



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA

11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 3, 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 June 3, 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 Ironwood Forest National Monument 25th Anniversary (Jill McCleary)

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. 2025.011: Relating to Offenses; revising Marana Town Code Title 11 (Offenses), chapter 11-5 (Noise), section 11-5-4 (Construction noise; extended work permits) to revise the permissible hours for construction activities in compliance with A.R.S. § 9-500.52; and declaring an emergency (Jane Fairall)
- C2 Resolution No. 2025-046: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System Pension Funding Policy for fiscal year 2025-2026 (Yiannis Kalaitzidis)
- C2 Resolution No. 2025-047: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2026 (Andrea De La Cruz)
- C3 Resolution No. 2025-048: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement Between the Town of Marana and Pima County for Provision of Video-Court Hearings of Municipal Prisoners for fiscal year 2025-2026 (Libby Shelton)

- C4 Resolution No. 2025-049: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2025, through June 30, 2026 (Jeffrey Pridgett)
- C5 Resolution No. 2025-050: Relating to Real Estate; authorizing the Mayor to sign the "Town of Marana Purchase of Bus Benches, Shelters, and Ad Boxes Agreement" with AdVision Street Media, LLC and approving the transfer of up to \$24,000.00 in budgeted expenditure authority from the General Fund Contingency line item to the Community and Neighborhood Services Department budget for fiscal year 2024-2025 for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC (Lisa Shafer)
- C6 Resolution No. 2025-051: Relating to Real Estate; approving and authorizing the Mayor to execute the Fourth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road (Terry Rozema)
- C7 Resolution No. 2025-052: Relating to Municipal Court; approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers and approving the appointment of Amanda Werner as a civil traffic violation hearing officer for the Marana Municipal Court (Libby Shelton)
- C8 Resolution No. 2025-053: Relating to Municipal Court; approving the reappointment of Frank Anjakos, David Deibel, and Maria Felix as magistrates pro tempore for the Marana Municipal Court and amending the termination date of magistrate pro tempore Alfred McDonald's Appointment (Libby Shelton)
- C9 Resolution No. 2025-054: Relating to Economic Development and Tourism; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2025-2026 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)
- C10 Approval of Regular Council Meeting Summary Minutes of May 20, 2025 (Jill McCleary)

LIQUOR LICENSES

- L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a location /owner transfer series #007 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Tucson Soccer Center, located at 7061 North Camino Martin Suite 120, Tucson, Arizona, 85741 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

ITEMS FOR DISCUSSION / POSSIBLE ACTION

- D1 Relating to Development and Public Works; update, discussion, and possible direction regarding public and private projects and development applications on the Town's [Marana Current and Proposed Projects](#) internet site (Jason Angell)
- 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)

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)(3), (4), and (7), for discussion or consultation for legal advice with the Town's attorneys and discussion or consultation with the Town Manager, Economic Development Director, and the Town's attorneys in order to consider the Town's position and instruct its representatives regarding negotiations related to the Agreement for Purchase and Sale of Real Property and Escrow Instructions entered into between the Town and Penvesco executed on May 6, 2021 and approved by Marana Resolution No. 2021-064.

- E3 Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town's attorneys regarding the Public Hearing before the Arizona Power Plant and Transmission Line Siting Committee (Docket No. L-00000C-25-0094-00246) scheduled to begin on Monday, June 16, 2025, regarding the Tucson Electric Power Company's Application for a Certificate of Environmental Compatibility for its Northwest Marana Reliability Project.

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: 06/03/2025

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: June 3, 2025

Subject: Proclamation Recognizing Ironwood Forest National Monument 25th Anniversary (Jill McCleary)

Attachments

Proclamation



PROCLAMATION
Recognizing Ironwood Forest National Monument 25th Anniversary

WHEREAS, the Ironwood Forest National Monument is a richly biodiverse and quintessential Sonoran Desert habitat only a short drive from downtown Marana that encompasses 189,713 acres and parts or all of seven mountain ranges, thus preserving a vast area in its natural wild state for the public interest; and

WHEREAS, the Ironwood Forest National Monument is a key part of the Town of Marana's ecotourism industry as the two main gateways to the monument from I-10 are through Marana; and

WHEREAS, this large area protects ancient legume and cactus forests, home to several threatened and endangered species and the last viable bighorn sheep herd indigenous to the Tucson basin; and

WHEREAS, the area has abundant rock art sites and archeologic remnants of both native American and pioneering American structures; and

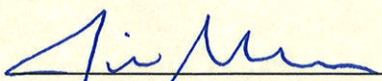
WHEREAS, the Silverbell Mountains support the highest density of ironwood trees in the Sonoran Desert and give the monument its name; and

WHEREAS, the Ironwood Forest National Monument was created by Presidential proclamation on June 9, 2000;

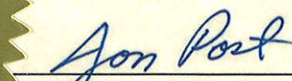
NOW, THEREFORE, I, Jon Post, Mayor of the Town of Marana, do hereby proclaim June 9, 2025 as Ironwood Forest Day and celebrate the 25th anniversary of this national treasure in our own neighborhood.

Dated this 3rd day of June, 2025.

ATTEST:


Jill McCleary, Town Clerk




Jon Post, Mayor



Council-Regular Meeting

C1

Meeting Date: 06/03/2025

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: June 3, 2025

Strategic Plan Focus Area:

Vibrant Community, Proactive Public Services

Subject: Ordinance No. 2025.011: Relating to Offenses; revising Marana Town Code Title 11 (Offenses), chapter 11-5 (Noise), section 11-5-4 (Construction noise; extended work permits) to revise the permissible hours for construction activities in compliance with A.R.S. § 9-500.52; and declaring an emergency (Jane Fairall)

Discussion:

The Arizona legislature recently passed Senate Bill (S.B.) 1182, which was approved by Governor Katie Hobbs on May 13, 2025, and is operative immediately. S.B. 1182 amends the Arizona Revised Statutes (A.R.S.) to add new § 9-500.52, prohibiting a municipality from enacting or enforcing any noise ordinance that prohibits general construction activities between May 1 and October 15 of each year between the hours of 5:00 A.M. and 7:00 P.M. each business day and between the hours of 7:00 A.M. and 7:00 P.M. on Saturday if the construction work is being performed pursuant to a validly issued building permit issued by the municipality. The bill further provides that a municipality shall allow concrete to be poured at least one hour before the time that general construction activities are regularly scheduled to begin. A copy of S.B. 1182 is attached for reference.

Marana Town Code (MTC) Section 11-5-4 addresses construction noise and currently prohibits construction from starting prior to 6:00 A.M. on weekdays on any construction site that is located within 500 feet of a residential zone district or for grading and roadway construction. The proposed ordinance will revise MTC Section 11-5-4 to add a new paragraph K that allows construction to start at 5:00 A.M. on weekdays from May 1 to October 15 each year in compliance with the new law. New

paragraph K also includes a provision allowing concrete to be poured one hour before the start of construction.

Staff Recommendation:

Staff recommends approval of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2025.011, revising Marana Town Code Title 11 (Offenses), chapter 11-5 (Noise), section 11-5-4 (Construction noise; extended work permits) to revise the permissible hours for construction activities in compliance with A.R.S. § 9-500.52; and declaring an emergency.

Attachments

Ordinance No. 2025.011
SB 1182

MARANA ORDINANCE NO. 2025.011

RELATING TO OFFENSES; REVISING MARANA TOWN CODE TITLE 11 (OFFENSES), CHAPTER 11-5 (NOISE), SECTION 11-5-4 (CONSTRUCTION NOISE; EXTENDED WORK PERMITS) TO REVISE THE PERMISSIBLE HOURS FOR CONSTRUCTION ACTIVITIES IN COMPLIANCE WITH A.R.S. § 9-500.52; AND DECLARING AN EMERGENCY

WHEREAS Arizona Senate Bill (S.B.) 1182, approved by Governor Katie Hobbs on May 13, 2025, and operative immediately, amends the Arizona Revised Statutes (A.R.S.) to add new § 9-500.52, prohibiting a municipality from enacting or enforcing any noise ordinance that prohibits general construction activities between May 1 and October 15 of each year between the hours of 5:00 A.M. and 7:00 P.M. each business day and between the hours of 7:00 A.M. and 7:00 P.M. on Saturday if the construction work is being performed pursuant to a validly issued building permit issued by the municipality; and

WHEREAS A.R.S. § 9-500.52 further provides that a municipality shall allow concrete to be poured at least one hour before the time that general construction activities are regularly scheduled to begin; and

WHEREAS the Mayor and Council find that revising the Marana Town Code to comply with A.R.S. § 9-500.52 is in the best interests of the Town.

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

SECTION 1. Marana Town Code Title 11 (Offenses), Chapter 11-5 (Noise), Section 11-5-4 (Construction noise; extended work permits) is hereby amended as follows (with additions shown with double underlining):

11-5-4 Construction noise; extended work permits

[No revisions to paragraphs A through J]

K. Notwithstanding the provisions of paragraphs A and E of this section, between May 1 and October 15 of each year, site construction activities that result in construction noise pursuant to paragraph A and grading and roadway construction pursuant to paragraph E may occur between the hours of 5:00 a.m. and 7:00 p.m. each weekday in any zoning district without an extended work permit, if the site construction is being performed pursuant to a validly issued permit. In addition, concrete may be poured at a construction site one hour before site construction is regularly scheduled to begin.

[No revisions to existing paragraph K which is hereby renumbered as paragraph L to conform with this section]

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. 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 3rd day of June 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

~~landlords; property manager; contact information.~~
(now: municipalities; counties; construction hours)

State of Arizona
Senate
Fifty-seventh Legislature
First Regular Session
2025

CHAPTER 181

SENATE BILL 1182

AN ACT

AMENDING TITLE 9, CHAPTER 4, ARTICLE 8, ARIZONA REVISED STATUTES, BY
ADDING SECTION 9-500.52; AMENDING TITLE 11, CHAPTER 2, ARTICLE 4, ARIZONA
REVISED STATUTES, BY ADDING SECTION 11-269.30; RELATING TO SUMMERTIME
CONSTRUCTION HOURS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 9, chapter 4, article 8, Arizona Revised Statutes,
3 is amended by adding section 9-500.52, to read:

4 9-500.52. Construction; summertime hours; prohibition on
5 restriction

6 A. A MUNICIPALITY MAY NOT ENACT OR ENFORCE ANY NOISE ORDINANCE,
7 RULE OR REGULATION THAT PROHIBITS ANY GENERAL CONSTRUCTION ACTIVITIES
8 BETWEEN MAY 1 AND OCTOBER 15 OF EACH YEAR BETWEEN THE HOURS OF 5:00 A.M.
9 AND 7:00 P.M. EACH BUSINESS DAY AND BETWEEN THE HOURS OF 7:00 A.M. AND
10 7:00 P.M. ON SATURDAY IF THE CONSTRUCTION WORK IS BEING PERFORMED PURSUANT
11 TO A VALIDLY ISSUED BUILDING PERMIT ISSUED BY THE MUNICIPALITY.

12 B. THE MUNICIPALITY SHALL ALLOW CONCRETE TO BE POURED AT LEAST ONE
13 HOUR BEFORE THE TIME THAT GENERAL CONSTRUCTION ACTIVITIES ARE REGULARLY
14 SCHEDULED TO BEGIN.

15 Sec. 2. Title 11, chapter 2, article 4, Arizona Revised Statutes,
16 is amended by adding section 11-269.30, to read:

17 11-269.30. Construction; summertime hours; prohibition on
18 restriction

19 A. A COUNTY MAY NOT ENACT OR ENFORCE ANY NOISE ORDINANCE, RULE OR
20 REGULATION THAT PROHIBITS ANY GENERAL CONSTRUCTION ACTIVITIES BETWEEN MAY
21 1 AND OCTOBER 15 OF EACH YEAR BETWEEN THE HOURS OF 5:00 A.M. AND 7:00 P.M.
22 EACH BUSINESS DAY AND BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M. ON
23 SATURDAY IF THE CONSTRUCTION WORK IS BEING PERFORMED PURSUANT TO A VALIDLY
24 ISSUED BUILDING PERMIT ISSUED BY THE COUNTY.

25 B. THE COUNTY SHALL ALLOW CONCRETE TO BE POURED AT LEAST ONE HOUR
26 BEFORE THE TIME THAT GENERAL CONSTRUCTION ACTIVITIES ARE REGULARLY
27 SCHEDULED TO BEGIN.

28 Sec. 3. Emergency

29 This act is an emergency measure that is necessary to preserve the
30 public peace, health or safety and is operative immediately as provided by
31 law.

APPROVED BY THE GOVERNOR MAY 13, 2025.

FILED IN THE OFFICE OF THE SECRETARY OF STATE MAY 13, 2025.



Council-Regular Meeting

C2

Meeting Date: 06/03/2025

To: Mayor and Council

From: Yiannis Kalaitzidis, Finance Director

Date: June 3, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-046: Relating to Administration; adopting the Town of Marana Public Safety Personnel Retirement System Pension Funding Policy for fiscal year 2025-2026 (Yiannis Kalaitzidis)

Discussion:

Arizona Revised Statutes (A.R.S.) §38-863.01 requires that all jurisdictions that participate in the Public Safety Personnel Retirement System (PSPRS) must annually adopt and post on the governing body's website a PSPRS pension funding policy for employees who were hired before July 1, 2017 (Tier 1 & 2). It excludes the health premium subsidy/benefit and employees hired on or after July 1, 2017 (Tier 3) funds.

The attached document is the annual update of the Town's PSPRS Funding Policy, compiled using the League of Arizona Cities and Towns model policy along with feedback received from Council during the first adoption of the policy on May 7, 2019. There are no significant changes from the prior year policy.

The League's draft policy allows each jurisdiction to develop different options on how to maintain an appropriate funding ratio for the pension plan or, at its simplest form, allows the Town to do nothing more than memorialize our current obligations and practices. Our obligations have always stemmed from the actuarial reports prepared annually for the pension plan.

The policy includes the following element as required by state statute:

- Formally accepts the employee's share of the assets and liabilities under the

system based on the system's actuarial valuation report

The policy also includes funding objectives that address:

- How to maintain stability of the Town's contributions to the pension plan
- How and when the Town's funding requirement will be met
- Defines the Town's funded ratio target under the system and the timeline for reaching the targeted funded ratio

All amounts, the ratio, and the funded ratio target and timeline for reaching the targeted funded ratio were obtained from the most recent actuarial report prepared for the pension plan as issued in December 2024.

The policy will be posted on the Town's website upon approval in a public meeting.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-046 adopting a pension funding policy for the PSPRS.

Suggested Motion:

I move to adopt Resolution No. 2025-046, adopting the Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2025-2026.

Attachments

Resolution No. 2025-046
Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-046

RELATING TO ADMINISTRATION; ADOPTING THE TOWN OF MARANA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM PENSION FUNDING POLICY FOR FISCAL YEAR 2025-2026

WHEREAS A.R.S. § 38-863.01 requires each governing body of an employer with employees in the Public Safety Personnel Retirement System (PSPRS) to annually adopt a pension funding policy for the system for employees who were hired before July 1, 2017; and

WHEREAS the Town has developed a pension funding policy with funding objectives as required by the statute; and

WHEREAS the Town Council finds that it is in the best interests of the community to adopt the PSPRS funding policy for fiscal year 2025-2026.

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

SECTION 1. The Town of Marana Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for FY 2025-2026, attached to and incorporated in this resolution as Exhibit A, is hereby adopted.

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 PSPRS funding policy.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

Town of Marana Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with new statutory requirements of Laws 2018, Chapter 112.

The Town's police employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to comingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Marana has one trust fund for police employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2024 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Marana Police – Tier 1 & Tier 2 Pension	\$ 47,290,372	\$ 59,681,188	\$ 12,390,816	79.2%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Many funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Marana's liability.
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY2024 is \$1,992,180 and will be able to be paid from operating funds without diminishing Town services.
- Authorize the Town Manager to propose additional measures as part of the annual budget process based on projected financial conditions and Town operational needs. Such measures may include the following:
 - Pre-payment of the estimated combined ARC amount at the beginning of each fiscal year, as permitted by the pension plan.
 - Additional payments above the ARC.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2024 Actuarial Valuation.

Definitions

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.



Council-Regular Meeting

C2

Meeting Date: 06/03/2025

To: Mayor and Council

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

From: Andrea De La Cruz, Assistant to the Town Manager

Date: June 3, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-047: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2026 (Andrea De La Cruz)

Discussion:

The Town of Marana has contracted with Triadvocates, LLC for lobbying services since 2010. In keeping with the Legislative Program adopted annually by the Town Council, Triadvocates pursues and defends Marana's legislative priorities at the Arizona State Legislature. This includes communicating directly with legislators and their staff, outside stakeholders, and other governmental bodies as needed to achieve desired legislative outcomes. Additionally, Triadvocates advises the Town on ongoing legislation and legislative issues, providing information and strategic guidance throughout the legislative session.

The proposed Lobbying Services Agreement is for a term of one year, from July 1, 2025 through June 30, 2026. The annual compensation has been adjusted upward from the 2024-2025 agreement.

Financial Impact:

Fiscal Year: 2025-2026

Budgeted Y

Y/N:

Amount: \$62,100

Staff Recommendation:

Staff recommends approval of the Triadvocates contract.

Suggested Motion:

I move to adopt Resolution No. 2025-047; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2026.

Attachments

Resolution No. 2025-047

Exhibit A - Lobbying Services Agreement

MARANA RESOLUTION NO. 2025-047

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC FOR FISCAL YEAR 2026

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; 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 lobbying services agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC for fiscal year 2026 attached to this resolution as Exhibit A is hereby approved, and the Town Manager is authorized to execute 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 lobbying services agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this “Agreement”) is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and TRIADVOCATES LLC, a Delaware limited liability company (“TRIADVOCATES”).

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

- A. ENGAGEMENT AND SCOPE OF SERVICES:** The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES’ duties shall include providing lobbying services for the Town before state government bodies and officials.
- B. REPRESENTATION OF OTHER CLIENTS:** Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.
- C. COMPENSATION:** For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of \$5,175.00 per month, with total compensation under this Agreement not to exceed \$62,100.
- D. CHARGES FOR COSTS AND EXPENSES:** With the Town Manager’s prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.
- E. BILLING:** TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2025, and shall continue in full force and effect until June 30, 2026 unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

- A. TERMINATION:** This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

- B. MODIFICATION:** This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

- A. ENTIRE AGREEMENT:** This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.
- B. NO ASSIGNMENT:** TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.
- C. INDEPENDENT CONTRACTOR STATUS:** TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.
- D. GOVERNING LAW:** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.
- E. ATTORNEYS' FEES:** If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.
- F. SEVERABILITY:** If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- G. CONFLICT OF INTEREST:** This Agreement is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.
- H. COMPLIANCE WITH IMMIGRATION LAWS:** TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that the Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

TRIADVOCATES LLC:

By:_____

Terry S. Rozema, Town Manager

By:_____

Julie Rees, Principal

EIN/SSN: 42-1528332

Dated:_____

Dated:_____

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney



Council-Regular Meeting

C3

Meeting Date: 06/03/2025

To: Mayor and Council

Submitted For: Libby Shelton, Town Magistrate

From: Libby Shelton, Town Magistrate

Date: June 3, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-048: Relating to Municipal Court; approving and authorizing the Mayor to execute an Intergovernmental Agreement Between the Town of Marana and Pima County for Provision of Video-Court Hearings of Municipal Prisoners for fiscal year 2025-2026 (Libby Shelton)

Discussion:

Marana Municipal Court uses technology and staff from the Pima County Adult Detention Center to conduct video hearings for prisoners who have been arrested, held, or sentenced for their Marana Municipal Court charges. This is the most efficient way to ensure these individuals are seen by a judge in Marana in a timely manner without having to bear the cost, risk, and complications associated with transporting these defendants to the court to be seen in person. The attached IGA is substantially the same as the IGA approved by the Council for fiscal year 2024-2025; there is a slight increase in the hourly rate pay for the Corrections Officers. This resolution approves the agreement and authorizes the Mayor to execute it on behalf of the Town. The agreement has a one-year term, from July 1, 2025 to June 30, 2026, and may be extended for an additional four years.

Financial Impact:

Fiscal Year: 2025 -
2026

Budgeted Y
Y/N:
Amount: \$15,000

Staff Recommendation:

Staff recommends approval of the IGA.

Suggested Motion:

I move to adopt Resolution No. 2025-048, approving and authorizing the Mayor to execute an Intergovernmental Agreement Between the Town of Marana and Pima County for Provision of Video-Court Hearings of Municipal Prisoners for fiscal year 2025-2026.

Attachments

Resolution No. 2025-048
Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-048

RELATING TO MUNICIPAL COURT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL PRISONERS FOR 2025-2026

WHEREAS individuals who are incarcerated pursuant to charges and orders under the jurisdiction of the Marana Municipal Court are held at the Pima County Adult Detention Center; and

WHEREAS the Pima County Adult Detention Center has the staff and technology necessary for these prisoners to appear in Marana Municipal Court via video-conferencing; and

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide video-court hearings for Marana Municipal Court prisoners; and

WHEREAS the parties 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 Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this intergovernmental agreement.

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

SECTION 1. The intergovernmental agreement between the Town of Marana and Pima County for provision of video-court hearings of municipal prisoners attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF MARANA
AND
PIMA COUNTY
FOR
PROVISION OF VIDEO-COURT HEARINGS OF MUNICIPAL INMATES

THIS INTERGOVERNMENTAL AGREEMENT (IGA), is entered into pursuant to ARS § 11-952 (as amended) by and between:

THE TOWN OF MARANA, a municipal corporation, (hereinafter sometimes referred to as the "Town"); and

THE COUNTY OF PIMA, a body politic and corporate, a political subdivision of the State of Arizona, (hereinafter sometimes referred to as the "County").

WHEREAS the Parties desire to enter into an agreement to provide video-court hearings for municipal inmates; and

WHEREAS the Town and County 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 provision of video-court hearings for municipal inmates will be in the best interests of the Parties and the citizens of Pima County.

NOW THEREFORE, The Town and County hereby agree as follows:

Agreement

1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for the Pima County Sheriff's Department Corrections Bureau to provide the Town of Marana Municipal Court with a video court session between Marana Municipal Court (MMC) and the Pima County Adult Detention Complex (PCADC).
2. **Obligations of the Parties.** PCADC will be responsible for pulling MMC's inmate files and preparing them for court, preparing their inmates for court, providing security in the video-court hearing, coordinating workflow support, specific to distributing court documentation from MMC to inmate and if applicable, completing electronic return (via fax or email) to MMC.

MMC shall fax or email PCADC's Records Unit a list of inmates that they are requesting to see by 11 a.m. on the date of the video court hearing and shall fax or email copies of any court paperwork generated at the hearing immediately following the video court session.

Each video court session will be held weekdays, beginning at 1200 hours. Both Town and

County agree that this schedule may be changed based on either party's need for more video court time, or based on other factors that could require a different schedule. MMC shall complete the video court session no later than 1300 hours. Any hearing extending past 1300 hours shall be continued at a later date.

Town will pay for up to three hours of video court weekly which will cover the cost of one Corrections Officer for one hour for security. The current salary rate for these employees is:

Corrections Officer (1 hour)	\$41.22
Total for three hours:	\$123.66

"Town of Marana inmate" shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Municipal Court, as a result of an agreement between the Town of Marana and another jurisdiction to allow the person to serve his/her sentence locally, or has been sentenced pursuant to an order of the Town of Marana Municipal Court and for whom the Town of Marana has the legal obligation to provide or pay for prisoner housing (this Agreement does not create such an obligation, that obligation exists under current Arizona Law). A prisoner arrested by the Town of Marana Police Department solely on another governmental entity warrant is not a Town of Marana prisoner.

Criteria and Rules Governing Billing:

- a. A "billable video-court session" is defined as that period commencing at 1200 hours and ending at 1300 hours Monday, Wednesday and Thursday, or any fractional part thereof.
- b. Should a "billable video-court session" not occur in any given week, the Town will not be billed that week.
- c. The Town will be billed monthly for these services. The invoice for these services will be separate from the monthly incarceration billing invoice and must be paid separately.

Criteria for Assessment of Billing:

- a. The costs of a "billable video-court session" shall be based on the current rates of salary each involved class of employee currently earns. These rates are subject to increase as wages increase for the classification.
- b. County will give Town a thirty (30) day notice of any salary rate increase and Town will be billed accordingly.

County will submit a statement of Town video-court session charges on a monthly basis. This statement shall provide information in chronological order as follows: billing period, dates of video court sessions, weekly costs of individual employees, weekly totals, and the monthly total bill.

Any individual video court session charge contested shall be made known to the County within 30 days after receipt of the monthly billing. If the Town notifies the County of a dispute within 30 days of receipt of the monthly billing, the Town may withhold payment on those specific video court sessions for which billing is disputed until the dispute has been resolved. No dispute will be accepted if not made within 30 days after the receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45

days of the monthly billing. All charges shall be paid within sixty days of receipt of the monthly billing, excluding contested charges. Contested charges shall be paid within 30 days of resolution of the dispute. Charges remaining unresolved after the 60-day period may be arbitrated by a mutually acceptable third party. Town agrees to pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge being disputed, and the amount of payment being withheld, will be specified on an invoice attached to the payment check for the period in which the charge disputed was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

3. **Term.** This IGA shall be in effect from July 1, 2025 through June 30, 2026. This IGA may be extended for four (4) additional one (1) year periods or any portion thereof. Any extension shall be by written amendment executed by the governing bodies of the parties.
4. **Costs.** Neither party shall be obliged to the other party for any costs incurred pursuant to this IGA, except as herein provided.
5. **Jurisdiction.** Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of either of the parties.
6. **Indemnification.** To the extent permitted by law, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, employees and insurance carriers, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind resulting from all personal injury including bodily injury and death, and property damage occasioned during the term of this Agreement for acts or omissions of such party, its agents, officials, and employees.
7. **Insurance.** Each party shall obtain and maintain at its own expense, for the duration of this IGA, the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this IGA with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this IGA involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage includes employees' liability coverage.

The above requirements may be met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11-952.01 at no less than the minimal coverage levels set forth in this article. Parties to this IGA shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be

terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the County shall have no further obligation to the Town other than for services already provided.

9. **Termination.** Either party may, at any time and without cause, terminate this IGA by providing ninety (90) days written notice of intent to terminate.
10. **Conflict of Interest.** This IGA is subject to cancellation for conflict of interest pursuant to the provisions of ARS § 38-511, the pertinent provisions of which are incorporated herein by reference.
11. **Compliance with Laws.** Each party to this IGA complies with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA, and any disputes hereunder. Any action relating to this IGA shall be brought in a court of the State of Arizona in Pima County. Any charges in the governing laws, rules, and regulations during the terms of this IGA shall apply, but do not require an amendment.
12. **Non-Discrimination.** Town and County will not discriminate against any Town or County employee, client or any other individual in any way involved with the Town or County, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out duties pursuant to this Intergovernmental Agreement. Town and County agree to comply with the provisions of Arizona Executive Order 99-4, which are incorporated into this agreement by reference as if set forth in full.
13. **ADA.** Each party shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Workers' Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Workers' Compensation benefits for its employees.
16. **No Joint Venture.** It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and Town employees, or between Town and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including, without limitation, the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public

facilities different from the standard of care imposed by law.

- 18. Severability.** If any provision of this IGA, or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
- 19. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Town:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Highway
Tucson, AZ 85714

Town of Marana
11555 W. Civic Center Dr. Bldg. A.
Marana, AZ 85653

With copies to:

County Administrator
115 N. Church Ave.
2nd Floor, Suite 231
Tucson, AZ 85701

Clerk of the Board
33 N. Stone Ave., Suite 100
Tucson, AZ 85701

- 20. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment executed by the parties.

Remainder of Page Intentionally Left Blank

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of its Town Council and attested to by the Town Clerk:

ATTEST: TOWN OF MARANA, a municipal corporation

Town of Marana Clerk Mayor

Date Date

ATTEST: PIMA COUNTY, a body politic

Clerk, Board of Supervisors Chair, Board of Supervisors

Date Date

PIMA COUNTY, head of department

Chris Nanos, Sheriff

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

TOWN OF MARANA:

Deputy County Attorney

Town of Marana Attorney



Council-Regular Meeting

C4

Meeting Date: 06/03/2025

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: June 3, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-049: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2025, through June 30, 2026 (Jeffrey Pridgett)

Discussion:

For many years, the Town of Marana and Pima County have had an intergovernmental agreement (IGA) that sets forth a fee schedule for the payment of the costs associated with the incarceration of Town municipal prisoners at the Pima County Jail. The IGA typically expires at the end of each fiscal year.

The proposed IGA is for the time period of July 1, 2025, through June 30, 2026. Under the IGA, the Town's costs for the first day of prisoner incarceration will increase from \$495.94 to \$524.25 to cover booking and intake expenditures, and the rate for each additional day thereafter will increase from \$125.09 to \$128.46 per day.

Financial Impact:

Funds are budgeted in the General Fund Police Department budget. The financial impact of this increase will depend on the number of people booked during the fiscal year. Based upon the trend, staff reasonably expects to have included adequate budget capacity for this IGA in the FY2026 Budget.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-049.

Suggested Motion:

I move to adopt Resolution No. 2025-049, approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2025, through June 30, 2026.

Attachments

Resolution No. 2025-49

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-049

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR PAYMENT FOR THE INCARCERATION OF MUNICIPAL PRISONERS FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026

WHEREAS the Town of Marana and Pima County desire to enter into an agreement to provide for payment by the Town for the costs of incarcerating Town municipal prisoners at the Pima County Adult Detention Center (PCADC); and

WHEREAS the parties 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 Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, approving the intergovernmental agreement for the incarceration of municipal prisoners for the period of July 1, 2025 through June 30, 2026, attached to this resolution as Exhibit A, and authorizing the Mayor to execute 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 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
PIMA COUNTY
AND
TOWN OF MARANA
FOR
PAYMENT FOR THE INCARCERATION
OF MUNICIPAL PRISONERS**

This Intergovernmental Agreement (IGA) is entered into by and between Pima County, a body politic and corporate of the State of Arizona (“County”) and the Town of Marana, a municipal corporation (“Town”) pursuant to A.R.S. § 11-952.

Recitals

County and Town may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

County and Town desire to enter into an agreement to incarcerate Town’s municipal prisoners in the Pima County Adult Detention Complex (“PCADC”).

NOW, THEREFORE, County and Town, pursuant to the above, mutually agree as follows:

Agreement

I. Purpose

This IGA sets forth the terms and conditions under which Town’s municipal prisoners shall be incarcerated in the PCADC.

II. Scope

County shall receive and detain all Town municipal prisoners who are medically fit to be incarcerated by County. County shall provide booking services, and after booking provide for the care, feeding and medical care (via contracted medical provider) of said prisoners.

“Town municipal prisoner” shall mean any person who has been incarcerated as a result of a charge pending in the Town of Marana Court, or as a result of an agreement between the Town and another jurisdiction to allow the person to serve his sentence locally, or has been sentenced pursuant to an order of the Marana Town Court and for whom the Town has the legal

obligation to provide or pay for prisoner housing. A prisoner arrested by Town of Marana Police Department solely on another governmental entity's warrant is not a Town prisoner.

In regard to booking and related services and procedures, upon submission of the completed booking document to the PCADC Intake Support Specialist, County will immediately accept into custody all Town arrestees that present no obvious health issues that make the prisoner medically unacceptable for booking. Town agrees that such conditional acceptance will shorten the time officers spend in the booking process and benefit the Town. Within the initial ninety (90) minutes, County contracted medical providers shall make a determination as to the prisoner's medical condition. Town agrees that if the prisoner presents a serious, emergent medical problem requiring hospital examination or medical rejection for booking within ninety (90) minutes of the time of conditional acceptance, Town shall send an officer to the PCADC to transport the prisoner for such medical examination or care as may be medically required as soon as possible. If a prisoner is taken from the PCADC for medical evaluation and returned to be incarcerated, Town shall not be charged twice for the first day billing rate of \$524.25. By conditionally accepting the prisoner for the initial ninety (90) minute evaluation period, County does not in any way accept responsibility for the cost of medical care to be provided to that prisoner should it be determined by County that the prisoner requires hospitalization or that the prisoner is medically unacceptable for booking.

Transportation of prisoners to Town of Marana Court or other locations, only as ordered by Town of Marana Court, shall be the responsibility of the Town. County shall be responsible for transportation of prisoners for medical care after the prisoner has been in PCADC custody for ninety (90) minutes or more.

III. Financing

Town shall pay a first day billing rate of \$524.25 to cover booking and intake expenditures. For each billable day following the first day, Town shall pay \$128.46 per day. The two rates are applicable to the period July 1, 2025 through June 30, 2026. The billing day as defined herein applies to each Town prisoner who is an inmate in, or under the control of the PCADC.

A. Criteria and Rules Governing Billing:

1. A "billable day" means that period commencing at 0000 hours and ending as 2359 hours that same day, or any fractional part thereof, of any day the Town prisoner is in the custody or control of the PCADC.
2. A "modified billable day" means a billable day which is modified to reduce billing to one billable day at the first rate. "Modified billable days" are only applicable when applied to pretrial Town defendants who are booked between 1800-2359 hours one day and released on the Town charge at the first AM initial appearance the following day.

3. “Local limited jurisdiction courts” means those courts whose criminal jurisdiction is limited to misdemeanor offenses.

B. Criteria for Assessment of Billing:

1. The costs of incarceration of Town prisoners shall commence on the day the prisoner is booked or held based on a Town charge into, or sentenced by, Town of Marana Court. Costs for incarceration shall cease under the guidelines established under the definition of “billable day.” For Town pretrial defendants booked between 1800 and 2400 hours one day and released on all Town charges at or by the AM initial appearance the following morning, the Town shall be billed according to the guidelines established under the definition of “modified billable day.”
2. When a prisoner is in custody for a charge or sentence from more than one local limited jurisdiction court, the billing charges for days of joint custody shall be apportioned. Costs for incarceration for days of joint custody shall be apportioned evenly based on the guidelines established under the definition of “billable day” among those jurisdictions from which the joint custody arises.
3. A Town prisoner who is subsequently charged into Pima County Superior Court and held in-custody on felony charges will cease to accrue billing charges after 2359 hours on the date that custody for felony charges is established. Felony custody shall take effect on the date when charging information is received in the PCADC Records Section and the prisoner is actually being held in-custody on the felony charges.
4. In the event of an escape, billing charges will cease to accrue after 2359 hours on the day of escape. In the event of a failure to report from authorized leave, billing charges will cease after 2359 hours of the last day of custody. Billing charges will begin again on the day the prisoner is recaptured or returned to custody and is actually being held in the PCADC.

County will submit a statement of Town prisoner charges on a monthly basis. This statement shall provide information in alphabetical order as follows: name of prisoner, booking date, release date, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill.

Any individual prisoner charges disputed shall be made known to the County within thirty (30) days after receipt of the monthly billing. If Town notifies County of a dispute within thirty (30) days of receipt of the monthly billing, Town may withhold payment on those specific prisoners for whom billing is disputed until the dispute is resolved. No dispute will be accepted if not made within thirty (30) days after receipt of the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within forty-five (45) days of the monthly billing. All charges shall be paid within sixty (60) days of receipt of the

monthly billing, excluding disputed charges. Disputed charges shall be paid within thirty (30) days of resolution of the dispute. Charges remaining unresolved after the sixty (60) day period may be arbitrated by a mutually accepted third party. Town agrees to pay interest on outstanding charges beginning on the tenth day after resolution of the billing at a rate of 10% per annum until paid. Town agrees that when a check is sent to County in payment of a previously disputed charge, Town will attach an invoice detailing what specific charges are being paid. Town agrees that when funds are withheld due to a disputed charge, the specific charge disputed and the amount of payment being withheld will be specified on an invoice attached to the payment check for the period in which the disputed charge was included. Town agrees to attach to each check submitted to County an invoice indicating the dates for which that check is to be applied.

Neither Party shall be obligated to the other for any costs incurred pursuant to this IGA except as proved herein.

IV. Term

This IGA is for the period July 1, 2025 through June 30, 2026 and shall be effective upon execution by the governing boards of the Parties. The Parties shall have the option of extending this IGA for four (4) additional one-year periods or any portion thereof. Any revisions or extensions of this IGA shall be by written amendment executed by the governing boards of the Parties.

V. Termination

Either Party may at any time and without cause terminate this IGA by providing the other Party ninety (90) days written notice of intent to terminate.

VI. Jurisdiction

Nothing in this IGA shall be construed as either limiting or extending the statutory jurisdiction of the Parties.

VII. Indemnification

To the extent permitted by law, each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. Insurance

Each Party shall obtain and maintain at its own expense, during the entire term of this IGA the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$2,000,000.00 combined single limit Bodily Injury and Property Damage.
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
- c) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this IGA shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 (or if a school district, § 15-382) or participation in an insurance risk pool under A.R.S. § 11.952.01 (if a school district, § 15-382), at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other Parties of cancellation, non-renewal or material change of coverage.

IX. Compliance With Laws

The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Pima County.

X. Arbitration

The Parties agree to be bound by arbitration, as provided by in Arizona Revised Statutes § 12-1501 *et. seq.*, to resolve disputes arising out of this IGA where the sole relief sought is monetary damages not in excess of the jurisdictional limit set by the Pima County Superior Court.

XI. Non-Discrimination

The Parties shall not discriminate against any County or Town employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

XII. ADA

The Parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

XIII. Severability

If any provision of this IGA, or any application thereof to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

XIV. Conflict of Interest

This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

XV. Non-Appropriation

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, County shall have no further obligation to Town other than for payment for services rendered prior to cancellation.

XVI. Legal Authority

Neither Party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either Party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either Party against the other for lack of performance or otherwise.

XVII. Worker's Compensation

Each Party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each Party is solely responsible for the payment of worker's compensation benefits for its employees.

XVIII. No Joint Venture

It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between County and any Town employees, or between Town and any County employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XIX. No Third Party Beneficiaries

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affects the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XX. Notices

Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other Party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Pima County Sheriff's Department
Corrections Bureau Chief
1750 E. Benson Hwy.
Tucson, AZ 85714

Town:

TOWN OF MARANA
11555 W. Civic Center Dr. Bldg A.
Marana, AZ 85653

With copies to:

County Administrator
115 North Church Avenue
2nd Floor, Suite 231
Tucson, Arizona 85701

Clerk of the Board
33 North Stone Avenue, Suite 100
Tucson, Arizona 85701

XXI. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by the Parties.

This agreement may be executed in counterparts, each of which, when taken together, will constitute one original agreement.

In Witness Whereof, County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and Town has caused this Intergovernmental Agreement to be executed by the Mayor upon resolution of the Town Council and attested to by the Town Clerk:

PIMA COUNTY:

TOWN OF MARANA

Chair, Board of Supervisors

Mayor

Date

Date

Clerk, Board of Supervisors

Town of Marana Clerk

Date

Date

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

PIMA COUNTY:

TOWN OF MARANA



SEAN HOLGUIN
Deputy County Attorney

Town of Marana Attorney



Council-Regular Meeting

C5

Meeting Date: 06/03/2025

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 3, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-050: Relating to Real Estate; authorizing the Mayor to sign the "Town of Marana Purchase of Bus Benches, Shelters, and Ad Boxes Agreement" with AdVision Street Media, LLC and approving the transfer of up to \$24,000.00 in budgeted expenditure authority from the General Fund Contingency line item to the Community and Neighborhood Services Department budget for fiscal year 2024-2025 for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC (Lisa Shafer)

Discussion:

The Town of Marana and AdVision Street Media, LLC, as successor in interest to Attention Transit Advertising Systems, LLC dba AdVision Outdoor (AdVision) were parties to the Town of Marana Right-of-Way License and Settlement Agreement dated April 16, 2014 (the Agreement). The Agreement provided, among other things, that:

1. AdVision was authorized to use, subject to certain restrictions, any public transit bus stops within the Town of Marana public right-of-way for bus bench and bus bench advertising purposes;
2. AdVision was authorized to convert advertising benches to covered shelters;
3. AdVision was required to pay the Town certain fees;
4. The Town could terminate the Agreement at any time so long as it provided AdVision 60 calendar days' written notice; and
5. AdVision was required to, upon termination of the Agreement, remove, at its own cost, all of its benches and other personal property from the Town's right-of-way and restore it to Town of Marana standards and provided that any and all benches and personal property remaining on the termination date would automatically become the

property of the Town.

On February 24, 2025, the Town sent AdVision a letter stating that AdVision had not made payment pursuant to the terms of the Agreement since June 30, 2024. The letter notified AdVision of the Town's intent to terminate the Agreement 60 days from AdVision's receipt of the letter and stated the Town would work with AdVision to determine next steps regarding the benches and shelters within the Town's right-of-way. Subsequently, Town staff conducted due diligence that included determining how much it would cost to purchase the benches and advertising facilities from AdVision. Staff felt that ownership of these facilities would benefit the Town in promoting its events and campaigns and in hiring outreach.

Since the date of the letter, Town staff and Ad Vision have negotiated a price for the purchase of the bus benches, shelters, and ad boxes listed on the sample bill of sale included in the agenda materials. If this purchase agreement is approved, the Town will purchase the bus benches, shelters, and ad boxes from AdVision for \$24,000.00.

Financial Impact:

Fiscal Year: 2025
Budgeted Y/N: N
Amount: \$24,000

Funding will be provided from the General Fund contingency.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-050.

Suggested Motion:

I move to adopt Resolution No. 2025-050, authorizing the Mayor to sign the "Town of Marana Purchase of Bus Benches, Shelters, and Ad Boxes Agreement" with AdVision Street Media, LLC and approving the transfer of up to \$24,000.00 in budgeted expenditure authority from the General Fund Contingency line item to the Community and Neighborhood Services Department budget for fiscal year 2024-2025 for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC.

Attachments

Resolution No. 2025-050
Exhibit A to Resolution
Right-of-Way License and Settlement Agreement
AdVision Value Estimate
Bust Stop Advertising Locations

MARANA RESOLUTION NO. 2025-050

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE "TOWN OF MARANA PURCHASE OF BUS BENCHES, SHELTERS, AND AD BOXES AGREEMENT" WITH ADVISION STREET MEDIA, LLC AND APPROVING THE TRANSFER OF UP TO \$24,000.00 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM TO THE COMMUNITY AND NEIGHBORHOOD SERVICES DEPARTMENT BUDGET FOR FISCAL YEAR 2024-2025 FOR THE PURCHASE OF BUS BENCHES, SHELTERS, AND AD BOXES FROM ADVISION STREET MEDIA, LLC

WHEREAS the Town of Marana and AdVision Street Media, LLC, as successor in interest to Attention Transit Advertising Systems, LLC dba AdVision Outdoor (hereinafter "AdVision") were parties to the Town of Marana Right-of-Way License and Settlement Agreement dated April 16, 2014 (the "License Agreement"); and

WHEREAS on February 24, 2025, the Town sent AdVision a letter notifying AdVision of its intent to terminate the License Agreement 60 days from AdVision's receipt of the letter and stated the Town would work with AdVision to determine next steps regarding the benches and shelters within the Town's right-of-way; and

WHEREAS since the date of the letter, Town staff and AdVision have negotiated a resolution in which the Town would purchase AdVision's bus benches, shelters, and ad boxes; and

WHEREAS 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 fiscal year 2024-2025 budget did not include funding for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC; and

WHEREAS the Town Council desires to transfer budgeted expenditure authority in the fiscal year 2024-2025 budget of up to \$24,000.00 from the General Fund Contingency line item to the Community and Neighborhood Services Department budget for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC; and

WHEREAS transferring budgeted expenditure authority from the contingency fund of up to \$24,000.00 within fiscal year 2024-2025 will not significantly impact the General Fund; and

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WHEREAS reallocations of budgeted expenditure authority between the contingency line item in the General Fund to other areas of the budget are necessary from time to time; and

WHEREAS the Council finds that the purchase and budget reallocation addressed by this resolution are in the best interests of the Town of Marana and its citizens.

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

SECTION 1. The "Town of Marana Purchase of Bus Benches, Shelters, and Ad Boxes Agreement" with AdVision Street Media, LLC, in substantially the form attached to 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 Council hereby approves the transfer of up to \$24,000.00 in budgeted expenditure authority from the General Fund's budgeted Contingency line item to the Community and Neighborhood Services Department budget for fiscal year 2024-2025 for the purchase of bus benches, shelters, and ad boxes from AdVision Street Media, LLC.

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.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of June 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

TOWN OF MARANA PURCHASE OF BUS BENCHES, SHELTERS, AND AD BOXES AGREEMENT

THIS TOWN OF MARANA PURCHASE OF BUS BENCHES, SHELTERS, AND AD BOXES AGREEMENT (this “Agreement”) is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the “Town”) and ADVISION STREET MEDIA, LLC, an Arizona limited liability company, successor in interest to ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company dba ADVISION OUTDOOR (“Seller”). The Town and Seller are sometimes collectively referred to in this Agreement as the “Parties,” either of which is sometimes individually referred to as a “Party.”

RECITALS

A. The Town and Seller were parties to the Town of Marana Right-of-Way License and Settlement Agreement dated April 16, 2014, (the “License and Settlement Agreement”).

B. Among other things, as relevant here, the License and Settlement Agreement:

i) authorized Seller to use, subject to certain requirements and restrictions, any public transit bus stops located within the Town of Marana public right-of-way (the “Licensed Area”), except for school bus stop locations, for bus bench and bus bench advertising purposes;

ii) authorized Seller to convert advertising benches to covered shelters, subject to Town approval and certain restrictions;

iii) required Seller to pay the Town a “Base Fee” of \$40 times the total number of benches plus a “Percentage Fee” consisting of 10% of the net advertising revenue paid to Seller through the sale of advertising space;

iv) provided that the Town could terminate the License and Settlement Agreement at any time so long as it provided Seller at least 60 calendar day’s written notice of termination;

v) required Seller to, upon termination of the License and Settlement Agreement, remove, at its own cost, all of Seller’s benches and other personal property from the Licensed Area and restore the Licensed Area to Town of Marana standards, and provided that any and all benches and personal property remaining on the Licensed Area on the termination date would automatically become the property of the Town.

C. On February 24, 2025, the Town sent Seller a letter (the “Notice Letter”) stating that Seller had not made payment pursuant to the terms of the License and Settlement Agreement since June 30, 2024. The Notice letter also notified Seller of the Town’s intent to terminate the License and Settlement Agreement 60 days from Seller’s receipt of the letter and stated the Town would work with Seller to determine next steps regarding the benches and shelters within the Town’s right-of-way.

D. Since the date of the letter, Seller and Town representatives have negotiated a resolution in which the Town would purchase Seller's bus benches, shelters, and ad boxes.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by this reference, and in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Town Purchase of Bus Benches, Shelters, and Ad Boxes

Within 30 days of the effective date of this Agreement, the Town shall pay \$24,000.00 to Seller in one lump sum, and Seller shall execute and submit to the Town a Bill of Sale in substantially the same form attached hereto and incorporated herein as Exhibit A, for the transfer of ownership of the bus benches, shelters, and ad boxes, more particularly described in Exhibit A, from Seller to the Town.

Article 2. Termination of the License and Settlement Agreement

Pursuant to Section 4.3 of the License and Settlement Agreement and the Town's February 24, 2025 Notice Letter, the License and Settlement Agreement is terminated.

Article 3. General Provisions

3.1. *Effective Date.* This Agreement shall be effective as of the date of the last signature of the Parties set forth below.

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

3.3. *Legal authority.* The Parties agree each is relying on the legal and lawful authority of the other Party to perform their respective obligations under this Agreement. By executing this Agreement, the signatories represent and warrant they have been duly authorized to execute this Agreement on behalf of the Party for whom they sign.

3.4. *Governing law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

3.5. *Entire agreement.* This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

3.6. *Severability.* If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

3.7. *Amendment.* This Agreement may not be changed or modified except by written agreement signed by all Parties.

3.8. *Waiver.* Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Town and Seller have executed this Agreement on the last signature date set forth below.

THE "TOWN"
TOWN OF MARANA, an Arizona municipal
corporation

By: _____
Jon Post, Mayor

DATE: _____

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

STATE OF _____)

ss.

County of _____)

"SELLER"

ADVISION STREET MEDIA, LLC, an Arizona
limited liability company, successor in
interest to ATTENTION TRANSIT
ADVERTISING SYSTEMS LLC, a Delaware
limited liability company, dba ADVISION
OUTDOOR

By: INTERNATIONAL MEDIA CONSULTING,
INC., a Pennsylvania corporation
Its: Member

By: _____
Brian T. Hornkohl
Its: President

Date: _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Brian T. Hornkohl, President of INTERNATIONAL MEDIA CONSULTING, INC., a Pennsylvania corporation, Member of ADVISION STREET MEDIA, LLC, an Arizona limited liability company, successor in interest to ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company, dba ADVISION OUTDOOR, on behalf of ADVISION STREET MEDIA, LLC.

(Seal)

Notary Public

BILL OF SALE

TOWN OF MARANA, ARIZONA

ADVISION STREET MEDIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, successor in interest to ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company, dba AdVision Outdoor (the “Seller”); for and in consideration of the sum of \$24,000.00 (Twenty Four Thousand Dollars) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, conveys, transfers, and delivers to the TOWN OF MARANA, an Arizona municipal corporation, (the “Town”) its successors, and assigns, all of the following described bus shelter and bench improvements:

1. Shelter & Bench, and Ad Box, Northside Cortaro/Silverbell, near Crossroads Park (ID# SBN-7548)
2. Shelter & Bench, and Ad Box, Second Freestanding Bench, Southside Ina Road, near Jack-N-Box (ID# INW-4465, 4467)
3. Freestanding Bench and Ad Box, Southside Ina Road/Old Father (ID# INW-4219)
4. Shelter & Bench, and Ad Box, Westside of Thornydale, South of Ina (ID# TDN-7155)
5. Shelter & Bench, and Ad Box, Second Freestanding Bench, Southside of Ina, Between Thornydale and Meredith (ID# INW-3709, 3711)
6. Shelter & Bench, and Ad Box, Second Freestanding Bench, Northside of Ina Road, near Dutch Bros (ID# INW-4164, 4160)
7. Freestanding Bench, Northside of Ina Road, near Donut Wheel (ID# INW-4500)
8. Shelter & Bench, and Ad Box, Northside of Orange Grove, East of Thornydale (ID#OGW-3710)

The Seller hereby warrants title to the improvements described in this instrument and agrees to defend the Town from and against any third-party claim of right or title to the improvements described in this instrument.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale on the dates set forth below.

THE "SELLER":

ADVISION STREET MEDIA, LLC, an Arizona limited liability company, successor in interest to ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company, dba ADVISION OUTDOOR

By: INTERNATIONAL MEDIA CONSULTING, INC., a Pennsylvania corporation
Its: Member

By: _____
Brian T. Hornkohl
Its: President

Date: _____

ACCEPTED AND APPROVED ON BEHALF OF
THE TOWN OF MARANA:

Fausto Burruel, MPA, PE,
Town Engineer

Date: _____

Approved as to Form:

Jane Fairall, Town Attorney

STATE OF _____)

ss.

County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Brian T. Hornkohl, President of INTERNATIONAL MEDIA CONSULTING, INC., a Pennsylvania corporation, Member of ADVISION STREET MEDIA, LLC, an Arizona limited liability company, successor in interest to ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company, dba ADVISION OUTDOOR, on behalf of ADVISION STREET MEDIA, LLC.

(Seal)

Notary Public

MARANA RESOLUTION NO. 2014-043

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RIGHT-OF-WAY LICENSE AND SETTLEMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND ATTENTION TRANSIT ADVERTISING SYSTEMS LLC REGARDING BUS BENCHES IN THE TOWN RIGHT-OF-WAY

WHEREAS the Town and Tucson Advertising, Inc. dba Attention Bench Advertising entered into a license agreement dated February 4, 2000, authorizing Attention Bench to install bus benches with attached advertising features at any public transit bus stops located within the Town's public right-of-way; and

WHEREAS Attention Bench breached the terms of the license agreement, but its successor in interest, Attention Transit Advertising Systems LLC dba AdVision Outdoor, continues to maintain bus benches in public rights-of-way located in the Town, and desires to continue to do so; and

WHEREAS the Town is willing to settle all pending disputes relating to the breach of the license agreement and is willing to allow AdVision Outdoor to continue to maintain bus benches in public rights-of-way located in the Town, subject to and in accordance with the terms of a Right-of-Way License and Settlement Agreement; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this agreement.

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

SECTION 1. The Right-of-Way License and Settlement Agreement between the Town of Marana and Attention Transit Advertising Systems LLC dba AdVision Outdoor regarding bus benches in the Town right-of-way attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of May, 2014.



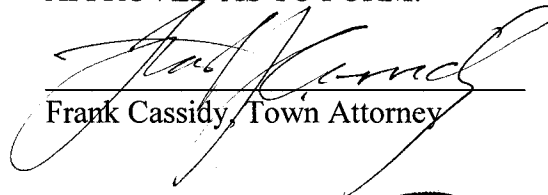
Mayor Ed Honea

ATTEST:



Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:



Frank Cassidy, Town Attorney



10/2/2014

**TOWN OF MARANA RIGHT-OF-WAY LICENSE AND
SETTLEMENT AGREEMENT
(Attention Transit Advertising Systems LLC)**

THIS TOWN OF MARANA RIGHT-OF-WAY LICENSE AND SETTLEMENT AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company dba AdVision Outdoor ("Licensee"). The Town and Licensee are sometimes collectively referred to in this Agreement as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and Tucson Advertising, Inc. dba Attention Bench Advertising entered into a license agreement dated February 4, 2000, and recorded in the office of the Pima County Recorder on February 11, 2000 at Docket 11233, Page 191 (the "Original License").

B. Licensee is the successor in interest to the licensee under the Original License. For simplicity, the licensee under the Original License and all of its successors in interest, including Licensee, will be referred to in this Agreement as "Licensee."

C. Among other things, the Original License:

i) authorized Licensee to install bus benches with attached advertising features at any public transit bus stops located within the Town's public right-of-way;

ii) was for an initial term of three years, with two one-year options to renew (unless revoked sooner by the Town at its discretion);

iii) required Licensee to pay the Town a "Base Fee" of \$150 per year plus a "Percentage Fee" consisting of 30% of the net advertising revenue paid to Licensee through the sale of advertising space on the benches, if and to the extent it exceeded the Base Fee; and

iv) required Licensee to submit annual reports to the Town, containing the Licensee bench number and location description of each bus bench placed and maintained by Licensee pursuant to the Original License, the gross and net advertising revenue for the preceding calendar year, and a sworn certification of the accuracy of the information provided.

D. Licensee breached the terms of the Original License, but continues to maintain Licensee's bus benches in public rights-of-way located in the Town, and desires to continue to do so.

E. The Town is willing to settle all pending disputes relating to Licensee's breach of the Original License and is willing to allow Licensee to continue to maintain Licensee's bus benches in public rights-of-way located in the Town, subject to and in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by this reference, and in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Settlement

1.1. *Report by Licensee.* Within 30 days after the effective date of this Agreement, Licensee shall submit a report to the Town, containing the Licensee bench number and location description of each bus bench placed and maintained by Licensee pursuant to the Original License, the gross and net advertising revenue for each bench from the effective date of the Original License through December 31, 2013, and a sworn certification of the accuracy of the information provided.

1.2. *Payment by Licensee.* Within 30 days after the effective date of this Agreement, Licensee shall pay the Town 80% of the amount due and owing to the Town for Licensee's use of Town right-of-way from the effective date of the Original License through December 31, 2013, calculated pursuant to the terms set forth in the Original License and based on the information provided in the report required by paragraph 1.1 above. If timely payment is not made by Licensee, this Agreement is terminated.

1.2.1. Notwithstanding paragraph 1.2 above, if this Agreement is terminated due to Licensee's default, as set forth in paragraph 4.2 below, Licensee shall then pay the Town the remaining 20% of the amount due and owing to the Town for Licensee's use of Town right-of-way from the effective date of the Original License through December 31, 2013, calculated pursuant to the terms set forth in the Original License and based on the information provided in the report required by paragraph 1.1 above. This amount shall be due and payable to the Town within ten days of the termination date of this Agreement.

1.3. *Mutual release of all claims.* Upon receipt of the 80% payment referenced in paragraph 1.2 above, all claims whatsoever between and among the Parties relating in any way to the Original License are fully settled, except that if this Agreement is terminated due to Licensee's default, as set forth in paragraph 4.2 below, the Town retains the right to claim payment of the remaining 20% of the amount due and owing to the Town for Licensee's use of Town right-of-way from the effective date of the Original License through December 31, 2013, as set forth in subparagraph 1.2.1 above. Upon receipt of the 20% payment referenced in subparagraph 1.2.1 above, if it occurs, all claims whatsoever between and among the Parties relating in any way to the Original License are fully settled, including without limitation any payments claimed by the Town for the use of Town right-of-way from the effective date of the Original License through December 31, 2013.

Article 2. License

2.1. *License.* The Town hereby gives Licensee permission to use any public transit bus stops located within Town of Marana public right-of-way, excluding public school bus stop locations. The public right-of-way areas Licensee is permitted to use are referred to in this Agreement as the "Licensed Area."

2.2. *Permitted use and restrictions.* Licensee may use the Licensed Area for bus bench and bus bench advertising purposes only (as more particularly described below), subject to the representations, terms and conditions set forth in this Agreement.

2.2.1. For each existing bench, Licensee shall within 90 days after the effective date of this Agreement submit to the Town Engineer one of the following:

2.2.1.1. Proof satisfactory to the Town Engineer that the bench location was previously reviewed and approved by the Town.

2.2.1.2. A scale drawing of the bench location, drawn at a scale of one inch equals five feet or less, showing the location and orientation of the bench and any curbs, sidewalks, buildings, signs, landscaping, site visibility triangles, driveways located within 50 feet of the bench (or such larger area as determined by the Town Engineer based on reasonable traffic engineering and civil engineering judgment). If the Town Engineer for any reason rejects the bench location, the bench shall be removed or relocated pursuant to paragraph 2.2.14 or paragraph 2.2.15 below, as applicable.

2.2.2. No new benches shall be installed on the Licensed Area without plans first being submitted by Licensee and reviewed and approved by the Town and a right-of-way permit first being obtained by Licensee.

2.2.3. No benches shall be located or installed within sight visibility triangles or the roadway clear zone, as reasonably determined by the Town Engineer.

2.2.4. Licensee shall not place an advertisement within 500 feet of a business which is in direct competition with the advertiser, unless the advertiser's business is also located within 500 feet of the advertisement. The Town reserves the right to request removal of any advertisement placed by Licensee pursuant to this Agreement that the Town deems, in its sole discretion, to violate the spirit of this provision.

2.2.5. Licensee shall not display advertisements for tobacco products, alcoholic beverages, sexually oriented businesses, or any other age-restricted activity.

2.2.6. Licensee shall not display advertisements for political messages or candidates.

2.2.7. No bench or advertisement shall obstruct or impede a sidewalk.

2.2.8. All benches and advertisements shall be anchored firmly by a method acceptable to the Town Engineer.

2.2.9. Licensee shall restore the Licensed Area to its original condition if the Town so requires, and Licensee shall pay all restoration costs.

2.2.10. Any authorized agent or contractor who installs a bench or advertisement on Licensee's behalf shall meet the minimum insurance requirements set forth in this Agreement.

2.2.11. Licensee shall guarantee placement and secure all benches.

2.2.12. Licensee shall maintain all benches installed by or on behalf of Licensee. Pursuant to this obligation, Licensee shall refurbish or replace each bench as necessary and upon the request of the Town.

2.2.13. Licensee shall maintain all benches and the area within ten feet surrounding the location of any bench free and clear of all trash, weeds and graffiti. Licensee shall remove all trash, weeds and graffiti within 24 hours after the Town notifies Licensee of a violation of this paragraph. Licensee shall also ensure that any trash receptacles within ten feet of the location of any bench are maintained and regularly emptied.

2.2.14. Licensee shall, at Licensee's cost, remove or relocate a bench as soon as reasonably possible, and in any event within 24 hours, after the Town notifies Licensee that an emergency exists, endangering the public health, safety or welfare, requiring the bench to be removed or relocated immediately. Nothing in this paragraph shall preclude the Town from removing or relocating a bench at its own cost without prior notice to Licensee under exigent circumstances.

2.2.15. In all situations other than those covered by paragraph 2.2.14 above, Licensee shall, at Licensee's cost, remove or relocate a bench within the time set forth in the removal or relocation notice from the Town. The Town's notice shall allow Licensee at least one calendar week for the removal or relocation.

2.3. *Conversion of bus benches to covered shelters.* Licensee may convert advertising benches to covered shelters upon approval by the Community Development Director or designee, provided that the design of the shelters is, in the Community Development Director's or designee's reasonable opinion, attractive and compatible with other bus shelters in the region, and the total advertising space available on each shelter does not exceed twice the area of the total advertising space available on Licensee's typical bus bench. Upon conversion, all provisions of this Agreement related to bus benches shall apply to the converted bus shelters.

2.4. *Accommodation.* This Agreement is granted as an accommodation to Licensee, to allow Licensee to use the Licensed Area for bus bench and bus bench advertising purposes.

2.5. *Non-exclusivity.* This Agreement grants a non-exclusive right to the Licensee. The Town reserves the right to issue one or more licenses to use the public right-of-way for similar or identical services or purposes.

Article 3. Payment

3.1. *License fee.* Licensee shall pay the Town a quarterly license fee for each quarter (January through March, April through June, July through September, and October through December) of each calendar year. Payment shall be made payable to the "Town of Marana" and delivered to the Marana Community Development Department as indicated in paragraph 5.5 below. The license fee shall be the larger of the following amounts:

3.1.1. *Base fee.* A minimum base fee of \$40 times the total number of benches located within the Marana public right-of-way pursuant to this Agreement.

3.1.2. *Percentage fee.* A fee equal to 10% of the Net Advertising Revenue paid to Licensee through the sale of advertising space on all benches permitted under this Agreement.

3.2. *Payment due date.* The license fee shall be payable on the first day of the second month following the calendar quarter to which the payment applies. Specifically, the first license fee payable under this Agreement shall be due and payable on May 1, 2014 for the first calendar

quarter of 2014, and future license fees shall be payable each subsequent August 1, November 1, and February 1 while this Agreement is in effect.

3.3. *Late fee.* Failure by Licensee to pay the license fee on or before the due dates established in paragraph 3.2 above shall result in the Town's imposition of a late fee in the amount of 10% of the total amount owed by Licensee to Town.

3.4. *Definitions.* The following definitions apply to this Agreement.

3.4.1. *Gross Advertising Revenue.* "Gross Advertising Revenue" shall mean the sum of all monies and the actual value of any non-monetary consideration received by Licensee (excluding public service use) on account of the sale of advertising space on the transit advertising benches permitted under this Agreement.

3.4.2. *Net Advertising Revenue.* "Net Advertising Revenue" shall mean Gross Advertising Revenue less any advertising agency commissions, copy production charges, or other third party sales commissions incurred in the sale of advertising space on the transit advertising benches permitted under this Agreement and actually paid by Licensee to a bona fide third party.

3.5. *Quarterly written report.* The percentage fee described in paragraph 3.1.2 above shall be calculated in a written report submitted by Licensee prior to or accompanying the quarterly license fee. The written report shall:

3.5.1. Cover the calendar quarter to which the accompanying license fee applies.

3.5.2. Be reviewed and verified as true, complete and correct by an officer of Licensee.

3.5.3. Set forth the following minimum information with respect to each transit advertising bench:

3.5.3.1. Licensee bench number and location description.

3.5.3.2. Maintenance and repair schedule.

3.5.3.3. Gross Advertising Revenue.

3.5.3.4. Net Advertising Revenue.

3.6. *Preservation of books and records.* For a period of seven years after submission of the quarterly written report, Licensee shall keep and maintain a full set of books and records supporting the quarterly written report. Such books and records shall include, but is not necessarily limited to, all advertising contracts, revenue reports, rate cards and any other supporting data, documents or information, databases or computer programs relating to such information or the bench location.

3.7. *Audit.* The Town, its agents, and/or representatives shall have the right to perform an audit of Licensee's books and records to confirm that Licensee has adequately documented and paid the license fee payable under this Agreement.

3.8. *Underpayment.* If the Town determines that Licensee has underpaid the license fee, Licensee shall immediately pay the amount of the underpayment, plus interest on the unpaid amount at the rate of 10% per annum.

Article 4. Default, Remedies, Modification, and Termination

4.1. *Notice of default.* The Town shall give Licensee written notice of any default under this Agreement. The notice of default shall describe the default with sufficient clarity to allow Licensee to cure the default.

4.2. *Termination for default.* The Town may terminate this Agreement if Licensee fails to cure any default within ten days after the Town gives notice of default.

4.3. *Modification or termination at the Town's will.* The Town may modify or terminate this Agreement at any time. The Town shall give Licensee at least 60 calendar days' written notice of modification or termination, unless the Town determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

4.4. *Termination at Licensee's will.* Licensee may terminate this Agreement at will by giving written notice to the Town, setting a termination date when all of Licensee's benches and other personal property shall be removed from the Licensed Area and when Licensee shall have completed restoration of the Licensed Area, all in accordance with paragraph 4.6 below.

4.5. *Final payment upon termination.* Licensee shall pay all license fees accrued through the termination date.

4.6. *Removal of personal property and restoration upon termination.* Upon termination of this Agreement, Licensee shall remove all of Licensee's benches and other personal property from the Licensed Area and Licensee shall restore the Licensed Area to Town of Marana standards. Restoration may include, for areas where landscaping was removed by Licensee, installation of native landscape material not requiring scheduled irrigation. Town of Marana standards for restoration shall be determined by the Town at the time of the notice of termination. Licensee shall pay for all restoration costs.

4.7. *Effect of failure to remove personal property.* Any and all benches and personal property remaining on the Licensed Area on the termination date established pursuant to paragraph 4.3 or paragraph 4.4 above shall automatically become the property of the Town.

4.8. *Restoration and repair of the Licensed Area.* If Licensee causes any damage to any Town property, Licensee shall promptly make and pay for the repairs necessary to restore the Licensed Area to its pre-damaged condition. At the discretion of the Town, if repairs are not initiated and completed within 14 calendar days after the Town gives written notice of damage to Licensee, the Town may make the repairs and bill Licensee for all costs plus a 10% penalty. Licensee shall pay the Town within ten days of receiving a bill for repairs.

Article 5. General Provisions

5.1. *Effective date and duration.* This Agreement shall be effective when it has been executed on behalf of the Town and Licensee, and shall remain in effect unless and until it is terminated (a) by mutual written agreement of the Town and Licensee, (b) as a result of Licensee's sale of its bus bench and bus bench advertising business, or (c) in accordance with paragraph 4.3 or paragraph 4.4 above.

5.2. *Licensee's right to assign with consent; binding effect of Licensee's obligations.* Licensee may not assign Licensee's rights or interests under this Agreement without the express

written consent of the Town. Licensee's obligations under this Agreement are binding upon Licensee, its heirs, assignees and designees.

5.3. *Licensee's obligation to defend, indemnify and hold harmless the Town.* Licensee shall defend, indemnify and hold harmless the Town, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of Licensee's maintenance and use of the Licensed Area or Licensee's negligent acts, errors or omissions in connection with this Agreement.

5.4. *Required minimum insurance.* Licensee shall maintain commercial general liability insurance, with carriers acceptable to the Town, throughout the term of this Agreement in minimum amounts of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate. Licensee may satisfy the minimum insurance requirement with excess or umbrella liability coverage. Licensors may, if it deems necessary, require additional coverage.

5.4.1. Licensors shall be named as an "additional insured" on the commercial general liability insurance.

5.4.2. Licensee shall deliver one or more certificates of insurance and additional insured endorsements evidencing coverage as described in this paragraph 5.4 to the Town upon execution of this Agreement, prior to commencing any work pursuant to this Agreement. The additional insured endorsement form identification number shall be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement. Licensee shall also deliver new certificates of insurance and additional insured endorsements each time the policy is updated or renewed, and at least annually.

5.4.3. If available through Licensee's insurance carrier, Licensee shall obtain a "cancellation notice recipient" endorsement, evidenced by endorsement number on the face of the insurance certificate and submittal of a copy of the cancellation notice recipient endorsement, in all its insurance policies, requiring Licensee's insurance carrier to provide notice to Licensors of cancellation or reduction of insurance coverage.

5.4.4. Certificates of insurance and endorsements shall be sent to the Town of Marana Community Development Department, 11555 West Civic Center Drive, Marana Arizona 85653, annually commencing on the date of execution of this Agreement.

5.5. *Service of notice.* All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served when delivered personally or sent by registered or certified United States mail, postage prepaid, to the following addresses (or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner):

To the Town: TOWN OF MARANA
Attn: Community Development Department
11555 W. Civic Center Drive
Marana, AZ 85653

With a copy to: TOWN OF MARANA

Attn: Legal Department
11555 W. Civic Center Drive
Marana, AZ 85653

To Licensee: ATTENTION TRANSIT ADVERTISING SYSTEMS LLC
Attn: Lyttleton F. Wilson III
1120 N. Anita Ave.
Tucson AZ 85705

With a copy to: Kevin John McShane, Esq.
McShane & Pugh, LLP
10474 Santa Monica Blvd., Suite 401
Los Angeles, CA 90025

5.6. *Compliance with applicable laws.* Licensee shall comply with and abide by all existing and applicable federal, state, and local laws and ordinances.

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

5.8. *Legal authority.* The Parties agree each is relying on the legal and lawful authority of the other Party to perform their respective obligations under this Agreement. By executing this Agreement, the signatories represent and warrant they have been duly authorized to execute this Agreement on behalf of the Party for whom they sign.

5.9. *Governing law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

5.10. *Entire agreement.* This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

5.11. *Severability.* If any provision of this Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

5.12. *Amendment.* This Agreement may not be changed or modified except by written agreement signed by all Parties.

5.13. *Waiver.* Neither Party's waiver of the other's breach of any term or condition contained in this Agreement shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Town and Licensee have executed this Agreement on the last signature date set forth below.

THE "TOWN"

TOWN OF MARANA, an Arizona municipal corporation

By: _____

Ed Honea

Ed Honea, Mayor

"LICENSEE"

ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company, dba AdVision Outdoor

By: _____

K. McShane

Kevin John McShane, Manager

ATTEST:

Jocelyn Bronson
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy
Frank Cassidy, Town Attorney

STATE OF _____)
County of _____) ss.

SEE ATTACHED ACKNOWLEDGMENT
4/16/14

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Kevin John McShane, Manager of ATTENTION TRANSIT ADVERTISING SYSTEMS LLC, a Delaware limited liability company, doing business as AdVision Outdoor, on behalf of the LLC.

(Seal)

Notary Public

ACKNOWLEDGMENT

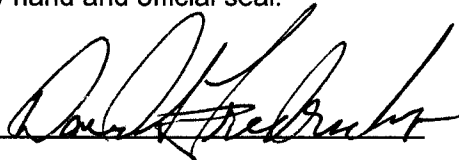
State of California
County of Los Angeles)

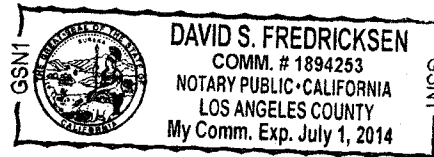
On April 16, 2014 before me, David S. Fredricksen, Notary Public,
(insert name and title of the officer)

personally appeared KEVIN JOHN MCSHANE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



<u>ID #</u>	<u>Location</u>	<u>Amenity</u>	<u>Condition</u>	<u>Estimated Fair Market Value</u>
SBN-7548	Northside Cortaro/Silverbell, near Crossroads Park	Shelter & Bench, and Ad Box	Good	\$ 4,500.00
INW-4465, 4467	Southside Ina Road, near Jack-N-Box	Shelter & Bench, and Ad Box, Second Freestanding Bench	Good, Freestanding Bench is damaged	\$ 4,500.00
INW4219	Southside Ina Road/Old Father	Freestanding Bench and Ad Box	Good	\$ 1,150.00
TDN-7155	Westside of Thornydale, South of Ina	Shelter & Bench, and Ad Box	Fair	\$ 3,000.00
INW-3709, 3711	Southside of Ina, Between Thornydale and Meredith	Shelter & Bench, and Ad Box, Second Freestanding Bench	Good	\$ 4,650.00
INW-4164, 4160	Northside of Ina Road, near Dutch Bros	Shelter & Bench, and Ad Box, Second Freestanding Bench	Fair	\$ 3,150.00
INW-4500	Northside of Ina Road, near Donut Wheel	Freestanding Bench	Fair	\$ 150.00
OGW-3710	Northside of Orange Grove, East of Thornydale	Shelter & Bench, and Ad Box	Fair	\$ 3,000.00
				\$ 24,100.00

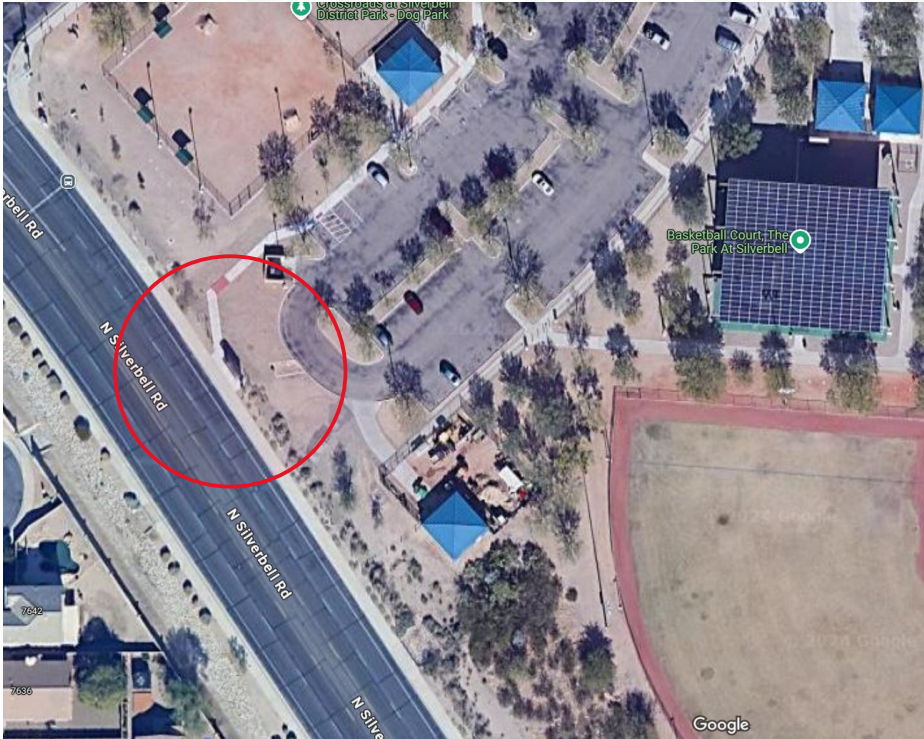
<u>Amenity and Condition</u>	<u>Estimated Fair Market Value</u>	<u>Quantity</u>	<u>Total</u>
Shelter & Bench and Ad Box (Good)	\$ 4,500.00	3	\$ 13,500.00
Shelter & Bench and Ad Box (Fair)	\$ 3,000.00	3	\$ 9,000.00
Ad Box (Good)	\$ 1,000.00	1	\$ 1,000.00
Freestanding Bench (Good)	\$ 150.00	4	\$ 600.00
			\$ 24,100.00



5/21/2025

Marana Bus Stop Advertising

Cortaro/Silverbell Crossroads Park



SBN-7548 A and B
Has solar



Ina Rd. Southside Jack-N-Box/Jiffy Lube



INW-4465 A and B
INW-4467 (Freestanding Bench)
No Solar, damage to both benches



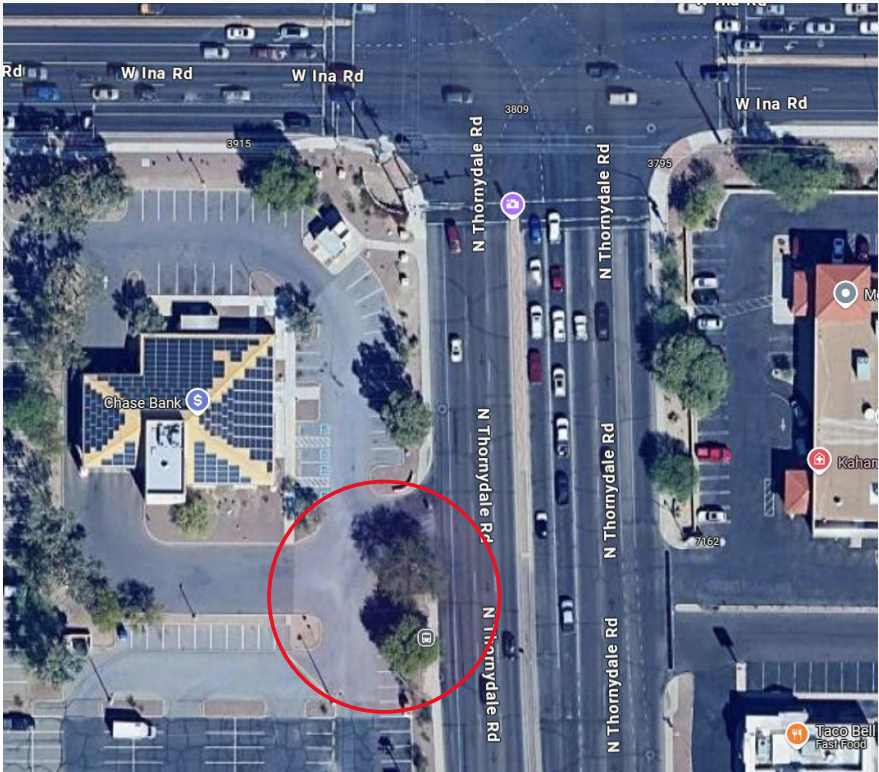
Ina Road/Old Father Southside



INW-4219 A and B
No shelter, just sign and bench



Thornydale south of Ina Rd (SWC)



TDN-7155 A and B
Has Solar



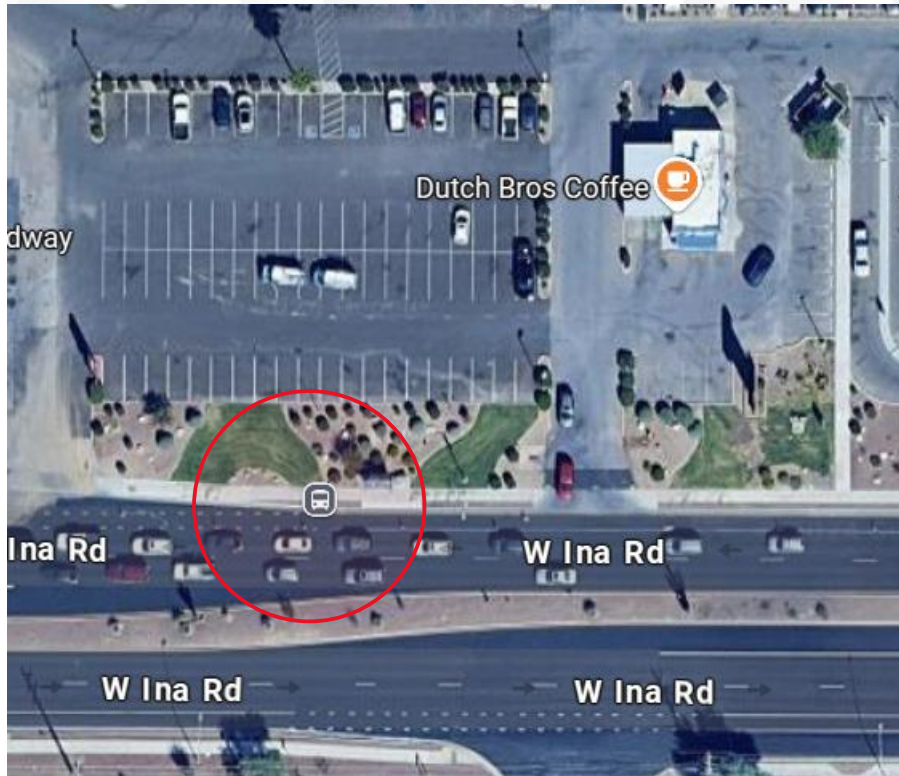
Ina Rd. between Thornydale/Meredith



INW-3709 A and B
INW-3711 bench
Has Solar
Missing top panel



Ina Road northside Dutch Bros



INW-4164 A and B
INW-4160
Has solar



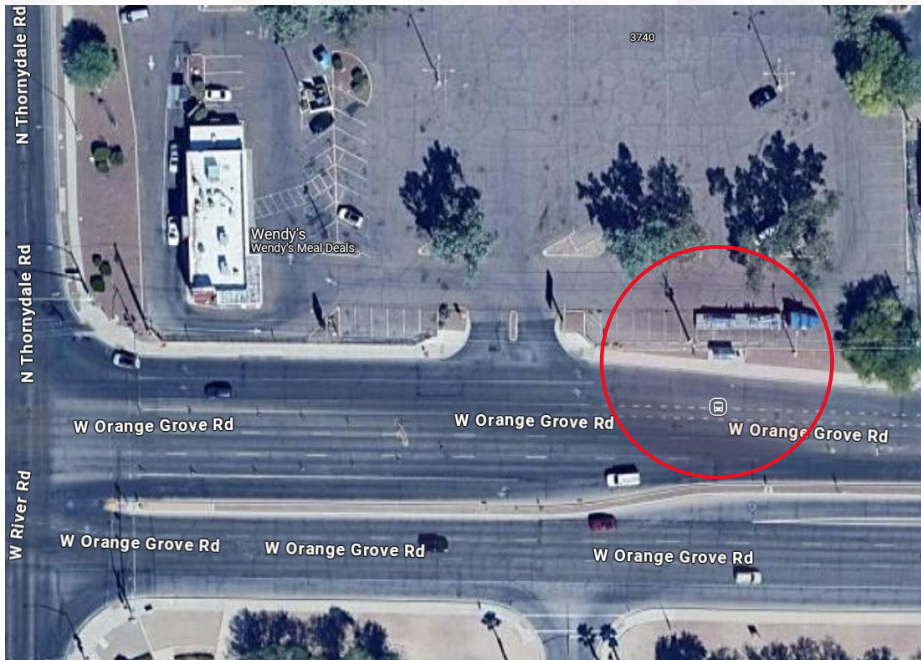
Ina Rd/Camino de las Capas (NWC)



INW-4500 Bench only



Orange Grove northside Sam Levitz



OGW-3710 A and B
Has solar





Council-Regular Meeting

C6

Meeting Date: 06/03/2025

To: Mayor and Council

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

From: Andrea De La Cruz, Assistant to the Town Manager

Date: June 3, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-051: Relating to Real Estate; approving and authorizing the Mayor to execute the Fourth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road (Terry Rozema)

Discussion:

On October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. (the "Chamber") to lease the former Parks and Recreation Department administration building to the Chamber for its offices and a visitors center. On November 18, 2020, the parties entered into the first amendment to the lease agreement to correct an error regarding the address of the property where the leased premises are located. On June 15, 2021, the parties entered into the second amendment to the lease agreement allowing consumption of alcohol on the leased premises during Chamber-sponsored or sanctioned events or gatherings. On March 7, 2023, the parties entered into the third amendment to the lease agreement adding Town Office 121 to the Chamber's "exclusive use areas" in the lease.

The fourth amendment removes Town Office 121 from the Chamber's "exclusive use areas" in the lease. The Chamber will no longer use Town Office 121 as an office for the exclusive use of Chamber's Veterans Focus Group during Chamber's normal operating hours. All other terms of the lease agreement remain unchanged.

Staff Recommendation:

Staff recommends approval of Resolution No. 2025-051.

Suggested Motion:

I move to adopt Resolution No. 2025-051, approving and authorizing the Mayor to execute the Fourth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc. regarding the lease of Town-owned property located at 13251 N Lon Adams Road.

Attachments

Resolution No. 2025-051

Exhibit A - Fourth Amendment to Chamber Lease Agreement

Original Lease

MARANA RESOLUTION NO. 2025-051

RELATING TO REAL ESTATE; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FOURTH AMENDMENT TO LEASE AGREEMENT WITH MARANA CHAMBER OF COMMERCE, INC. REGARDING THE LEASE OF TOWN-OWNED PROPERTY LOCATED AT 13251 N LON ADAMS ROAD

WHEREAS, on October 6, 2020, the Marana Town Council adopted Resolution No. 2020-111, approving a lease agreement between the Town and the Marana Chamber of Commerce, Inc. (the “Chamber”); and

WHEREAS, on November 18, 2020, the parties entered into the First Amendment to Lease Agreement to correctly describe the property where the leased premises are located; and

WHEREAS, on June 15, 2021, the parties entered into the Second Amendment to Lease Agreement to allow the consumption of alcohol on the leased premises during Chamber sponsored or sanctioned events; and

WHEREAS, on March 7, 2023, the parties entered into the Third Amendment to Lease Agreement to add Town Office 121 to the Chamber’s “exclusive use areas” in the lease; and

WHEREAS the Chamber has requested further revisions to the lease agreement to remove Town Office 121 from the “exclusive use areas” in the lease; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into an amendment to the lease agreement with the Chamber as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Fourth Amendment to Lease Agreement with Marana Chamber of Commerce, Inc., substantially in the same form attached to and incorporated within this resolution as Exhibit A, is hereby approved and the Mayor is authorized to sign it for and on behalf of the Town of Marana.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana,
Arizona this 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Fourth Amendment") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation (the "Chamber"). The Town and the Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Chamber are parties to that certain lease agreement entitled "Lease Agreement" made and entered into effective December 1, 2020 (the "Lease"), by which the Town leases to the Chamber a certain portion of real property. The Lease was approved by the Marana Town Council on October 6, 2020, through the adoption of Marana Resolution No. 2020-111.

B. On November 18, 2020, the Parties entered into the First Amendment to Lease Agreement to correctly describe the Property where the Leased Premises are located.

C. On June 15, 2021, the Parties entered into the Second Amendment to Lease Agreement to allow the consumption of alcohol on leased premises during Chamber sponsored or sanctioned events.

D. On March 7, 2023, the Parties entered into the Third Amendment to Lease Agreement to add Town Office 121 to the Chamber's "exclusive use areas," as that term is defined in the lease.

E. The Parties now desire to amend the Lease, as previously amended, as set forth in this Fourth Amendment.

AGREEMENT

1. *Lease.* Paragraph 2 of the Lease is hereby amended to remove Town Office 121, as depicted in the diagram attached to this Fourth Amendment and incorporated in the Lease by this reference as Exhibit B², from the list of "areas" described in the Lease as part of the Leased Premises.

2. *Use.* Paragraph 5 of the Lease is hereby amended to remove the following sentence: "Chamber shall use Town Office 121 as an office for the exclusive use of Chamber's Veterans Focus Group during Chamber's normal operating hours only."

3. *Effective Date of Fourth Amendment.* This Fourth Amendment shall be effective as of the signature date of the last Party to sign this Fourth Amendment ("Effective Date").

4. *Other Terms and Provisions.* All other terms and provisions of the Lease and its exhibits, as previously amended, not specifically changed by this Fourth Amendment, shall remain in effect and be binding upon the Parties as provided for in the Lease. Words and phrases having a defined meaning in the Lease have the same respective meanings when used in this Fourth Amendment unless otherwise expressly stated.

5. *Recitals.* The recitals set forth at the beginning of this Fourth Amendment are hereby acknowledged, confirmed to be accurate, and incorporated here by reference.

6. *Entire Agreement.* This Fourth Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Fourth Amendment. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Fourth Amendment.

7. *Governing Law.* This Fourth Amendment is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and any actions to enforce or interpret the terms and provisions of this Fourth Amendment shall be brought and maintained in Pima County, Arizona.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

THE TOWN OF MARANA,
an Arizona municipal corporation

MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Jon Post, Mayor

By: _____
Amanda Wiggins
President/CEO

Date: _____

Date: _____

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

STATE OF ARIZONA)

ss.

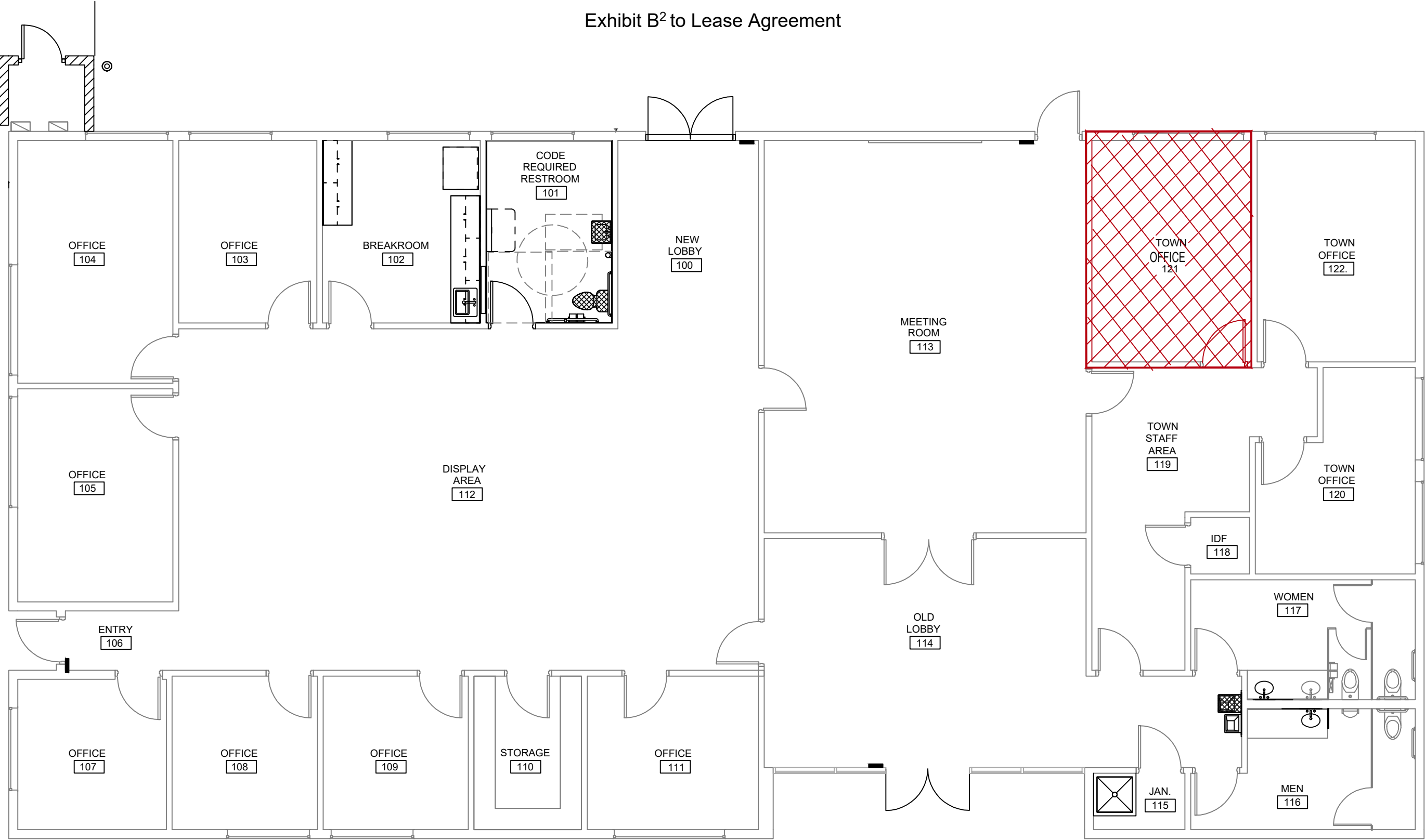
County of Pima)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by Amanda Wiggins, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)

Notary Public

Exhibit B² to Lease Agreement



 Areas Excluded from Leased Premises

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) non-profit corporation (the "Chamber"). The Town and the Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

1. *Property.* The Town is the owner of the property and improvements located at 13250 N. Lon Adams Road in Pima County, Arizona, as depicted in Exhibit A, attached to and incorporated in this Lease (the "Property").

2. *Lease.* The Town hereby leases to Chamber the following portions of the Property as the "Leased Premises" for the term of this Lease, subject to Chamber's performance of its obligations under this Lease:

- a. Exclusive use of the areas identified as the "exclusive use areas" in the diagram attached to and incorporated in this Lease as Exhibit B.
- b. Joint use, with the Town of Marana and the Town's permitted licensees or guests, if any, of the areas identified on Exhibit B as "joint use areas."
- c. Reasonable parking in the parking lot located just north of and adjacent to the Leased Premises, as depicted on Exhibit A.

3. *Term.* The initial term of this Lease shall be for five years commencing December 1, 2020 (the "Commencement Date"), unless sooner terminated as provided in this Lease. This Lease shall be reviewed 90 days before the end of the term, at which time the Parties will agree whether to terminate or continue this Lease for an additional term. Renewal shall be by written amendment, signed by both Parties.

4. *Rent.* In consideration for the terms and conditions of this Lease, and subject to adjustment as set forth in this paragraph, Chamber shall pay rent to the Town of \$1,000.00 each month during the term of this Lease. Rent shall be due and payable to the Town in advance on the 1st day of each month and shall be remitted to: The Town of Marana, Attn: Finance Department, 11555 W. Civic Center Dr., Marana, AZ 85653. Rent shall be paid without prior notice or demand. Any invoice provided by the Town is for courtesy only and any failure to send an invoice shall not relieve Chamber of its obligation to pay the rent in a timely manner. Rent payments made after the 5th day of each month shall be considered late and shall be subject to the late payment fee established by the Town Council in the Town's comprehensive fee schedule.

(A) Beginning on the second anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, the Town may increase the rent by an amount up to 5% above the rent applicable in the immediately preceding year.

(B) The Town must give Chamber at least 60 days' prior written notice of any increase in rent.

5. *Use.* Chamber shall use the Leased Premises for a Town of Marana visitors' center and office and conference room space for the administration and operation of the Chamber.

6. *Joint Use Areas.* The Town and the Town's licensees and guests shall have access at all reasonable times to the joint use areas, as those areas are identified in paragraph 2 above. The Town shall schedule and coordinate its use of a joint use area with Chamber prior to the date of the use. When there is a conflict in scheduling the use and occupancy of the joint use areas, Chamber shall have priority in scheduling over the Town and the Town's licensees and guests.

7. *Furnishings.* The Town shall lease the Leased Premises to Chamber unfurnished.

8. *Utilities.* The Town shall pay all utility expenses for the Leased Premises when they become due and payable, except for expenses for internet service. Chamber shall be responsible for obtaining and paying for internet service for the Leased Premises for Chamber's use.

9. *Repairs, Maintenance, and Custodial Services.* The Town shall pay all costs to repair the Leased Premises, shall maintain the exterior of and grounds around the Leased Premises, and shall pay for custodial services within the Leased Premises. Chamber shall report all maintenance issues to the Town's Facilities Division as soon as possible and no later than 24 hours after discovery. Chamber shall make any service requests to the Facilities Division via email or telephone.

10. *No Modifications.* Chamber shall not modify the Leased Premises or any of the improvements around or in any way associated with the Leased Premises, including the interior of the Leased Premises and any landscaping on the Leased Premises, without the prior written approval of the Town Manager or designee. If the Town Manager or designee gives written approval, Chamber shall be responsible for all expenses related to the alteration, improvement, addition, change, or modification. Any permanent improvement built, installed, or added on the Leased Premises shall become the property of the Town without compensation to Chamber.

11. *Non-Assignment.* Chamber's rights under this Lease cannot be assigned by Chamber nor shall Chamber grant any license in connection with the Leased Premises without the prior written approval of the Town Manager.

12. *Inspection.* The Town shall have the right at all reasonable times to inspect the Leased Premises and to require Chamber to correct any unsatisfactory conditions relative to Chamber's use of the Leased Premises pursuant to this Lease.

13. *Signs.* Chamber may affix and maintain upon the Property signs relating to the services provided on the Leased Premises as Chamber deems appropriate. Chamber must receive the Town's prior written approval, which will not be unreasonably withheld, as to type, size, color, location, copy nature, and display qualities for any signs that are visible outside of the Property. All signs used by Chamber on or about the Property, whether visible outside the Property or not, shall at all times comply with the Marana Land Development Code, and shall be installed and maintained at Chamber's sole cost.

14. *Environmental.* Chamber shall not cause or permit any hazardous or toxic substance or material to be brought upon, kept, or used in or about the Property by Chamber, its agents, employees, contractors or invitees. For purposes of this paragraph, "hazardous or toxic substance or material" does not include standard janitorial and office products. Chamber shall fully comply with all environmental rules and regulations with respect to its operations on the Leased Premises and shall remediate and clean up any contamination of the Property occurring during the term of this Lease, if the contamination is caused in whole or in part by the acts or omissions of Chamber, its agents, employees, contractors or invitees.

15. *Access/key control.* Chamber shall comply with any and all policies, procedures, rules or directives of the Town related to access to Town facilities and possession and use of Town keys, electronic access identification cards or other access devices.

16. *Indemnification.* To the fullest extent permitted by law, Chamber shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all claims, liabilities, losses, damage, cost and expense, including but not limited to reasonable attorneys' fees and/or litigation expenses, arising out of or resulting from the conduct or management of the Leased Premises, or any accident, injury, damage, or violation of law whatsoever occurring in or at the Leased Premises allegedly caused in whole or in part by any act or omission of Chamber or anyone directly or indirectly employed by it, its agents, representatives, contractors, subcontractors, licensees, or anyone for whose acts it may be liable, regardless of whether it is caused in part by the negligent act or omission of the Town or any of its officers, agents, or employees. To the fullest extent permitted by law, Chamber shall also indemnify the Town against any claim, liability, damage, cost, or expense arising out of the disposal, or release of any hazardous substance, hazardous waste, hazardous materials, or petroleum products or by products on, from or under the Leased Premises during the term of this Lease.

17. *Insurance.* Chamber shall maintain insurance with carriers acceptable to the Town with the following required coverages and limits:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$100,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Business Auto Liability	U.S. \$1,000,000 combined single limit

- a. Chamber shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 17 to the Town upon execution of this Lease. Chamber shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to: The Town Manager's Office at 11555 W. Civic Center Drive, Marana, Arizona 85653.
- b. The Town shall be named as an additional insured on the commercial general liability policy required by this paragraph 17. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.
- c. The certificate(s) shall also stipulate that the insurance afforded Chamber shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by Chamber. Coverage provided by Chamber shall be primary insurance with respect to all other available sources.
- d. The coverage requirements specified in this paragraph 17 may not be changed or modified except by written agreement signed by all Parties.
- e. Chamber shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 17. Chamber shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 17. Cancellation or reduction of any coverage required by this paragraph 17 is grounds for termination of this Lease by the Town.

18. *Chamber not an Agent of Town.* Chamber is not an agent of the Town for any purpose under this Lease or otherwise. Chamber shall control activities on the Leased Premises, except for activities of the Town or the Town's licensees or guests in the joint use areas and in the shared parking lot, and the Town shall not control those activities. Chamber's employees and servants shall not be under the control of the Town.

19. *Notices.* All notices, requests, demands, and other communications under this Lease shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to the Town, to: TOWN OF MARANA
Attn: Town Manager
11555 W. Civic Center Drive
Marana, AZ 85653

If to Chamber, to: MARANA CHAMBER OF COMMERCE, INC.
Attn: President/CEO
13250 N. Lon Adams Road
Marana, AZ 85653

20. *Entire Agreement.* This Lease constitutes the entire agreement and understanding of the Parties pertaining to the subject matter of the Lease and supersedes all offers, negotiations, and other agreements of any kind. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged in this Lease.

21. *Authority to Execute Lease.* The individuals executing this Lease hereby represent that they have full right, power, and authority to execute this Lease on behalf of their respective Parties.

22. *Force Majeure.* Notwithstanding any other term, condition or provision of this Lease to the contrary, if any Party to this Lease is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material shortages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

23. *Conflict of Interest.* This Lease is subject to the provisions of A.R.S. § 38-511, which provides for termination in certain instances involving conflicts of interest.

24. *Non-Discrimination.* Chamber shall comply with applicable state and federal rules concerning equal employment opportunity and non-discrimination. Chamber shall further comply with the Americans with Disabilities Act, to the extent applicable to Chamber's operation and the Leased Premises.

25. *Attorneys' Fees.* The prevailing Party in a civil action to enforce this Lease shall be entitled to recover from the other Party, in addition to any relief to which such prevailing Party may be entitled, all costs, expenses and reasonable attorneys' fees incurred in connection with that civil action.

26. *Governing Law.* This Lease shall be construed in accordance with the laws of the State of Arizona.

27. *Default/Termination.*

(A) Immediate Termination of Lease. This Lease may be terminated immediately by the Town for any of the following:

- (i) Chamber at any time is without the required insurance;
- (ii) Chamber violates any law, or permits any unlawful activities to be carried out on the Leased Premises;
- (iii) Chamber takes or fails to take any action and this action or non-action, in the Town's sole judgment, causes or exacerbates a threat to the health or safety of the general public or the users of the facility;
- (iv) Chamber creates or permits any waste or nuisance on the Leased Premises;
- (v) Chamber permits the consumption of alcohol on the Leased Premises.

(B) Other Defaults. For any other default, defined as a violation of any of the terms or conditions of this Lease, the non-breaching Party may terminate this Lease only if the breaching Party fails to cure the default within 30 days of receiving written notice from the non-breaching Party describing the default, except that a Party may terminate this Lease if the other Party is guilty of four such defaults in a 12-month period, even if each default was cured in a timely manner. Either Party may pursue any other remedies provided by law for the breach of this Lease. No right or remedy conferred or reserved is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy conferred or reserved in this Lease.

28. *Termination for Convenience.* Either Party may terminate this Lease without cause, for convenience with 90 days' written notice to the other Party.

29. *Surrender of Premises Upon Termination.* Upon termination of this Lease, Chamber agrees to surrender the Leased Premises to the Town in as good a condition as when received, ordinary wear and tear or damage resulting from causes beyond the reasonable control of Chamber excepted. Chamber shall remove any Chamber-built or installed improvements prior to vacating the Leased Premises if requested by the Town or unless requested to be left in place by the Town.

30. *Disposition of Personal Property Upon Termination.* Upon termination of this Lease, Chamber agrees that the personal property of the Town shall not be removed from the Leased Premises but shall be surrendered in good condition. Chamber agrees to remove all equipment and personal property belonging to Chamber upon termination of this Lease without causing damage to the Leased Premises. Any damage to the Leased Premises resulting from the removal of Chamber's personal property or equipment shall be solely the responsibility of Chamber.

31. *Liens.* Chamber shall timely pay all contractors, subcontractors, mechanics, laborers, or materialmen providing materials or services with respect to the Leased Premises, and shall not permit any lien to attach to the Leased Premises or Property or any interest in the Leased Premises or Property, and shall indemnify and defend the Town against all legal costs and charges resulting from any such lien.

32. *Miscellaneous.*

(A) This Lease may not be modified except in a writing signed by both of the Parties.

(B) The captions and section numbers appearing in this Lease are inserted only as a matter of convenience, and do not define, limit, construe or describe the scope or intent of such sections or articles of this Lease.

(C) This Lease may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same Lease.

(D) Neither Party's waiver of the other's breach of any term or condition contained in this Lease shall be deemed a waiver of any subsequent breach of the same or any other term or condition of this Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this instrument below.

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____

Ed Honea, Mayor

Date: 10/12/2020

ATTEST:

Cherry L. Lawson
Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy
for Frank Cassidy, Town Attorney

MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____

Audra Winters, IOM
President/CEO

Date: 9-28-20

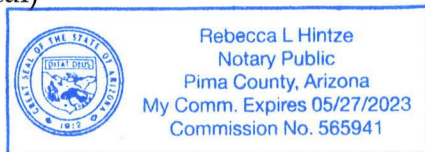
STATE OF ARIZONA)

ss.

County of Pima)

The foregoing instrument was acknowledged before me this 28th day of September, 2020
by Audra Winters, President/CEO of MARANA CHAMBER OF COMMERCE, INC., an Arizona
501(c)(6) non-profit corporation, on behalf of the corporation.

(Seal)



Rebecca L. Hintze
Notary Public

LIST OF EXHIBITS

Exhibit A: Map of Property

Exhibit B: Diagram of Leased Premises

Parcel
217370610

Parcel
217370570

Parcel
217370560

N LON ADAMS RD

Exhibit A to Lease Agreement

13250 N. Lon Adams Road



0 5 10 20
Yards

[illegible]

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Areas excluded from Leased Premises
Exclusive use areas within Leased Premises
Joint use areas within Leased Premises



Council-Regular Meeting

C7

Meeting Date: 06/03/2025

To: Mayor and Council

Submitted For: Libby Shelton, Town Magistrate

From: Libby Shelton, Town Magistrate

Date: June 3, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-052: Relating to Municipal Court; approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers and approving the appointment of Amanda Werner as a civil traffic violation hearing officer for the Marana Municipal Court (Libby Shelton)

Discussion:

A.R.S. Section 28-1553 and Marana Town Code Section 5-2-3 provide that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases. For a number of years, in the interests of efficiency and timely customer service, a civil traffic violation hearing officer has been appointed to assist with signing minute entries pertaining to civil traffic cases as well as signing orders amending civil traffic cases, when the judge is unavailable.

On June 6, 2017, the Council appointed Kimberly Epling as a civil traffic violation hearing officer for Marana Municipal Court. On August 3, 2021, the Council appointed Ramona Silence as a civil traffic violation hearing officer for Marana Municipal Court. On October 18, 2022, the Council appointed Mary Soehnle as a civil traffic violation hearing officer for Marana Municipal Court. On September 19, 2023, Kimberly Epling, Ramona Silence and Mary Soehnle were re-appointed as civil traffic violation hearing officers with terms concurrent with Judge Laine McDonald's term. With Judge Laine McDonald's appointment to Pima County Superior Court, the term of her contract has ended. Therefore, Judge Shelton seeks to reappoint Kimberly Epling, Ramona Silence

and Mary Soehnle as civil traffic violation hearing officers retroactive to May 3, 2025 and with three-year terms expiring June 3, 2028. They have displayed exemplary performance in their roles as civil traffic violation hearing officers since their initial appointments.

Additionally, to ensure consistent availability of civil traffic violation hearing officers, Judge Shelton recommends appointment of Amanda Werner as a civil traffic violation hearing officer for a three-year term expiring June 3, 2028. Ms. Werner has completed the Arizona Supreme Court Civil Hearing Officer training program and has displayed exemplary performance in her previous role as a court clerk and now as a courtroom specialist.

Staff Recommendation:

Staff recommends approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers and the appointment of Amanda Werner as civil traffic violation hearing officer for Marana Municipal Court.

Suggested Motion:

I move to adopt Resolution No. 2025-052 approving the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle as civil traffic violation hearing officers and the appointment of Amanda Werner as a civil traffic violation hearing officer for the Marana Municipal Court.

Attachments

Resolution No. 2025-052

MARANA RESOLUTION NO. 2025-052

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF KIMBERLY EPLING, RAMONA SILENCE, AND MARY SOEHNLE AS CIVIL TRAFFIC VIOLATION HEARING OFFICERS AND APPROVING THE APPOINTMENT OF AMANDA WERNER AS A CIVIL TRAFFIC VIOLATION HEARING OFFICER FOR THE MARANA MUNICIPAL COURT

WHEREAS Section 5-2-3 of the Marana Town Code provides that the Town Magistrate, with the approval of the Town Council, may appoint one or more hearing officers to preside over civil traffic violation cases; and

WHEREAS the current civil traffic violation hearing officers had terms concurrent with Judge Laine McDonald's term which ended when she left the Town of Marana to become a Pima County Superior Court Judge; and

WHEREAS Kimberly Epling was originally appointed as a civil traffic violation hearing officer on December 4, 2018 and has been continuously reappointed since that date; and

WHEREAS Ramona Silence was appointed as a civil traffic violation hearing officer on August 3, 2021 and has been reappointed since that date; and

WHEREAS Mary Soehnle was appointed as a civil traffic violation hearing officer on October 18, 2022 and has been reappointed since that date; and

WHEREAS Amanda Werner has completed the Arizona Supreme Court Civil Hearing Officer training program; and

WHEREAS the Town Magistrate wishes to reappoint Kimberly Epling, Ramona Silence, and Mary Soehnle to serve as civil traffic violation hearing officers and appoint Amanda Werner to serve as a civil traffic violation hearing officer on as-needed basis; and

WHEREAS the Town Council finds that Kimberly Epling, Ramona Silence, Mary Soehnle, and Amanda Werner possess the requisite skill and character to perform as civil traffic violation hearing officers.

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

SECTION 1. The Town Council hereby approves the reappointment of Kimberly Epling, Ramona Silence, and Mary Soehnle to serve as civil traffic violation hearing officers with a term retroactively effective to May 3, 2025 and expiring on June 3, 2028.

SECTION 2. The Town Council hereby approves the appointment of Amanda Werner to serve as a civil traffic violation hearing officer on an as-needed basis, with a term expiring on June 3, 2028.

SECTION 3. The Town Council further directs that the hearing officers, Kimberly Epling, Ramona Silence, Mary Soehnle, and Amanda Werner, who are regular employees of the Town, shall receive no additional compensation as hearing officer other than regular pay and benefits as an employee of the Town.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney



Council-Regular Meeting

C8

Meeting Date: 06/03/2025

To: Mayor and Council

Submitted For: Libby Shelton, Town Magistrate

From: Libby Shelton, Town Magistrate

Date: June 3, 2025

Strategic Plan Focus Area:

Not Applicable

Subject: Resolution No. 2025-053: Relating to Municipal Court; approving the reappointment of Frank Anjakos, David Deibel, and Maria Felix as magistrates pro tempore for the Marana Municipal Court and amending the termination date of magistrate pro tempore Alfred McDonald's Appointment (Libby Shelton)

Discussion:

The Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence.

On September 19, 2023, the Town Council reappointed Frank Anjakos, David Deibel and Maria Felix as magistrates pro tempore with terms concurrent to Judge McDonald's term, to be used as-needed when Judge McDonald was unavailable for court. Judge McDonald is now serving as a judge on the Pima County Superior Court, and Judge Shelton's agreement was approved for a three-year term beginning May 3, 2025. Since the current magistrates pro tempore terms were concurrent to Judge McDonald's term and her term has ended, this agenda item is before you to reappoint Frank Anjakos, David Deibel and Maria Felix as magistrates pro tempore and have their appointment terms be retroactively effective to May 3, 2025 with a termination date of June 3, 2028. Additionally, this item would change the termination date for the appointment of magistrate pro tempore Alfred McDonald to June 3, 2028, as well. Based on Judge Shelton's review, all recommended individuals meet the

qualifications imposed by Arizona law and the Court's requirements for service as judge pro tempore, and possess the requisite skill and character to perform the duties of a judge pro tempore.

Staff Recommendation:

Staff recommends approval of this resolution.

Suggested Motion:

I move to adopt Resolution No. 2025-053, approving the reappointment of Frank Anjakos, David Deibel, and Maria Felix as magistrates pro tempore for the Marana Municipal Court and amending the termination date of magistrate pro tempore Alfred McDonald.

Attachments

Resolution No. 2025-053

MARANA RESOLUTION NO. 2025-053

RELATING TO MUNICIPAL COURT; APPROVING THE REAPPOINTMENT OF FRANK ANJAKOS, DAVID DEIBEL, AND MARIA FELIX AS MAGISTRATES PRO TEMPORE FOR THE MARANA MUNICIPAL COURT AND AMENDING THE TERMINATION DATE OF MAGISTRATE PRO TEMPORE ALFRED MCDONALD'S APPOINTMENT

WHEREAS Section 5-2-1 of the Marana Town Code provides that the Town Council may appoint special magistrates or acting magistrates, also known as magistrates pro tempore, for the purposes of hearing a particular case or acting as the Town Magistrate in the Town Magistrate's absence; and

WHEREAS the Town Council, upon recommendation of the Town Magistrate, has determined that it is necessary to appoint qualified individuals to serve as magistrates pro tempore on an as-needed basis in the Marana Municipal Court; and

WHEREAS on September 19, 2023, via Resolution No. 2023-096, the Town Council reappointed Frank Anjakos, David Deibel, and Maria Felix as magistrates pro tempore with terms concurrent with Judge McDonald's term; and

WHEREAS Judge McDonald is now serving on Pima County Superior Court, and, as such, her term has ended; and

WHEREAS on April 15, 2025, via Resolution No. 2025-036, the Town Council appointed Libby Shelton as Marana Town Magistrate for a three-year term beginning May 3, 2025; and

WHEREAS the Town Magistrate recommends that the Town Council reappoint Frank Anjakos, David Deibel, and Maria Felix retroactively effective from May 3, 2025 and terminating on June 3, 2028, to continue their service as magistrates pro tempore on an as-needed basis; and

WHEREAS on May 6, 2025, via Resolution No. 2025-039, the Town Council appointed Alfred McDonald as magistrate pro tempore with a term concurrent to Judge Shelton's term; and

WHEREAS the Town Magistrate seeks to amend the termination date of Alfred McDonald's appointment to June 3, 2028; and

WHEREAS the Town Council finds that these individuals meet the qualifications imposed by Arizona law and possess the requisite skill and character to perform as magistrates pro tempore.

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

SECTION 1. Frank Anjakos, David Deibel, and Maria Felix are hereby reappointed to continue their service as magistrates pro tempore for the Marana Municipal Court on an as-needed basis, retroactive to May 3, 2025 with a termination date of June 3, 2028.

SECTION 2. Magistrate Pro Tempore Alfred McDonald's appointment termination date is changed to June 3, 2028.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of June, 2025.

ATTEST:

Jill McCleary, Town Clerk

Mayor Jon Post

APPROVED AS TO FORM:

Jane Fairall, Town Attorney



Council-Regular Meeting

C9

Meeting Date: 06/03/2025

To: Mayor and Council

Submitted For: Curt Woody, Director of Economic Development and Tourism

From: Stefanie Boe, Tourism and Marketing Manager

Date: June 3, 2025

Strategic Plan Focus Area:

Thriving Commerce, Cherished Heritage

Subject: Resolution No. 2025-054: Relating to Economic Development and Tourism; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2025-2026 to support operation of the Marana Visitor Center and provision of services to the Marana community (Curt Woody)

Discussion:

The Marana Chamber of Commerce was established in 1987 with a vision to "promote a thriving community through connected business leadership." The Chamber's mission is for staff and members to work collaboratively with all industries and levels of government to build a balance between economic growth and quality of life in our community. For many years, the Town and the Chamber have worked collaboratively to promote economic development and commerce in the Town of Marana, with the Town providing annual funding to the Chamber for these purposes pursuant to a funding agreement approved by Council. Under the proposed agreement for FY 25-26, the Town will provide \$70,000 in funding for the Chamber's operation of the Marana Visitor Information Center and for other activities undertaken by the Chamber pursuant to the agreement. Under the agreement, the Chamber will: 1. Operate the Marana Visitor Information Center during established business hours of 9:00 AM – 4:00 PM, Monday through Thursday and 9:00 AM-12:00 PM, on Friday, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. The Chamber and Town will also collaborate on finding ways to improve the Visitor Center's appearance

and experience, and in finding volunteer staffing for the Center. 2. Provide a link to the Town's tourism website for visitor information. 3. Include the Discover Marana logo on the Chamber's community investors list and tourism materials. 4. Provide opportunities, as requested, for representatives of the Town to address the Marana community. These opportunities may be as part of another event organized by the Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events. 5. Produce and distribute a map of Marana streets and incorporated boundaries and a membership directory. The Town may request up to 2,500 maps and directories from the Chamber for the Town's own distribution. Town will have option to submit tourism content (3-4 page spread) in the annual guide. 6. Coordinate with the Town Manager's office staff to organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs. 7. Partner with the Town to promote tourism, including participating in any tourism development initiatives organized and implemented by the Town and the Town's Tourism Master Plan. 8. Partner with the Marana Film Office on events and activities to promote the film industry in the Town. The Chamber will monitor and report quarterly on progress in each of these categories. The term of the agreement is one year, expiring on June 30, 2026.

Financial Impact:

Fiscal Year: 2026
Budgeted Y/N: Y
Amount: \$70,000

The amount of \$70,000 is budgeted in the Bed Tax Fund and remains unchanged from the previous year.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-054, approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2025-2026 to support the operation of the Marana Visitor Information Center and provision of services to the Marana community.

Attachments

Resolution No. 2025-054
Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-054

RELATING TO ECONOMIC DEVELOPMENT AND TOURISM; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE TOWN OF MARANA AND THE MARANA CHAMBER OF COMMERCE, INC. FOR FISCAL YEAR 2025-2026 TO SUPPORT OPERATION OF THE MARANA VISITOR CENTER AND PROVISION OF SERVICES TO THE MARANA COMMUNITY

WHEREAS Thriving Commerce is a focus area of the Town's Strategic Plan and has a goal to expand Marana's thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events; and

WHEREAS to achieve this goal, the Town seeks to enhance visitor experiences and partner with stakeholders to promote Marana's entertainment, recreation, sports and cultural events, and hospitality venues; and

WHEREAS the Marana Chamber of Commerce operates the Marana Visitor Center and provides other services to the Town and the community; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the public to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for FY 2025-2026 in substantially the form set forth on Exhibit A attached to and incorporated within this resolution by this reference is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF
MARANA, ARIZONA, this 3rd day of June, 2025.

Mayor Jon Post

ATTEST:

APPROVED AS TO FORM:

Jill McCleary, Town Clerk

Jane Fairall, Town Attorney

FUNDING AGREEMENT
MARANA CHAMBER OF COMMERCE, INC.

THIS FUNDING AGREEMENT ("Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation ("Town") and the MARANA CHAMBER OF COMMERCE, INC., an Arizona 501(c)(6) nonprofit corporation ("Chamber"). The Town and Chamber are sometimes referred to collectively as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Thriving Commerce is a focus area of the Town's Strategic Plan and has a goal to expand Marana's thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events. To achieve this goal, the Town seeks to enhance visitor experiences and partner with stakeholders to promote Marana's entertainment, recreation, sports and cultural events, and hospitality venues.

B. Chamber is a nonprofit corporation that serves to improve the economic environment for its members and the community as a whole and operates a Visitor Center and provides other services for the community that promote tourism and, therefore, benefit the Town and its residents.

C. Town has determined that the general welfare of the citizens of Marana will be substantially advanced by authorizing the funding under the terms and conditions and for the purposes as set forth in this Agreement.

D. The Parties acknowledge that tracking Town payments and Chamber outputs and outcomes resulting from Town funding is prudent practice to assure that public funds are appropriately used, and that the public receives the anticipated benefits of the funding.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here by reference, the Parties agree as follows:

Section 1. Funding. Town hereby commits \$70,000 of funding from Town's Fiscal Year 2025-2026 budget to Chamber to assist in funding Chamber's Tourism and Economic Development activities under this Agreement.

Section 2. Town Representative. Chamber shall report to and coordinate duties with the Town Manager's Office staff (the "Town Representatives").

Section 3. Outputs. Between July 1, 2025, and June 30, 2026, Chamber hereby agrees to provide the following outputs with Town's general assistance, funding provided under this Agreement:

3.1. Chamber will operate the Marana Visitor Center during established business hours of Monday through Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays, and will comply with all regulations established by the Arizona Office of Tourism for the operation of Local Visitor Information Centers. Chamber and Town will collaborate on finding ways to improve the Visitor Center's appearance and experience, and staffing from volunteers.

3.2. Chamber will provide a link on its website to the Town's tourism website for visitor information.

3.3. Chamber will include the Discover Marana logo on the Chamber's community investors list and tourism materials.

3.4. Chamber will provide opportunities, as requested, for representatives of Town to address the Marana community. These opportunities may be as part of another event organized by Chamber, including Chamber networking breakfasts, Quarterly Business Connection lunches, community and regional updates, legislative and economic development briefings, or other similar events.

3.5. Chamber will produce and distribute a map of Marana streets and incorporated boundaries and a membership directory/guide. Town may request from Chamber a maximum of 2,500 maps and 2,500 directories/guide for its own distribution. Town will have the option to submit tourism content (3-4 page spread) in the annual guide.

3.6 Chamber will coordinate with the Town Representatives to organize and execute the "State of the Town" event to provide Town officials the opportunity to address the community on current affairs.

3.6.1 Town will establish the event theme, brand, and the State of the Town presentation. The Town's established brand package will be delivered to Chamber. Use of brand package shall be approved by Town prior to printing. The Town presentation shall include: speech preparation and coordination with the Mayor and additional speakers, audio/visuals, rehearsals, and final run-through.

3.6.2 Chamber will manage State of the Town event logistics relating to Chamber operations, including sponsorships and table reservations. Chamber shall use the Town's established brand package across their print deliverable needs (table tents,

programs, etc.). Prior to printing, Chamber shall submit print deliverable to Town prior to printing.

3.6.3 Town and Chamber will both market the State of the Town.

3.7 Chamber will partner with Town to promote tourism, including, but not limited to, participating in any tourism development initiatives organized and implemented by Town and the Town's Tourism Master Plan. Chamber will partner with the Town to develop marketing campaigns to promote local tourism using social media, brochures, and local events.

3.8 Chamber will partner with the Marana Tourism office on events and activities to promote the film industry in Town.

Section 4. Payments. Town shall pay Chamber in three installments of \$23,333.33 each, once per quarter, except the fourth quarter of Town's fiscal year, upon receipt of a completed Payment Request Form in substantially the form attached as Exhibit A.

Section 5. Reporting. Within 15 days after the end of each calendar quarter for which Chamber receives funding under this Agreement or before receiving its next quarterly payment, whichever occurs first, Chamber shall complete and submit to Town a written quarterly report in substantially the form attached as Exhibit B, demonstrating Chamber's progress toward the outputs listed in Section 3 of this Agreement. Town may additionally request a written or oral report from Chamber at any time demonstrating Chamber's progress in complying with each of the outputs listed in Section 3 of this Agreement.

Section 6. Required Insurance. Before receiving any payment under this Agreement, Chamber shall deliver to Town one or more certificates of insurance with carriers acceptable to Town evidencing the following minimum coverages for at least the term of this Agreement:

6.1. \$1,000,000 per occurrence commercial general liability coverage with Town listed as additional insured. Chamber shall deliver an additional insured endorsement along with the certificate(s) of insurance required by this Section. As an additional insured, Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of Chamber.

6.2. \$1,000,000 per occurrence business automobile liability (if the Chamber has vehicles)

6.3. \$1,000,000 per occurrence directors and officers coverage with Town listed as additional insured.

6.4. State of Arizona minimum workers' compensation coverage

6.5. The coverage requirements specified in this Section may not be changed or modified except by written agreement signed by all Parties.

Section 7. Corporate Documents. Before receiving initial payment under this Agreement, Chamber shall ensure that copies of the following Chamber documentation, including any and all amendments are on file with Town:

- 7.1. Articles of incorporation.
- 7.2. Current bylaws.
- 7.3. List of current members of Chamber's Board of Directors.
- 7.4. Current fiscal year's budget approved by Chamber's Board of Directors.
- 7.5. Internal Revenue Service designation letter.

Section 8. Amendments to Insurance and Documentation. True and accurate copies of any amendments during the term of this Agreement to coverages or terms of insurance required by Section 6 above or to Chamber's corporate documentation listed in Section 7 above shall be provided to Town as soon as practicable after approval, but in any event not later than one calendar week after they become effective. Amendments that reduce the insurance coverages below the minimums set forth in Section 6 above or that in Town's reasonable opinion materially affect Chamber's ability to deliver the outputs set forth in Section 3 above constitute default for which Town may withhold payment until Chamber restores the minimum insurance coverages or restores Chamber's ability to deliver the outputs.

Section 9. Default and Dispute Resolution. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 11 below to the Defaulting Party, stating the nature of the default claimed and demanding that the default be corrected. The Defaulting Party shall then have 20 days from the date of the notice within which to cure the default. If any default is not cured within 20 days, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in paragraphs 9.1 and 9.2 below.

9.1. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve among themselves, the Parties agree that there shall be a 21-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Chamber and Town. If the Parties cannot agree upon the selection of a mediator

within seven days, then within three days thereafter Town shall (on its behalf and on behalf of Chamber) request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The cost of mediation shall be divided equally between the mediating Parties. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium period.

9.2. Arbitration. If mediation (paragraph 9.1 above) fails to result in resolution of the dispute, the dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by all Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

Section 10. Indemnification. Chamber agrees to defend, save, hold harmless, and indemnify Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from Chamber's errors, omissions, or negligent acts in the performance of activities pursuant to this Agreement.

Section 11. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To Town:

TOWN OF MARANA
Director of Economic Development and Tourism
11555 West Civic Center Drive, Building A3
Marana, Arizona 85653

With a copy to:

TOWN OF MARANA
Town Attorney
11555 West Civic Center Drive Building A3
Marana, Arizona 85653

To Chamber:

MARANA CHAMBER OF COMMERCE, INC.
President and CEO
13251 N. Lon Adams Rd.

Marana, Arizona 85653

Section 12. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by Town or Chamber of the breach of any term of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other term of this Agreement.

Section 13. Attorney's Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver, requiring disputes to be resolved by binding arbitration.

Section 14. Headings. The descriptive headings of this Agreement are inserted to assist in understanding the meaning and construction of this Agreement.

Section 15. Recitals. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

Section 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.

Section 17. Time Essence. Time is of the essence for purposes of this Agreement.

Section 18. No Assignment. Chamber's obligations under this Agreement may not be assigned without the written consent of the Town Manager or designee.

Section 19. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Town and Chamber. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

Section 20. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 21. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

Section 22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

Section 23. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed by this Agreement.

Section 24. Good Standing; Authority. Chamber represents and warrants to Town that it is duly formed and validly existing under the laws of the State of Arizona. Town represents and warrants to Chamber that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

Section 25. 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.

Section 26. 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.

Section 27. Interpretation. This Agreement has been negotiated by Town and Chamber, 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.

Section 28. Force Majeure. If any Party is unable to perform under this Agreement by reason of "force majeure," then the failure to perform shall not constitute a default under this Agreement as long as the non-performing Party uses its best effort to remedy with all reasonable speed the event or condition causing the non-performance and performance can be restored within a reasonable amount of time. "Force majeure" means any condition or event not reasonably within the control of a Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities.

Section 29. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by government entities in certain instances involving conflicts of interest.

Section 30. Immigration Laws. Chamber warrants that it, and any subcontractor who performs any work for Chamber under this Agreement, will at all times comply with all federal immigration laws and regulations that relate to its employees and with Arizona Revised Statutes section (A.R.S. §) 23-214 (A). Chamber acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Agreement subject to penalties up to and including termination of this Agreement, and that Town retains the legal right to inspect the papers of any employee who works on the Agreement to ensure compliance with this warranty.

Section 31. Israel Boycott Divestments. Chamber certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393.

Section 32. Effective Date; Term. This Agreement is effective on the date of the last Party's signature below and shall automatically terminate and shall thereafter be void for all purposes on June 30, 2026, unless sooner terminated by the mutual consent of the Parties.

[SIGNATURE PAGE FOLLOWS]

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

Town:
THE TOWN OF MARANA,
an Arizona municipal corporation

Chamber:
MARANA CHAMBER OF COMMERCE, INC.,
an Arizona 501(c)(6) non-profit corporation

By: _____
Jon Post, Mayor

By: _____

Printed: _____

Date: _____

Its: _____

Date: _____

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

EXHIBITS

- A. Payment Request Form
- B. Quarterly Report Form

TOWN OF MARANA

EXHIBIT A - PAYMENT REQUEST FORM (FY 2025-2026)

Agency/Contractor: Marana Chamber of Commerce, Inc.Project Name: Visitor's Center OperationsPrepared by: _____
Name: _____ Title: _____Authorized by: _____
Authorized Signer _____ Date: _____

Period Reimbursement Requested For: _____

Payment Number: _____ Expenditures This Period: \$ _____

+ / - Adjustments (Program Income/Other): \$ _____

Net Request This Period: \$ _____

Line Item	Line Item Description	Approved Budget (A)	Expenditures This Period (B)	Expenditures Prior Periods (C)	Balance (D)
1.	Services Support	\$ 70,000.00	\$ -0-	\$ -0-	\$ 70,000.00
2.					
3.					
4.					
5.					
	TOTAL (must total Town of Marana award)	\$	\$	\$	\$

NOTE: For each line item, the figures in Columns (B), (C), and (D) must total the figure in Column (A).

MANAGER APPROVAL: _____ QUARTERLY REPORT RECEIVED: £ YES DATE: _____

FINANCE APPROVAL: _____ CHECK NUMBER: _____ DATE: _____

All requests for budget changes are required to be submitted in writing and approved by Economic Development and Tourism. Changes will only be allowed as long as the total dollar amount contracted for remains the same, the costs are eligible and the 20% administrative cap is not exceeded. **Failure to submit timely quarterly performance measures reports may delay the processing of payment requests.**

Town of Marana

Quarterly Report - Exhibit B

Fiscal Year 2025-2026

Agency Name: Marana Chamber of Commerce, Inc.**Project:** Visitor's Center Operations

Projected Annual Performance Outcomes and Measurement	July 1-September 30 2025	October 1-December 31 2025	January 1-March 31 2026	April 1-June 30 2026	Year-to- Date Totals	List of Activities with Date
Output: The Chamber will produce and distribute 8,000 Official Marana Guides/Map to area merchants, visitor centers, and attractions. Data Source: Chamber records						
Output: The Chamber will offer up to 2,500 of the 8000 Official Marana Guides/Map to the town for town distribution. Data Source: Chamber records						
Output: The Visitor's Center will operate Monday - Thursday, 9:00 am to 4:00 pm, and Friday 9:00 am to 12:00 pm, observing regular holidays. Data Source: Calendar						
Output: The Visitor Center will track attendance and target a 10% increase over the 2024-2025 fiscal year total. Data Source: Chamber records						
Output: The Chamber will track the number of tourism-related activities it performs. Data Source: Chamber records						



Council-Regular Meeting

C10

Meeting Date: 06/03/2025

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: June 3, 2025

Subject: Approval of Regular Council Meeting Summary Minutes of May 20, 2025 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 05/20/2025



MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, May 20, 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

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. All 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.

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

CALL TO THE PUBLIC

Randy Karrer addressed the Council to express opposition to the Linda Vista 52 annexation. His concerns included resident notification, the annexation process, property rights, and potential conflicts of interest. He stated that he had submitted six public

records requests and had not yet received a response. **Vice Mayor Ziegler** requested that **Town Manager Terry Rozema** obtain additional information regarding **Mr. Karrer's** request.

Rhonda Karrer spoke in opposition to the Linda Vista 52 annexation. She said that she attended the May 8th meeting about the proposed development, and she continued to have several concerns about the process and potential negative impacts on her family's property and the nearby existing properties.

John Harkey asked the Council to vote against the Linda Vista 52 annexation and cited a signed petition of 78 neighbors opposed to the plan. He said that, in his view, the proposed development could diminish community trust, negatively impact the environment, reduce property values, and contribute to perceptions of favoritism due to the mayor's family ties to one of the landowners.

Cheryl Hall spoke about the potential impact of the Linda Vista 52 annexation on her property and neighborhood. She expressed concerns about the overall process and the loss of property values. She encouraged the Council to vote against the proposed annexation.

Angela Cohen addressed the Council in opposition to the Linda Vista 52 annexation. She expressed concern about the accuracy of data that had been presented previously. She stated that the annexation threatens her family's investment and that any cost-benefit analysis should include potential losses in property value.

Mark Brazier addressed the Council in opposition to the Linda Vista 52 annexation and stated concerns about traffic on Linda Vista Boulevard. He requested communication on traffic plans and whether road expansion would precede or follow the start of the project.

Jennie DeBray spoke in opposition to the Linda Vista 52 annexation. She said that the development contradicts Marana's stated goals and encouraged Council members to visit the location. She expressed ethical concerns about the mayor's actions and his connection to the landowners involved. **Ms. DeBray** stated that affected residents will continue to oppose the annexation.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh reported attending a tour of the Airline-Lambert Water Treatment Facility and commended the Water Department staff for their efforts in water treatment and purification.

Vice Mayor Ziegler reported attending the May 8th public hearing regarding the Linda Vista 52 annexation, the Rockin' 4 Heroes fundraiser, the 88-CRIME fundraiser, the Arizona LD 17 meeting, and shared information about the upcoming golf tournament supporting the Marana Veterans' Cemetery.

Mayor Post reported attending the Run for the Wall event and accepted a plaque on the Town's behalf. He also provided updates from a meeting with Union Pacific leadership regarding the Tangerine Road project. **Council Member Commerford** inquired about the number of motorcycle riders at the Run for the Wall event. **Mayor Post** replied that the number was 370 riders and provided background information on the event's history in Marana.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Rozema reported that 55 single-family residential permits were issued as of mid-May, compared to 167 in May 2024. He noted that the Marana Aquatics & Recreation Center (MARC) membership had reached 1,531 memberships and over 6,400 members. He reported on the success of the Mother's Day 5K and noted the Marana Police Department raised nearly \$3,000 at the Tip-a-Cop fundraiser. He also announced that Twin Peaks Road would close for summer construction work on Rattlesnake Pass.

PRESENTATIONS

P1 Relating to Budget; presentation of third quarter results (July-March) for the Town's General Fund and other selected major funds for the 2024-2025 fiscal year (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis presented on this item. He noted that the third quarter financial report, as presented, was unaudited. He indicated that the Town has had strong revenue and that the overall numbers are expected for this time of the year. For more details, please refer to the presentation slides, including tables and graphical representations. A copy of the presentation slides is on file with the Town Clerk's Office.

CONSENT AGENDA

C1 Resolution No. 2025-040: Relating to Development; approving a Final Plat for Silverbell Ridge, Lots 1 – 55 and Common Areas "A-1" through "A – 4" (Natural Open Space), Common Areas "B-1 through B-5" (Landscape/Grading/Drainage) and Common Area "C" (Recreation) located approximately one-quarter of a mile south of Ina Road, west of Silverbell Road (Scott Radden)

C2 Resolution No. 2025-041: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Fiber Optic Communications License Assignment

with Licensor Consent (Ting Fiber, LLC to Wyverd Connect LLC) and the First Amendment to Fiber Optic Communications License issued to Wyverd Connect LLC (Jane Fairall)

C3 Relating to Procurement; approving a change order to the contract with Westland Resources Inc. in the amount of \$27,514.75 for the Marana Park Reservoir project (WT046) and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Heidi Lasham)

C4 Approval of Regular Council Meeting Summary Minutes of May 6, 2025 (Jill McCleary)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2025-042: Relating to Mayor and Council; establishing the compensation and vehicle and phone allowances for the elective officers of the Town; providing that the elective officers of the Town may choose a Town-issued phone in lieu of a phone allowance; and designating effective dates (Jane Fairall)

Town Attorney Jane Fairall presented this item. She stated the resolution sets monthly vehicle allowances at \$500 for the Mayor, \$400 for the Vice Mayor, and \$350 for Council Members, and that the existing phone allowance of \$125 per month will remain in place, with the option to receive a Town-issued phone as an alternative. **Ms. Fairall** indicated that in accordance with Arizona state law, any salary adjustments outlined in the resolution will take effect following the 2026 General Election.

Vice Mayor Ziegler moved to adopt Resolution No. 2025-042. Council Member Kai seconded the motion. Motion passed, 7-0.

A2 Resolution No. 2025-043: Related to Real Estate; authorizing the Mayor to sign an "Agreement for Purchase and Sale of Real Property and Escrow Instructions" with Marana Health Center, Inc.; and approving the transfer of up to \$1,004,000 in budgeted expenditure authority from the General Fund Contingency line item to the Land Acquisition line item for fiscal year 2024-2025 for acquisition and expenses related to the Marana Health Center, Inc. land acquisition (George Cardieri)

Mr. Rozema presented on this item and provided background on the agreement's history with the Marana Health Center. **Mayor Post** expressed support for the acquisition. **Council Member Cavanaugh** asked whether the parcel was contiguous with the planned downtown property and inquired about its intended use. **Mr. Rozema** responded that the Marana Aquatics & Recreation Center (MARC) property sits adjacent to the parcel and that the Council will determine the future use of the property. **Council Member Commerford** inquired about the parcel's size. **Mr. Rozema** said it was 3.1 acres.

Council Member Cavanaugh moved to adopt Resolution No. 2025-043. Council Member Officer and Council Member Kai seconded the motion. Motion passed, 7-0.

A3 Ordinance No. 2025.010: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule; and designating an effective date (Yiannis Kalaitzidis)

Resolution No. 2025-044: Relating to Finance; declaring as a public record filed with the Town Clerk the amendments to the Town of Marana Comprehensive Fee Schedule adopted by Ordinance No. 2025.010 (Yiannis Kalaitzidis)

Mr. Kalaitzidis presented on the proposed updates to the Town's comprehensive fee schedule. He indicated that the changes are not expected to result in any significant financial impact on residents or the Town. He noted that the updates would be effective on July 1, 2025.

Vice Mayor Ziegler moved to adopt Ordinance No. 2025.010 and Resolution No. 2025-044. Council Member Officer seconded the motion. Motion passed, 7-0.

A4 PUBLIC HEARING: Resolution No. 2025-045: Relating to Budget; adopting the fiscal year 2025-2026 tentative budget (Yiannis Kalaitzidis)

Mayor Post opened the public hearing at 6:57 PM

Mr. Kalaitzidis presented on the adoption of the FY 2025-2026 tentative budget of \$416.2 million. He noted revisions from the previously presented Manager's Recommended Budget. **Mr. Kalaitzidis** stated that the budget maintains a structurally balanced framework and reflects conservative revenue projections with key investments. He said that if the tentative budget was adopted, the public hearing for the final budget adoption will occur on June 17, 2025. No public comments were received during the public hearing. Please see the presentation slides for details regarding the presentation, including tables and graphical information. A copy of the presentation slides is on file with the Town Clerk's Office.

Council Member Commerford stated that she will continue advocating for providing Town employees with time off between Christmas and New Year's Day next year. **Vice Mayor Ziegler** noted that the annual payment for Town employees at the top of their pay range has increased, as have tuition reimbursement amounts. She also noted the reduction in the overall budget from fiscal year 2024-2025 to fiscal year 2025-2026.

Vice Mayor Ziegler moved to adopt Resolution No. 2025-045. Council Member Kai seconded the motion. Motion passed, 7-0.

The public hearing ended at 7:06 PM

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action or direction regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of other governmental bodies (Terry Rozema)

Mr. Rozema reported that the Governor vetoed 58 bills since the last Council meeting. He noted the Governor vetoed the law enforcement defunding prohibition bill, which the Town had opposed. He also stated the state budget was still under negotiation.

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

Mayor Post requested future agenda items. There were no requests for future agenda items from Council Members.

ADJOURNMENT

Regular Council Meeting Summary Minutes
May 20, 2025

Mayor Post asked for a motion to adjourn.

Council Member Kai moved to adjourn the meeting. Motion passed, 7-0. The meeting was adjourned at 7:08 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on May 20, 2025. I further certify that a quorum was present.

Jill McCleary, Town Clerk



Council-Regular Meeting

L1

Meeting Date: 06/03/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: June 3, 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 location / owner transfer series #007 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Tucson Soccer Center, located at 7061 North Camino Martin Suite 120, Tucson, Arizona, 85741 (Jill McCleary)

Discussion:

This application is for a location / owner transfer series #007 Beer and Wine Bar liquor license at Tucson Soccer Center, located at 7061 North Camino Martin Suite 120, 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 location / owner transfer series #007 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Tucson Soccer Center, located at 7061 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 location / owner transfer series #007 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Tucson Soccer Center, located at 7061 North Camino Martin Suite 120, Tucson, Arizona, 85741.

Attachments

Redacted Application

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

LL2025-07
received
04/28/2025
9:37AM
NH
Email

State of Arizona
Department of Liquor Licenses and Control

Created 04/28/2025 @ 09:08:04 AM

Local Governing Body Report

LICENSE

Number: 07100076 Type: 007 BEER AND WINE BAR
Name: TUCSON SOCCER CENTER
State: Pending
Issue Date: Expiration Date: 09/30/2025
Original Issue Date: 01/02/1985
Location: 7061 N CAMINO MARTIN
#120
TUCSON, AZ 85741
USA
Mailing Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

Currently, this license has pending applications.

AGENT

Name: JARED MICHAEL REPINSKI
Gender: Male
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

OWNER

Name: TUCSON SOCCER CENTER LLC
Contact Name: JARED MICHAEL REPINSKI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23482833 State of Incorporation: AZ
Incorporation Date: 02/06/2023
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone: [REDACTED]
Email: [REDACTED]

60th Day
6-27-25

Officers / Stockholders

Name:	Title:	% Interest:
LISA MARIE SCHROEDER	Manager-LLC	43.00
DUSTIN KARL SCHROEDER	Manager-LLC	42.00
JOHN KEVIN HANEY	Manager-LLC	15.00

TUCSON SOCCER CENTER LLC - Manager-LLC

Name: DUSTIN KARL SCHROEDER
Gender: Male
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

TUCSON SOCCER CENTER LLC - Manager-LLC

Name: JOHN KEVIN HANEY
Gender: Male
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

TUCSON SOCCER CENTER LLC - Manager-LLC

Name: LISA MARIE SCHROEDER
Gender: Female
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

MANAGERS

Name: JOHN KEVIN HANEY
Gender: Male
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Name: DUSTIN KARL SCHROEDER
Gender: Male
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

Name: LISA MARIE SCHROEDER
Gender: Female
Correspondence Address: [REDACTED]
CHANDLER, AZ 85246
USA
Phone: [REDACTED]
Alt. Phone:
Email: [REDACTED]

APPLICATION INFORMATION

Application Number: 345762
Application Type: Location / Owner Transfer
Created Date: 04/10/2025

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
Yes
If Yes, what City, Town or Tribal Reservation is this Business located in?
TOWN OF MARANA
- 11) Will there be an agent on this license?
Yes
A Document of type QUESTIONNAIRE is required.
- 12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
ROBERT S RICHARDSON ELEMENTARY SCHOOL 6901 CAMINO DE LA TIERRA
TUCSON AZ 85741
1.09 MILES
- 13) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 14) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATE LEASE REPOSSESS PREMISES,DAMAGES,LEGAL COSTS.
- 15) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
\$537,500.00

SBA/BYLINE BANK \$500,000.00 PO BOX 3160 RESTON VA 20195
VANTAGE WEST \$37,500.00 8290 N CORTARO ROAD TUCSON AZ 85743
- 16) Is there a drive through window on the premises?
No
- 17) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
06/15/2025
- 19) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
\$18,000

N ↑

Liquid Storage

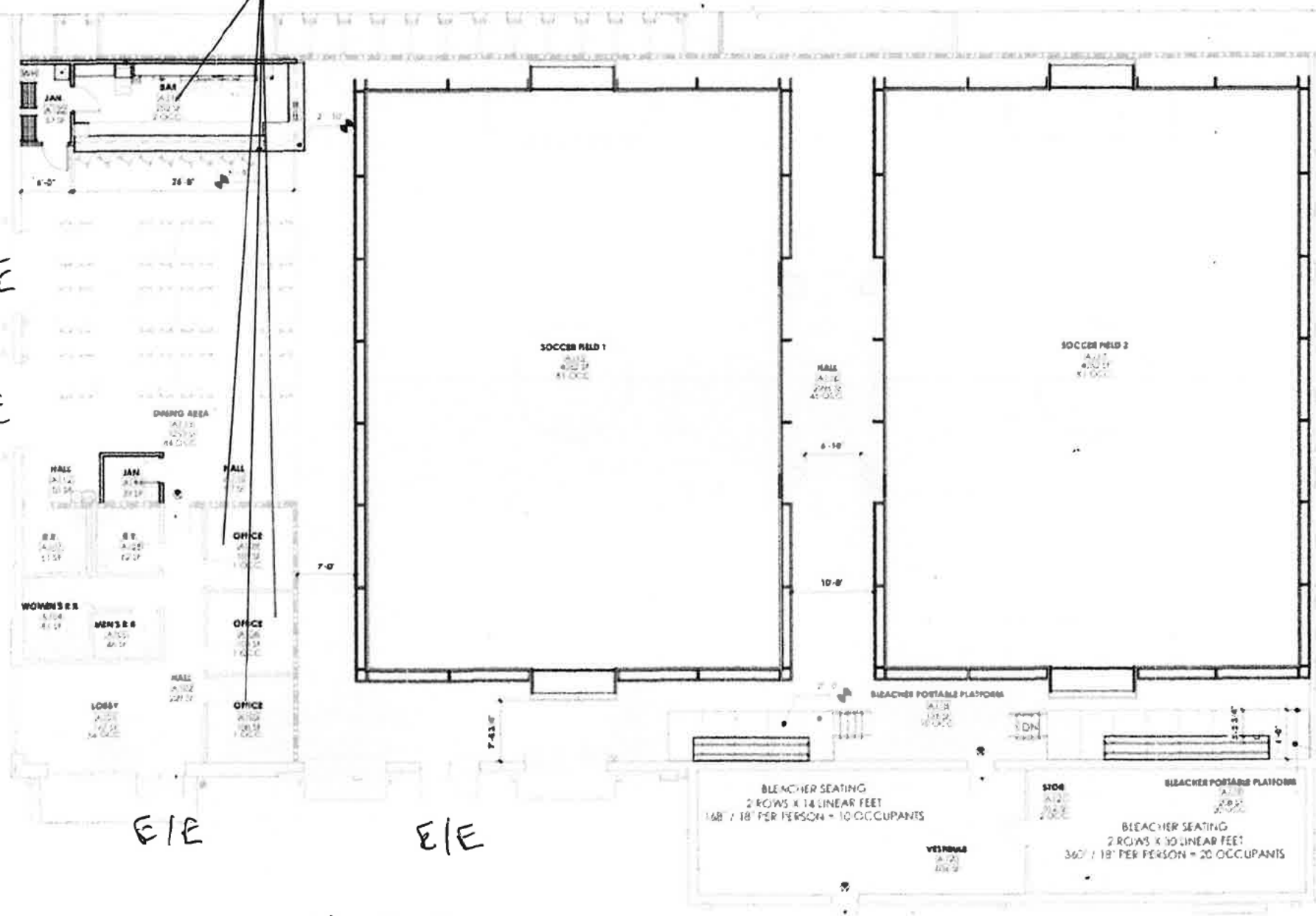
E/E

E/E

E/E

E/E

14,963 sq ft



25 APR 10 AM 9:37 AZMLC



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

25 APR 10 AM 9:37 AZDILLC

DLLC USE ONLY

Fee:
Job # 345962
Date Accepted: 4-10-2025
CSR: Chayla

FP Current
4-12-2024

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

- Name: Repinski Jared Michael
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 08 / 05 / 1998
- Email address: [REDACTED]
- Home Address: [REDACTED] Chandler AZ 85226
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- License Number: 07100076
- Business Name (doing business as): Tucson Soccer Center
- Business Address: 7061 N Camino Martin Ste 120, Tucson AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

*25 APR 10 AM 9 GB AZD LLC

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: Lisa Marie Schroeder

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) Jared Michael Repinski 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: _____

4-1-2025



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) **Jared Michael Repinski**

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 **[REDACTED]** State **[REDACTED]** COUNTRY **United States**

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

2) Name of document: **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.

Name of document provided

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

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

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

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

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

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

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

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

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

Jared Michael Repinski

Print Name



Signature

4-1-2025

Date





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

DLCC USE ONLY

Fee:
Job #: 345762
Date Accepted: 4-10-2025
CSR: Chayn

805-678

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

- Name: HANEY JOHN KEVIN
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record)
- Driver's License #: [REDACTED] State Issued: IL
(NOT a public record)
- Are you a resident of Arizona? ☐ Yes ☒ No Date of residency: / /
- Email address: [REDACTED]
- Home Address: [REDACTED] S. ELGIN FL 60177
- Daytime phone #: [REDACTED] Alternative phone #: [REDACTED]

SECTION 2 – LICENSED BUSINESS INFORMATION

- Liquor License #: 07100076
- Business Name (doing business as): TUCSON SOCCER CENTER
- Business Address: 7061 NORTH CAMINO MARTIN RD. #120 TUCSON

AZ 85741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

7/25/2025 10:09:13 AM RZILL

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: LISA SCHROEDER
DUSTIN SCHROEDER

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 Yes ☐ No ☒
**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) JOHN KEVIN HANEY 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: John Kevin Haney

Date: 9/1/2025



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 #:	345762
Date Accepted:	4-10-2025
CSR:	Chap

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 3/26/2025	Name of Applicant: JOHN KEVIN HANEY
Name of Fingerprint Technician: Luis M. Ramirez	
Fingerprint technician's Signature: 	
Fingerprint technician's Agency/company Name: FASTEST LABS OF SARASOTA	Phone Number: 941-260-8908
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	



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

25 APR 10 AM 9 09 AZULLC

DLLC USE ONLY

Fee:

Job #:

Date Accepted:

CSR:

Personal Information Questionnaire

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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: Schroeder Dustin Karl
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 06 / 23 / 2019
6. Email address: [REDACTED]
7. Home Address: [REDACTED] Marana, AZ, 85653
8. Daytime phone #: [REDACTED] Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: 07100076
2. Business Name (doing business as): Tucson Soccer Center, LLC
3. Business Address: 7061 N Camino Martin #120, 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: Lisa Marie Schroeder
and Dustin Karl Schroeder

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) Dustin Karl Schroeder 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: DS Date: 03/28/2025



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 #:	345762
Date Accepted:	4-10-2025
CSR:	Chayn

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 03/28/2025	Name of Applicant: Dustin Karl Schroeder
Name of Fingerprint Technician: DEBORAH NAKASONE 52606	PIMA COUNTY SHERIFF'S DEPT. (SAV) 1650 E. BENSON HWY SUITE "A" TUCSON, AZ 85714 520-351-4971 PHO-DPS 551-
Fingerprint technician's Signature: <i>Deborah Nakasone</i>	PIMA COUNTY SHERIFF'S DEPT. (S/M) 1650 E. BENSON HWY SUITE "A" TUCSON, AZ 85714 520-351-4971 PHO-DPS 551-
Fingerprint technician's Agency/Company Name: 520-351-4971 PHO-DPS 551-	Phone Number:
Type of Photo ID Provided (check one):	
☒ Driver's License	☐ Passport
☐ Other (Please specify)	



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

APR 10 9 08 AZDLC
APR 10 9 08 AZDLC

Fee:
Job # <u>345762</u>
Date Accepted: <u>4-10-2025</u>
CSR: <u>Chaya</u>

805+678

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

- Name: Schroeder Lisa Marie
Last First Middle
- Social Security #: [REDACTED] Birth Date: [REDACTED]
(NOT a public record) (NOT a public record)
- Driver's License #: [REDACTED] State Issued: AZ
(NOT a public record)
- Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 06 / 23 / 2019
- Email address: [REDACTED]
- Home Address: [REDACTED]
- Daytime phone #: [REDACTED] Alternative phone #: N/A

SECTION 2 - LICENSED BUSINESS INFORMATION

- Liquor License #: 07100076
- Business Name (doing business as): Tucson Soccer Center
- Business Address: 7061 N Camino Martin #120 Tucson AZ 84741

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

25 APR 10 AM 9:08 AM UTC

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

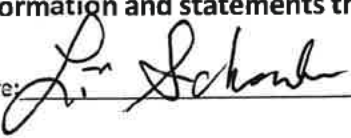
Name of persons who will be handling the day to day operations: Lisa Marie ~~Schroeder~~ Schroeder,
~~Dustin Karl Schroeder~~

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 Yes ☐ No ☒
**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) Lisa Marie Schroeder 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: 3/28/25



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 #	345762
Date Accepted:	4-10-2025
CSR:	Clay

ATTENTION FINGERPRINT TECHNICIAN:

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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 3/31/2025	Name of Applicant: Lisa Marie Schroeder	
Name of Fingerprint Technician:		
Fingerprint technician's Signature: DEBORAH NAKASONE 52606		
Fingerprint technician's Agency/company Name: Deborah Nakasone 52606		Phone Number:
Type of Photo ID Provided (check one):		
☒ Driver's License	☐ Passport	☐ Other (Please specify)

BILL OF SALE

IN CONSIDERATION OF THE SUM OF:

TEN DOLLARS AND NO CENTSlawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged.

This BILL OF SALE (this "Agreement"), dated as of March 13, 2025 is by and among Ken's Hardwood Barbecue LLC, an Arizona Limited Liability Company (Seller), and Tucson Soccer Center LLC, an Arizona Limited Liability Company (Buyer).

RECITALS

A. Seller and Buyer are parties to a Liquor License Purchase Agreement executed February 5, 2025 (the "Purchase Agreement"), pursuant to which, among other things, Buyer has agreed to purchase certain assets of Seller upon the terms and conditions specified therein.

B. This Agreement is being executed and delivered in order to affect the transfer to Buyer of such assets as set forth in the Purchase Agreement.

AGREEMENTS

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.
2. **Sale of Assets.** Seller, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, conveys, assigns, transfers and delivers to Buyer, and Buyer, in accordance with and subject to the Purchase Agreement, hereby purchases and acquires from Seller, all of Seller's right, title and interest of every kind and nature, that certain **State of Arizona Liquor License #07100076**. FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said personal property and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.
3. **Counterparts.** This Agreement is executed pursuant to the Purchase Agreement and may be executed in two counterparts, each of which as so executed shall be deemed to be an original but both of which together shall constitute one and the same instrument. A facsimile signature shall be acceptable as an original for all purposes.
4. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Buyer and Seller, and their respective successors and assigns, but shall not create any right of subrogation or other right on the part of any other person.
5. **Amendment, Waiver or Termination.** This Agreement cannot be amended, waived or terminated except by a writing signed by the parties hereto.
6. **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA.

IN WITNESS WHEREOF, Buyer and Seller have caused this Bill of Sale to be executed individually or in their respective corporate names by their respective proper officers thereunto duly authorized, as of the date first written above.

Dated: March 13, 2025

SELLER:

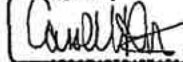
Ken's Hardwood Barbecue LLC, an
Arizona Limited Liability Company

Signed by:



Roxanna V. Millner, Member

Signed by:



Cassandra Y. Radford, Member

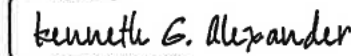
Signed by:



Kenneth G. Alexander II, Member

By: The Alexander Family Trust, Dtd
March 30, 2015, Member

Signed by:



Kenneth G. Alexander, Trustee

Signed by:



Sharon E. Alexander, Trustee

BUYER:

Tucson Soccer Center LLC, an
Arizona Limited Liability Company

Lisa Marie Schroeder, Manager

Dustin Karl Schroeder, Manager

John Kevin Haney, Manager

IN WITNESS WHEREOF, Buyer and Seller have caused this Bill of Sale to be executed individually or in their respective corporate names by their respective proper officers thereunto duly authorized, as of the date first written above.

Dated: March 13, 2025

SELLER:

Ken's Hardwood Barbecue LLC, an
Arizona Limited Liability Company

Roxanna V. Millner, Member

Cassandra Y. Radford, Member

Kenneth G. Alexander II, Member

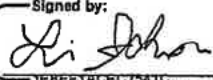
By: The Alexander Family Trust, Dtd
March 30, 2015, Member

Kenneth G. Alexander, Trustee

Sharon E. Alexander, Trustee

BUYER:

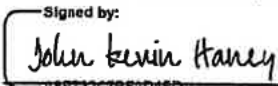
Tucson Soccer Center LLC, an
Arizona Limited Liability Company

Signed by:


Lisa Marie Schroeder, Manager

Signed by:


Dustin Karl Schroeder, Manager

Signed by:


John Kevin Haney, Manager



POSTING

Job#

DLIC 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: 04 / 30 / 25

Date of Posting Removal: 5 / 20 / 2025

Applicant's Name: Repinski Jared Michael
Last First Middle

Business Address: 7061 N Camino Martin Suite 120 Tucson 85741
Street City 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

JR Burns 43025
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 Liquor License/Application #: 345762
(Circle one) (Arizona license/application #)
County of: Pima County City/Town/County #: LL2025-07

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 at a Regular meeting held
(Governing body) (Regular or special)
on the 3 of June, 2025 considered the application of Jared Michael Repinski
(Day) (Month) (Year) (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 Jared Michael Repinski
(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 _____ on _____, _____, _____.
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Department of Liquor Licenses and Control
Descriptions of Common Types of Liquor Licenses

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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