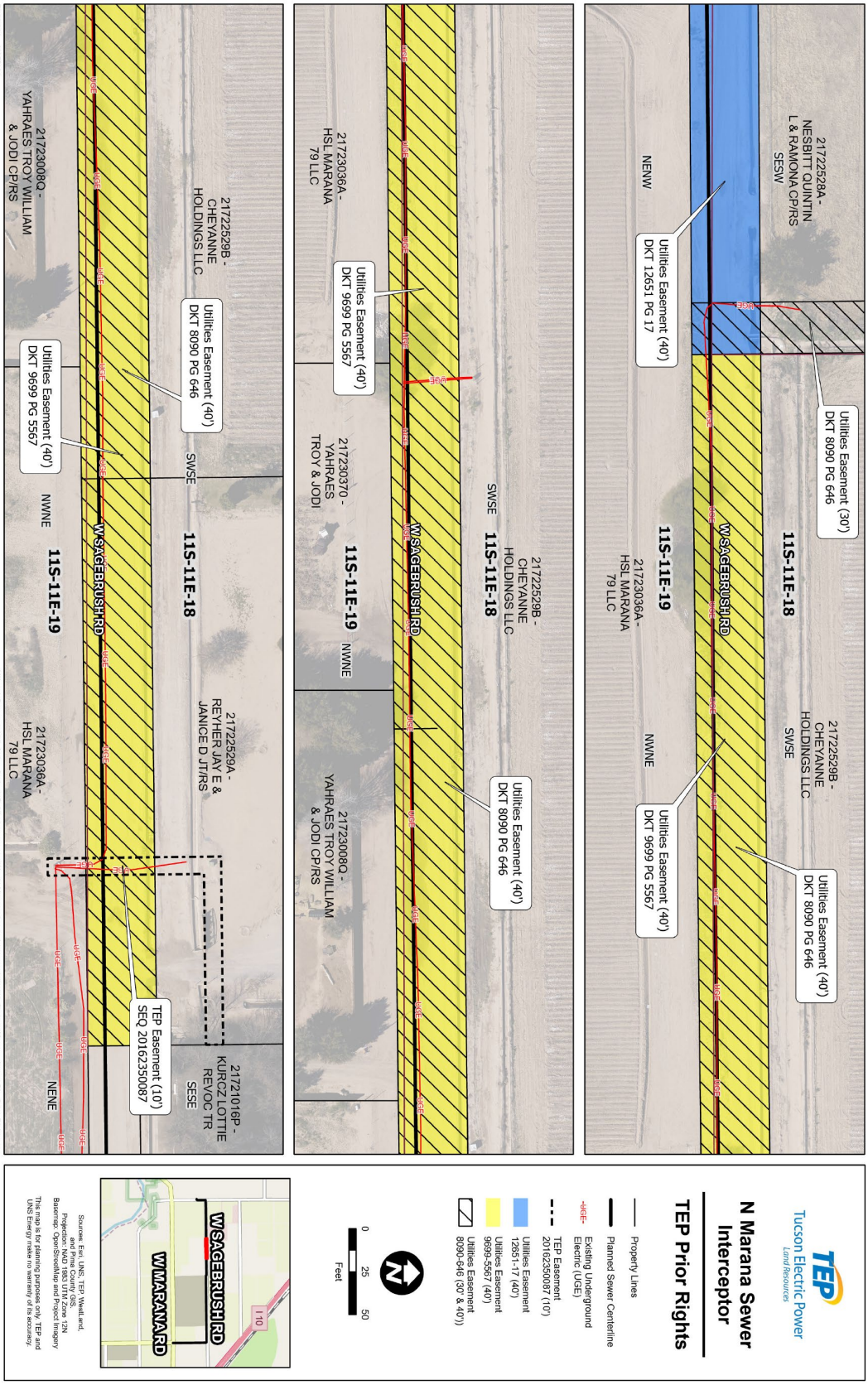
George Cardieri, SR/WA
Real Property Manager

Exhibit "B"

$7,700.00	Labor Costs
$24,800.00	Loading & Overhead Costs (engineering, transportation costs, administrative costs)
$38,349.21	Material Costs (cable/wire, conduit riser, connectors, termination kits, washers, screws, brackets, couplers, etc.)
$7,389.90	Design Consultant Cost for Conflict Review
$9,000	Internal Design Cost
$32,682.00	Engineering Consultant Cost for underground relocation package
$1,500.00	Internal Civil Engineering Cost
$11,000.00	Land Consulting Cost (Prior Right Investigation and GIS Mapping to support)
$4,000.00	Internal Land Resources (Prior Right Investigation and review support)
$136,421.11	Total Cost
$13,578.89	~10% Contingency

Total estimated Reimbursable Relocation Costs: **$150,000.00.**

Exhibit "C"


N Marana Sewer Interceptor
TEP Prior Rights
Tucson Electric Power
Land Resources
Property Lines
Planned Sewer Centerline
Existing Underground Electric (UGE)
TEP Easement 20162350087 (10')
Utilities Easement 12651-17 (40')
Utilities Easement 9699-5567 (40')
Utilities Easement 8090-646 (30' & 40')
0 25 50
Feet
W SAGEBRUSH RD
W MARANA RD
I 10
Sources: Esri, HNS, TEP, Westland, and Pima County GIS
Projection: NAD 1983 UTM Zone 12N
Basemap: OpenStreetMap and Project Imagery
This map is for planning purposes only. TEP and UNS Energy make no warranty of its accuracy.
Utilities Easement (30')
DKT 8090 PG 646
Utilities Easement (40')
DKT 12651 PG 17
Utilities Easement (40')
DKT 9699 PG 5567
Utilities Easement (40')
DKT 8090 PG 646
Utilities Easement (40')
DKT 9699 PG 5567
Utilities Easement (40')
DKT 8090 PG 646
Utilities Easement (40')
DKT 9699 PG 5567
TEP Easement (10')
SEQ 20162350087
217222528A - NESBITT QUINTIN L & RAMONA CP/RS
SESW
217222529B - CHEYANNE HOLDINGS LLC
SWSE
217223036A - HSL MARANA 79 LLC
NENW
NWNE
217230370 - YAHRAES TROY & JODI
NWNE
217223008Q - YAHRAES TROY WILLIAM & JODI CP/RS
217222529A - REYHER JAY E & JANICE D JT/RS
SWSE
217210016P - KURCZ LOTTIE REVOC TR
SESE
NENE
11S-11E-18
11S-11E-19
UGE

ACKNOWLEDGEMENT OF PRIOR RIGHTS

This ACKNOWLEDGEMENT OF PRIOR RIGHTS (this "**Acknowledgement** "), dated April 15, 2025 (the **"Effective Date"**), is entered into by TUCSON ELECTRIC POWER COMPANY, an Arizona corporation ("**TEP**"), and TOWN OF MARANA, an Arizona municipal corporation ("**Marana**") (collectively referred to herein as the **"Parties"** or, individually, as a **"Party"**).

The Parties hereby acknowledge the following:

1. Background.

(a) Marana is constructing the North Marana Sewer Interceptor – Phases 1 & 2, Project Number WR021 (the "**Project**"). TEP notified Marana that certain TEP facilities require relocation to avoid conflicts with portions of the Project ("**Relocation**"), and TEP also advised Marana that it is asserting a claim to prior rights based on easements recorded in the Office of the Pima County Recorder at Docket 8090, Page 646, and Sequence 20162350087 ("**Prior Rights**").

(b) Marana accepted TEP's prior rights claim as documented in Marana's review and response letter attached hereto as Exhibit A. Marana then acquired the necessary land rights for the Relocation, with rights extending to TEP at no cost to TEP, per the public utility easements recorded in the Office of the Pima County Recorder at Sequence Numbers 20242780124, 20243060270, 20250660212, and 20250800138 ("**Relocation Easements**").

(c) The Parties entered into that certain Joint Utility Trench and Relocation Reimbursement Agreement of even date herewith to facilitate the Relocation ("**Agreement**"). The Agreement provides that the Parties will acknowledge and further TEP's Prior Rights in a separately recorded instrument.

2. Prior Rights Furtherance. Consistent with the foregoing, the Parties agree that TEP's Prior Rights are hereby acknowledged and furthered by the Parties through the Relocation. It is the intent of the Parties that the relocated TEP facilities shall maintain their prior rights status in perpetuity, for any and all future required utility relocations or removals of any kind.

3. No Restriction on Future Claims. This Acknowledgement in no way limits or restricts TEP from claiming any additional prior rights in the future, relating to the Project or otherwise.

4. Recording. This Acknowledgement does not in any manner alter terms and conditions of the Agreement and solely acknowledges TEP's Prior Rights for the public record. This Acknowledgement, along with any subsequent amendments or modifications, will be recorded in the Pima County Recorder's Office. The Parties agree to execute any additional documents necessary to effectuate such recording.

5. Counterparts. This Acknowledgement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Memorandum to be executed as of the Effective Date.

TEP:

TUCSON ELECTRIC POWER COMPANY

By:_____

Name:

Title:

Marana:

TOWN OF MARANA

By:_____

Name:

Title:

Exhibit A

MARANA AZ
DEVELOPMENT SERVICES

October 23, 2024

Tucson Electric Power
Attn: Miranda Jackson, MBA
Public Improvement Project Manager
mjackson@tep.com

Projects: North Marana Sewer Interceptor Project, WR021
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If you have any questions, please contact me at 11155 W. Civic Center Drive, Marana, AZ 85653, or call me at 520-382-2611, or you may send me an email at: GCardieri@maranaaz.gov.

Sincerely,

George Cardieri, SR/WA
Real Property Manager

Council-Regular Meeting **C7**

Meeting Date: 04/15/2025

To: Mayor and Council

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

From: Richelle Valenzuela, Executive Assistant

Date: April 15, 2025

Subject: Approval of Regular Council Meeting Summary Minutes of April 1, 2025 (David L. Udall)

Attachments

Regular Council Meeting Summary Minutes, 04/01/2025

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 1, 2025, at or after 6:00 PM

Jon Post, Mayor
Roxanne Ziegler, Vice Mayor
Patrick Cavanaugh, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Teri Murphy, Council Member
John Officer, Council Member

DRAFT

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:02 PM. He directed the Town Clerk to call the roll. **Council Member Kai** was absent. **Council Member Murphy** was absent due to unforeseen traffic issues until 6:06 PM and therefore did not participate in the Approval of the Agenda or Call to the Public. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Mayor Post asked for a motion to approve the agenda.

Vice Mayor Ziegler moved to approve the agenda as presented. Council Member Comerford seconded the motion. Motion passed, 5-0.

CALL TO THE PUBLIC

Ms. Maggie Kinney addressed the Council regarding the need for the Council to prioritize funding for School Resource Officers on every school campus in the Town of Marana. She outlined the benefits of having School Resource Officers on campus and recommended the Town be proactive in this rather than reactive.

*[**Council Member Murphy** was present at 6:06 PM.]*

PROCLAMATIONS

PR1 Proclamation Recognizing Water Awareness Month (David L. Udall)

Town Clerk / Assistant Town Attorney David Udall read the proclamation as **Mayor Post** presented it to its recipient.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh praised water conservation efforts in landscaping.

Vice Mayor Ziegler attended a Marana Unified School District (MUSD) 2340 Foundation luncheon with **Mayor Post**.

Mayor Post praised MUSD core subject test scores, which, along with only three other school districts in the state, have exceeded test scores prior to the COVID-19 pandemic. He said they are now in the top 1% of school districts across the United States. He attended an event at Del Webb and discussed the goals of the Town and answered questions. He also congratulated **Judge Laine McDonald** on her appointment to the Pima County Superior Court.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema praised, thanked, and congratulated **Judge McDonald** on behalf of Town staff. He said there were a total of 136 single-family residential permits issued for the month of March. Last March, there were a total of 121 permits issued. He provided a construction update on the Marana Aquatics and Recreation Center (MARC) and said it was still on schedule for a May 3, 2025, grand opening. He said Marana's splash pads are opening up very soon and provided a construction update on Saguaro Bloom Park Phase 1. He praised the Parks and Recreation Department for their work in the recent Tortolita Traverse race and reminded the Council of the 25th Anniversary of

the Osprey crash memorial service on April 5, 2025, at 10:00 AM at the Marana Regional Airport. He also reminded the Council of the upcoming State of the Town event.

Vice Mayor Ziegler commented that the Osprey memorial this year will also have an 8:00 PM candlelight service.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2025.007: Relating to Finance; retroactively exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 8, 2025, Tour De Cookie event (Wayne Barnett)

C2 Resolution No. 2025-026: 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)

C3 Resolution No. 2025-027: Relating to Parks and Recreation; approving and authorizing the Parks and Recreation Director to execute a facility usage agreement between the Town of Marana and the Marana Marlins Swim Team (Wayne Barnett)

C4 Resolution No. 2025-030: Relating to Administration; approving and authorizing the Finance Director to execute Amendment Two to the Inmate Work Contract between the Town of Marana and the Arizona Department of Corrections, Rehabilitation, and Reentry for inmate labor services (Curry C. Hale)

C5 Approval of Regular Council Meeting Summary Minutes of March 18, 2025 (Debbie Thompson)

Vice Mayor Ziegler moved to approve the consent agenda. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2025-028: Relating to Development; approving and authorizing the Mayor to execute the First Amendment to the Crossroads at Gladden Development Agreement (Jane Fairall)

Town Attorney Jane Fairall presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Fairall** explained that on April 19, 2022, the Town Council approved The Crossroads at Gladden Development Agreement. Among other things, the Agreement required the Developer to complete construction of several transportation improvements, including the following, prior to the issuance of certificates of occupancy:

- Construction of initial improvements to the Tangerine and I-10 traffic interchange (the "Initial TI Improvements"), consisting of:
    - Construction of a westbound left-turn lane within the ADOT right of way of the westbound off ramp
    - Restriping the existing pavement for Tangerine Road to provide for a total of five lanes through the interchange (three westbound, two eastbound)
    - Restriping and modifications to the median on the west leg of the intersection
- Reconstruction of Crossroads Trail (completed)
- Construction of a raised median at Tangerine Road and Crossroads Trail (completed)
- Construction of a traffic signal at the intersection of Tangerine Road and Crossroads Trail (completed)
- In conjunction with the developer of Gladden Farms II, construction of traffic signals at the intersections of Clark Farms Boulevard and Mike Etter Boulevard and at Clark Farms Boulevard and Tangerine Road (completed)

Ms. Fairall said that the Developer has substantially completed construction of all the above-described transportation improvements, except for the Initial TI Improvements. She said that due to issues outside the parties' control, including construction coordination issues with the Town project known as Tangerine Road Phase 2A, the Initial TI Improvements have not been completed.

Ms. Fairall then explained the provisions of the First Amendment to the Agreement, which:

- Provides that in lieu of the Developer's construction of the Initial TI Improvements, the Town will construct the improvements in conjunction with its construction of the Tangerine Road Phase 2A Road Project and the Tangerine TI Improvements (the Town determines the final design)
- Replaces the detailed descriptions of the Initial TI Improvements and the Tangerine TI Improvements in the Original Agreement with an illustrative

concept, with final design being determined by the Town through the engineering process
- Provides that in lieu of the $2.6 million contribution to the Tangerine TI Improvements outlined in the Agreement, the Developer will contribute a total amount of $3.1 million to the now combined Tangerine TI Improvements/Initial TI Improvements
- Makes other changes conforming to the revisions outlined above

Vice Mayor Ziegler moved to adopt Resolution No. 2025-028. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

A2 Resolution No. 2025-029: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to increase the qualifications for a business to be considered a "Targeted Employer" for purposes of the MJCIP and to remove certain economic incentives from the program (Jane Fairall and Curt Woody)

Economic Development Director Curt Woody presented on this item. He said this item proposes: (1) revising the MJCIP to require a project to generate $120,000 in construction sales tax ($5,000,000 in construction costs) and create ten new jobs making $60,000 or more to qualify for the program instead of the project generating $24,000 in construction sales tax (or $1,000,000 in construction costs) and creating ten new jobs making $40,000 or more, as currently required; and (2) revising the MJCIP to comply with recent United States Supreme Court caselaw by eliminating the sustainable development costs incentive, the job training incentive, and the relocation expenses incentive because they do not constitute direct benefits to the Town. Clarifying questions were asked and answered during the presentation.

Mayor Post asked if **Mr. Woody** thought that ten new jobs was a low number for reimbursing construction sales tax. **Mr. Woody** explained he did not think it was because it would allow for small businesses to qualify for the program. **Mayor Post** said he thought the MJCIP should be adjusted to require more than ten jobs to qualify. **Mr. Woody** explained that there would be an overall economic impact from the ten employees to the Town in addition to the fact of ten new jobs.

Vice Mayor Zeigler moved to adopt Resolution No. 2025-029. Council Member Officer seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Public Works; presentation, discussion, and possible direction regarding the draft Town of Marana Five-Year Capital Improvement Program for Fiscal Years 2026 through 2030 (Fausto Burruel, Heidi Lasham, Jim Conroy)

Public Works Director Fausto Burruel, Parks and Recreation Director Jim Conroy, and **Water Director Heidi Lasham** presented on this item. Copies of the presentation slides are on file with the Town Clerk's Office. Each presenter outlined their proposed capital improvement project plan for the next five years for Council input prior to budget finalization, a summary of which is as follows:

- Public Works Department
  - Transportation
    - Ina Rd.-Merideth Blvd., Median Modifications project ($550,000)
    - Moore Rd.-Interstate 10, Traffic Interchange project ($181,936,627)
    - Sandario Pedestrian Access project ($100,000)
    - Tangerine Farms Rd., Marana Rd.-Interstate 10, Extension project ($27,852,212)
    - Marana Rd., Traffic Interchange project ($10,000,000)
    - Adonis Rd., Extension Phase 2 project ($9,898,915)
    - Moore Rd. Rehabilitation, Sanders Rd.-Interstate 10 project ($700,000)
    - North Marana Pavement Rehabilitation Phase 2 project ($550,000)
    - Tangerine Rd. Widening, Phase 2B project ($48,000,000)
    - Thornydale Rd. North, Widening project ($8,266,955)
  - Community
    - Marana Gateway Monument Signage project ($1,129,859)
    - Air Commerce Way Monument project ($192,188)
    - Barnett Channel project ($33,500,000)
    - Marana Channel project ($24,666,000)
    - MMC Generator Upgrade project ($2,618,257)
    - MOC Generator Replacement project ($891,029)
    - Ed Honea MMC Additional Parking project ($100,000)
    - Ed Honea MMC Space Optimization project ($14,565,000)
    - Court Room 2, Remodel project ($900,000)
  - Airport
    - RWY 30 Safety Mitigate, EZ, Design project ($550,000)
    - Taxiway A MITL Rehabilitation, Design project ($150,000)
    - Taxiway A Rehabilitation, Design project ($405,000)
    - Airport Control Tower, Construction project ($15,400,000)
    - Airport Master Plan Update ($350,000)
    - Airport Security Fence project ($480,000)
    - RWY 30 Safety Mitigate, PH1, Construction project ($2,700,000)
    - RWY 30 Safety Mitigation, PH2, Construction project, ($4,800,000)
    - Airport Drainage Master Plan ($450,000)
    - Taxiway C Reconstruction, Construction project ($2,753,500)

        - West Apron Reconstruction Ph-1, Construction project ($2,300,000)
        - Taxiway A Rehabilitation, MITL, Construction project ($5,500,000)
        - TWY B, E, Lighting Upgrade, Design-Construct project ($4,700,000)
- Parks and Recreation Department
    - El Rio Preserve Expansion project ($371,366)
    - Heritage House Rehabilitation project ($250,000)
    - Ora Mae Harn Park Pool Remediation project ($450,000)
    - Heritage Park Food Court project ($1,800,000)
    - Gladden Farms Bike Park project ($1,700,000)
    - Ora Mae Harn Park Expansion project ($400,000)
    - Ora Mae Harn-MUSD Ballfields ($400,000)
- Water Department
    - Water
        - Continental Reserve 24-inch Tie-in project ($3,536,984)
        - Hartman Booster Station Electrical Upgrade project ($220,000)
        - Heritage Park PFAS Treatment project ($15,432,784)
        - Heritage Park Water Plan project ($6,157,732)
        - Marana Park PFAS Treatment project ($13,735,090)
        - Marana SC Effluent Collection project ($1,764,829)
        - New Renewable Water Resource Acquisition project ($7,282,552)
        - Picture Rocks Interconnect project ($2,314,636)
        - Pioneer Well PFAS Treatment project ($4,163,796)
        - Recharge Basin Phase II project ($6,504,766)
        - Sanders Rd. 24-inch Water Line project ($6,405,438)
        - SCADA and Integrated Telemetry project ($2,104,178)
        - Water Field Office project ($5,750,000)
        - Water Line Replacements project ($789,954)
        - Well Rehabilitation Program ($700,000)
        - B-Zone Reservoir project ($686,604)
        - Pioneer Well Electrical Upgrade project ($220,000)
        - Airport NW PFAS Treatment project ($31,866,000)
        - B-Zone Booster and Transmission Line project ($4,912,573)
        - C-Zone Booster project ($2,366,981)
    - Wastewater
        - Clark Farms Sewer Interceptor project ($10,978,724)
        - Rillito Vista Lift Station Upgrade project ($1,470,591)
        - Sewer Conveyance System Rehabilitation project ($1,830,050)
        - Stingray Sewer Interceptor project ($3,416,451)
        - WRF Phase II project ($49,630,772)

For more detailed information, please see the presentation slides. Clarifying questions were asked and answered during the presentations.

DRAFT

Mayor Post asked about the need for drainage along the Tangerine Farms Extension project and the timing of that project in relation to the Barnett Channel. **Mr. Burruel** and **Mr. Rozema** explained that Town staff is currently looking into options so that expensive drainage is not constructed that would be rendered obsolete once the Barnett Channel is finished**. Mayor Post** said he understood, but stressed that time was of the essence on these projects and that the Town needed to push them as hard as possible.

Vice Mayor Ziegler asked if there would be grants for any of the Airport projects. **Mr. Burruel** said grants were involved in all of the Airport projects. **Vice Mayor Ziegler** also recommended that the Town ensure it has something in writing from the Federal Aviation Administration (FAA) regarding the funding pause and related delay on the Airport Tower project so the Town is protected in the future. **Mr. Burruel** assured **Vice Mayor Ziegler** that staff is meticulously tracking developments. In response to a question from **Council Member Comerford**, **Mr. Burruel** said the environmental assessment on the Tower project is scheduled to conclude in September and that the Town intends to go into design after that followed by construction.

Vice Mayor Zigler recommended that the Town take a step back and assess what projects it can cut to devote monies and other resources to the pressing transportation needs. **Mayor Post** asked **Vice Mayor Zigler** if the issue for her was lack of funding or the timeframe, and she said the primary issue was the timeframe. She said the Town was behind the curve on transportation needs. **Mr. Rozema** highlighted that many of the projects in the CIP program are impact-fee funded and that the impact fee monies dedicated to certain types of projects could not be transferred to other types of projects. He also said timing is in many ways dependent on other entities, such as the Union Pacific Railroad and the Arizona Department of Transportation. He said Town staff has done a great job in advancing these projects, but there are other realities outside of the Town's control. **Vice Mayor Ziegler** recommended the Town get creative on this, because the issues are very pressing. **Mr. Rozema** said staff was working on exactly that – working on how to advance Council-priority projects as quickly as possible, but that as quickly as possible unfortunately may be years, not months.

Mayor Post asked if it would make sense to install a PFAS treatment plant at the Airport wells to treat the water going into the Northwest Recovery, Recharge, and Distribution (NWRRDS) project. **Deputy Town Manager Erik Montague** said that was one of the identified treatment projects, but that timing of the project would be driven by the amount of PFAS detected in relation to other needed treatment projects.

Council Member Comerford expressed concern with Pima County not keeping up with clearing the riverbed in the event of flooding and asked what the Town could do about it. **Mr. Rozema** said the responsible jurisdiction was Pima County Flood Control District,

but that the Town could follow up with the District regarding this concern. **Mr. Burruel** said staff would reach out regarding the concern.

Mayor Post complemented the presenters and said he knew a lot of work went into preparing these presentations.

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)

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

- SB 1229 (housing bill): The Town is concerned about this bill, and there are currently conversations between the Arizona League of Cities and Towns, the bill sponsors, and the Governor.
- The Marana Correction Facility bill requiring a study related to future use of the facility has failed.
- Other bills are not moving.

D3 Relating to Municipal Court; authorizing and directing staff to negotiate an employment agreement for future Council consideration between the Town and Libby Shelton, to fill the impending vacancy in the Marana Town Magistrate position (Terry Rozema)

Mr. Rozema said that in light of **Judge McDonald's** appointment to the Pima County Superior Court, the Town Magistrate position needs to be filled. He said the Town has done a good job at developing Town staff to be able to fill positions from within the organization, and he said there were solid employees that could fill the Town Magistrate position and that **Deputy Town Attorney Libby Shelton** was interested. He said **Judge McDonald** highly recommended **Ms. Shelton** for the position.

Mayor Post said the Council is responsible for hiring two people – the Town Manager and the Town Magistrate. He asked for a motion to go into executive session.

Vice Mayor Ziegler moved to go into executive session. Council Member Officer seconded the motion. Motion passed, 6-0.

[An executive session was held on item E1 below, beginning at 8:35 PM and concluding at 8:49 PM.]

Once back in open session, **Mayor Post** called for a motion.

Council Member Comerford moved to authorize and direct staff to negotiate and bring back to Council an employment agreement between the Town and Libby Shelton, to fill the impending vacancy in the Marana Town Magistrate position. Vice Mayor Ziegler seconded the motion. Motion passed, 6-0.

Mayor Post congratulated **Ms. Shelton**.

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)(1) for discussion of the possible appointment of Libby Shelton as Town Magistrate, including discussion of the terms of an Employment Agreement, and for possible interview of Libby Shelton for the Town Magistrate position.

E2 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 Post asked for future agenda items. There were no requests for future agenda items.

ADJOURNMENT

Mayor Post asked for a motion to adjourn the meeting.

Vice Mayor Ziegler moved to adjourn the meeting. Council Member Council Member Comerford seconded the motion. Motion passed, 6-0. Meeting adjourned around 8:50 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on April 1, 2025. I further certify that a quorum was present.

_____

David Udall, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 04/15/2025

To: Mayor and Council

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

From: Nolette Hernandez, Records Clerk

Date: April 15, 2025

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 #001 In-State Producer liquor license submitted by Kimberly Dawn Thompson on behalf of The Rustiks Brewing Company, located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741 (David L. Udall)

Discussion:

This application is for a new series #001 In-State Producer liquor license at The Rustiks Brewing Company, located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741. A series In-State Producer license is a non-transferrable liquor license that allows an in-state producer to produce or manufacture beer, wine and distilled spirits (all spirituous liquor) and sell/deliver the product to a licensed wholesaler. A person who holds an In-State Producer license may also sell to on-site patrons liquor produced or manufactured on the licensed premises.

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 DLLC required management training has been submitted to the DLLC.

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 series #001 In-State Producer liquor license submitted by Kimberly Dawn Thompson on behalf of The Rustiks Brewing Company, located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #001 In-State Producer liquor license submitted by Kimberly Dawn Thompson on behalf of The Rustiks Brewing Company located at 6918 North Camino Martin Suite 120, Tucson, Arizona, 85741.

Attachments

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

received
03/05/2025
Email
4:52pm
NH

State of Arizona
Department of Liquor Licenses and Control

Created 03/05/2025 @ 11:48:07 AM

Local Governing Body Report

LICENSE

Number:		Type:	001 IN-STATE PRODUCER
Name:	THE RUSTIKS BREWING COMPANY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	6918 N CAMINO MARTIN TUCSON, AZ 85741 USA		
Mailing Address:	[redacted] ORO VALLEY, AZ 85755 USA		
Phone:	(520)370-1034		
Alt. Phone:			
Email:	KIMBERLY@THERUSTIKS.COM		

AGENT

Name:	KIMBERLY DAWN THOMPSON
Gender:	Female
Correspondence Address:	[redacted] ORO VALLEY, AZ 85755 USA
Phone:	(520)370-1034
Alt. Phone:	
Email:	KIMBERLY@THERUSTIKS.COM

OWNER

Name:	THE RUSTIKS LLC		
Contact Name:	KIMBERLY DAWN THOMPSON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23145495	State of Incorporation:	AZ
Incorporation Date:	10/28/2020		
Correspondence Address:	[redacted] ORO VALLEY, AZ 85755 USA		
Phone:	(520)370-1034		
Alt. Phone:			
Email:	KIMBERLY@THERUSTIKS.COM		

Officers / Stockholders

60th Day 5-4-25
105th Day 6-18-25

Name:	Title:	% Interest:
KIMBERLY DAWN THOMPSON	President	100.00

THE RUSTIKS LLC - President

Name:	KIMBERLY DAWN THOMPSON
Gender:	Female
Correspondence Address:	[redacted] ORO VALLEY, AZ 85755 USA
Phone:	(520)370-1034
Alt. Phone:	
Email:	KIMBERLY@THERUSTIKS.COM

APPLICATION INFORMATION

Application Number: 323107
Application Type: New Application
Created Date: 12/09/2024

QUESTIONS & ANSWERS

001 In-state Producer

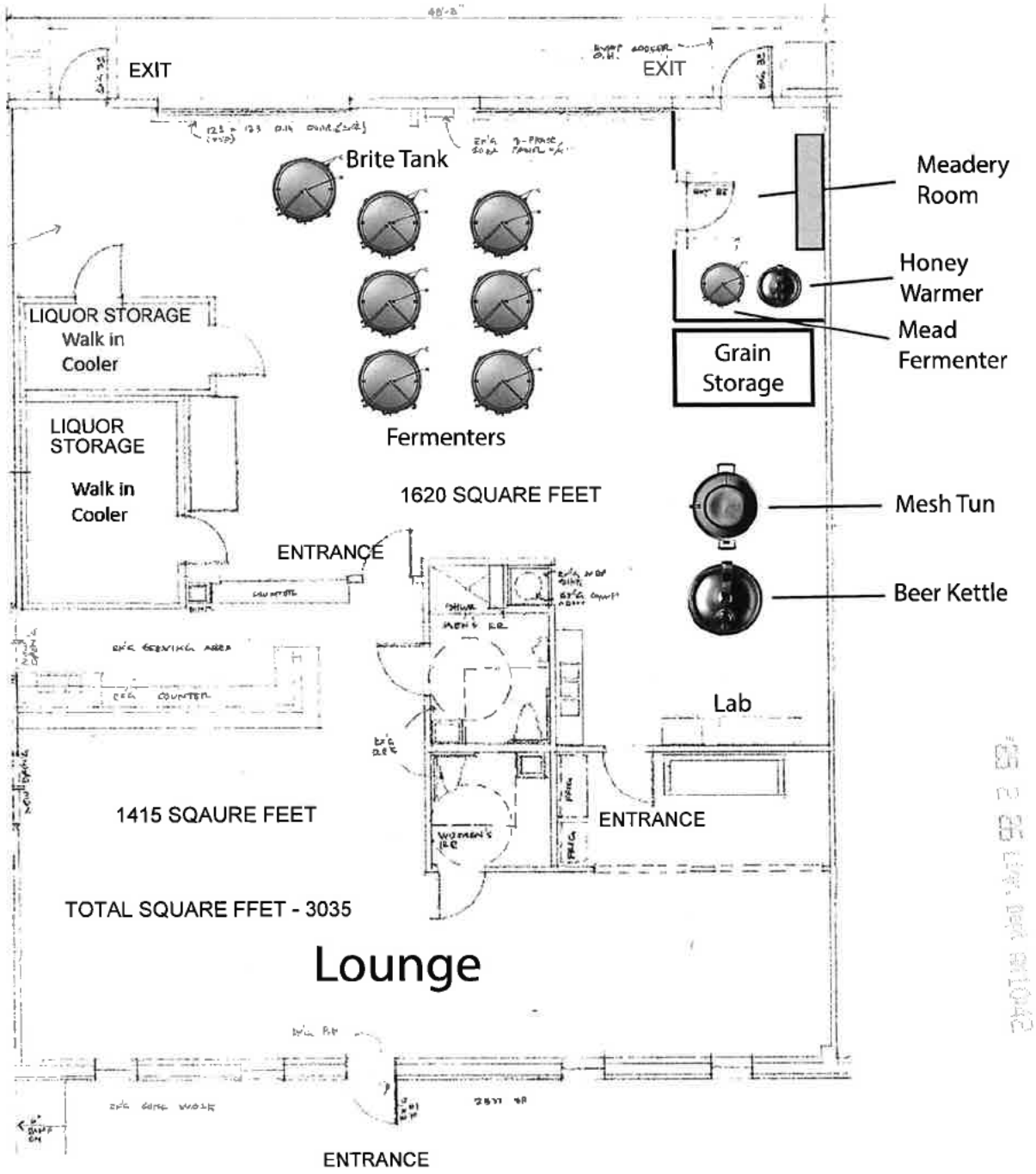
1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Sub-Tenant
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   None
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Rustina - CBC Layout.pdf	01/30/2025
ALIEN STATUS	Thompson ID.jpg	01/30/2025
ALIEN STATUS	Thompson ID2.jpg	01/30/2025
QUESTIONNAIRE	Rustiks - Thompson - Questionnaire.pdf	01/30/2025
QUESTIONNAIRE	LOX #14 Question.pdf	01/30/2025
	Brewery Layout 2-24-2025 Rustiks.pdf	02/24/2025
	LOX THOMPSON PERSONAL INFO QUESTIONNAIRE.pdf	02/24/2025
	THOMPSON ALIEN FORM.pdf	02/24/2025
	KIMBERLY ID.jpeg	02/24/2025
	THOMPSON QUESTIONNAIRE3.pdf	03/03/2025

Rustina, LLC at Catalina Brewing Company

6918 N Camino Martin
Tucson, AZ 85741



Parking Lot

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	323107
Date Accepted:	1-30-2025
CSR:	Clay

FP Current 10-28-24

Personal Information Questionnaire

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: THOMPSON (Last) KIMBERLY (First) DAWN (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 07 / 08 / 1975
6. Email address: KIMBERLY@THERUSTIKS.COM
7. Home Address: [redacted] TUCSON, AZ 85737
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: 07100135
2. Business Name (doing business as): THE RUSTIKS Brewing Company
3. Business Address: 6918 N Camino Martin Tucson AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☑Agent ☑Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Kimberly Thompson

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No ☐

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☑ No ☐

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☑

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

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

Signature: _____ **Date:** 02/24/2025

'25 2 06 Liq. Dept #10427

February 24, 2025

Liquor License Application # 323107

Re: Signed Statement for Questions # 1 & 2 of Personal Information Questionnaire

#1 - I currently own, control, and operate a Series 7 Liquor License (#07100135) under The Rustiks, LLC in Pima County, AZ.

#2 - In September of 2022, both my fiancé and I had an argument that spilled out into the front yard of our home. A neighbor witnessed the incident and called the police. My fiancé locked me out of the house. When the police arrived, we were both arrested for domestic violence although no domestic violence took place although the neighbor said differently. We were both arrested and the charges we eventually dropped/dismissed. There has not been an incident since we elected to go to couple's counseling and are now very much happily married.

Sincerely,

Kimberly Thompson

'25 2 26 Liqv. Dept 0010042

ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) KIMBERLY DAWN THOMPSON

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 TUCSON State ARIZONA **COUNTRY** USA

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

2) Name of document: AZ DRIVER'S LICENSE

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

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

'85 2 86 Dept AHLOHE

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.

SECTION III – QUALIFIED ALIEN DECLARATION

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

_____

Name of document provided

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

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

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

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

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

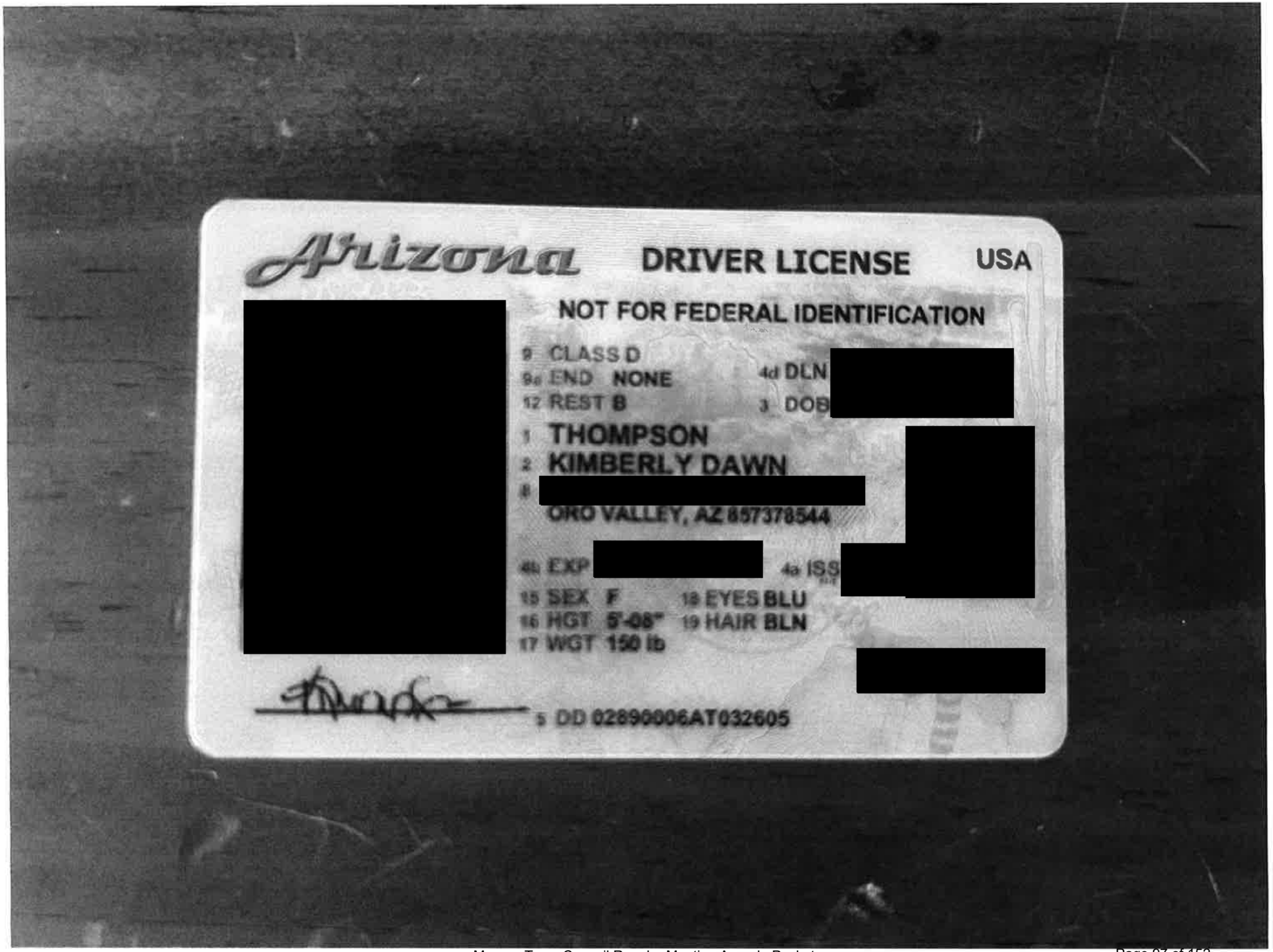
10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

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

11. A nonimmigrant whose visa for entry is related to employment in the United States, or
12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *etseq.*];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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

KIMBERLY THOMPSON		02/24/2025
Print Name	**Signature**	**Date**


Arizona
DRIVER LICENSE
USA
NOT FOR FEDERAL IDENTIFICATION
9 CLASS D
9a END NONE
12 REST B
4d DLN
3 DOB
1 THOMPSON
2 KIMBERLY DAWN
8
ORO VALLEY, AZ 857378544
4b EXP
4a ISS
15 SEX F
18 EYES BLU
16 HGT 5'-08"
19 HAIR BLN
17 WGT 150 lb
5 DD 02890006AT032605


CLASS: D-Operator
ENDORSEMENTS:
None
RESTRICTIONS:
B-Corrective Lens Must Be Worn
Rev [redacted]
You Must Report a
Change of Address
Within 10 Days
[redacted]
21037AZ0035835550301

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 / 07 / 25 Date of Posting Removal: 3 / 28 / 25

Applicant's Name: Thompson (Last) Kimberly (First) Dawn (Middle)

Business Address: 6918 N Camino Martin Ste 120 (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

E. JR Burns JR. 3/7/25

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 #: 323107 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-01

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 15 (Day) of April (Month), 2025 (Year) considered the application of Kimberly Dawn Thompson (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 Kimberly Dawn Thompson (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)

License Application Kits

In-State Producer Application Kit - Series 1

This non-transferrable liquor license allows an in-state producer to produce or manufacture beer, wine and distilled spirits (all spirituous liquor) and sell/deliver the product to a licensed wholesaler. A person who holds an In-State Producer license may also sell to on-site patrons liquor produced or manufactured on the licensed premises. A.R.S. §4-243. Also see Internet Sales & Residential Shipping.

Out-Of-State Producer Application Kit - Series 2

This non-transferable liquor license allows an out-of-state producer, exporter, importer or rectifier to ship beer, wine and distilled spirits to Arizona liquor-licensed wholesalers. An out-of-state producer or supplier may not sell its products to an Arizona wholesaler at a cost higher than the lowest price at which the item was sold by the producer or supplier to any other wholesaler. An out-of-state producer, exporter, importer or rectifier must comply with the provisions of Title 4 as if an in-state producer.

Except for as permitted in A.R.S. §4-205.04(C)(9) through (G), Internet Sales & Residential Shipping are limited in this state.

Out-of-state Craft Distiller Application Kit - Series 2D

An Out-of-state Craft Distillery is located outside of Arizona and produces not more than 20,000 gallons of distilled spirits annually.

An Out-of-state Craft Distillery that produces not more than 3,566 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state.

Limited Out-of-state Winery Application Kit - Series 2L

This non-transferrable liquor license allows an out-of-state winery to sell/deliver not more than 240 gallons of wine produced on the premises to Arizona liquor-licensed wholesalers. The licensee must report annual gallonage delivered to a licensed wholesaler in the state. This license has no direct to consumer privileges. A.R.S. §4-205.04 and A.R.S. §4-209(B)(15)

Out-of-state Farm Winery Application Kit (Series 2W)

The Out-of-State Farm Winery license has specific privileges based on these production limits:

- Must produce at least 200 and not more than 40,000 gallons of wine per calendar year, or
- If producing not more than 20,000 gallons of wine per calendar year, may operate in all three tiers.

Except for as permitted in A.R.S. §4-205.04(C)(9) through (G), Internet Sales & Residential Shipping are limited in this state. The licensee must report annual production gallonage to the Arizona Department of Liquor annually.

Out-of-state Microbrewery Application Kit (Series 2M)

This non-transferable liquor license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee.

Internet Sales & Residential Shipping.

The licensee must sumbit an annual production report to the Arizona Department of Liquor.

In-state Microbrewery Application Kit - Series 3

This non-transferable liquor license allows for on & off-sale retail privileges for a licensed in-state microbrewery which produces more than 5,000 gallons, and less than 6,240,000, of beer during the 12-month reporting period (A.R.S. §205.08(B). Sales or beer produced by other microbreweries may not exceed 20% of the licensee's annual sales by volume on the licensed premieses.

With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery.

Internet Sales & Residential Shipping.

The licensee must sumbit an annual production report to the Arizona Department of Liquor.

Wholesaler Application Kit - Series 4

This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

Government Application Kit - Series 5

This non-transferable, on-sale retail privileges license allows the holder of a government license to sell and serve all types of spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town, state university or the Arizona Coliseum and exposition centerboard whose governing body has authorized its use. A separate license is required for each premise upon which spirituous liquor is served. The application must designate, for each location, a manager or other individual responsible for administering the license.

Bar Application Kit - Series 6 (Transfer)

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 06 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. Internet Sales & Residential Shipping.

Beer and Wine Bar Application Kit - Series 7 (Transfer)

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. Internet Sales & Residential Shipping.

Conveyance Application Kit - Series 8

This non-transferable,on-sale retail privileges liquor license allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption only on the plane, train or boat.

Boats:
1. Applicant must designate a dock as the homeport for the boat.
2. Notice of the application must be prominently placed on the dock that is the homeport.
3. The boat must have a displacement of not less than fifty (50) tons and a passenger capacity of eighty (80) persons or more.
4. The boat must have a current Coast Guard certification.
5. No spirituous liquor sales may be made on a boat in dock earlier than fifteen (15) minutes prior to departure and shall not be served after a boat returns to the dock.

Liquor Store Application Kit - Series 9 (Transfer)

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. Internet Sales & Residential Shipping.

Beer and Wine Store Application Kit - Series 10

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. Internet Sales & Residential Shipping.

Hotel/Motel Application Kit - Series 11

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.

Restaurant Application Kit - Series 12

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.

In-state Farm Winery Application Kit - Series 13

An In-state Farm Winery is a winery located in Arizona that produces at least 200 gallons but not more than 40,000 gallons of wine annually.

This non-transferable, In-state Farm Winery liquor license has on- and off-sale retail privileges and allows the holder to sell and deliver wine produced on the premises to businesses licensed to sell wine in and out-of-state, and to serve wine produced on the premises for on and off-sale consumption and for the purpose of sampling. A in-state farm winery that produces not more than 20,000 gallons of wine in a calendar year may make sales of wine produced on premises to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.04(C)(9)(a)-(g). The licensee may apply for two (2) remote tasting rooms (series 19) which are located in the state of Arizona. A.R.S. §4-205.04(D)

Private Club Application Kit - Series 14

This non-transferable, on-sale retail privileges liquor license allows the holder of a club license to sell and serve all types of spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their bona fide guests. A "club" is defined in the statutes as including veterans and fraternal organizations and their building associations, golf, social and airline clubs.

Special Event Permit Application Kit - Series 15

Special Event applications must be received by the Department of Liquor 10 days prior to the event.

This temporary, non-transferable, liquor license with retail privileges that allows a political party or campaign ballot measure, government entity, or non-profit entity to sell and serve spirituous liquor for consumption on the premises where the spirituous liquor is sold, and only for the period authorized on the license. Off-sale privileges apply only to special events holding auctions/wine or distilled spirit pull.

The applicant for a special event license must fill out a special event application and file the application with the local governing body where the special event is to take place, for approval or disapproval. If held at a licensed premises, no local governing body approval is required.

If the application is approved by the local governing body, and the event meets the requirements for granting the license, the director may issue a special event license to the qualifying organization. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Festival/Fair Application Kit - Series 16

Fair/Festival applications must be received by the Department of Liquor 10 days prior to the event.

A Fair/Festival license allows a series of licenses to serve their products at a festival, sanctioned county or state fair, or within the premises of a licensed special event. These licenses are series 3 Microbrewery, series 13 Farm Winery, or a series 18 Craft Distillery. Liquor produced under the provisions of these licenses may be used for consumption on the fair/festival premises or sold "to-go" in the original, sealed container. This application requires state approval, and may require the approval of the local government where the fair/festival will take place. A.R.S. §4-203.03, §4-203.02, §4-205.11, and §4-205.14.

Direct-to-Consumer Wine Shipment Application Kit - Series 17W

The Arizona Direct-to-Consumer Wine Shipment License allows United States-licensed wineries to ship limited amounts of wine produced at their winery to Arizona residents. The application will serve both in- and out-of-state applicants. An Arizona Transaction Privilage Tax (TPT) license is required.

To report your annual shipment into the state of Arizona, please use the template below. You will be required to submit this report online using the Direct Shipment Portal.
Shipment Report Template

Privileges for this license can be found using this link to the 2023 Arizona Liquor Lawbook. The Direct-to-Consumer Wine Shipment law is A.R.S. §4-203.04 found on page 20.

In-state Craft Distiller Application Kit - Series 18

An In-state Craft Distillery is located in Arizona and produces not more than 20,000 gallons of distilled spirits annually.

This license has on- and off-sale retail privileges. The licensee may serve spirits produced on the premises for consumption on the premises, sampling, and in the original, sealed container for sales "to-go". The licensee may sell and deliver to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.10(7). Internet Sales & Residential Shipping are limited in this state.

An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state. Sales of distilled spirits produced by other craft distillers may not exceed 20 percent of sales by volume.

This license is non-transferable (person-to-person or location-to-location).

The licensee may apply for two (2) Remote Tasting Room (series 19) which is to be located in the State of Arizona.

The licensee must report annual production gallonage to the Arizona Department of Liquor annually. A.R.S. §4-205.10

Remote Tasting Room Application Kit - Series 19

Remote Tasting Rooms are located in Arizona and are owned and operated by a licensee that concurrently owns one of these four Arizona liquor licenses:

1. Out-of-state Farm Winery - Series 2W
2. Out-of-state Craft Distillery - Series 2D
3. In-state Farm Winery Application Kit - Series 13
4. In-state Craft Distiller Application Kit - Series 18

When tied to a Remote Tasting Room license the above license becomes the Master License and must be in "active" and good standing for the Remote Tasting Room to operate. The Remote Tasting Room is a retail location.

The Remote Tasting Room (series 19) license application is first submitted to the city, town, or municipality where the tasting room will be located. Upon approval from the city, town, or municipality, the application will then go to the state. This is the only Arizona liquor application which first is approved by the local government.

Remote tasting room for farm wineries: A.R.S. §4-205.04(F). Remote tasting room for craft distilleries: A.R.S. §4-205.10(D).

Alternating Proprietorship - Series 20

This license allows for two (2) or more Farm Winery licenses to operate in one licensed premises. Each Farm Winery will need approval to operate as Alternating Proprietorships from the United States Tax and Trade Bureau (TTB). This allows Farm Wineries to utilize the same space for production of wine. Each Farm Winery must have a separate storage space within the licensed premises. Each Farm Winery is responsible for filing individual annual production reports. A.R.S. §4-205.04(D). On application by one or more persons, the director may approve applications for grouping two or more producer licenses at one location under a plan of alternating proprietorships if a licensed producer has received approval of the alternating proprietorship by the United States alcohol and tobacco tax and trade bureau and the participating producers operate under the regulations and guidelines that are issued by the United States alcohol and tobacco tax and trade bureau. Each participating producer is responsible for filing all reports that relate to its production or manufacturing with the United States alcohol and tobacco tax and trade bureau and the department.

Custom Crush - Series 21

The Custom Crush license is an agreement between a "host" Farm Winery and a "tenant" Farm Winery to produce wine on behalf of the tenant.

A person otherwise qualified to receive a farm winery license may enter into a custom crush arrangement where a licensed winery produces or manufactures wine from grapes or other fruit supplied by the person. The winery receiving the fruit shall be licensed by the United States alcohol and tobacco tax and trade bureau and the department and is responsible for filing all reports that relate to its wine production or manufacturing with the United States alcohol and tobacco tax and trade bureau and the department. Each person supplying the grapes or other fruit shall first apply for and receive a farm winery license and shall report to the department all volumes of wine from its custom crush arrangements, which shall not be allocated to the gallonage of the receiving farm winery if the supplying farm winery has an active basic permit issued by the United States alcohol and tobacco tax and trade bureau.

Registered Delivery Contractor

Is a person who delivers spirituous liquor to a consumer on behalf of a bar, beer and wine bar, liquor store, beer and wine store or restaurant.

Basic Title 4 Training is required

Probate/Will

Council-Regular Meeting **L2**

Meeting Date: 04/15/2025

To: Mayor and Council

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

From: Nolette Hernandez, Records Clerk

Date: April 15, 2025

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 #005 Government liquor license submitted by Robert Arnold Padilla on behalf of Mike Jacob Sports Park, located at 6901 North Casa Grande Highway, Tucson, Arizona, 85741 (David L. Udall)

Discussion:

This application is for a new series #005 Government liquor license at Mike Jacob Sports Park, located at 6901 North Case Grande Highway, 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 DLLC required management training has been submitted to the DLLC.

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 series #005 Government liquor license submitted by Robert Arnold Padilla on behalf of Mike Jacob Sports Park, located at 6901 North Casa Grande Highway, Tucson, Arizona, 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #005 Government liquor license submitted by Robert Arnold Padilla on behalf of Mike Jacob Sports Park, located at 6901 North Casa Grande Highway, Tucson, Arizona, 85741.

Attachments

Redacted Application

Affidavit of Posting

Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 03/07/2025 @ 03:55:21 PM

Local Governing Body Report

LICENSE

Number:		Type:	005 GOVERNMENT
Name:	MIKE JACOB SPORTS PARK		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	6901 N CASA GRANDE HIGHWAY TUCSON, AZ 85743 USA		
Mailing Address:	NRPR: ROBERT PADILLA-3500 W RIVER ROAD TUCSON, AZ 85741 USA		
Phone:	(520)724-5000		
Alt. Phone:	[redacted]		
Email:	ROBERT.PADILLA@PIMA.GOV		

AGENT

Name:	ROBERT ARNOLD PADILLA
Gender:	Male
Correspondence Address:	NRPR: ROBERT PADILLA-3500 W RIVER ROAD TUCSON, AZ 85741 USA
Phone:	[redacted]
Alt. Phone:	
Email:	ROBERT.PADILLA@PIMA.GOV

OWNER

Name:	PIMA COUNTY		
Contact Name:	ROBERT PADILLA		
Type:	GOVERNMENT		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	NRPR: ROBERT PADILLA-3500 W RIVER ROAD TUCSON, AZ 85741 USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	ROBERT.PADILLA@PIMA.GOV		

60th day
05-06-2025
105th day
06-20-2025

MANAGERS

Name: BOBBY DARRELL NEWMAN
Gender: Male
Correspondence Address: [redacted]
TUCSON, AZ 85743
USA
Phone:
Alt. Phone:
Email:

****

Name: ROCIO AMELIA CASANOVA
Gender: Female
Correspondence Address: NRPR: ROBERT PADILLA-3500 W RIVER ROAD
TUCSON, AZ 85741
USA
Phone:
Alt. Phone:
Email:

APPLICATION INFORMATION

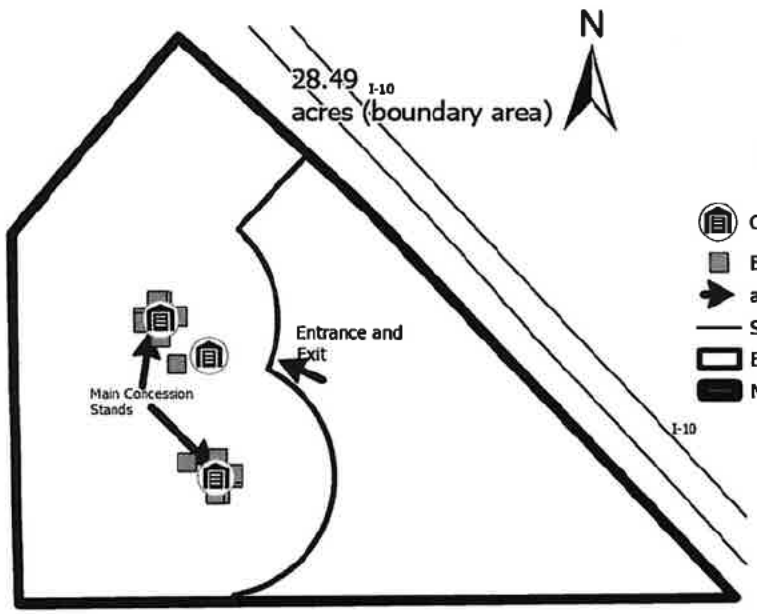
Application Number: 330935
Application Type: New Application
Created Date: 01/31/2025

QUESTIONS & ANSWERS

005 Government

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 OWNER
3) Is there a penalty if lease is not fulfilled?
   No
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.
   ZERO
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 PATIO
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

Mike Jacob Sports Park



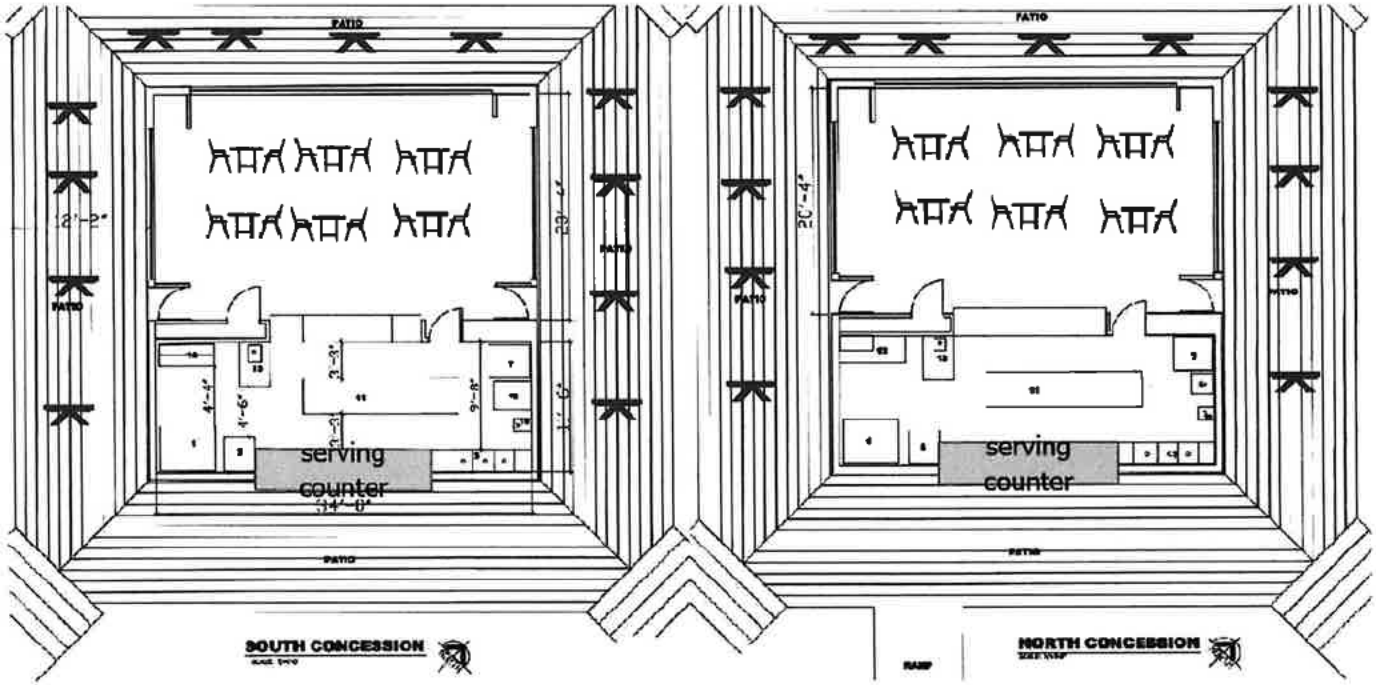
Legend

- Concession Stands
- Bleachers
- arrows
- Streets
- Boundary Premises
- Mike Jacob Sports Park

South and North (Main) Concession Stands

Legend

- Interior Seating Area (tables & 4 chairs)
- Patio Seating Area
- Liqueur Serving / Storage Area



Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	330935
Date Accepted:	03-07-2025
CSR:	SG

Personal Information Questionnaire

FP current 08-25-2023

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

AMENDMENT

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Padilla, Robert Arnold
   (Last / First / Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 09 / 1970
6. Email address: Robert.padilla@pima.gov
7. Home Address: [redacted]
8. Daytime phone #: (520) 724-5000 Alternative phone #: (520) 724-5235

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): Mike Jacob Sports Park
3. Business Address: 6901 N. Casa Grande Hwy, Tucson, AZ 85743

'25 JAN 30 AM 8:24 AZDLLC

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY	
Fee:	
Job #:	330935
Date Accepted:	03-01-2025
CSR:	SG

Personal Information Questionnaire

FP current 08-25-2023

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A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Padilla, Robert Arnold
   (Last / First / Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 09 / 1970
6. Email address: Robert.Padilla@pima.gov
7. Home Address [redacted]
8. Daytime phone #: (520) 724-5000 Alternative phone #: (520) 724-5235

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): Pima County
3. Business Address: 3500 W. River Rd. Tucson, Az 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Rocio Casanova

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

I, (Print Full Name) Robert Arnold Padilla **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: Robert Padilla **Date:** 2/26/25

ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Robert Arnold Padilla

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 Yuma 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 Driver's License

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

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

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

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

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

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.

Driver's License

Name of document provided

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

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

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

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

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

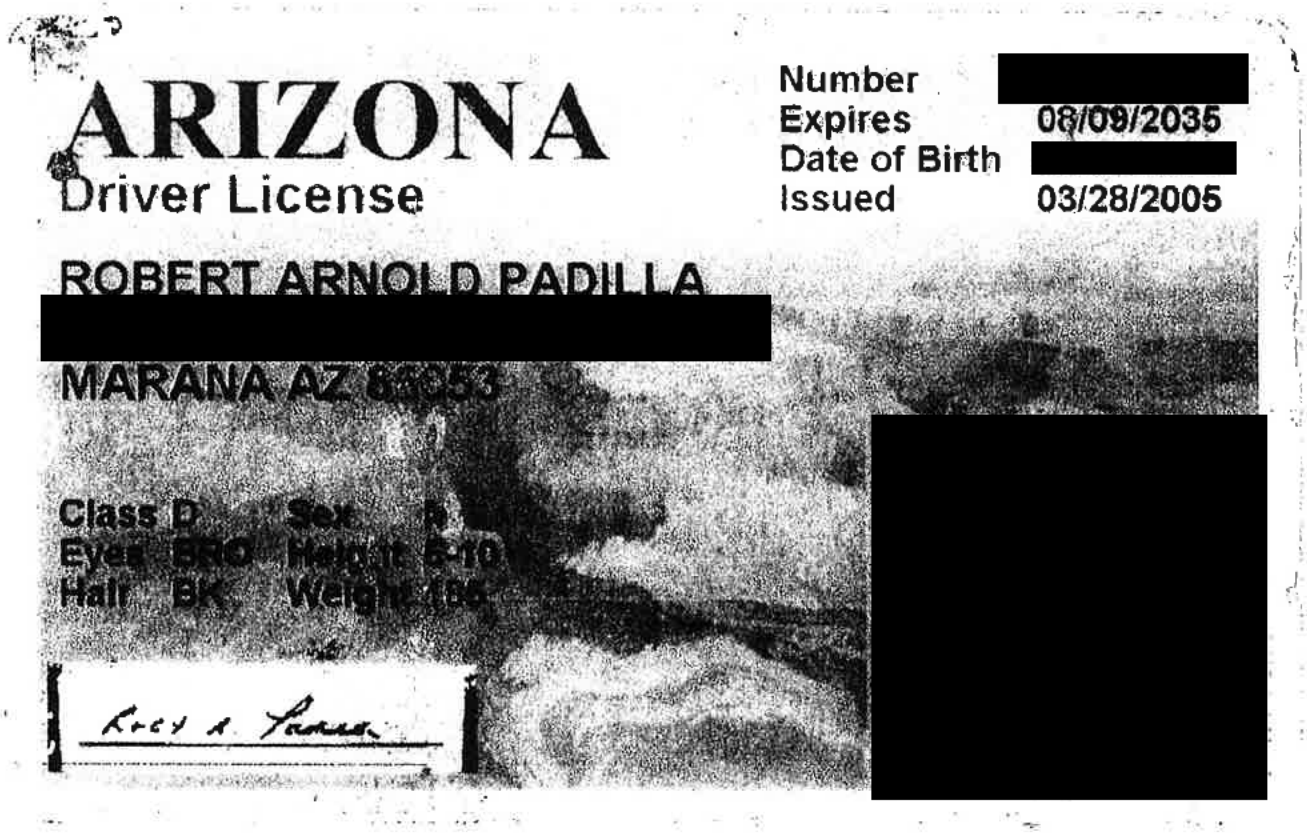
10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

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

11. A nonimmigrant whose visa for entry is related to employment in the United States, or
12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et*seq.];
13. A foreign national not physically present in the United States.
14. ***Otherwise Lawfully Present***
15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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

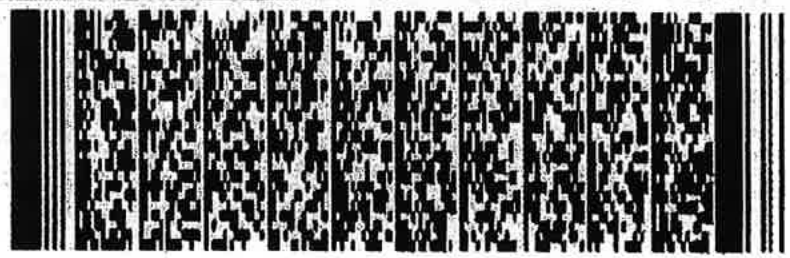
Robert Arnold Padilla		01/10/2025
Print Name	**Signature**	**Date**


ARIZONA
Driver License
Number [redacted]
Expires 08/09/2035
Date of Birth [redacted]
Issued 03/28/2005
ROBERT ARNOLD PADILLA
[redacted]
MARANA AZ 85653
Class D Sex M
Eyes BRO Height 5-10
Hair BK Weight 185
[redacted]

You Must Report a Change of Address Within 10 Days

[redacted]

umber [redacted]
(pires 08/09/2035
sued 03/28/2005



ass D Operator

ıdorsements NONE

ıstrictions NONE

Arizona Dept. of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Fee:	
Job #:	330935
Date Accepted:	03-07-2025
CSR:	SG

Personal Information Questionnaire

805-6052

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.

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

Agent: a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

Controlling Person: person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

Manager: An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and A.R.S. §4-202(C)

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Casanova, Rocio Amelia
   (Last / First / Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 12 / 20 / 2013
6. Email address: rociocasanova4@gmail.com
7. Home Address [redacted]
8. Daytime phone #: (520) 333-5862 Alternative phone #: (520) 333-5862

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): Mike Jacob Sports Park
3. Business Address: 6901 N. Casa Grande Hwy, Tucson, AZ 85743

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐Agent ☐Controlling Person ☑Manager

Name of persons who will be handling the day to day operations: Rocio Amelia Casanova

SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. 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 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

I, (Print Full Name) Rocio Casanova **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: Rocio A Casanova **Date:** 02/24/2025

Certificate # UV1vniVKxg

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

Rocio Casanova
Full Name (please print)

Rocio Casanova
Signature

February 24, 2025
Training Completion Date

February 24, 2028
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

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

24 / 02 / 2025
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 # E4OnhYc9rq

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

Rocio Casanova
Full Name (please print)

Rocio Casanova
Signature

February 26, 2025
Training Completion Date

February 26, 2028
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

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

26 / 02 / 2025
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

'25 MAR 4 AM 8:56 AZDLLC

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 #:	330935
Date Accepted:	03-07-2025
CSR:	SC

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: 02/14/2025	**Name of Applicant:** Rocio Amelia Casanova
Name of Fingerprint Technician: Christopher Armijo	
Fingerprint technician's Signature: Ch.topher Ar	
Fingerprint technician's Agency/company Name: Arizona Livescan	**Phone Number:** 5203382800

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 / 12 / 25 Date of Posting Removal: 4 / 1 / 25

Applicant's Name: Padilla (Last) Robert (First) Arnold (Middle)

Business Address: 6901 N Casa Grande Hwy (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

Elbert C Burns Jr.	3/12/25
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 #: 330935 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-02

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 15 (Day) of April (Month), 2025 (Year) considered the application of Robert Arnold Padilla (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 Robert Arnold Padilla (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)

License Application Kits

In-State Producer Application Kit - Series 1

This non-transferrable liquor license allows an in-state producer to produce or manufacture beer, wine and distilled spirits (all spirituous liquor) and sell/deliver the product to a licensed wholesaler. A person who holds an In-State Producer license may also sell to on-site patrons liquor produced or manufactured on the licensed premises. A.R.S. §4-243. Also see Internet Sales & Residential Shipping.

Out-Of-State Producer Application Kit - Series 2

This non-transferable liquor license allows an out-of-state producer, exporter, importer or rectifier to ship beer, wine and distilled spirits to Arizona liquor-licensed wholesalers. An out-of-state producer or supplier may not sell its products to an Arizona wholesaler at a cost higher than the lowest price at which the item was sold by the producer or supplier to any other wholesaler. An out-of-state producer, exporter, importer or rectifier must comply with the provisions of Title 4 as if an in-state producer.

Except for as permitted in A.R.S. §4-205.04(C)(9) through (G), Internet Sales & Residential Shipping are limited in this state.

Out-of-state Craft Distiller Application Kit - Series 2D

An Out-of-state Craft Distillery is located outside of Arizona and produces not more than 20,000 gallons of distilled spirits annually.

An Out-of-state Craft Distillery that produces not more than 3,566 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state.

Limited Out-of-state Winery Application Kit - Series 2L

This non-transferrable liquor license allows an out-of-state winery to sell/deliver not more than 240 gallons of wine produced on the premises to Arizona liquor-licensed wholesalers. The licensee must report annual gallonage delivered to a licensed wholesaler in the state. This license has no direct to consumer privileges. A.R.S. §4-205.04 and A.R.S. §4-209(B)(15)

Out-of-state Farm Winery Application Kit (Series 2W)

The Out-of-State Farm Winery license has specific privileges based on these production limits:

- Must produce at least 200 and not more than 40,000 gallons of wine per calendar year, or
- If producing not more than 20,000 gallons of wine per calendar year, may operate in all three tiers.

Except for as permitted in A.R.S. §4-205.04(C)(9) through (G), Internet Sales & Residential Shipping are limited in this state. The licensee must report annual production gallonage to the Arizona Department of Liquor annually.

Out-of-state Microbrewery Application Kit (Series 2M)

This non-transferable liquor license allows an out-of-state microbrewery which produces more than 5,000 gallons and less than 6,240,000, of beer during a calendar year (A.R.S. §205.08(B) to sell and ship the beer into the state to Arizona-licensed wholesalers. An out-of-state Microbrewery must comply with the provisions of Title 4 as does an in-state licensee.

Internet Sales & Residential Shipping.

The licensee must sumbit an annual production report to the Arizona Department of Liquor.

In-state Microbrewery Application Kit - Series 3

This non-transferable liquor license allows for on & off-sale retail privileges for a licensed in-state microbrewery which produces more than 5,000 gallons, and less than 6,240,000, of beer during the 12-month reporting period (A.R.S. §205.08(B). Sales or beer produced by other microbreweries may not exceed 20% of the licensee's annual sales by volume on the licensed premieses.

With this license, when production is no more than 1,240,000 gallons per calendar year, the in-state microbrewery may make sales and deliveries of beer to any retail license licensed to sell beer except for its retail licenses on or adjacent to the microbrewery.

Internet Sales & Residential Shipping.

The licensee must sumbit an annual production report to the Arizona Department of Liquor.

Wholesaler Application Kit - Series 4

This non-transferable liquor license allows a wholesaler to warehouse, sell and distribute all types of spirituous liquor (beer, wine, distilled spirits) to Arizona-licensed retailers.

Government Application Kit - Series 5

This non-transferable, on-sale retail privileges license allows the holder of a government license to sell and serve all types of spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town, state university or the Arizona Coliseum and exposition centerboard whose governing body has authorized its use. A separate license is required for each premise upon which spirituous liquor is served. The application must designate, for each location, a manager or other individual responsible for administering the license.

Bar Application Kit - Series 6 (Transfer)

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 06 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. Internet Sales & Residential Shipping.

Beer and Wine Bar Application Kit - Series 7 (Transfer)

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. Internet Sales & Residential Shipping.

Conveyance Application Kit - Series 8

This non-transferable,on-sale retail privileges liquor license allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption only on the plane, train or boat.

Boats:
1. Applicant must designate a dock as the homeport for the boat.
2. Notice of the application must be prominently placed on the dock that is the homeport.
3. The boat must have a displacement of not less than fifty (50) tons and a passenger capacity of eighty (80) persons or more.
4. The boat must have a current Coast Guard certification.
5. No spirituous liquor sales may be made on a boat in dock earlier than fifteen (15) minutes prior to departure and shall not be served after a boat returns to the dock.

Liquor Store Application Kit - Series 9 (Transfer)

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. Internet Sales & Residential Shipping.

Beer and Wine Store Application Kit - Series 10

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. Internet Sales & Residential Shipping.

Hotel/Motel Application Kit - Series 11

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.

Restaurant Application Kit - Series 12

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.

In-state Farm Winery Application Kit - Series 13

An In-state Farm Winery is a winery located in Arizona that produces at least 200 gallons but not more than 40,000 gallons of wine annually.

This non-transferable, In-state Farm Winery liquor license has on- and off-sale retail privileges and allows the holder to sell and deliver wine produced on the premises to businesses licensed to sell wine in and out-of-state, and to serve wine produced on the premises for on and off-sale consumption and for the purpose of sampling. A in-state farm winery that produces not more than 20,000 gallons of wine in a calendar year may make sales of wine produced on premises to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.04(C)(9)(a)-(g). The licensee may apply for two (2) remote tasting rooms (series 19) which are located in the state of Arizona. A.R.S. §4-205.04(D)

Private Club Application Kit - Series 14

This non-transferable, on-sale retail privileges liquor license allows the holder of a club license to sell and serve all types of spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their bona fide guests. A "club" is defined in the statutes as including veterans and fraternal organizations and their building associations, golf, social and airline clubs.

Special Event Permit Application Kit - Series 15

Special Event applications must be received by the Department of Liquor 10 days prior to the event.

This temporary, non-transferable, liquor license with retail privileges that allows a political party or campaign ballot measure, government entity, or non-profit entity to sell and serve spirituous liquor for consumption on the premises where the spirituous liquor is sold, and only for the period authorized on the license. Off-sale privileges apply only to special events holding auctions/wine or distilled spirit pull.

The applicant for a special event license must fill out a special event application and file the application with the local governing body where the special event is to take place, for approval or disapproval. If held at a licensed premises, no local governing body approval is required.

If the application is approved by the local governing body, and the event meets the requirements for granting the license, the director may issue a special event license to the qualifying organization. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Festival/Fair Application Kit - Series 16

Fair/Festival applications must be received by the Department of Liquor 10 days prior to the event.

A Fair/Festival license allows a series of licenses to serve their products at a festival, sanctioned county or state fair, or within the premises of a licensed special event. These licenses are series 3 Microbrewery, series 13 Farm Winery, or a series 18 Craft Distillery. Liquor produced under the provisions of these licenses may be used for consumption on the fair/festival premises or sold "to-go" in the original, sealed container. This application requires state approval, and may require the approval of the local government where the fair/festival will take place. A.R.S. §4-203.03, §4-203.02, §4-205.11, and §4-205.14.

Direct-to-Consumer Wine Shipment Application Kit - Series 17W

The Arizona Direct-to-Consumer Wine Shipment License allows United States-licensed wineries to ship limited amounts of wine produced at their winery to Arizona residents. The application will serve both in- and out-of-state applicants. An Arizona Transaction Privilage Tax (TPT) license is required.

To report your annual shipment into the state of Arizona, please use the template below. You will be required to submit this report online using the Direct Shipment Portal.
Shipment Report Template

Privileges for this license can be found using this link to the 2023 Arizona Liquor Lawbook. The Direct-to-Consumer Wine Shipment law is A.R.S. §4-203.04 found on page 20.

In-state Craft Distiller Application Kit - Series 18

An In-state Craft Distillery is located in Arizona and produces not more than 20,000 gallons of distilled spirits annually.

This license has on- and off-sale retail privileges. The licensee may serve spirits produced on the premises for consumption on the premises, sampling, and in the original, sealed container for sales "to-go". The licensee may sell and deliver to consumers who order by telephone, mail, fax, catalogue or internet per A.R.S. §4-205.10(7). Internet Sales & Residential Shipping are limited in this state.

An In-state Craft Distillery that produces not more than 1,189 gallons of distilled spirits in a calendar year may self-distribute which means they may sell and deliver spirits produced on the premises to businesses licensed to sell distilled spirits in and out-of-state. Sales of distilled spirits produced by other craft distillers may not exceed 20 percent of sales by volume.

This license is non-transferable (person-to-person or location-to-location).

The licensee may apply for two (2) Remote Tasting Room (series 19) which is to be located in the State of Arizona.

The licensee must report annual production gallonage to the Arizona Department of Liquor annually. A.R.S. §4-205.10

Remote Tasting Room Application Kit - Series 19

Remote Tasting Rooms are located in Arizona and are owned and operated by a licensee that concurrently owns one of these four Arizona liquor licenses:

1. Out-of-state Farm Winery - Series 2W
2. Out-of-state Craft Distillery - Series 2D
3. In-state Farm Winery Application Kit - Series 13
4. In-state Craft Distiller Application Kit - Series 18

When tied to a Remote Tasting Room license the above license becomes the Master License and must be in "active" and good standing for the Remote Tasting Room to operate. The Remote Tasting Room is a retail location.

The Remote Tasting Room (series 19) license application is first submitted to the city, town, or municipality where the tasting room will be located. Upon approval from the city, town, or municipality, the application will then go to the state. This is the only Arizona liquor application which first is approved by the local government.

Remote tasting room for farm wineries: A.R.S. §4-205.04(F). Remote tasting room for craft distilleries: A.R.S. §4-205.10(D).

Alternating Proprietorship - Series 20

This license allows for two (2) or more Farm Winery licenses to operate in one licensed premises. Each Farm Winery will need approval to operate as Alternating Proprietorships from the United States Tax and Trade Bureau (TTB). This allows Farm Wineries to utilize the same space for production of wine. Each Farm Winery must have a separate storage space within the licensed premises. Each Farm Winery is responsible for filing individual annual production reports. A.R.S. §4-205.04(D). On application by one or more persons, the director may approve applications for grouping two or more producer licenses at one location under a plan of alternating proprietorships if a licensed producer has received approval of the alternating proprietorship by the United States alcohol and tobacco tax and trade bureau and the participating producers operate under the regulations and guidelines that are issued by the United States alcohol and tobacco tax and trade bureau. Each participating producer is responsible for filing all reports that relate to its production or manufacturing with the United States alcohol and tobacco tax and trade bureau and the department.

Custom Crush - Series 21

The Custom Crush license is an agreement between a "host" Farm Winery and a "tenant" Farm Winery to produce wine on behalf of the tenant.

A person otherwise qualified to receive a farm winery license may enter into a custom crush arrangement where a licensed winery produces or manufactures wine from grapes or other fruit supplied by the person. The winery receiving the fruit shall be licensed by the United States alcohol and tobacco tax and trade bureau and the department and is responsible for filing all reports that relate to its wine production or manufacturing with the United States alcohol and tobacco tax and trade bureau and the department. Each person supplying the grapes or other fruit shall first apply for and receive a farm winery license and shall report to the department all volumes of wine from its custom crush arrangements, which shall not be allocated to the gallonage of the receiving farm winery if the supplying farm winery has an active basic permit issued by the United States alcohol and tobacco tax and trade bureau.

Registered Delivery Contractor

Is a person who delivers spirituous liquor to a consumer on behalf of a bar, beer and wine bar, liquor store, beer and wine store or restaurant.

Basic Title 4 Training is required

Probate/Will

Council-Regular Meeting **A1**

Meeting Date: 04/15/2025

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING for the proposed Linda Vista 52 Annexation, located north of Linda Vista Boulevard and southeast of Twin Peaks Road within Section 14, Township 12 South, Range 12 East (Brian D. Varney)

Discussion:

The Town has received an application from The Planning Center representing property owners WGML Investments Ltd. and Post Daniel & Adele Living Trust in a request for an annexation of approximately 52 acres of land, and approximately 1.87 acres of right-of-way and roadway, into the Town of Marana. The annexation area includes three parcels and approximately 1.87 acres of adjacent existing right-of-way and improvements for Linda Vista Blvd. The proposed annexation area is located north of Linda Vista Boulevard and southeast of Twin Peaks Road within Section 14, Township 12 South, Range 12. A location map and annexation area map with legal description have been attached to this report.

The existing zoning of the property is Pima County Suburban Ranch (SR). The existing land uses include a single-family residence on the easternmost parcel, the other two parcels being vacant land. If the parcels are annexed into the Town, the zoning of all three parcels will be translated to the Town of Marana's R-144 (Residential). The Planning Division has received applications on behalf of both owners to ulitmately rezone the properties for single-family and multi-family residential development.

The proposed annexation meets the contiguity requirements of A.R.S. section 9-471. The appraisal and assessment data have been received from the Pima County Assessor's Office and the Arizona Department of Revenue. A blank annexation petition

and associated documents were recorded with the Pima County Recorder's Office on March 21, 2025, and copies of all documents have been forwarded to the Pima County Clerk of the Board and the Pima County Assessor's Office. The date selected for this public hearing adheres to the statutory requirement occurring not less than 20 days after, and not more than 30 days after, the date of the recording of the blank petition. In accordance with statute, this hearing was noticed by publication in The Daily Territorial for four consecutive days - March 31, 2025 through April 3, 2025. Copies of the notice were mailed to the Chair of the Pima County Board of Supervisors, as well as all owners of real and personal property within the annexation area. The property was posted in three conspicuous locations in accordance with A.R.S. section 9-471(A)(3).

The impact of this annexation into the Town includes the assumption of the maintenance obligations of the adjacent existing right-of-way and roadway improvements for Linda Vista Boulevard. Upon annexation, the properties within the annexation area will be included within the Marana Water Intended service area and will be eligible for water service by the Town at the time the properties are developed. The annexation area is located within the sewer service area of Pima County Regional Wastewater. The annexation area will be incorporated into the South Streets Facilities Benefit Area, Park Impact Fee Benefit Area, and the Twin Peaks Water Benefit Area and will be subject to development impact fees. The annexation area and all future development will be served by the Marana Police Department.

The Council is not required to take any action during this public hearing. The public is welcome to address the Council and comment on the proposed annexation.

Staff will prepare an infrastructure and service plan for the annexation area, record the signed annexation petitions, and present a draft annexation ordinance and other relevant documents to the Council at a future public meeting.

Staff Recommendation:

None.

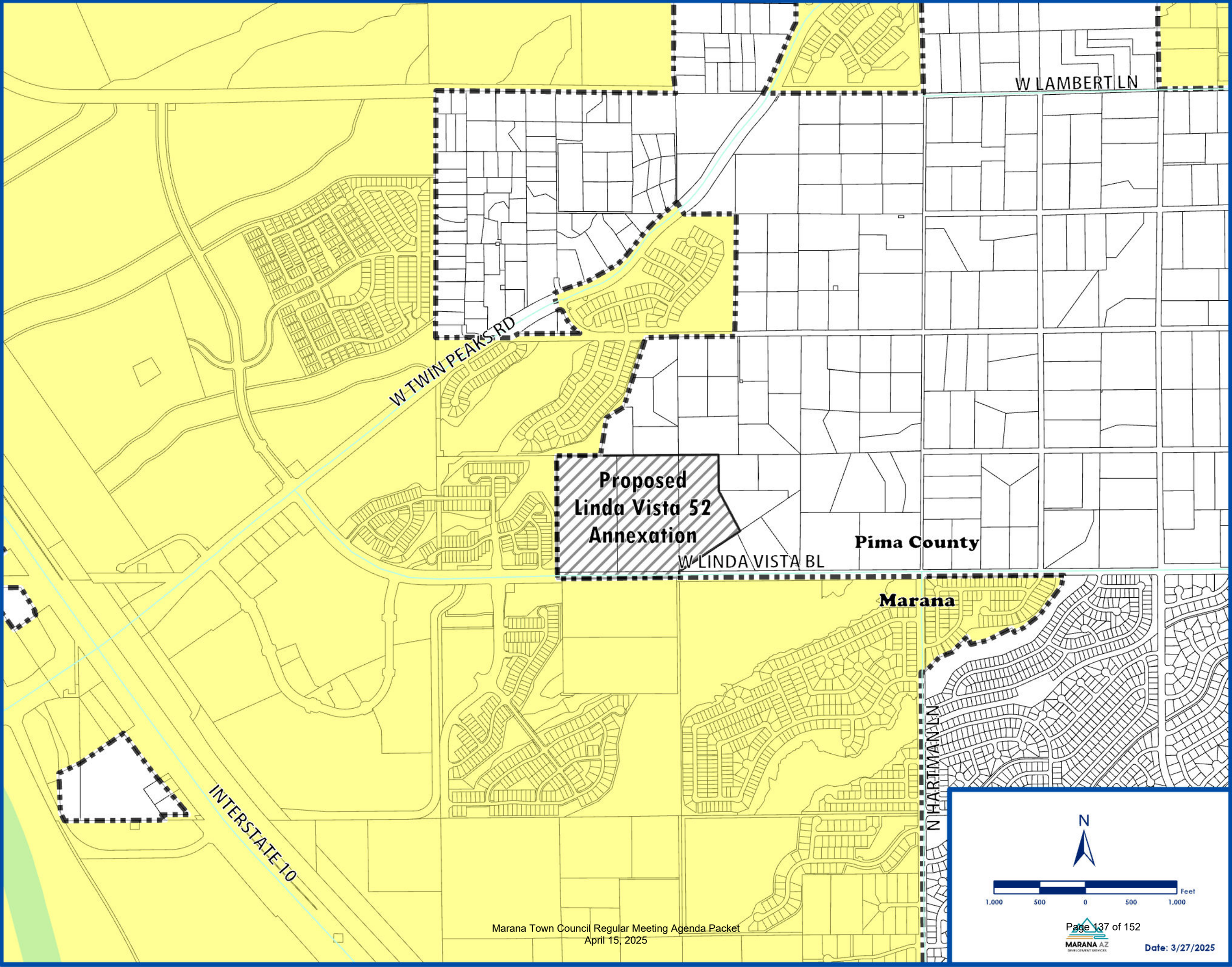
Suggested Motion:

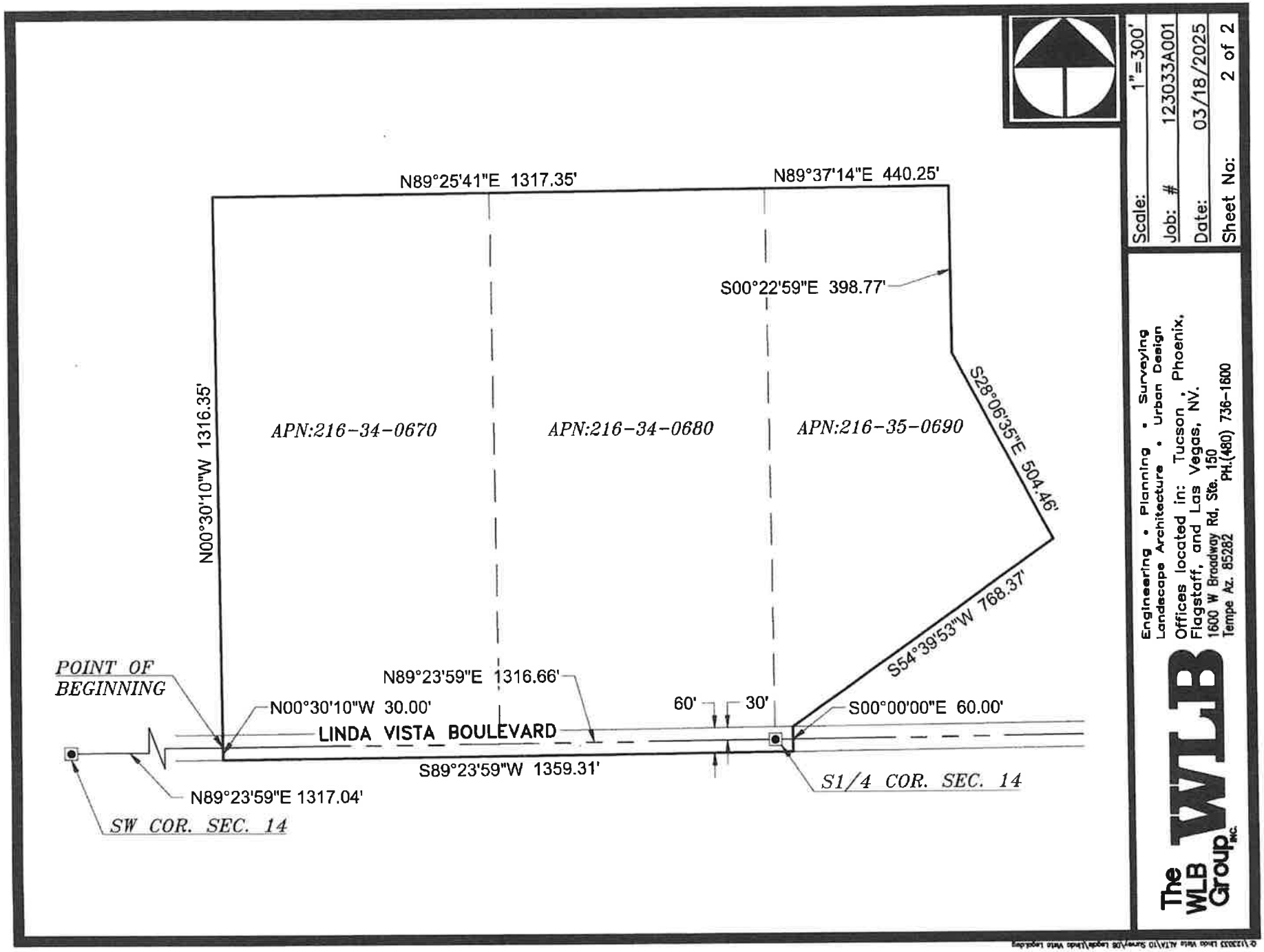
None.

Attachments

ANX2411-001 Location Map

ANX2411-001 Annexation map and legal


W LAMBERT LN
W TWIN PEAKS RD
Proposed
Linda Vista 52
Annexation
W LINDA VISTA BL
Pima County
Marana
N HARTMAN LN
INTERSTATE 10
N
Feet
1,000
500
0
500
1,000
MARANA AZ
DEVELOPMENT SERVICES
Date: 3/27/2025


N89°25'41"E 1317.35'
N89°37'14"E 440.25'
S00°22'59"E 398.77'
S28°06'35"E 504.46'
S54°39'53"W 768.37'
N00°30'10"W 1316.35'
APN:216-34-0670
APN:216-34-0680
APN:216-35-0690
POINT OF BEGINNING
N89°23'59"E 1316.66'
N00°30'10"W 30.00'
60'
30'
S00°00'00"E 60.00'
LINDA VISTA BOULEVARD
S89°23'59"W 1359.31'
N89°23'59"E 1317.04'
SW COR. SEC. 14
S1/4 COR. SEC. 14
Scale: 1"=300'
Job: # 123033A001
Date: 03/18/2025
Sheet No: 2 of 2
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson, Phoenix, Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600
The WLB Group INC.

LEGAL DESCRIPTION

THAT PARCEL OF LAND LOCATED IN SECTION 14, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL 1 (APN: 216-34-0670, 216-34-0680, 216-35-0690)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 14, FROM WHICH THE SOUTH QUARTER CORNER BEARS NORTH 89° 23' 59" EAST, A DISTANCE OF 2,633.70 FEET;

THENCE, UPON THE SOUTH LINE OF SAID SECTION 14, NORTH 89° 23' 59" EAST, A DISTANCE OF1,317.04 FEET, TO THE **POINT OF BEGINNING**;

THENCE, NORTH 00° 30' 10" WEST, A DISTANCE OF 1316.35 FEET;

THENCE, NORTH 89° 25' 41" EAST, A DISTANCE OF 1,317.35 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14;

THENCE, NORTH 89° 37'14" EAST, A DISTANCE OF 440.25 FEET;

THENCE, SOUTH 00° 22' 59" EAST, A DISTANCE OF 398.77 FEET;

THENCE, SOUTH 28° 06' 35" EAST, A DISTANCE OF 504.46 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO PALO SECO CORPORATION, AN ARIZONA CORPORATION, RECORDED IN DOCKET 4792 AT PAGE 92;

THENCE, SOUTH 54° 39' 53" WEST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 768.37 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE, SOUTH 00° 00' 00" EAST, A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE, ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD, SOUTH 89° 23' 59" WEST, A DISTANCE OF 1,359.31 FEET;

THENCE, NORTH 00° 30' 10" WEST, A DISTANCE OF 30.00 FEET, TO THE **POINT OF BEGINNING.**

CONSISTING OF 2,357,045.39 SQ. FEET (54.11 ACRES±).

THE TOWN OF MARANA WILL BE RESPONSIBLE FOR MAINTAINING THE RIGHT-OF-WAY FOR LINDA VISTA BOULEVARD.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26923
ROBERT L.
LARSON
Date Signed 3-18-25
ARIZONA U.S.A.

PREPARED BY:

THE WLB GROUP, INC.

ROBERT L LARSON, AZ RLS 26923

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

Scale:	
Job: #	123033A001
Date:	03/18/2025
Sheet No:	1 of 2

© 123033 Linda Vista AUTA\10 Survey\08 Legals\Linda Vista Legal.dwg

Council-Regular Meeting **A2**

Meeting Date: 04/15/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-036: Relating to Municipal Court; appointing Elizabeth "Libby" Shelton as Marana Town Magistrate for a three-year term beginning May 3, 2025; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Elizabeth "Libby" Shelton (Jane Fairall)

Discussion:

The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402, and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403. Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed for a minimum period of two years. Laine McDonald has served as the Marana Town Magistrate since 2015. In March, it was announced that Arizona Governor Katie Hobbs had selected Judge McDonald to serve as a judge on the Pima County Superior Court bench. Judge McDonald's last day with the Town is today, April 15, 2025.

Libby Shelton is currently the Town's Deputy Town Attorney. She has been an attorney practicing in the Pima County region for over 20 years, since 2004. Ms. Shelton has served as Deputy Town Attorney since 2020, and served as the Town's Senior Assistant Town Attorney/Town Prosecutor from 2015-2020. Prior to coming to the Town in 2015, Ms. Shelton spent time working as a prosecutor at both the City of Tucson Prosecutor's Office and the Pima County Attorney's Office. She also worked for two years in private practice, doing primarily domestic relations work.

At its April 1, 2025 meeting, Council authorized and directed staff to negotiate and bring back to Council an employment agreement between the Town and Libby Shelton to fill the impending vacancy in the Marana Town Magistrate position. Staff has completed the work as directed. This agenda item seeks formal Council appointment of Libby Shelton as the Town Magistrate, along with approval of the employment agreement between the Town and Ms. Shelton. The employment agreement for Town Magistrate provides for salary and benefit considerations and covers the period of May 3, 2025 to May 2, 2028.

An executive session is also scheduled on tonight's agenda to discuss Ms. Shelton's appointment and contract, if needed.

Financial Impact:

The compensation and other costs related to the Town Magistrate contract are properly budgeted for fiscal year 2025-2026.

Staff Recommendation:

Staff recommends appointment of Libby Shelton as Town Magistrate and approval of the employment agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-036, appointing Libby Shelton as Marana Town Magistrate for a three-year term beginning May 3, 2025; approving and authorizing the Mayor to execute an employment agreement between the Town of Marana and Libby Shelton

---

Attachments

Resolution No. 2025-036

Exhibit A - Town Magistrate Agreement

MARANA RESOLUTION NO. 2025-036

RELATING TO MUNICIPAL COURT; APPOINTING ELIZABETH "LIBBY" SHELTON AS MARANA TOWN MAGISTRATE FOR A THREE-YEAR TERM BEGINNING MAY 3, 2025; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND ELIZABETH "LIBBY" SHELTON

WHEREAS the Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402 and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403; and

WHEREAS Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed for a minimum period of two years; and

WHEREAS the position of Marana Town Magistrate will be vacant as of April 16, 2025; and

WHEREAS Elizabeth "Libby" Shelton is a member in good standing of the State Bar of Arizona with extensive courtroom experience; and

WHEREAS the Town Council finds that the appointment of Elizabeth "Libby" Shelton as Marana Town Magistrate is in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Elizabeth "Libby" Shelton is hereby appointed as Marana Town Magistrate for a three-year term beginning on May 3, 2025, and that the Town Magistrate Employment Agreement attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 15th day of April, 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

TOWN MAGISTRATE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and ELIZABETH "LIBBY" SHELTON (the "Judge") for magistrate services. The Town and the Judge are collectively referred to in this Agreement as the "Parties" and are sometimes individually referred to as the "Party."

RECITALS

A. The Town has established the Marana Municipal Court pursuant to A.R.S. § 22-402 and has established the position of Marana Town Magistrate pursuant to A.R.S. § 22-403.

B. Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed for a minimum period of two years.

C. The Judge is a member in good standing of the State Bar of Arizona with extensive Arizona courtroom experience.

D. The Judge has been selected by the Town Council to be the Marana Town Magistrate, and the Parties desire to enter into this Agreement to set forth the responsibilities and obligations of both Parties.

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

Article 1. Magistrate Appointment and Compensation

1.1. Appointment. The Town hereby appoints and employs the Judge as Marana Town Magistrate for a three-year term beginning May 3, 2025 and ending May 2, 2028.

1.2. Compensation. The Judge shall be paid a base salary of $165,000 per year for the term of this Agreement.

1.3. Continuing Legal Education. The Town shall pay registration fees, mileage expenses and standard reasonable lodging and meal reimbursements for the Judge to attend the annual Arizona Judicial Conference and other seminars within the State of Arizona that are required to satisfy the Judge's continuing legal education requirements.

1.4. Status. For purposes of determining employee benefits, the Judge shall be an employee of the Town, and not an independent contractor, and shall receive all of the normal employee benefits accruing to other Town employees with the following clarifications.

1.4.1. In addition to the managed time off (MTO) leave hours generally provided to most full-time Town employees on an annual basis, the Judge shall be granted an additional 40 hours of MTO leave annually.

1.4.2. The Judge shall accrue vacation leave at the rate set forth in the Town's personnel policies, depending upon the Judge's length of service as an employee with the Town.

1.5. Judicial Independence. Notwithstanding the Judge's status as a Town employee for purposes of determining benefits, the authority, if any, of the Town over the Judge shall be limited given the obligation to maintain the independence and integrity of the judiciary. Nevertheless, the Parties agree that the Judge shall comply with all applicable State and Federal laws, and that the Town's personnel policies and administrative directives shall apply to the Marana Municipal Court and its employees.

1.6. Administrative Modifications. The parties recognize that changes in Magistrate Court personnel and fluctuations in Magistrate Court usage may require modification of the administrative duties of the Marana Town Magistrate and other Magistrate Court employees. The parties agree to cooperate and coordinate in making adjustments to the duties of the Marana Magistrate and other Magistrate Court employees, as necessary, to adjust to these changes.

Article 2. Full Time Employment

The Parties acknowledge and agree that the position of Marana Town Magistrate is a full time, forty-hour a week job, considering the Marana Town Magistrate's duties at the Magistrate Court and responsibility to attend other meetings and functions of the Court and the Town. Consequently, the Judge shall typically work normal work hours (Monday through Friday, 8 A.M. to 5 P.M.), vacation, MTO, and sick days and holidays excepted.

Article 3. Community Service

The Judge shall be available for and participate in such community outreach and community service activities as the Judge determines are consistent with and do not create a conflict of interest or any appearance of impropriety with her position as Town Magistrate. Any hours spent participating in community service activities shall be included for purposes of work load tracking under Article 2.

Article 4. Termination

4.1. By the Judge. The Judge may terminate this Agreement at any time.

4.2. By the Town. The Town may terminate this Agreement in any manner consistent with the laws of the State of Arizona, including without limitation termination for cause after a due process hearing or upon removal of the Judge from the office of Marana Town Magistrate by the Arizona Supreme Court pursuant to Article 6.1, Section 2 or Section 3 of the Arizona Constitution.

4.3. By Death. This Agreement automatically terminates upon the Judge's death.

4.4. By Term. This Agreement terminates on May 2, 2028, if not previously terminated pursuant to other provisions of this Article.

4.5. Effect of Termination. The Judge's status as a Town employee, and her rights to receive compensation and benefits, shall terminate upon the termination of this Agreement. The amount of the Judge's compensation shall be pro-rated based on the termination date.

Article 5. General Terms and Conditions.

5.1. Effective Date. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

5.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

5.3. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Judge, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

[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":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

"THE JUDGE":

ELIZABETH "LIBBY" SHELTON

_____
Elizabeth "Libby" Shelton

Date: _____

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **D1**

Meeting Date: 04/15/2025

To: Mayor and Council

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

Date: April 15, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2025.008: Relating to Utilities; amending Marana Town Code Title 14 (Utilities), Chapter 14-5 (Provision of Utility Service); Revising Section 14-5-1 (Customer Responsibility) to clarify requirements related to the use and transportation of water by customers; and designating an effective date (David L. Udall)

Discussion:

Title 14 of the Marana Town Code (MTC) addresses numerous issues relating to the provision of utility services in the Town, including customers' responsibilities. As relevant here, MTC Section 14-5-1(B) provides special provisions relating to water service, including a requirement that customers only use water on the customer's premises and not resell water to any other person.

The Marana Water Department currently provides the following water services:

1. Water services to residential and commercial water customers within the boundaries of the Marana Water Service Area.
2. Temporary hydrant meter services for construction projects occurring within the Town limits or within the Marana Water Service Area boundaries.
3. Standpipe services to customers located outside the Town limits and the Marana Water Service Area boundaries.

In an effort to further water conservation in the Town, preserve the Town's water resources, and maintain accurate projections for the Town's Designation of Assured Water Supply (DAWS), Town staff has prepared revisions to MTC Section 14-5-1(B) for the Council's review and input. The proposed ordinance accompanying these agenda

materials sets forth the following revisions:

- Added language prohibiting water furnished by the Town from being transported outside of the Marana Water Service Area boundaries or the Town limits except in the following circumstances:
    - Construction water customers would be permitted to fill water storage equipment from an authorized Marana Water service connection and transport the water for construction use at a construction site, so long as the construction site is within either the Marana Water Service Area boundaries or within the Town limits.
    - Standpipe water customers would be allowed to transport water outside of the Marana Water Service Area boundaries and outside the Town limits for personal residential use, so long as the water is being transported for such use on a customer's premises that is within two miles of the Town limits.
        - Notwithstanding this, current standpipe water customers, regardless of their location, would be grandfathered in until their existing accounts are closed.
        - Moreover, the Water Director would be able to authorize the use of a standpipe for the transportation of water in the event of an "emergency," which is defined in the proposed ordinance as a disruption or threat to the normal supply or safety of water anywhere within the Tucson Active Management Area.
- Added language expressly requiring that all transportation of water comply with Arizona's Groundwater Code (Title 45, Chapter 2, Article 8).
- Added definitions for "construction use," "construction water customer," "standpipe," and "emergency" for purposes of MTC Section 14-5-1(B).
- Moving the provision prohibiting water from being resold to its own subsection.
- General cleanup.

All other provisions in MTC Section 14-5-1 would remain the same.

Staff Recommendation:

Town staff is requesting feedback and direction on the proposed ordinance. If the Council approves of the ordinance as is, staff recommends its adoption.

Suggested Motion:

I move to adopt Ordinance No. 2025.008, amending Marana Town Code Title 14 (Utilities), Chapter 14-5 (Provision of Utility Service); Revising Section 14-5-1 (Customer Responsibility) to clarify requirements related to the use and transportation of water by customers; and designating an effective date.

Attachments

Ordinance No. 2025.008

MARANA ORDINANCE NO. 2025.008

RELATING TO UTILITIES; AMENDING MARANA TOWN CODE TITLE 14 (UTILITIES), CHAPTER 14-5 (PROVISION OF UTILITY SERVICE); REVISING SECTION 14-5-1 (CUSTOMER RESPONSIBILITY) TO CLARIFY REQUIREMENTS RELATED TO THE USE AND TRANSPORTATION OF WATER BY CUSTOMERS; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS the Marana Water Department provides: (1) water services to residential and commercial water customers within the boundaries of the Marana Water Service Area, (2) temporary hydrant meter services for construction projects occurring within the Town limits or within the Marana Water Service Area boundaries, and (3) standpipe services to customers located outside the Town limits and the Marana Water Service Area boundaries; and

WHEREAS in order to (1) further water conservation in the Town, (2) preserve the Town's water resources, and (3) maintain accurate projections for the Town's Designation of Assured Water Supply (DAWS), the Mayor and Council find that measures to prevent the unauthorized transport of water from a temporary hydrant meter or standpipe for use outside of the Town limits or the Marana Water Service Area boundaries are necessary; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Section 14-5-1 of the Marana Town Code 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 14 (Utilities), Chapter 14-5 (Provision of Utility Service), Section 14-5-1 (Customer responsibility) is hereby amended as follows (with additions shown with <u>double underlining</u> and deletions shown with ~~strikethroughs~~):

14-5-1 Customer responsibility

[No revisions to paragraph A]

B. Special provisions relating to water service.

1. Water furnished by the town shall be used only on the customer's premises ~~and shall not be resold to any other person~~ and shall not be transported outside of the Marana water service area boundaries or the town limits except in accordance with the following:~~.~~

a. A construction water customer may fill water storage equipment from an authorized Marana water service connection and transport the water for construction use at a premises different from the service connection premises, provided that the construction premises is within the Marana water service area boundaries or is within the town limits.

b. A standpipe water customer may transport water outside of the Marana water service area boundaries and outside of the town limits, so long as such transport is no greater than two miles beyond the town limits and is for personal residential use on the customer's premises, with the following exceptions:

i. Standpipe water customers already using the standpipe pursuant to an application for standpipe water service dated before May 2, 2025 may continue to use the standpipe in accordance with the customer's preexisting, lawful use until the customer's existing standpipe water account is closed.

ii. The water director may authorize the use of a standpipe for the transportation of water within or beyond the two-mile limit during an emergency for uses reasonably related to the emergency and only for the duration of the emergency.

c. All transportation of water shall comply with title 45, chapter 2, article 8 of the Arizona revised statutes relating to the transportation of groundwater.

2. Water furnished by the town shall not be resold.

3~~2~~. During critical water conditions, as determined by the council, the customer shall use water only for those purposes specified by the council.

4~~3~~. Disregard for ~~this~~these provisions shall be sufficient cause for refusal or discontinuance of water utility service by the town.

5. For purposes of this paragraph B, the following definitions shall apply:

a. "Construction use" means the use of water for construction purposes, including, but not limited to, dust control, compaction and preparation of building materials on construction sites.

b. "Construction water customer" means a customer receiving water from the town for the purpose of construction use.

c. "Standpipe" means a bulk potable water filling station designed to dispense potable water to customers.

d. "Standpipe water customer" means a customer receiving water from the town by means of a standpipe.

e. "Emergency" means a disruption or threat to the normal supply or safety of water anywhere within the Tucson active management area.

[No revisions to paragraphs C and D]

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

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

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

SECTION 5. This ordinance is effective on May 16, 2025.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 15th day of April 2025.

_____
Mayor Jon Post

ATTEST:

_____
David L. Udall, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney