MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 21, 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 October 21, 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 Recognizing 2025 Fire Prevention Month (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. 2025.021: Relating to Municipal Court; amending Marana Town Code Title 5 (Municipal Court), Chapter 5-8 (Home Detention Program) to clarify home detention availability and declaring an emergency (David L. Udall)

C2 Resolution No. 2025-094: Relating to Administration; approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG) (Andrea De La Cruz)

C3 Resolution No. 2025-095: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC) (Jeffrey Pridgett)

C4 Resolution No. 2025-096: Relating to Real Property; approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in Favor of Tucson Electric Power Company across a portion of Barnett Channel Public Drainage Way as needed for the Monarch master-planned community (George Cardieri)

C5 Resolution No. 2025-097: Relating to Utilities; approving and authorizing the Mayor to sign an amendment to the Intergovernmental Agreement, effective December 1, 2025, between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (Sheila Nylund)

C6 Approval of Regular Town Council Meeting Summary Minutes of October 7, 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 New Liquor License, series #12 Restaurant liquor license submitted by Kong Lin Ni on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Drive, Tucson, Arizona, 85743 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2025.022; Relating to Development; approving a rezoning of approximately 752.5 acres of land to establish the Cascada II Specific Plan generally located east of Interstate 10 and north of Twin Peaks Road within a portion of Sections 9, 10, 15, and 22, Township 12 South and Range 12 East (Brian D. Varney)

Resolution No. 2025-098: Relating to Development; declaring as a public record filed with the Town Clerk the Cascada II Specific Plan adopted by Ordinance No. 2025.022 (Brian D. Varney)

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Traffic and Highways; presentation regarding the status of the Pavement Preservation Program (Fausto Burruel)

D2 Relating to Utilities; update, discussion, and possible direction regarding proposed changes to water and water reclamation rates and fees (Heidi Lasham)

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

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

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

ADJOURNMENT

Council-Regular Meeting **PR1**

Meeting Date: 10/21/2025

Submitted For: Debbie Thompson, Deputy Town Clerk

Date: October 21, 2025

Subject: Recognizing 2025 Fire Prevention Month (Jill McCleary)

Attachments

Proclamation

MARANA AZ

PROCLAMATION
Recognizing 2025 Fire Prevention Month

WHEREAS, the Northwest Fire District is committed to ensuring the safety and security of all those living in and visiting our fire district; and

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

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the National Fire Protection Association® (NFPA®) reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

WHEREAS, Northwest Fire District first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

NOW, THEREFORE I, Jon Post, Mayor of the Town of Marana do hereby proclaim October 2025, as Fire Prevention Month throughout the Town of Marana.

ATTEST:

Jill McCleary, Town Clerk

Jon Post, Mayor

Council-Regular Meeting **C1**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: David L. Udall, Deputy Town Attorney

From: Libby Shelton, Town Magistrate

Date: October 21, 2025

Strategic Plan Focus Area:
Proactive Public Services

Subject: Ordinance No. 2025.021: Relating to Municipal Court; amending Marana Town Code Title 5 (Municipal Court), Chapter 5-8 (Home Detention Program) to clarify home detention availability and declaring an emergency (David L. Udall)

Discussion:

On May 1, 2007, the Town Council added to Marana Town Code Chapter 5-8 "Home Detention Program" authorizing the Municipal Court to have a home detention program for offenders who are sentenced to jail confinement for Driving Under the Influence (DUI) offenses. The Town was authorized to establish a Home Detention Program by A.R.S. 9-499.07(M) (currently subsection L in the statute) and the ordinance only authorized home detention for eligible DUI offenders. For non-DUI offenses, the Municipal Court may be either statutorily required to sentence offenders to jail or may opt to sentence an offender to jail. Under the current Marana Town Code, if the offense is not a DUI offense, the Municipal Court cannot authorize home detention for eligible offenders found guilty and sentenced to jail confinement. Pursuant to A.R.S. 9-499.07(B), an offender is not eligible for home detention if any of the following applies:

1. The prisoner is found by the city or town to constitute a risk to either himself or other members of the community.
2. The prisoner has a past history of violent behavior.
3. The sentencing judge states at the time of the sentence that the prisoner may not be eligible for a prisoner work, community restitution work and home detention program

or a continuous alcohol monitoring program.

If approved, the proposed ordinance would clarify that home detention is an option for all eligible offenders sentenced to confinement in jail.

Financial Impact:

There is no financial impact to the Town's operations. This action expands the program availability to additional defendants.

Staff Recommendation:

Staff recommends adoption of the ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2025.021, amending Marana Town Code Title 5 (Municipal Court), Chapter 5-8 (Home Detention Program) to clarify home detention availability and declaring an emergency.

Attachments

Ordinance No. 2025.021

MARANA ORDINANCE NO. 2025.021

RELATING TO MUNICIPAL COURT; AMENDING MARANA TOWN CODE TITLE 5 (MUNICIPAL COURT), CHAPTER 5-8 (HOME DETENTION PROGRAM) TO CLARIFY HOME DETENTION AVAILABILITY AND DECLARING AN EMERGENCY

WHEREAS on May 1, 2007, via Ordinance No. 2007.11, the Town Council amended Title 5 of the Marana Town Code to add Chapter 5-8 to establish a home detention program for driving under the influence (DUI) offenders pursuant to A.R.S. § 9-499.07(M) (now subsection "L"); and

WHEREAS A.R.S. § 9-499.07(A) authorizes the Town Council to establish a home detention program for eligible offenders who are sentenced to jail for criminal offenses not limited to DUI offenses; and

WHEREAS the Mayor and Council of the Town of Marana find that revising Section 5-8 of the Marana Town Code as set forth in this ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Marana Town Code Title 5 (Municipal Court), Chapter 5-8 (Home Detention Program) is hereby amended as follows (with additions shown with double underlining and deletions shown with ~~strikethroughs~~):

Chapter 5-8 Home Detention Program

There is hereby established in the municipal court a home detention program for eligible offenders who are sentenced to jail confinement ~~under A.R.S. §§ 28-1381 and 28-1382~~. The home detention program is governed by the provisions of A.R.S. § 9-499.07~~, subsection M through subsection R, and will be administered in compliance with those provisions~~.

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 21st day of October, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 10/21/2025

To: Mayor and Council

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

Date: October 21, 2025

Strategic Plan Focus Area:
Vibrant Community, Cherished Heritage

Subject: Resolution No. 2025-094: Relating to Administration; approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG) (Andrea De La Cruz)

Discussion:

For many years, the Town of Marana has administered a Transportation Art by Youth (TABY) Program to provide youth with employment, training and experience in creating forms of public art. The program has been funded through an agreement with the Pima Association of Governments (PAG), through which PAG contributes Highway User Revenue Funds (HURF) to the Town's TABY Program. The last agreement between the parties for public art funding expired at the end of 2024. The proposed agreement will allow PAG to provide funding to the Town for the program through December 31, 2029, in a maximum amount of $125,000.

Among other items, to qualify for the PAG funding the Town must:

- Submit each public art project for review the first quarter of each calendar year to the PAG's Transportation Planning Committee (TPC).
- Provide written certification that Project(s) will be constructed in the location and designed as approved by TPC.
- Recruit youth from economically disadvantaged areas to participate in the program.
- Consult with all stakeholders and other interested parties in determining the precise nature and location of the completed project.

Financial Impact:

This program will fund 100% of the approved projects, in an amount up to $125,000 for the term of the agreement. No matching Town funds are required.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2025-094, approving and authorizing the Town Manager to execute an Agreement for Public Art Funding with the Pima Association of Governments (PAG).

Attachments

Resolution No. 2025-094

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-094

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT FOR PUBLIC ART FUNDING WITH THE PIMA ASSOCIATION OF GOVERNMENTS (PAG)

WHEREAS, for many years the Town of Marana has administered a Transportation Art by Youth (TABY) Program to provide youth with employment, training and experience in creating forms of public art; and

WHEREAS, through an agreement for public art funding, the Pima Association of Governments (PAG) intends to contribute Highway User Revenue Funds (HURF) to the Town's TABY Program commencing with the summer of 2025 and continuing each calendar year until the agreement expires on December 31, 2029; and

WHEREAS, the Town Council finds that the public art funding agreement with PAG is in the best interests of the Town.

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

SECTION 1. The Agreement for Public Art Funding between the Town and PAG, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized to sign it for and on behalf of the Town of Marana.

SECTION 2. The Town 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 21st day of October, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

AGREEMENT FOR PUBLIC ART FUNDING

THIS AGREEMENT (hereafter referred to as the "AGREEMENT") is entered into by and between the Town of Marana, a political subdivision of the State of Arizona, hereinafter called "Jurisdiction," and the Pima Association of Governments, an Arizona non-profit corporation, hereinafter called "PAG."

RECITALS

WHEREAS, Jurisdiction intends to administer a Transportation Art by Youth (TABY) Program to provide youth with employment, training and experience in creating forms of public art; and

WHEREAS, PAG intends to contribute Highway User Revenue Funds (HURF) to Jurisdiction's Program (the "Program") commencing with the summer of 2025 and continuing each calendar year thereafter throughout the term of this AGREEMENT.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

TERM AND MAXIMUM AMOUNT:

The term of this AGREEMENT begins on the date of signature by the PAG Executive Director and terminates on December 31, 2029, unless sooner terminated, or unless further extended, pursuant to the provisions of Article V of this AGREEMENT. In the fall of each calendar year, PAG will solicit participation in the Program by notifying all of the participating jurisdictions of the amount of HURF funds available for the next calendar year. Jurisdiction shall not undertake any PAG funded work on the Program until PAG issues a Notice To Proceed (NTP) to Jurisdiction.

The Parties acknowledge that, upon completion and acceptance of the work undertaken during each year of the Program, Jurisdiction may respond to PAG's solicitation by applying to continue Program participation during the succeeding year in accordance with PAG's TABY Program Policies in effect at the time of application. Annual preliminary approval and determination of eligibility of Jurisdiction's proposed project(s) submitted under this Program shall rest with PAG. Final approval of Jurisdiction's proposed project(s) rests with PAG's Transportation Planning Committee (TPC). Upon final approval from the TPC, PAG will promptly issue an NTP.

The maximum contribution to Jurisdictions by PAG under this five-year AGREEMENT is limited to $125,000.00. If the Jurisdiction has remaining funds from a previous PAG Program contract, it may not incorporate the balance of such funds into this AGREEMENT.

ARTICLE II

PURPOSE AND WORK STATEMENT:

Jurisdiction will submit each project for review the first quarter of each calendar year to the TPC.

ARTICLE III

Jurisdiction's Duties:

Jurisdiction shall provide the following services:

- Administer each project as recommended for approval by the TPC and in compliance with TABY policies each year.
- Provide written certification that approved project(s) will be constructed in the location and design as approved by the TPC.
- Attempt to recruit youth from economically disadvantaged areas.
- Consult with all stakeholders and other interested parties in determining the precise nature and location of each proposed project.
- Provide for review and approval of each completed project by key stakeholders and decision-makers.
- Assume all risk and responsibilities for each project, including cost and quality control measures for design and construction, and ownership and maintenance of the final project.
- Submit a final report to PAG detailing the results of the Program for the subject calendar year.
- Submit confirming, complete and accurate invoices for reimbursement of expenditures incurred under this Program; such invoices shall be submitted to PAG monthly. Final invoice to be submitted within ninety (90) calendar days upon completion of each project. Invoices submitted later than ninety (90) days following project completion will not be paid, unless PAG determines that extenuating

circumstances prevail.

- Youth must be enrolled in a recognized educational facility working toward their high school diploma or GED. Participants may not be older than 19 years of age and must meet the Arizona State and Federal Child Labor Law requirements.

- Applications shall include a budget breakdown that provides a separate line item for youth stipends. Note: PAG requires a minimum of 20% for youth stipends.

- Final invoice shall include a color photograph of each completed youth art project and a map illustrating its location.

- Each project should include a plaque on the completed project indicating funding support contributed by "Pima Association of Governments." (Jurisdiction may provide its own or PAG will provide plaques upon request.)

- Ensure that each project is accomplished in accordance with all applicable requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements, including, but not limited to, the rules and regulations of the Arizona Department of Transportation. Nothing in this Agreement shall be construed to violate the rules, regulations or requirements of the Arizona Department of Transportation.

ARTICLE IV

PAYMENT:

A. Total payment for each year of this AGREEMENT shall be set by PAG. Jurisdiction may elect to augment funds provided by PAG with additional non-PAG funding at the sole discretion of Jurisdiction.

B. PAG shall reimburse Jurisdiction within thirty (30) days of receipt of acceptable, properly completed invoices detailing project progress and expenditures as described under Article III.

ARTICLE V

TERMINATION / EXTENSION FOR CONVENIENCE:

Either party may, at any time and without cause, cancel this AGREEMENT by serving

upon the other party thirty (30) days advance written notice of such intent to cancel. In the event of such cancellation, PAG's only obligation to Jurisdiction shall be payment for expenses incurred prior to cancellation. If mutually agreed by PAG and Jurisdiction, the term and maximum amount of this AGREEMENT may be modified by written agreement signed by both Parties.

ARTICLE VI

CONFLICT OF INTEREST:

This AGREEMENT is subject to the provisions of A.R.S. 38-511 which provides as follows: "The State, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract." The Parties expressly agree that PAG shall have these rights, though it is a private non-profit corporation administering public funds.

ARTICLE VII

ASSIGNABILITY:

Jurisdiction shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without prior written consent of PAG thereto; provided, however, that claims for money due or to become due to Jurisdiction from PAG under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to PAG.

ARTICLE VIII

OFFICIALS NOT TO BENEFIT:

No elected or appointed officials, members or officers, nor any commissioners, committee members nor any employees of the parties, nor their family members, shall be permitted to receive any remuneration or emolument from this AGREEMENT.

ARTICLE IX

NONDISCRIMINATION:

Neither Party shall discriminate against any employee or client of either Party or any other individual in any way because of that person's age, race, creed, color, religion, sexual orientation, genetic information, disability, familial status, political affiliation or national origin in the course of carrying out the duties pursuant to this Agreement. Both Parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Orders 2009-09 and 2023-01 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, as well as the Genetic Information Nondiscrimination Act of 2008.

ARTICLE X

AMERICANS WITH DISABILITIES ACT:

Both Parties shall comply with 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.

ARTICLE XI

NON – WAIVER:

The failure of either party to insist in any one or more instances upon the full and complete compliance with any of the terms and provisions of this AGREEMENT, to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

ARTICLE XII

INDEMNIFICATION:

Inasmuch as PAG's role is limited to project funding, Jurisdiction agrees, to the fullest extent permitted by Arizona law, to indemnify, defend, and hold harmless PAG and its Regional Council, employees and officers, from, for, and against, any and all claims, demands, damages, liabilities or penalties, brought by or on behalf of any persons or entities, caused by or alleged to be caused by the Lead Agency's, or any of its officials', agents', employees' or volunteers', negligent or intentional or otherwise wrongful activities or omissions in performance of its obligations under this Agreement or use of PAG's resources, as described herein, regardless of how such claims are worded or styled, and regardless of the specific cause of action or type of

claim asserted. This subsection shall survive termination of this Agreement.

ARTICLE XIII

SEVERABILITY:

Each provision of this AGREEMENT stands alone, and any provision of this AGREEMENT found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this AGREEMENT.

ARTICLE XIV

Funding for this AGREEMENT is being provided by the Arizona Department of Transportation. PAG has no funds of its own to pay for the work being done under this AGREEMENT, and therefore is not obligated to pay Jurisdiction until PAG receives funding from the ADOT. Costs incurred by Jurisdiction as the result of any changes by the Jurisdiction outside the general Scope of this AGREEMENT will not be allowed for reimbursement under this AGREEMENT unless these changes and related costs have been approved by PAG in writing prior to incurring the costs.

ARTICLE XV

If Jurisdiction is self-insured as a governmental entity, the Parties acknowledge that Jurisdiction's program of self-insurance meets the following minimum requirements of this AGREEMENT. Otherwise, Jurisdiction shall obtain insurance as described below and keep such coverage in force throughout the life of the AGREEMENT. All policies must contain an endorsement providing that written notice be given to PAG at least ten (10) calendar days prior to termination or cancellation in coverage in any policy. Except for professional liability insurance, the liability insurance policy(s) shall include PAG as an additional insured with respect to liability arising out of the Contract. Jurisdiction must agree that the insurance will be primary, and that any insurance carried by PAG will be excess and non-contributing.

Coverage Afforded

Coverage Afforded	Limits of Liability
Workers' Compensation/ Employees Liability	Statutory/$100,000
Professional Liability	$500,000

(Errors and Omissions)	
General Liability	$1,000,000

ARTICLE XVI

ENTIRE AGREEMENT:

This AGREEMENT constitutes the entire AGREEMENT between the parties and shall not be modified, altered, amended, or changed except by mutual consent as indicated by signatures of the PAG Executive Director and authorized officials of Jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date signed by the PAG Executive Director.

[*Jurisdiction Name*]

_____ Date:_____
[*Official's Name*]

ATTEST:

_____
[*Official's Name*]

APPROVED AS TO CONTENT:

_____
[*Official's Name*]

APPROVED AS TO FORM:

_____
[*Attorney's Name*]

PIMA ASSOCIATION OF GOVERNMENTS

_____ Date:_____
Michael J. Ortega, P.E.

EXECUTIVE DIRECTOR,
and not personally.

APPROVED AS TO FORM:

_____
Lisa Anne Smith
PAG Legal Counsel

Date: _____

Council-Regular Meeting **C3**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Mangialardi, Executive Assistant

Date: October 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-095: Relating to the Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC) (Jeffrey Pridgett)

Discussion:

The Town of Marana has for several years sent police officer recruits to the Southern Arizona Law Enforcement Training Center (SALETC) for a Basic Training Program. This Basic Training Program fulfills requirements mandated by Arizona statutes that police officers must successfully complete the prescribed coursework and demonstrate the minimum proficiencies required by Arizona Peace Officer Standards and Training Board (AZPOST). The SALETC Basic Training Program includes 585 hours AZPOST curriculum as well as 295 hours of additional training for a total of 880 hours, or 22 weeks. Upon successful completion of the Basic Training Program, recruits will receive certification as an AZPOST Peace Officer.

This proposed three year agreement provides that the City of Tucson will provide basic training for police officer recruits at SALETC and the Town of Marana will help offset the cost of training through payment of $15,000 per recruit enrolled in the Basic Training Program or by providing a counselor in lieu of payment. The Town of Marana intends to only use the latter option to provide a counselor in lieu of payment. As such, we do not anticipate any financial impact related to this agreement.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-095 authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center (SALETC).

Suggested Motion:

I move to adopt Resolution No. 2025-095 approving and authorizing the Mayor to execute an intergovernmental agreement by and between the Town of Marana and the City of Tucson for use of the Southern Arizona Law Enforcement Training Center.

Attachments

Resolution No. 2025-095

Exhibit A to Resolution

MARANA RESOLUTION NO. 2025-095

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF MARANA AND THE CITY OF TUCSON FOR USE OF THE SOUTHERN ARIZONA LAW ENFORCEMENT TRAINING CENTER (SALETC)

WHEREAS the Town of Marana Police Department is committed to training its police officer recruits to have the qualifications, skills, and proficiency to provide unparalleled service and unwavering protection to ensure the safety and security of every person who lives in or visits Marana; and

WHEREAS Arizona statutes require that appointed police officers must successfully complete the prescribed coursework and demonstrate the minimum proficiencies as established by the Arizona Peace Officer Standards and Training Board (AZPOST) prior to performing the duties of a police officer; and

WHEREAS the City of Tucson provides a Basic Training Program that fulfills AZPOST requirements to police officer recruits assigned for training at SALETC; and

WHEREAS the Mayor and Council find that the Marana Police Department's participation in the Basic Training Program at SALETC is in the best interests of the Town and its citizens.

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

SECTION l. The Town Council hereby approves the intergovernmental agreement by and between the Town of Marana and the City of Tucson, attached to and incorporated by this reference in this Resolution as Exhibit A, and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of October 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

THE CITY OF TUCSON
SOUTHERN ARIZONA LAW ENFORCEMENT TRAINING CENTER (SALETC)
Peace Officer Educational Services & Facilities Use Agreement

WHEREAS, the City of Tucson (hereinafter referred to as "CITY") and the Town of Marana (hereinafter referred to "USER") desire to enter into this agreement on behalf of their respective operations; and

WHEREAS, the success of law enforcement agencies in providing effective public service depends not only upon the overall performance, but to a great extent depends on the qualifications, skills and proficiency of those peace officers appointed by each jurisdiction; and

WHEREAS, Arizona statutes require that appointed police officers must successfully complete the prescribed coursework and demonstrate the minimum proficiencies as established by the AZ POST. Prior to performing the duties of a peace officer; and

WHEREAS, the law enforcement community recognizes the necessity to provide exceptional and continuous training for all agencies within the State of Arizona; and

WHEREAS, the undersigned members of the Arizona law enforcement community recognize the need for additional collaborative partnerships to ensure a responsive and consistent training environment for their peace officers;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the Parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish the terms for the use of the Southern Arizona Law Enforcement Training Center (SALETC). The CITY will provide basic training for peace officer recruits assigned for training at SALETC, for which the USER will help offset the cost of training through payment or by providing a counselor in lieu of payment.

II. AUTHORITY

The CITY is empowered by the Tucson Charter, Chapter X, section 7 to maintain a police department for the purposes stated therein and by Chapter IV to contract for the purposes stated therein, and authorized to enter into this agreement by virtue of the Charter of the City of Tucson, and by approval of the Tucson Mayor and Council.

The USER is empowered by their perspective jurisdiction to maintain a police department for the purposes authorized by Local, State, Tribal, or Federal authority. By signing this agreement, the USER confirms the signees are authorized to enter into this agreement by virtue of the USER's governmental authority.

Exhibit 1 to Resolution No. 23968
City of Tucson Contract No. 19699

All parties are authorized to enter this agreement by virtue of A.R.S. § 11-951 et seq., which provides for intergovernmental agreements and contracts between public agencies.

III. THE CITY'S RESPONSIBILITIES

The CITY agrees to allow law enforcement agencies within the state of Arizona to send recruits to attend the Basic Training Program at SALETC, provided that those agencies enter into a contract with the CITY that allows, among other things, the CITY to recover costs associated with training recruits from outside agencies. The CITY reserves the right to run an independent Basic Peace Officer Training Course side-by-side with the regional academy at the same facility. This agreement is non-exclusive, the CITY may allow several agencies to participate in the same academy.

The CITY agrees to provide the Arizona Peace Officer Standards and Training Board (AZPOST) approved Basic Peace Officer Training Course at the Tucson Public Safety Academy located at 10001 South Wilmot Road. The SALETC Basic Training Program includes the AZPOST curriculum. Upon successful completion of the basic training program, recruits will receive certification as an AZPOST Peace Officer.

The CITY agrees to provide the housing (housing is limited and may not always be available) through SALETC to those recruits and or counselors who qualify per AZPOST rules and whose host agency and residence is greater than 50 miles from the training facility. Housing will be the dorm facility onsite at the Tucson Public Safety Academy. The dorm facility has a full kitchen and laundry facilities. No food will be provided to resident recruits or counselors.

Nothing in this agreement precludes the City from receiving funds allocated by the AZ POST in accordance with A.R.S. § 41-1828 or 13 A.C.C. R13-4-117.

IV. THE USER'S RESPONSIBILITIES

The USER agrees to pay the CITY $15,000.00 per recruit enrolled in the Basic Training Program at SALETC. The amount paid by the USER is intended to recover a portion of operational expenses incurred by the CITY. The funds will be placed into an account to be utilized by the CITY.

The USER shall provide the entire amount prior to the start of the academy. If the amount is not paid in full, the recruit will not be allowed to start the program. If a recruit is removed from or is unable to complete the program, the USER will be reimbursed at a prorated rate based on the number of days remaining in the program.

The CITY may allow the USER to provide one class counselor, in lieu of payment, for as many as four recruits per academy class. When the USER provides one full-time class counselor for the duration of the 23-week academy, the USER will be allowed to enroll up to four recruits at no cost for the academy in which the counselor is utilized. Any modification requires approval from the

Chief of Police. The counselor provided by the USER shall comply will all the standards of conduct required by counselors employed by the CITY. SALETC has the sole discretion as to acceptance, denial, or removal of any class counselor.

V. DURATION

This agreement shall take effect when approved by all parties. This agreement shall remain effective for a period of three years from the date approved, unless terminated in accordance with the terms of this agreement. Termination may be unilaterally completed by either party to this agreement via written notice. Termination will occur 30-days after the receipt of written notice.

VI. PERSONNEL

The parties recognize the CITY has an established chain of command at SALETC and that the Basic Training Commander will report to the Tucson Police Division Captain that has overall responsibility for SALETC.

Notwithstanding any such exercise of direction or control by any other party, the employees of each party participating in the program contemplated hereby shall be and remain in the employ of such party only, and no party hereto shall have responsibility or liability for any employee of another party or for the acts, actions or omissions of any such employee, except as may be otherwise expressly provided herein, or by law.

The parties agree that no person supplied by the USER, in the performance of their obligations under this agreement is an employee of the City and that no rights under Tucson civil service, retirement or personnel rules, accrue to such persons.

The parties agree that no person supplied by the CITY in the performance of its obligation under this agreement, is an employee of the USER.

VII. INDEMNIFICATION

USER shall indemnify, defend and hold harmless the CITY and its officers, agents, contractors, volunteers, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss of or damage to tangible or intangible property the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful act or omissions of USER or any of its officers, directors, agents, employees, invitees or contractors, arising out of or related to USER's occupancy and use of the facility. It is the specific intention of the parties that the CITY shall, in all instances, except for claims arising from acts or omissions of the CITY, be indemnified by USER from and against any and all claims arising out of USER's occupancy and use of the facility. It is agreed that USER will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable. In consideration for the use and occupancy of the facility, USER agrees to waive all rights of subrogation against the CITY and its officers, officials,

agents and employees for losses arising from the use of the facility unless the rights arise due to the negligent or will acts or omissions of the CITY.

VIII. INSURANCE

Each party represents that it shall maintain for the duration of this agreement, policies of comprehensive general liability insurance covering all of its operations undertaken in implementing this agreement. USER's insurance coverage must be primary insurance and non-contributory with respect to all other available sources. Insurance certificates must meet the following conditions: (a) provide at least two million dollars combined single limit per occurrence of comprehensive general liability insurance from an insurance company with a Standard & Poor's rating of at least "BB"; (b) if an Aggregate Policy, the combined limit must be at least four million dollars; (c) name the CITY of Tucson as additional insured by endorsement; and (d) specify the dates inclusive of the use requested.

IX. WORKERS COMPENSATION

Each party shall comply with notice requirements of A.R.S. §23-1022. For Purposes of A.R.S. §23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employee.

X. PERSONAL PROPERTY

CITY assumes no responsibility whatsoever for any property placed by USER at the SALETC facility. USER expressly releases and discharges the CITY from any and all liabilities for any loss, injury or damages to USER's property which may or do arise out of or may be related to the use of the SALETC facility under this agreement. Further, the CITY assumes no responsibility for personal items, equipment or other items that remain at the SALETC facility.

XI. NON-DISCRIMINATION

The parties shall not discriminate against any employee applicant for employment, client or any other individual in any way involved with the parties, because of race, age, creed, color, religion, sex, disability or national origin or sexual orientation in the course of carrying out duties pursuant to this agreement in violation of Federal Executive Order 11246, State Executive Order No. 99-4 and A.R.S. §41.1461 et. seq. which are incorporated into this agreement by reference as if set forth in full.

XII. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT

The parties shall comply with all applicable provisions of the Americans with Disabilities Act and all applicable federal regulations under the Act.

XIII. NOTICES

Any notice required or permitted to ben under this agreement shall be in writing and provided to the other party as outlined herein. Notice is considered received upon date of delivery.

If to USER:
Jeffrey Pridgett
Chief of Police
11555 West Civic Center Drive
Marana, Az 85653

If to Tucson:
Chief of Police
Tucson Police Dept.
270 S. Stone Ave.
Tucson, AZ 85701

or to such other address or designee as each party shall so notify the others.

XIV. ASSIGNMENT

USER may not assign or transfer the authorized use under this agreement without the written consent of the CITY.

XV. JURISDICTION

Nothing in this agreement shall be construed as either limiting or extending the statutory jurisdiction of either of the signing parties hereto. The laws of the State of Arizona shall govern the rights of the parties, the performance of this agreement and any disputes hereunder. Any action related to this agreement shall be brought in an Arizona court of competent jurisdiction.

XVI. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties. The parties further agree that no oral statement or representations of any kind have been made upon which either party may rely. This provision does not limit the CITY from imposing any reasonable additional rules or regulations that may be necessary for the implementation of this agreement or that would be in the best interests of the operation of SALETC.

XVII. SEVERABILITY

If any provision of the agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

XVIII. EMPLOYMENT AND ORGANIZATION DISCLAIMER

This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

XIX. AUTHORITY

The individual signing below on behalf of the USER certifies that the individual is authorized to enter into this agreement and to bind the USER to all of its terms and conditions.

{Signatures on following page]

For the CITY OF TUCSON:

Mayor Regina Romero

August 19, 2025
Date

City Attorney, Mike Rankin

August 19, 2025
Date

Tucson City Clerk, Suzanne Mesich

August 19, 2025
Date

For the USER:

Mayor Jon Post

Date

Town Attorney

Date

END OF AGREEMENT

ATTEST:

Jilly McCleary

ADOPTED BY THE
MAYOR AND COUNCIL

August 19, 2025

RESOLUTION NO. 23968

RELATING TO INTERGOVERNMENTAL AGREEMENTS AND THE TUCSON POLICE DEPARTMENT; AUTHORIZING AND APPROVING THE EXECUTION OF AN INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON (CITY) AND THE TOWN OF MARANA (TOWN), PURSUANT TO WHICH THE CITY WILL PROVIDE BASIC TRAINING FOR THE TOWN OF MARANA POLICE DEPARTMENT'S PEACE OFFICER RECRUITS AT THE SOUTHERN ARIZONA LAW ENFORCEMENT TRAINING CENTER (SALETC), AND THE TOWN WILL HELP OFFSET THE COST OF THAT 23-WEEK BASIC TRAINING PROGRAM EITHER BY PAYING THE CITY $15,000 PER ENROLLED RECRUIT OR BY PROVIDING A FULL-TIME CLASS COUNSELOR FOR THE DURATION OF THAT BASIC TRAINING PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Tucson (City) and Town of Marana (Town) wish to enter into an Intergovernmental Agreement (IGA), pursuant to which the City will provide basic training to the Town of Marana Police Department's peace officer recruits at the Southern Arizona Law Enforcement Training Center (SALETC); and

WHEREAS, in return, pursuant to the IGA, the Town will help offset the cost of training by paying the City $15,000.00 per recruit the Town has enrolled in the Basic Training Program at SALTEC; and

WHEREAS, alternatively, pursuant to the IGA, in lieu of the $15,000-per-recruit payment, when the Town of Marana Police Department provides one full-time class counselor for the duration of a 23-week Basic Training Program, the Town will be allowed

to enroll up to four recruits at no cost for the Basic Training Program in which the counselor is utilized.

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

SECTION 1. The Mayor and Council authorize and approve the Intergovernmental Agreement (IGA) between the City of Tucson and the Town of Marana, attached to this Resolution as Exhibit 1 and incorporated by this reference, pursuant to which the City will provide basic training for the Town's peace officer recruits at the Southern Arizona Law Enforcement Training Center (SALETC), in return for the Town's payment per recruit or, alternatively, providing full-time class counselors.

SECTION 2. The Mayor is authorized and directed to execute the attached IGA for and on behalf of the City of Tucson, and the City Clerk is authorized and directed to attest to the same.

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

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SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health, and safety of the City that this Resolution become immediately effective, an emergency is hereby declared to exist, and this Resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, August 19, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REVIEWED BY:

CITY MANAGER

DPM/lv
7/24/25

Council-Regular Meeting **C4**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: George Cardieri, Real Property Manager

From: George Cardieri, Real Property Manager

Date: October 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-096: Relating to Real Property; approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in Favor of Tucson Electric Power Company across a portion of Barnett Channel Public Drainage Way as needed for the Monarch master-planned community (George Cardieri)

Discussion:

Tucson Electric Power Company ("TEP") requires the Town of Marana to grant a non-exclusive electrical right-of-way easement across the Barnett Channel Public Drainage Way as a condition for providing electrical service to the Monarch master-planned community. The Town holds fee title to Barnett Channel public drainage way obtained through plat dedication by the Vanderbilt Farms Final Block Plat, recorded on June 29, 2020, in Sequence No. 20201810353 in the Pima County Recorder's Office. Town staff have worked extensively with TEP to ensure that the underground power line will be installed at an appropriate depth so as not to interfere with future public drainage infrastructure improvements planned for the Barnett Channel.

Staff Recommendation:

Staff recommends adoption of Resolution 2025-096, authorizing the Town Engineer to grant TEP a non-exclusive electrical right of way easement across a portion of the Barnett Channel Public Drainage Way.

Suggested Motion:

I move to adopt Resolution 2025-096 approving and authorizing the Town Engineer to execute a Non-Exclusive Electrical Right of Way Easement in Favor of Tucson Electric Power Company across a portion of Barnett Channel Public Drainage Way as needed for the Monarch master-planned community.

Attachments

Resolution No. 2025-096

Exhibit A to Resolution (ROW Easement and Legal Description)

Site Map

MARANA RESOLUTION NO. 2025-096

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE TOWN ENGINEER TO EXECUTE A NON-EXCLUSIVE ELECTRICAL RIGHT OF WAY EASEMENT IN FAVOR OF TUCSON ELECTRIC POWER COMPANY ACROSS A PORTION OF BARNETT CHANNEL PUBLIC DRAINAGE WAY AS NEEDED FOR THE MONARCH MASTER-PLANNED COMMUNITY

WHEREAS the Town of Marana holds fee title to the Barnett Channel public drainage way obtained through plat dedication by the Vanderbilt Farms Final Block Plat, recorded on June 29, 2020, in Sequence No. 20201810353 in the Pima County Recorder's Office; and

WHEREAS Tucson Electric Power Company ("TEP") has submitted a formal request for a non-exclusive right of way easement across a portion of the Barnett Channel public drainage way as a condition for providing electrical service to the Monarch master-planned community; and

WHEREAS Town staff have worked extensively with TEP to ensure that the underground feeder power line will be installed at an appropriate depth so as not to interfere with future public drainage infrastructure improvements planned for the Barnett Channel; and

WHEREAS the Mayor and Council of the Town of Marana find that the public interests are served by approving this resolution.

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

SECTION 1. The right of way easement in favor of TEP in substantially the form attached as Exhibit A and incorporated by this reference in this resolution, is hereby approved, and the Town Engineer is hereby authorized to sign the Right of Way Easement and any associated documents 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 right of way easement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 21st day of October 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

RIGHT OF WAY EASEMENT

TOWN OF MARANA, an Arizona municipal corporation

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities (taken together, the “Facilities”), in, over, under, across and along that certain real property described as follows (the “Easement”):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, for purposes of ingress and egress to the Easement, a right of access over, upon or along Grantor’s property as is reasonably necessary to access the Easement. Grantee shall repair any damage to Grantor’s property that results from any such ingress or egress.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the Easement that would impair the repair, maintenance or removal of any or all of the Facilities. All Facilities, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities, and shall have free access to the Facilities at all times for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee’s construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction Grantor changes the grade in such a way as to require relocation or alteration of the Facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the herein-described real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee’s reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement.

In consideration of the mutual terms, covenants and conditions herein contained, this easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2025.

TOWN OF MARANA, an Arizona municipal corporation

APPROVED AS TO FORM:

_____
SIGNATURE

_____
Jane Fairall, Town Attorney

_____
PRINTED NAME

_____
TITLE

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ for the Town of Marana, an Arizona municipal corporation.

_____
Notary Public

2024-2-T135154
W. O. #T144454
Monarch, Block 2, Feeder 1
Barnett Channel

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 · Office: 520.398.6651

Project No: 251238
Date: July 17, 2025
APN: 217-39-0300

ELECTRIC EASEMENT

A portion of Barnett Channel Public Drainage Way being a portion of Vanderbilt Farms recorded at Sequence Number 20201810353 in the Office of the Recorder, Pima County, Arizona, located in the southwest quarter of Section 26, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

COMMENCING at the west one-quarter corner of Section 26, Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona monumented by a brass capped survey monument stamped "RLS 13187" from which the southwest corner of said Section 26 monumented by a three-inch aluminum survey monument stamped "RLS 31034" bears South 00°28'13" East, 2633.81 feet distant (Basis of Bearings for this description);

Thence South 00°28'13" East upon the west line of said Section 26, a distance of 170.00 feet to the north line of Block 7 of Vanderbilt Farms recorded at Sequence Number 20201810353 in the Office of the Recorder, Pima County, Arizona coincident with the south right-of-way line of Barnett Channel Public Drainage Way (Barnett Channel) recorded at said Sequence Number 20201810353;

Thence North 89°23'08" East upon said north line and said south right-of-way line, a distance of 1529.42 feet to the **POINT OF BEGINNING**.

Thence North 00°47'28" West, a distance of 145.00 feet to the north right-of-way line of said Barnett Channel coincident with the south right-of-way line of Barnett Road recorded at said Sequence Number 20201810353;

Thence North 89°23'08" East upon said north right-of-way line of Barnett Channel and said south right-of-way line of Barnett Road, a distance of 15.00 feet;

Thence South 00°47'28" East, a distance of 145.00 feet to the south right-of way line of Barnett Channel and north line of Block 6 of said Vanderbilt Farms;

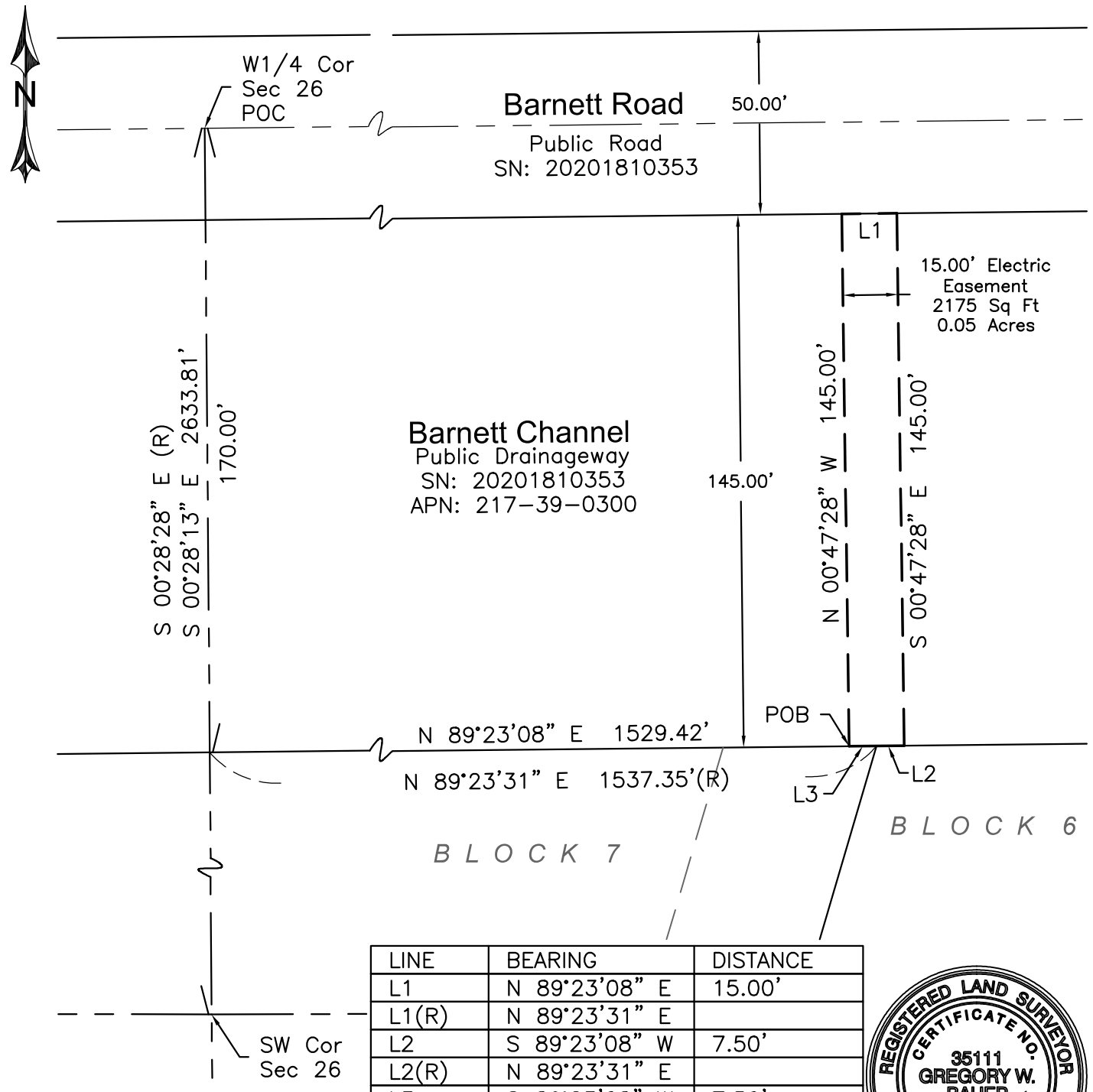
Thence South 89°23'08" West upon said south right-of-way line of Barnett Channel and said north line of Block 6, a distance of 7.50 feet to the northerly corner common with said Block 6 and said Block 7;

Thence continuing South 89°23'08" West upon said south right-of-way line of Barnett Channel and said north line of said Block 7, a distance of 7.50 feet to the **POINT OF BEGINNING**.

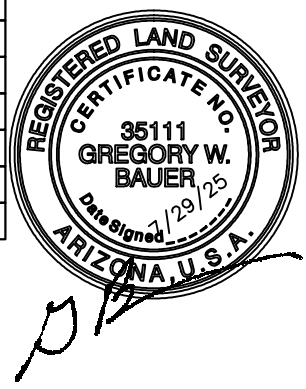
Said easement contains 2175 square feet or 0.05 acres, as described.

Prepared by:
Alta Environmental & Infrastructure
Gregory W. Bauer, RLS 35111





LINE	BEARING	DISTANCE
L1	N 89°23'08" E	15.00'
L1(R)	N 89°23'31" E	
L2	S 89°23'08" W	7.50'
L2(R)	N 89°23'31" E	
L3	S 89°23'08" W	7.50'
L3(R)	N 89°23'31" E	



EXHIBIT

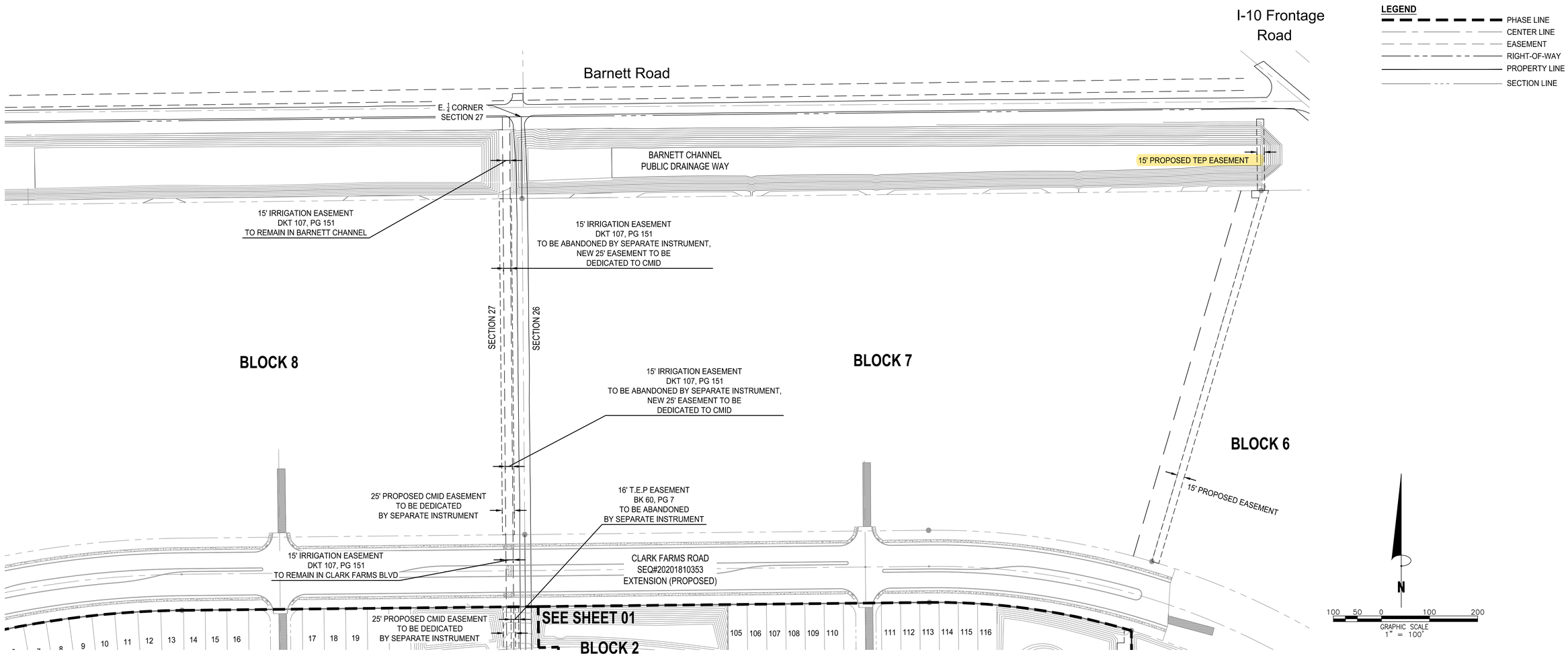
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
(R) RECORD DIMENSION ACCORDING TO SN 20201810353

ALTA E & I

SURVEY – ENGINEERING – GEOTECH
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

A PORTION OF BARNETT CHANNEL DRAINAGE WAY RECORDED AT SEQUENCE NO. 20201810353 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26, T11S, R11E, GILA & SALT RIVER MERDIAN, PIMA COUNTY, ARIZONA

Project No.	Drawn By: JPP	Date: 07/17/25
251321	Checked By: GB	Page: 2 of 2



PROJECT NUMBER: PRV2502-001
RELATED PROJECTS: DRA2502-001
RELATED PROJECTS: PRV1909-002

ADMINISTRATIVE ADDRESS: 11997 W CLARK FARMS BL., MARANA, AZ 85653

SITE MAP SHOWING EXISTING AND PROPOSED EASEMENTS

A PORTION OF THE SOUTH HALF OF SECTIONS 26 & 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G&SRM TOWN OF MARANA, PIMA COUNTY, ARIZONA

Bowman
3275 W. Ina Rd. Suite 220, Tucson, Arizona 85741 Phone: (520) 463-3200 www.bowman.com © Bowman Consulting Group, Ltd.

SCALE	DRAWN:	DATE : 07-16-25	JOB No. 051203-01-008	SHEET
H: NONE C.I.: 1 FOOT	DESIGN:	REV. DATE:		03 OF 03
	CHKD: JWW	REV. DATE:		

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

NOTE:
1. ALL STREETS ARE 'NEW' AND 'PUBLIC UNLESS OTHERWISE STATED.

CAD FILE NAME: V:\051203 - Monarch Development\051203-01-008 (ENG) - Block 2\Engineering\Work\AA\Easement EXH\051203-01-008-BK2 Easements.dwg 07/17/2025

Council-Regular Meeting **C5**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Heidi Lasham, Water Director

Date: October 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2025-097: Relating to Utilities; approving and authorizing the Mayor to sign an amendment to the Intergovernmental Agreement, effective December 1, 2025, between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (Sheila Nylund)

Discussion:

On November 17, 2020, the Town Council approved Resolution No. 2020-121, authorizing the Town to enter into an intergovernmental agreement (IGA) with Pima County for the provision of water consumption data and sewer user account billing services. Based on this IGA between Pima County and the Town of Marana, the Marana Water Department processes billing for Pima County Regional Wastewater Reclamation Department (RWRD) customers each month and transfers appropriate data and revenues to RWRD. For this service, the Town collected $1.59 per month per customer account processed without exceeding $65,000.00 (the Maximum Yearly Limit) annually. The IGA has a two-year term with up to four optional one-year extensions following the initial term. Amendment number one under this IGA, effective on December 1, 2022, established a revised user fee of $1.86 per month per customer account processed, and the Maximum Yearly Limit increased to $85,000.00 annually. Amendment number two under this IGA, effective December 1, 2023, established a revised user fee of $2.08 per month per customer account processed, and the Maximum Yearly Limit increased to $100,000.00 annually. Amendment number three under this IGA, effective December 1, 2024, established a revised user fee of $2.09 per month per customer account processed, and the Maximum Yearly Limit increased

to $102,000.00 annually.

The 2024 amendment to the original agreement expires on November 30, 2025. Marana Water Department staff has negotiated a new billing rate for the upcoming year. Pursuant to the proposed new amendment, which is attached as Exhibit A to the resolution accompanying these agenda materials, the rate will increase from $2.09 to $2.11 per month per customer account processed, and the Maximum Yearly Limit will increase from $102,000 to $107,800.00 annually. Under the proposed amendment, the IGA will be extended through November 30, 2026.

Financial Impact:

The revenue resulting from the amendment is included in the Water Department's revenue forecasting on an annual basis and helps toward the recovery of costs associated with the administration of the IGA terms.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2025-097, approving and authorizing the Mayor to sign an amendment to the intergovernmental agreement, effective December 1, 2025, between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services.

Suggested Motion:

I move to adopt Resolution No. 2025-097, approving and authorizing the Mayor to sign an amendment to the Intergovernmental Agreement, effective December 1, 2025, between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services.

Attachments

Resolution No. 2025-097

Exhibit A to Resolution (TOM PC Billing IGA)

MARANA RESOLUTION NO. 2025-097

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, EFFECTIVE DECEMBER 1, 2025, BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF WATER CONSUMPTION DATA AND SEWER USER ACCOUNT BILLING SERVICES

WHEREAS Pima County operates and maintains a public sanitary sewerage system and is the designated public sewer system provider for the eastern and southern portions of the Town of Marana; and

WHEREAS the Town of Marana is the potable water provider for a portion of the area that receives sewer service from Pima County; and

WHEREAS on November 17, 2020, the Town Council approved Resolution No. 2020-121 authorizing the Town to enter into an intergovernmental agreement with Pima County, effective December 1, 2020 (the "IGA"), for the provision of water consumption data and sewer user account billing services; and

WHEREAS the IGA is effective for a two-year period with up to four optional, one-year extensions; and

WHEREAS the Town and the County exercised the first one-year extension, effective December 1, 2022, and amended the IGA to increase the monthly billing rate for the provision of water consumption data and sewer user account billing services; and

WHEREAS the Town and the County exercised the second one-year extension, effective December 1, 2023, and amended the IGA to increase the monthly billing rate for the provision of water consumption data and sewer user account billing services; and

WHEREAS the Town and the County exercised the third one-year extension, effective December 1, 2024, and amended the IGA to increase the monthly billing rate for the provision of water consumption data and sewer user account billing services; and

WHEREAS the Town and the County are now desirous to exercise the fourth extension and amend the agreement to further increase the monthly billing rate for the provision of water consumption data and sewer user account billing services; and

WHEREAS the Mayor and Council find this resolution is in the best interests of the Town and its citizens.

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

SECTION 1. The amendment to the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services, substantially in the same form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized and directed to sign it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of October, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Pima County Department of Regional Wastewater Reclamation

Project: Billing and Collection Services

Contractor: Town of Marana

Contract No.: CT_21000000000000000224 (fka CT-WW-21*224)

Contract Amendment No.: 4

Orig. Contract Term:	12/01/2020 – 11/30/2022	**Orig. Amount:**	$130,000.00
Termination Date Prior Amendment:	11/30/2025	**Prior Amendments Amount:**	$417,000.00
Termination Date This Amendment:	11/30/2026	**This Amendment Amount:**	$107,800.00
		Revised Total Amount:	$654,800.00

INTERGOVERNMENTAL AGREEMENT AMENDMENT

WHEREAS, Pima County ("County") and the Town of Marana ("Town") entered into an Intergovernmental Agreement ("IGA") on December 1, 2020 for services as referenced above; and

WHEREAS, County and Town, pursuant to Section 4, have agreed to extend the term of the IGA for the fourth of four one-year renewal periods, and

WHEREAS, County and Town have agreed to increase the total contract amount to allow County payment to Town for the continued provision of sewer billing and collection services to County during the extended term of the IGA.

NOW, THEREFORE, it is agreed as follows:

1) **Maximum Payment Amount.** Section 3 of the IGA is amended as follows:

   a) The County and Town agree to increase the monthly administration and billing fee, set forth in Section 3(a) and most recently amended in the Third Amendment, from $2.09 to $2.11 per customer per month for the purpose of reimbursing Town for the cost of billing and collection services.

   b) The maximum amount County will spend under this IGA, as set forth in Section 3(b), is increased by $107,800.00. County's total payments to Town under this IGA, including any sales taxes, will not exceed $654,800.00.

2) **Term.** County is exercising the fourth extension option to renew the contract for one additional year commencing on December 1, 2025, and terminating on November 30, 2026. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which when fully executed and delivered will constitute a duplicate original. All counterparts together shall constitute a single agreement.

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

PIMA COUNTY

Rex Scott
Chair, Board of Supervisors

Date

ATTEST

Melissa Manriquez
Clerk of the Board

Date

Approval as to Content for PCRWRD

Jackson Jenkins, Director, RWRD

TOWN OF MARANA

Jon Post
Mayor, Town of Marana

Date

ATTEST

Jill McCleary
Town Clerk

Date

Approved as to Content for F&RMD

Director, F&RMD

Intergovernmental Agreement Determination

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

PIMA COUNTY:

Bobby Yu, Deputy County Attorney

TOWN OF MARANA:

Jane Fairall, Town Attorney

Council-Regular Meeting **C6**

Meeting Date: 10/21/2025

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: October 21, 2025

Subject: Approval of Regular Town Council Meeting Summary Minutes of October 7, 2025 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 10/07/2025

MARANA AZ
ESTABLISHED 1977

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 7, 2025, at or after 6:00 PM

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

DRAFT

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 6:00 PM and directed the Town Clerk to call the roll. **Vice Mayor Ziegler** and **Council Member Comerford** were absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Council Member Kai moved to approve the agenda as presented, with Item C1 removed from the Consent Agenda and tabled for a future meeting. Council Member Officer seconded the motion. Motion passed, 5-0.

CALL TO THE PUBLIC

Cathey Langione addressed the Council regarding her experiences connected to the Marana Regional Airport and her book recounting those stories. She expressed appreciation to several community members who encouraged her to share her history and renewed her connection to the airport, including **Don Duncan, Georgia Duncan**, **Town Manager Terry Rozema, Town Clerk Jill McCleary**, **Airport Superintendent**

Galen Beem, **Sally Edwards**, **Council Member Patrick Cavanaugh**, and **Jon Langione**.

PROCLAMATIONS

PR1 Proclamation Recognizing Tammy Burchett for 24 years of Dedicated Service to the Town of Marana (Jill McCleary)

Mayor Post presented a proclamation honoring **Parks and Recreation Programmer Tammy Burchett** for her long-standing contributions to the Parks and Recreation department.

Ms. Burchett expressed her gratitude to the Town Council, leadership, and staff for the opportunity to serve the Marana community.

PR2 Proclamation Recognizing the Service of Jim Conroy (Jill McCleary)

Mayor Post presented a proclamation honoring **Parks and Recreation Director Jim Conroy for** his leadership, successful completion of the department's 10-year Master Plan, and oversight of key projects such as the CalPortland Shared Use Path and Marana Aquatic & Recreation Center.

Mr. Conroy expressed appreciation to the Town of Marana and the Town Council. He also thanked staff for their teamwork and hard work.

Mayor Post relayed **Vice Mayor Ziegler's** regrets at being unable to attend and her gratitude for both recipients of the proclamations.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh commended the Parks and Recreation Department and Eagle Scouts for improvements at El Rio Preserve.

Mayor Post commented on the success of recent Town of Marana Community Conversation events. He also noted the Marana Chamber of Commerce's growth as a regional leader and acknowledged **CEO Amanda Wiggins** for her efforts.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that 66 single-family residential permits were issued in September 2025, compared to 67 issued in September 2024. He reminded the public that the Fall Festival would take place on Saturday, October 28, 2025, at Marana Heritage Park. He noted that the recent National Night Out event held on September 26 was well attended. **Mr. Rozema** also announced that the Marana Police Department

received $81,590 in grant funding from the Governor's Office of Highway Safety. He added that the final Community Conversation would be held on October 8 at the Marana C-STEM K–8 School in Dove Mountain and encouraged residents to attend. He shared that the latest episode of the "Real Talk with the Town" podcast featured **Economic Development Director Jason Angell**.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution 2025-091: Relating to Development; approving a Final Plat for Silver Yucca, Lots 1-18, Block "1" (Wireless Service) and Common Areas "A" (Private Streets) and "B" (Open Space/Drainage) located approximately one quarter mile east of the intersection of Dove Mountain Boulevard and Secret Springs Drive (Scott S. Radden)

C2 Relating to Procurement; approving a change order to the contract with Carollo in the amount of $915,945.00 for the Water Reclamation Facility expansion project design (WR023) and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Mike Osborne)

C3 Approval of Regular Town Council Meeting Summary Minutes of September 16, 2025 (Jill McCleary)

Council Member Cavanaugh moved to approve the consent agenda. Council Member Kai seconded the motion. Motion passed, 5-0.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2025-092: Relating to Boards, Commissions, and Committees; reappointing Jannine Beyer as Trustee for the Marana Health Care Benefits Trust for a four-year term (Jill McCleary)

Council Member Cavanaugh moved to adopt Resolution No. 2025-092. Council Member Kai seconded the motion. Motion passed, 5-0.

COUNCIL ACTION

A1 Resolution No. 2025-093: Relating to Development; adopting a notice of intent to enter into a retail development tax incentive agreement for the Cascada II development project proposed to be located east of I-10 and north of Twin Peaks Road (Jane Fairall)

Town Attorney Jane Fairall presented on this item. She provided background on the Cascada II development and explained that the draft agreement included a 45% retail sales tax reimbursement component tied to public infrastructure improvements. Ms. Fairall said the development agreement is expected to come before the Council on October 21 or November 1, 2025.

Council Member Kai moved to adopt Resolution No. 2025-093. Council Member Officer and Council Member Murphy seconded the motion. Motion passed, 5-0.

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)

Mr. Angell provided an update on public and private projects and development applications in the Town, as currently listed on the following website: https://maranaegov.com/portal/apps/experiencebuilder/experience/?draft=true&id=dae15ad306fb4a3fba65ee3babc21d54&page=Page&views=Water-Management%2CInspections

EXECUTIVE SESSION

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)(4) for discussion or consultation with the Town's attorneys to consider the Council's position and instruct the Town's attorneys regarding pending litigation and settlement discussions related to Westfall, et al v. Town of Marana, et al, Pima County Superior Court case number C20244749.

Mayor Post asked for a motion to go into executive session.

Council Member Cavanaugh moved to go into executive session on Item E1. Council Member Kai seconded the motion. Motion passed, 5-0.

[An executive session was held on Item E1, beginning at 6:31 PM and concluding at 7:01 PM.]

After returning from executive session, Council Member Cavanaugh moved to direct staff to proceed as discussed in executive session. Council Member Kai seconded the motion. Motion passed, 4-0. Council Member Officer recused himself due to a conflict of interest.

E2 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

E3 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration, and possible interview of a candidate for appointment to the Marana Health Care Benefits Trust Board.

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

Mayor Post asked for a motion to adjourn.

Council Member Cavanaugh moved to adjourn the meeting. Motion passed, 5-0. The meeting was adjourned at 7:02 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 7, 2025. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: October 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a New Liquor License, series #12 Restaurant liquor license submitted by Kong Lin Ni on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Drive, Tucson, Arizona, 85743 (Jill McCleary)

Discussion:

This application is for a New Application series #12 Restaurant liquor license at Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Dr, Tucson, Arizona, 85743.

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

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

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

If the Council's recommendation is for disapproval, the order must include an attachment stating the specific reasons for the recommendation of disapproval and include a summary of the testimony or other evidence supporting the recommendation.

If the Council enters an order recommending approval of the application, or makes no recommendation, then no hearing before the Arizona state liquor board will take place, unless the director of the DLLC, the Liquor Board or a resident within a one-mile radius from the premises requests a hearing. If the Council enters an order recommending disapproval of the application, or if the director, board or a resident within a one-mile radius from the premises requests a hearing, then the state board will hold a hearing regarding the application.

At the hearing, the state board will consider all evidence and testimony in favor of or opposed to the granting of the license. The decision of the board to either grant or deny an application will normally take place within 105 days after the application has been filed, unless the director of the DLLC deems it necessary to extend the time period.

Staff Recommendation:

The Town staff recommends that an order recommending approval be submitted to the DLLC for this liquor license application.

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new application series #12 Restaurant liquor license submitted by Kong Lin Ni on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Dr, Tucson, Arizona, 85743.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new application series #12 Restaurant liquor license submitted by Kong Lin Ni on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Dr, Tucson, Arizona, 85743.

Attachments

Redacted Application

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

LL 2025-11
received
09/18/2025
Email
8:13
NH

State of Arizona
Department of Liquor Licenses and Control

Created 07/18/2025 @ 11:06:29 AM

Local Governing Body Report

LICENSE

Number:
Type: 012 RESTAURANT
Name: KIRIN ASIAN BISTRO & SUSHI BAR
State: Pending
Issue Date:
Expiration Date:
Original Issue Date:
Location: 5884 W ARIZONA PAVILLIONS DRIVE
TUCSON, AZ 85743
USA
Mailing Address:
Phone: [redacted]
Alt. Phone:
Email: [redacted]

AGENT

Name: KONG LIN NI
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

OWNER

Name: KIRIN NI ASIAN BISTRO AND SUSHI BAR LLC
Contact Name: KONG LIN NI
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23802049
State of Incorporation: AZ
Incorporation Date: 03/19/2025
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

60th Day ~~9/16/25~~ 11/17/25

Officers / Stockholders

Name:
Title:
% Interest:

KONG LIN NI	Member	100.00

KIRIN NI ASIAN BISTRO AND SUSHI BAR LLC - Member

Name: KONG LIN NI
Gender: Male
Correspondence Address: [redacted]
Phone:
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

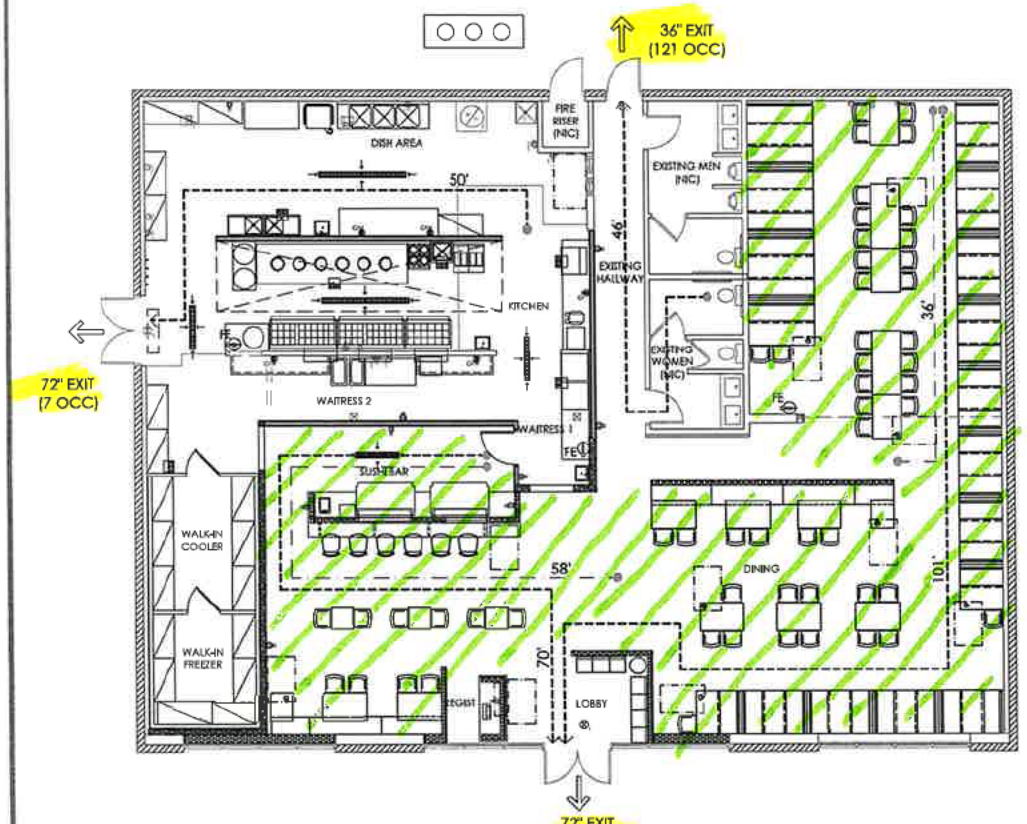
Application Number: 351566
Application Type: New Application
Created Date: 06/20/2025

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   5% LATE FEE
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   ~~Yes~~ NO Town of Marana (AP)
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   NONE
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   09/01/2025
9) What type of business will this license be used for?
   RESTAURANT

Kirin Asian Bistro & Sushi Bar



① EGRESS PLAN

LEGEND

EXIT TRAVEL DISTANCE

COMMON PATH OF TRAVEL

FE FIRE EXTINGUISHER

Liquor Consumption Areas

N

HEALTH DEPT. NOTES

1. IT IS GC'S RESPONSIBILITY TO ADHERE TO THE COUNTY HEALTH DEPARTMENTS CONSTRUCTION GUIDELINES AND INSPECTION REQUIREMENTS AS THEY PERTAIN TO THIS PROJECT.
2. ALL EQUIPMENT, INCLUDING CUSTOM AND OWNER SUPPLIED EQUIPMENT USED IN OPERATION OF A FOOD ESTABLISHMENT SUCH AS FREEZERS, HOODS, ICE MAKERS, SINKS, SLICERS, ETC., MUST BE CERTIFIED OR CLASSIFIED FOR SANITATION BY AN ANSI-ACCREDITED CERTIFICATION PROGRAM OR DEEMED TO COMPLY WITH PARTS 4-1 AND 4-2 OF THE F.C. EQUIPMENT MUST BE INSTALLED PRIOR TO FINAL INSPECTION.
   a. PROVIDE A SNEEZE GUARD WITH SIDE PANELS FOR PROTECTION OF ALL EXPOSED FOOD ALONG THE CUSTOMER SERVING COUNTER, BUFFET LINES, ETC. ALL SNEEZE GUARDS ARE APPROVED ON A CASE-BY-CASE BASIS AND REQUIRE FINAL ON-SITE APPROVAL.
   b. JOICEY-HOWES ICE RINKS MUST BE EQUIPPED WITH INTEGRAL COLD PLATES. DROP-IN TYPE COLD PLATES ARE NOT PERMITTED.
3. METAL SPLASHGUARDS MUST BE INSTALLED BETWEEN THE HAND SINK AND FOOD/BEVERAGE/UTENSIL RELATED AREAS WITHIN 24-INCHES OF THE HAND SINK.
4. WALL-IN UNIT WALLS, CEILING, AND FLOOR/WALL JUNCTURES MUST MEET ANSI ACCREDITED CERTIFICATION OF EQUIVALENT OR DEEMED ACCEPTABLE.
5. CONC. FLOORS IN WALK-IN UNITS SHALL BE FINISHED SMOOTH, EXPANSION JOINTS FILLED AND THOROUGHLY WATER SEALED.
6. CONC. CURBS IN WALK-IN UNITS MUST BE FINISHED SMOOTH, PROPERLY COVED, BEVELED AWAY FROM THE WALL AT THE TOP EDGE AND THOROUGHLY SEALED.
7. COVING MUST EXTEND INTERNALLY UP THE WALLS WITH A MIN. RADIUS OF 1" INCH ON THE INTERIOR OF THE UNIT. A 4" COVE BASE RADIUS IS REQUIRED ON THE EXTERIOR OF THE UNIT.
8. ALL GAPS, JOINTS, SEAM, CRACKS, PENETRATIONS, BEVERAGE CHASE LINES AND PLUGHOLES MUST BE SEALED SMOOTH AND FLUSH WITH THE SURFACE MATERIAL.
9. FLASH, TRIM, OR CAULK SPACES BETWEEN WALK-IN UNITS AND ADJACENT WALLS.
10. PROVIDE SUFFICIENT LIGHTING IN THE WALK-IN REFRIGERATOR. IF THE UNIT COMES WITH ONLY ONE STANDARD GLASS JELLY JAR AT THE ENTRANCE OF THE UNIT THEN INSTALL A SECONDARY VAPOR TIGHT FIXTURE.
11. CONDENSATE DRIP PAN/DRAIN LINE FOR REFRIGERATED AND FREEZER WALK-IN UNITS.
12. APPROVED COUNTERTOPS/SHELVING/MILLWORK (INCLUDING UNDERSIDE/INTERIOR) MUST BE CONSTRUCTED OF SMOOTH, NON-ABSORBENT, AND EASILY CLEANABLE MATERIALS (INCLUDING SEALING OF ANY JOINTS).
13. ALL WOOD SHELVING OR WOODWORK MUST BE SANDED SMOOTH, FREE OF OPEN JOINT SEALED OR PAINTED TO A SMOOTH, FINAL FINISH.
14. EXPOSED, ROUGH, UNFINISHED WOOD IS NOT AN APPROVED FINISH. PAINT/SEAL WOOD LOCATED UNDER COUNTERTOPS AND BARS. PAINT OR SEAL ANY WOOD EXPOSED FROM CABINET CUTOUTS OR CONDUIT PENETRATIONS.
15. LAMINATE SURFACE MATERIALS MUST NOT BE INSTALLED IN KITCHEN, FOOD PREP, PRODUCE PREP, FOOD SERVICE, WARE WASH, WAIT STATIONS, BEVERAGE STATIONS, BEVERAGE DISPENSER AREAS, BLENDER STATIONS, COUNTERTOP WARMERS, DRAWER WARMERS, COLD DROP-IN, HOT DROP-INS, FOOD STORAGE AREAS, SIMILAR FOOD AREAS, SIMILAR MOISTURE AREAS, INCLUDING CUSTOMER SELF-SERVICE AREAS.
16. LAMINATE COUNTERTOPS MUST NOT BE INSTALLED IN MOISTURE AREAS, INCLUDING PERIMETER TOILET ROOMS OR HAND WASH AREAS.
17. PROVIDE MIN. 50 FT CANDLES FOR DRINK/FOOD PREPARATION AREAS AND WHERE SAFETY IS A FACTOR, MIN. 20 FOOT CANDLES FOR TOILET ROOMS, HAND WASHING, WARE WASHING, EQUIPMENT AND UTENSIL STORAGE AREAS. THE INCLUDED INSIDE EQUIPMENT SUCH AS BEACHAN AND UNDER COUNTER REFRIGERATOR UNITS. MIN. 10 FOOT CANDLES FOR DRY FOOD STORAGE AREAS AND WALK-IN REFRIGERATION UNITS.
18. PROTECTIVE LIGHTS/LIGHTS/LIGHTS, PLASTIC SLEEVES WITH END CAPS, SHIELDED, COATED, OR OTHERWISE SHATTER-RESISTANT LIGHT BULBS/FIXTURES MUST BE INSTALLED ABOVE ALL FOOD PREPARATION, SERVICE, DISPLAY, FOOD STORAGE, UTENSIL WASHING, AND WALK-IN UNIT AREAS. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL REFRIGERATORS, FOOD DISPLAY CASE, BAR EQUIPMENT, COFFEE, SODA AND CONDIMENT STATIONS, UNDER VENT HOODS, AND OTHER SIMILAR AREAS. PROTECT HEAT LAMPS AGAINST BREAKAGE WITH A SHIELD SURROUNDING AND EXTENDING BEYOND THE BULB, LEAVING ONLY THE FACE OF THE BULB EXPOSED.
19. FOOD AND BEVERAGE EQUIPMENT, UTENSILS, LAUNDERED LINENS, FILTERS, CONDITIONING EQUIPMENT, SINGLE-SERVICE ITEMS, AND FOOD CONTACT SURFACE ITEMS, AND ALL OTHER SIMILAR
20. ITEMS/EQUIPMENT MAY NOT BE LOCATED/STORED IN LOCKER ROOMS, TOILET ROOMS, DRESSING ROOMS, GARAGE ROOMS, MECHANICAL ROOMS, UNDER SEWER LINES IN AREAS NOT ARE NOT SHIELDED TO PREVENT POTENTIAL DRIPS, UNDER LEAKING WATER LINES, INCLUDING AUTOMATIC SPRINKLER HEADS, OR UNDER LINES ON WHICH WATER HAS CONDENSED, UNDER OPEN STAIRWELLS, OR OTHER SOURCES OF CONTAMINATION.
21. PROVIDE NECESSARY CLEANING SUPPLIES IN OR AROUND MOP SINK AREA AS REQUIRED.
22. CEILINGS IN TEH MOP SINK ARE SHALL BE SMOOTH AND EASILY CLEANABLE.
23. EVERY TYPE I OR TYPE II HOOD SYSTEM MUST BE CONSTRUCTED OF STAINLESS STEEL, GALVANIZED STEEL, COPPER, OR OTHER MATERIAL AND APPROVE BY THE BUILDING OFFICIAL.
24. PROVIDE AN APPROVED CANOPY HOOD WITH AT LAST 6 INCH OVERLAP ON ALL OPEN SIDES BEYOND THE EDGE OF THE COOKING EQUIPMENT, OR AN APPROVED NON-CANOPY HOOD. OVENS MUST BE PIPE VENTILATED TO THE OUTSIDE AIR IF PROVIDED WITH A VENT COLLAR.
25. WALL SURFACES FROM THE LOWER EDGE OF TYPE I KITCHENE EXHAUST HOOD (EQUIPPED WITH A FIRE SUPPRESSION SYSTEM) TO THE FLOOR SURFACES, INCLUDING THE FLOOR/WALL JUNCTURES, MUST BE FINISHED WITH SEALED MATERIALS. COVE BASE AND WALL MATERIAL UNDER/ADJACENT TO THE HOOD MUST BE STAINLESS STEEL OR EQUIVALENT.
26. HOODS MUST BE FLASHED SOLID WITH APPROVED MATERIALS AT CEILING OR ADJACENT WALLS. ALL VENT HOOD GAPS MUST BE SEALED WITH METAL TYPE SILVER COLORED SILICONE.
27. PROVIDE SPLASH GUARD AT HAND SINKS AS REQUIRED.
28. PROVIDE CHEMICAL DISPENSER AT MOP SINK AND 3-COMP SINK AS REQUIRED.
29. PROVIDE CEILING ALL FOOD PREP AREA WITH MATERIAL THAT IS SMOOTH AND EASILY CLEANABLE.

WALL SHALL BE SMOOTH AND EASILY CLEANABLE

GENERAL NOTES

1. COORDINATE UTILITY WITH MEP DRAWINGS.
2. UNLESS NOTED OTHERWISE, PAINT ALL EXISTING AND NEW GYP. BD. SURFACES TO LEVEL 4 FINISH.
3. GC TO FIELD VERIFY IF INSULATION IS PROVIDED AT THE ROOF OVER ENTIRE SUITE. IF NONE PROVIDED, PROVIDE R-38 BATT INSULATION UNDERSIDE. PROVIDE ICRSM PAPER UNDER. PAINT PER OWNER'S DIRECTION GC TO REVIEW AND ADHERE TO LANDLORD'S REQUIREMENTS FOR TENANT CONSTRUCTION PRIOR TO STARTING WORK.
4. GC TO EXAMINE CONDITION OF EXPOSED EXISTING MASONRY WALL THROUGHOUT AND IF AND WHEN STRUCTURAL INTEGRITY OF THE WALL IS IN QUESTION, GC TO NOTIFY THE ARCHITECT, OWNER AND THE LANDLORD IMMEDIATELY FOR FURTHER DIRECTION
5. FIELD VERIFY EXISTING CEILING HEIGHT TO BOTTOM OF EXISTING ROOF FRAMING BEFORE ANY INSTALLATION. NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES, WHICH MAY RESULT IN MODIFICATION OF THE CONSTRUCTION DOCUMENTS PRIOR TO BEGINNING ANY WORK.
6. SUSPENDED ACOUSTICAL CEILINGS SHALL BE INSTALLED PER IBC SEC. 803.9.1 | ASTM C 635 AND C 636.
7. INT. SOFFIT FRAMING SHALL BE SUPPORTED FROM TOP CHORD OF EXISTING ROOF FRAMING ABOVE. EXISTING ROOF DECK SHALL NOT BE PENETRATED IN ANY CONDITION.
8. GC SHALL INSPECT EXISTING ROOF FRAMING STRUCTURE AND V.I.F. CLEARANCES. HE SHALL NOTIFY THE ARCHITECT AND/OR OWNER REGARDING ANY CONFLICT WHICH MAY ARISE OUT OF DISCREPANCIES BETWEEN NEW WORK AND EXISTING CLEARANCES PRIOR TO STARTING WORK.
9. EXISTING STRUCTURAL ELEMENTS SHALL REMAIN INTACT. GC SHALL REPAIR, REPLACE AND RESTORE ANY DAMAGED STRUCTURAL ELEMENTS TO ITS ORIGINAL CONDITION TO MAINTAIN ORIGINAL STRUCTURAL INTEGRITY.
10. ALL PENETRATION REQUIRED FOR NEW WORK INTO EXISTING DEMISING WALL, EXTERIOR WALL AND ROOF DECK SHALL BE WEATHER TIGHT CONSTRUCTION AND SHALL BE PERFORMED BY LANDLORD'S CONTRACTOR UNLESS NOTIFIED OTHERWISE BY THE LANDLORD.
11. EXISTING SHELL BUILDING'S ROOF CONSTRUCTION AND ROOFING MATERIAL SHALL REMAIN INTACT NOT TO JEOPARDIZE ITS WARRANTY. ANY CONCERN WITH DAMAGES OCCURRED BEFORE THE CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDLORD'S REPRESENTATIVE IMMEDIATELY PRIOR TO PROCEEDING WITH WORK.
12. ALL MECHANICAL UNITS MUST BE SUPPORTED ON FACTORY ROOF CURB CAPABLE OF DISTRIBUTING THE LOADS TO THE TRUSSES. GC SHALL COORDINATE WITH MEP FOR SPECIFIC REQUIREMENTS PRIOR TO STARTING WORK.
13. ALL ROOF TOP UNITS MUST BE SUPPORTED BY THE TOP CHORD OF THE TRUSSES AND MAY NOT BE SUPPORTED ON SUB-RAISING MEMBERS OR THE BOTTOM CHORD OF THE TRUSSES.
14. MAINTAIN CODE REQUIRED CLEARANCE AROUND MECHANICAL UNITS.
15. ROOF TOP UNIT SHALL NOT BE HIGHER THAN THE PARAPET HEIGHT. NOTIFY THE ARCHITECT IMMEDIATELY OF SUCH CONDITION PRIOR TO INSTALLATION.
16. GC TO PROVIDE TEMPORARY PROTECTION OVER EXPOSED ROOF AREAS WHEN CREATING ROOF PENETRATIONS.
17. GC SHALL BE RESPONSIBLE FOR MAINTAINING ACCEPTABLE WORKMANSHIP NOT TO DAMAGE EXISTING SHELL BUILDING'S EXTERIOR WALL CONSTRUCTION IN ORDER NOT TO JEOPARDIZE THE WARRANTIES IN PLACE. ANY CONCERN OR DAMAGES CREATED BY GC OR DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDLORD'S REPRESENTATIVE PRIOR TO PROCEEDING WITH WORK.
18. GC TO REPAIR, PATCH AND FINISH DAMAGED EXISTING AREAS, SURFACES, ITEMS AND ETC. TO MATCH EXISTING.
19. GC TO COORDINATE OUTLET INSTALLATION HEIGHT, EQUIPMENT LOCATION AND EQUIPMENT UTILITY CONNECTION HEIGHT AND LOCATION WITH THE OWNER PRIOR TO STARTING WORK.
20. ALL PENETRATIONS THROUGH EXISTING DEMISING WALL AND CEILING ASSEMBLIES MUST BE SEALED AND FIRESTOPPED, AS APPLICABLE, TO MATCH EXISTING FIRE RATING REQUIREMENTS.

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Scottsdale Arizona

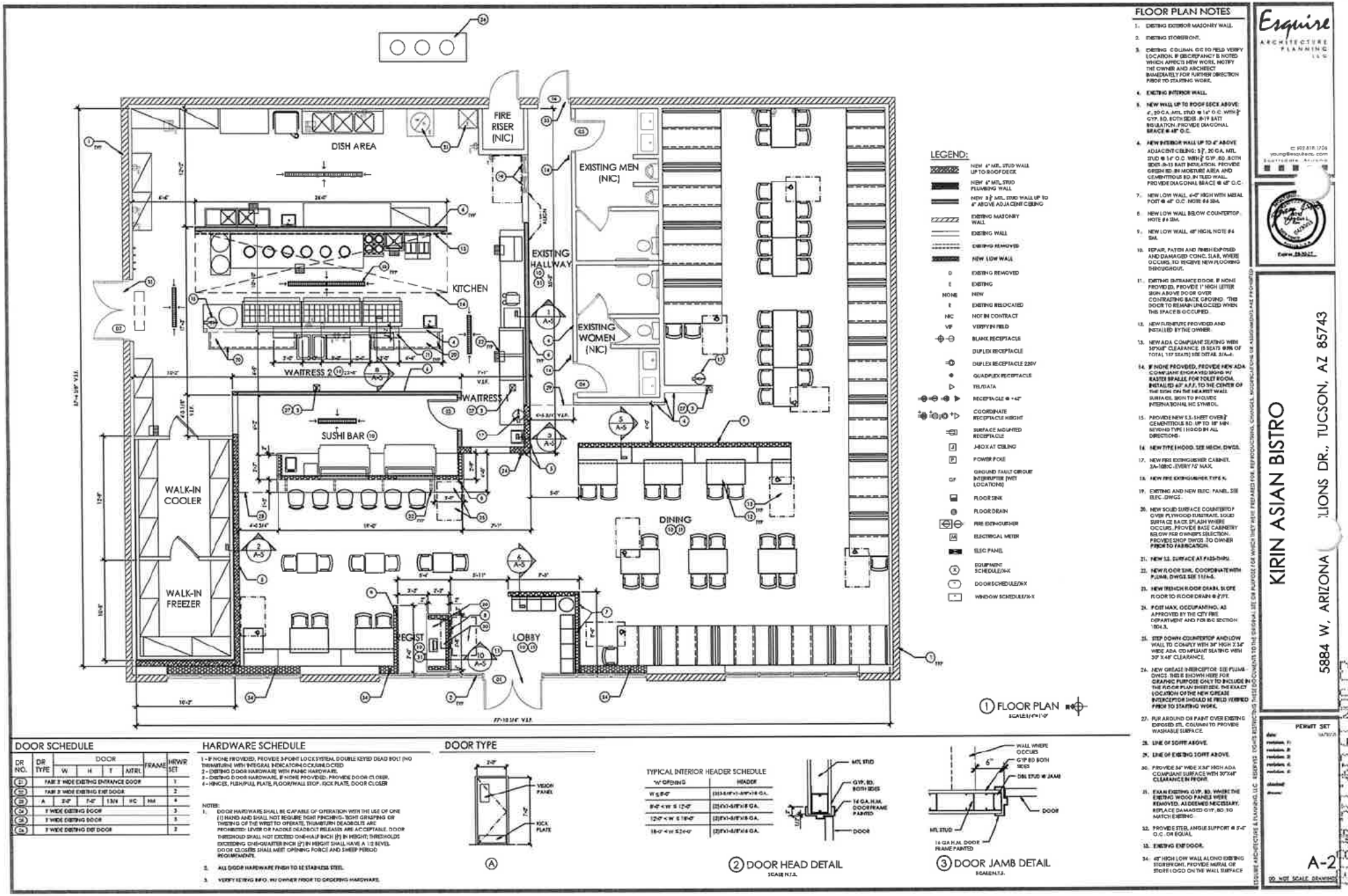
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FLOOR PLAN NOTES

1. EXISTING EXTERIOR MASONRY WALL.
2. EXISTING STOREFRONT.
3. EXISTING COLUMN. CC TO FIELD VERIFY LOCATION. IF DISCREPANCY IS NOTED WHICH AFFECTS NEW WORK, NOTIFY THE OWNER AND ARCHITECT IMMEDIATELY FOR FURTHER DIRECTION PRIOR TO STARTING WORK.
4. EXISTING INTERIOR WALL.
5. NEW WALL UP TO ROOF DECK ABOVE: 6", 20 GA. MTL. STUD @ 16" O.C. WITH 5/8" GYP. BD. BOTH SIDES. R-19 BATT INSULATION. PROVIDE DIAGONAL BRACE @ 48" O.C.
6. NEW INTERIOR WALL UP TO 4" ABOVE ADJACENT CEILING: 3 5/8", 20 GA. MTL. STUD @ 16" O.C. WITH 5/8" GYP. BD. BOTH SIDES. R-13 BATT INSULATION. PROVIDE GREEN BD. IN MOISTURE AREA AND CEMENTITIOUS BD. IN TILED WALL. PROVIDE DIAGONAL BRACE @ 48" O.C.
7. NEW LOW WALL. 4'-0" HIGH WITH METAL POST @ 48" O.C. NOTE #4 SIM.
8. NEW LOW WALL BELOW COUNTERTOP. NOTE #6 SIM.
9. NEW LOW WALL. 48" HIGH, NOTE #4 SIM.
10. REPAIR, PATCH AND FINISH EXPOSED AND DAMAGED CONC. SLAB, WHERE OCCURS, TO RECEIVE NEW FLOORING THROUGHOUT.
11. EXISTING ENTRANCE DOOR. IF NONE PROVIDED, PROVIDE 1" HIGH LETTER SIGN ABOVE DOOR OVER CONTRASTING BACK GROUND. "THIS DOOR TO REMAIN UNLOCKED WHEN THIS SPACE IS OCCUPIED."
12. NEW FURNITURE PROVIDED AND INSTALLED BY THE OWNER.
13. NEW ADA COMPLIANT SEATING WITH 30"X48" CLEARANCE. (5 SEATS @ 8% OF TOTAL 157 SEATS) SEE DETAIL 2/A-6.
14. IF NONE PROVIDED, PROVIDE NEW ADA COMPLIANT ENGRAVED SIGNS W/ RAISED BRAILLE FOR TOILET ROOMS, INSTALLED 60" A.F.F. TO THE CENTER OF THE SIGN ON THE NEAREST WALL SURFACE. SIGN TO INCLUDE INTERNATIONAL HC SYMBOL.
15. PROVIDE NEW 5.5 SHEET OVER 1/2" CEMENTITIOUS BD. UP TO 10' MIN BEYOND TYPE I HOOD IN ALL DIRECTIONS.
16. NEW TYPE I HOOD. SEE MECH. DWGS.
17. NEW FIRE EXTINGUISHER CABINET. 2A-10BC. EVERY 75' MAX.
18. NEW FIRE EXTINGUISHER, TYPE K.
19. EXISTING AND NEW ELEC. PANEL. SEE ELEC. DWGS.
20. NEW SOLID SURFACE COUNTERTOP OVER PLYWOOD SUBSTRATE. SOLID SURFACE BACK SPLASH WHERE OCCURS. PROVIDE BASE CABINETRY BELOW PER OWNER'S SELECTION. PROVIDE SHOP DWGS TO OWNER PRIOR TO FABRICATION.
21. NEW S.S. SURFACE AT PASS-THRU.
22. NEW FLOOR SINK. COORDINATE WITH PLUMB. DWGS. SEE S1/A-5.
23. NEW TRENCH FLOOR DRAIN. SLOPE FLOOR TO FLOOR DRAIN @ 1/4".
24. 9 OCC MAX. OCCUPANTING, AS APPROVED BY THE CITY FIRE DEPARTMENT AND PER IBC SECTION 1004.3.
25. STEP DOWN COUNTERTOP AND LOW WALL TO COMPLY WITH 34" HIGH X 36" WIDE ADA COMPLIANT SEATING WITH 30" X 48" CLEARANCE.
26. NEW GREASE INTERCEPTOR. SEE PLUMB. DWGS. THIS IS SHOWN HERE FOR GRAPHIC PURPOSE ONLY TO INCLUDE IN THE FLOOR PLAN SHEET SIDE. THE EXACT LOCATION OF THE NEW GREASE INTERCEPTOR SHOULD BE FIELD VERIFIED PRIOR TO STARTING WORK.
27. PUR AROUND OR PAINT OVER EXISTING EXPOSED STL. COLUMN TO PROVIDE WASHABLE SURFACE.
28. LINE OF SOFFIT ABOVE.
29. LINE OF EXISTING SOFFIT ABOVE.
30. PROVIDE 36" WIDE X 84" HIGH ADA COMPLIANT SURFACE WITH 30"X48" CLEARANCE IN FRONT.
31. EXAM EXISTING GYP. BD. WHERE THE EXISTING WOOD PANELS WERE REMOVED. AS DEEMED NECESSARY, REPL DAMAGED GYP. BD. TO MATCH EXISTING.
32. PROVIDE STEEL ANGLE SUPPORT @ 5'-0" O.C. OR EQUAL.
33. EXISTING EXIT DOOR.
34. 48" HIGH LOW WALL ALONG EXISTING STOREFRONT. PROVIDE MURAL OR STORE LOGO ON THE WALL SURFACE

① FLOOR PLAN
SCALE: 1/4"=1'-0"

DOOR SCHEDULE

DR NO.	DR TYPE	DOOR W	H	T	MTRL	FRAME MTRL	HDWR SET
01	PAIR 3' WIDE EXISTING ENTRANCE DOOR						1
02	PAIR 3' WIDE EXISTING EXIT DOOR						2
03	A	3'-0"	7'-0"	1 3/4	HC	HM	4
04	3' WIDE EXISTING DOOR						3
05	3' WIDE EXISTING DOOR						5
06	3' WIDE EXISTING DBT DOOR						2

HARDWARE SCHEDULE

1 - IF NONE PROVIDED, PROVIDE 3-POINT LOCKSYSTEM. DOUBLE KEYED DEAD BOLT (NO THUMBTURN) WITH INTEGRAL INDICATOR/CLEAR/LOCKED
2 - EXISTING DOOR HARDWARE WITH PANIC HARDWARE.
3 - EXISTING DOOR HARDWARE. IF NONE PROVIDED, PROVIDE DOOR CLOSER.
4 - HINGES, PUSH/PULL PLATE, FLOOR/WALL STOP, KICK PLATE, DOOR CLOSER

NOTES:
1. DOOR HARDWARE SHALL BE CAPABLE OF OPERATION WITH THE USE OF ONE (1) HAND AND SHALL NOT REQUIRE TIGHT PINCHING, TIGHT GRASPING OR TWISTING OF THE WRIST TO OPERATE. THUMBTURN DEADBOLTS ARE PROHIBITED. LEVER OR PADDLE DEADBOLT RELEASES ARE ACCEPTABLE. DOOR THRESHOLD SHALL NOT EXCEED ONE-HALF INCH (1/2") IN HEIGHT. THRESHOLDS EXCEEDING ONE-QUARTER INCH (1/4") IN HEIGHT SHALL HAVE A 1:2 BEVEL. DOOR CLOSERS SHALL MEET OPENING FORCE AND SWEEP PERIOD REQUIREMENTS.
2. ALL DOOR HARDWARE FINISH TO BE STAINLESS STEEL.
3. VERIFY EXISTING INFO. W/ OWNER PRIOR TO ORDERING HARDWARE.

DOOR TYPE

Ⓐ

TYPICAL INTERIOR HEADER SCHEDULE

'W' OPENING	HEADER
W ≤ 3'-0"	(2)3-1/2"x1-1/2"x16 GA.
3'-0" < W ≤ 12'-0"	(2)5-1/2"x1-1/2"x16 GA.
12'-0" < W ≤ 18'-0"	(2)7-1/2"x1-1/2"x16 GA.
18'-0" < W ≤ 24'-0"	(2)9-1/2"x1-1/2"x16 GA.

② DOOR HEAD DETAIL
SCALE N.T.S.

③ DOOR JAMB DETAIL
SCALE N.T.S.

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'25 JUN 19 Liq. Lic. AM 8:31

DO NOT INCLUDE

Parking lots, living quarters or areas where business is not conducted under this liquor license.
Please identify which orientation is North on the diagram.

IMPORTANT NOTE: As stated in A.R.S.§4-207.01 (B), it is the licensee's responsibility to notify the Department of Liquor by Licenses and Control when there are changes to the service areas or the square footage of the licensed premises, either increase or decrease.

IMPORTANT NOTE: A site inspection must be conducted prior to activation of the license. A $50.00 fee for the inspection will be due and payable upon submitting this application.

SIGNATURE

I, (Print Full Name) Kong Lin Ni **hereby swear under penalty of perjury that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature

'25 JUN 19 Liq. Lic. AM 8:31

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with Black Ink

1. Name of restaurant (Please print): Kirin Asian Bistro & Sushi Bar

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	Westar Restaurant Equipment Inc Gas Range, 6 rings 50,000 BTU
Oven	Montague Grizzly 4 burner range with 12 griddle and standard oven
Freezer	Amerikooler QF101077**FBRF 10' x 10' Indoor Walk-in Freezer w/ Remote Compressor
Refrigerator	Amerikooler QC101287**NBRC-448A 10' x 12' Indoor Walk-In Cooler w/ Remote Compressor
Sink	Splash 3 Compartment Sink w/ 14"L x 16"W, 12" Deep
Dish Washing Facilities	Rental - to be determine
Food Preparation Counter (Dimensions)	Blue Air BLMT72-HC 3 doors All stainless Mega Top Prep Table 72" wide
Other	Vulcan 2GR45MF Gas Fryer - (2) 50 lb Vats, 240,000 BTU

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

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

(**Do not include kitchen, bar, hi-top tables, or game area.**) 60 %

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

(**If yes, what percentage of the public floor space does this area cover?**) 0 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [120]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 120]

7. What type of dinnerware is primarily used in your restaurant? ☑ Reusable ☐ Disposable ☐ Both

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

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

4-TV's

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

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

10. List number of employees for each position:

Position	How many
Cooks	2
Bartenders	0
Hostesses	2
Managers	1
Servers	4
Other (Kitchen staffs)	4
Other ( )	
Other ( )	

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

Applicant Signature: _____

'25 JUN 19 Liq. Lic. #8



BEER

DOMESTICE $4
Bud Light, Coors Light, Michelob Ultra

IMPORTS $4.5
Corona

ASIAN BOTTLE BEER

Kirin Ichiban:	*(Sm, 12oz)* $4.5	*(Lg, 22oz)*	$7.5
Kirin Light:	*(Sm, 12oz)* $4.5	*(Lg, 22oz)*	$7.5
Sapporo	*(Sm, 12oz)* $4.5	*(Lg, 22oz)*	$7.5
Asahi	*(Sm, 12oz)* $4.5	*(Lg, 22oz)*	$8
Tsingtao			$4.5



BEVERAGE

Soft Drink $3.25
Pepsi, Diet Pepsi, Pepsi Zero, Starry (Caffeine Free), Root Beer, Dr Pepper, Lemonade, Orange Crush, Raspberry Tea , Unsweetened Ice Tea

Juice $2.99
Apple, Orange

Coffee or Hot Tea $2.25

WHITE WINE

Angeline Chardonnay	$7 / *Bottle* $23
Villa Sandi Pinot Grigio	$7 / *Bottle* $23
Caposaldo Moscato	$7 / *Bottle* $23

JAPANESE PLUM WINE

$7 / *Bottle* $23

RED WINE

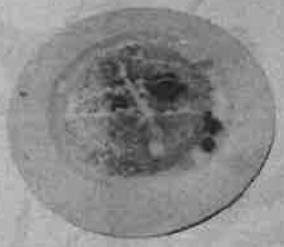
Angeline Cabernet Sauvignon	$8 / *Bottle* $25
High Heaven Merlot	$8 / *Bottle* $25
Cavit Pinot Noir	$8

SAKE

House Sake	*(Sm)* $5	*(Lg)* $8
Sayuri Nigori (bottle)		$15
Junmai Gingo Sake (bottle)		$16
Strawberry Nigori (bottle)		$16
Peach Sake (bottle)		$16
Pineapple Sake		$16
Sake Bomb		$10.5

(22 oz Large Beer and Small Sake)
Choice beer: Sapporo/ Kirin/ Kirin Light





Coconut Rice

DESSERT

Japanese Mochi *Green tea, mango or strawberry*	$4.95
Ice Cream *Green tea or vanilla*	$4.50
Cheese Cake	$4.50
Tiramisu	$4.50
Fried Cheese Cake	$5.50
Coconut Rice	$5.00
Tempura ice Cream *Green tea or vanilla*	$6.00

Japanese Mochi

Soup

Egg Drop Soup	(S) 3.50	(L) 5.50
Miso Soup		3.00
Japanese fermented soybean soup base w. seaweed, tofu & scallions		
Lemon Grass Coconut Chicken or Shrimp Soup		5.50
Asparagus, shiitake mushroom w. coconut flavor soup base		
Chicken Hot & Sour Soup	(S) 4.00	(L) 6.50
Shrimp Wonton Soup		6.50
Seafood Miso Soup		7.00
Scallop, shrimp and crab meat mixed with shredded vegetable in a miso soup broth		
Vegetables & Tofu Soup (for 2)		6.50
House Special Soup (for 2)		8.50
Chicken, shrimp, scallops and mixed vegetables		
Tom Yam Soup		6.50
Shrimp, shiitake mushroom, bell pepper, bean sprout w. Thai traditional spicy soup broth		

Salads

Green Salad *w. Ginger Dressing*	3.50
Avocado Salad *Avocado, green salad w. ginger dressing*	5.75
Cucumber Salad	5.50
Kani Salad	5.95
Seaweed Salad	5.50
Squid Salad	7.00
Crispy Calamari Salad	10.50
Mango, raisins, jicama, cashews w. lettuce serving w. ginger dressing	
Grilled Chicken Salad	9.00
Mango, raisins, jicama, cashews w. lettuce serving w. ginger dressing	
Grilled Shrimp Salad	10.00
Mango, raisins, jicama, cashews w. lettuce serving w. ginger dressing	

Appetizers

Veg. Spring Roll (2)	3.75
Egg Roll (2)	5.00
Edamame	5.00
Spicy Garlic Edamame	6.50
Cheese Wonton (6)	5.50
French Fries	5.00
Gyoza (6) *Potstickers*	7.00
Homemade Pork Dumpling (8) *Potstickers*	9.50
Fried Calamari	8.50
Firecracker Shrimp *Fried shrimp w. spicy curry sauce*	8.95
Chicken on The Stick (4)	7.50
Beef on The Stick (4)	8.00
Thai Chicken Lettuce Wrap *Diced chicken, bell peppers, jicama, spicy Thai sauce, serving fresh lettuce*	9.00
Vegetable Tempura (7)	8.00
Chicken & Vegetable Tempura	9.50
Shrimp & Vegetable Tempura	10.50
Fried Jumbo Shrimp (5)	8.50

** Raw items / The FDA advises consuming raw or under cooked meats, poultry, seafood or eggs increases your risk of food borne illness.*
Prices subject to change without notice.

Appetizers from Sushi Bar

* Sushi Appetizer (5pcs)	10.50
* Sashimi Appetizer (6pcs)	12.00
Baked Mussels (4 pcs) *Half shelled green mussels topped with spicy mayo, fish eggs and scallions*	9.50
* Pepper Tuna (6 pcs) *Sliced seared tuna & served w. panzu sauce*	12.00
Jalapeño Boat	7.50
Yellowtail w. Jalapeno *Yellowtail, Jalapeno w. soy yuzu sauce*	12.00
* Tuna Carpaccio *Seared tuna wrapped w. spicy crabmeat in chef special sauce*	12.00
Toko Ball(6pcs) *(Fried octopus ball w. eel sauce, mayo, bonito flake, furikake, masago, scallion)*	9.00
Mushroom Boat	6.50

Regular Rolls or Hand Rolls

(Regular roll 5-6 pcs)

California Roll *Crab, cucumber, avocado*	6.50	Boston Roll *Shrimp, cucumber, lettuce w. mayo*	6.75
Spicy California Roll *Spicy crab,cucumber,avocado*	7.50	Spicy Crab Roll	7.50
*Tuna Roll	7.75	Shrimp California Roll *Shrimp, cucumber, avocado*	7.00
*Spicy Tuna Roll	7.75	Salmon Skin Roll	6.75
*Yellowtail Roll	7.50	Crab Meat Tempura Roll	7.00
*Spicy Yellowtail Roll	7.75	Chicken Tempura Roll	7.00
*Salmon Roll	6.75	Shrimp Tempura Roll	8.95
Smoked Salmon Roll	6.75	*Alaska Roll *Salmon, avocado, cucumber*	7.00
*Salmon Avocado Roll	7.00	*Spicy Scallop Roll	8.95
*Salmon Cucumber Roll	7.00	Spicy Shrimp Roll	7.95
*Spicy Salmon Roll	7.75	Futo Maki *Crab stick, tamago, cucumber, avocado, oshinko*	7.00
Eel Cucumber Roll	7.75	Cotton roll *Spicy crab,cream cheese, cucumber rolled in crunch with eel sauce*	10.00
Eel Avocado Roll	7.75	Spider Roll *(Fried soft shell crab with avocado and cucumber)*	12.50
Philadelphia Roll *Smoked salmon, avocado, cream cheese*	6.75		
*Tuna Avocado Roll	8.50		
*Tuna Cucumber Roll	8.50		

VEGETABLE ROLL

Vegetable Roll	5.50	Mango Avocado Roll	5.75
Avocado Roll	5.00	Sweet Potato Roll *with eel sauce*	5.50
Cucumber Roll	5.00	A.A.C. Roll *Avocado, asparagus, cucumber*	5.50
Cucumber & Avocado Roll	5.50	Inari Roll *Tofu skin*	5.00
Oshinko Roll *Japanese pickled radish*	5.00		
Asparagus Roll	5.00		

Nigiri Sushi or Sashimi

Two pieces per order

*Salmon	7.00	Tofu Skin	5.50
*Tuna	8.00	Octopus	8.00
*White Tuna	7.00	Red Clam	7.00
*Yellowtail	7.50	*White Fish	6.50
Eel	6.50	*Squid	6.50
Smoked Salmon	6.50	*Tobiko	6.50
Shrimp	6.50	*Ikura (Salmon fish eggs)	6.50
Crab Stick	5.50	*Pepper Tuna	6.50
Egg Omelet	5.50	*Scallop	7.50
Sweet Shrimp	11.00	Mackerel	6.00
Albacore Tuna	6.50	Masago	6.50

Special Rolls (6-8pcs)

* W & Z ROLL *Spicy crab, avocado, cucumber inside, spicy tuna, slice Jalapeno, crunchy on the top with spicy mayo & eel sauce*	$17.50
MARICOPA ROLL *Shrimp tempura, avocado inside, topped w. spicy crabmeat, crunchy & eel sauce*	$15.50
ANGEL ROLL *Shrimp tempura, cream cheese inside, top with crab meat, spicy mayo, eel sauce, scallions and masago*	$14.00
TWIN DRAGON ROLL *In: Salmon, tuna, crab* *Top: Eel, avocado* *Sauce: Eel sauce, masago, sesame seeds*	$16.50
* DYNAMITE ROLL *Spicy yellowtail, tuna inside, topped w. spicy crunchy crabmeat & eel sauce*	$14.00
* FIRE ISLAND ROLL *Salmon, shrimp, crab, avocado topped w. salmon, jalapeno & hot sauce*	$15.00
LOBSTER TEMPURA ROLL *Lobster tempura, asparagus, avocado, lettuce, cucumber, masago inside, w. soybean paper, eel sauce*	$18.00
* RAINBOW ROLL *California roll top with four kinds fishes*	$15.50
GREEN DRAGON ROLL *Eel, cucumber inside, topped w. avocado, masago, eel sauce*	$14.00
* NINJA ROLL *Spicy yellowtail, avocado, cucumber & crunch inside, top w. yellowtail & black tobiko and jalapeño*	$15.00
* PHOENIX ROLL *Spicy crab, avocado, cucumber inside, spicy tuna, slice Jalapeno, crunchy on the top with spicy mayo & eel sauce*	$15.00
SAMURAI ROLL *Shrimp tempura, avocado inside, topped w. spicy crabmeat, crunchy & eel sauce*	$14.50
* UZUMAKI ROLL (6 pcs) *Salmon, tuna, white tuna, scallion, masago w. cucumber warp, soy yuzu sauce*	$15.50
* SWEET HEART *Spicy tuna & avocado inside, topped with tuna, wrapped in a heart shape*	$16.50
SPIDER MAN ROLL *Soft shell crab, mango inside, topped w. seared pepper tuna, avocado, 4 kinds of tobiko w. spicy mayo, wasabi mayo, eel sauce*	$17.50
FLAMINGO ROLL *In: Cooked shrimp, crab, asparagus tempura* *Top: Spicy salmon, Halapeno, crunchy* *Sauce: Eel sauce, mango sauce*	$15.50
* KING ROLL *Spicy tuna, yellowtail & crunch, topped w. salmon, avocado, tobiko, scallions, wasabi mayo & eel sauce*	$15.50
* GODZILLA ROLL *Shrimp tempura, cream cheese, jalapeno inside, topped w. spicy salmon, spicy mayo & eel sauce*	$15.50
MANGO SHRIMP ROLL *Shrimp tempura, avocado, crab, mango wrap in soy paper with spicy mayo,eel sauce and mango sauce*	$15.50
* KICKBOXER ROLL *Tempura shrimp,salmon and spicy crab inside, top with seared salmon and shrimp with spicy sriracha, sweet chili and green onions*	$16.50
* HONEY BEE ROLL *Smoke salmon, cream cheese and cucumber inside, spicy tuna on the top ,with spicy sauce, honey, mango cubes, crunchy, sesame seeds and green onions*	$17.00
LAS VEGAS ROLL (Deep Fried) *Cream cheese, avocado, smoked salmon, crab, deep fried w. spicy mayo, eel sauce, masago, scallion*	$14.00
MOUNTAIN ROLL (6 pcs) (Deep Fried) *White fish, avocado, cream cheese, jalapeno, deep fried w. spicy crab on top, w. eel sauce, spicy mayo, sweet chili, scallion, crunch*	$
* VOLCANO ROLL (6pcs) (Deep Fried) *Crab, avocado, cream cheese, deep fried, topped w. spicy tuna, spicy mayo, eel sauce, crunch, masago, scallion*	$14.50
ARIZONA TOWER ROLL (Deep Fried) *Deep fried California roll surrounded on the bottom, top with cucumber and spicy crab salad with spicy mayo and eel sauce*	$14.00
SUNTAN BAKED ROLL *Baked california roll top mix with spicy scallop, shrimp, octopus, spicy crab meat and onion with spicy mayo, eel sauce, scallion and masago.*	$15.00

Plate from Sushi Bar

Served w. miso soup or salad
No substituted

*Roll A *Tuna roll, salmon roll, California roll*	16.50	*Deluxe Sashimi Combo *16 pcs of chef's choice sashimi*	38.00
*Roll B *Spicy tuna roll, spicy salmon roll & spicy yellowtail roll*	17.00	*Salmon Combo *5pcs sashimi, 3 pcs sushi w. roll*	23.00
*Sushi A *7 pcs of chef's choice sushi w. tuna roll*	23.00	*Tuna Combo *5pcs sashimi, 3 pcs sushi w. roll*	26.00
*Sushi B *9 pcs of chef's choice sushi w. spicy tuna roll*	27.00	*Yellowtail Combo *5 pcs sashimi, 3 pcs sushi w. roll*	25.00
*House Sashimi Combo *12 pcs of chef's choice sashimi*	30.00	Unagi Don *8 pcs eel over rice, with oshinko and seaweed salad*	22.00

POKE BOWL

sushi rice on the bottom top with spicy crab, seaweed salad and avocado, serving with sauce on the side

*Salmon Poke Bowl	15.50	*Deluxe Poke Bowl **(3 kings fish combination)**	18.95
*Tuna Poke Bowl	16.50	Spicy Tuna Poke Bowl **(ground tuna)**	15.95

Party Platters

No substituted

Platter A* *8 pieces sashimi, 4 pieces sushi & 1 spicy crab roll*	30.50	Party For 6* *15 pcs chef's choice sushi spicy tuna roll, California roll, Alaska roll, Las Vegas roll, green dragon roll*	68.00
Platter B* *12 pieces sashimi, 6 pieces sushi, plus spicy tuna roll, California roll & Rainbow roll*	55.00	Party For 8* *15 pcs sashimi chef's choice, 12 pcs sushi chef's choice, spicy tuna roll, California roll, Alaska roll, Las Vegas roll, Casa Grande roll*	99.00
Party For 4* *California roll, spicy tuna roll, eel avocado roll, Alaska roll, rainbow roll, Las Vegas roll*	43.50		

Noodles & Rice

Vegetable Pad Thai *(Peanut allergy alert)*	10.95	House Special Lo Mein *(Chicken, beef & shrimp combination)*	14.50
Chicken Pad Thai *(Peanut allergy alert)*	11.95	Yaki Udon w. Chicken or Beef *(Thick smooth & satisfying wheat flour noodles quick-stir fried in pan w. veg.)*	13.50
Shrimp Pad Thai *(Peanut allergy alert)*	13.50		
Chicken Malaysian Rice Noodles	11.95	Yaki Udon w. Shrimp *(Thick smooth & satisfying wheat flour noodles quick-stir fried in pan w. veg.)*	14.95
Shrimp Malaysian Rice Noodles	13.50		
Singapore Mei Fun	14.50	Yaki Soba	
Vegetable Fried Rice	9.95	w. Chicken or Beef *(Thin spaghetti wheat flour noodles, quick-stir fried in pan with vegetables)*	13..
Roast Pork Fried Rice	10.95		
Chicken Fried Rice	10.95		
Beef Fried Rice	10.95		
Shrimp Fried Rice	11.95	Yaki Soba w. Shrimp *(Thin spaghetti wheat flour noodles, quick-stir fried in pan with vegetables)*	14.95
House Special Fried Rice *(Chicken, beef & shrimp combination)*	13.95		
Chicken Pineapple Fried Rice *(Nut allergy alert)*	11.95	Nabeyaki Udon Noodle Soup *(Crab meat, chicken, veg. & shrimp tempura on the side)*	15.00
Shrimp Pineapple Fried Rice *(Nut allergy alert)*	12.95		
Vegetable Lo Mein	11.95		
Chicken Lo Mein	12.95	Korean Ramen	
Beef Lo Mein	12.95	Noodle Soup *(Crab meat, chicken, tofu & veg.)*	15.00
Shrimp Lo Mein	13.95		

Side Order

White Rice	2.50	Side Fried Rice	6.50
Brown Rice	3.00	Side Lo Mein	7.50
Sushi Rice	3.50	Side Steam Vegetable	7.95

Kitchen & Entrees

Served with miso soup or salad & one choice of white rice (or brown rice add $ 1, fried rice add $ 2, lo mein add $ 3)

TERIYAKI

Chicken Teriyaki	15.95
Steak Teriyaki	18.50
Salmon Teriyaki	18.00
Shrimp Teriyaki	17.00

TEMPURA

Vegetable Tempura	11.50
Chicken & Veg. Tempura	14.50
Shrimp & Veg. Tempura	16.00



House Special

Served one choice of white rice
(or brown rice add $1, fried rice add $2, lo mein add $3)

- Spicy Mango Chicken 14.00
  Chicken w. tropical fruit in chef's special sauce
- Spicy Mango Shrimp 16.00
  Shrimp w. tropical fruit in chef's special sauce
- General Tso's Chicken (White Meat) 14.50
- Orange Chicken (White Meat) 14.50
- Sesame Chicken (White Meat) 14.50
- General Tso's Delight 15.50
  White meat chicken & shrimp
- Happy Four Season 16.50
  Chicken, beef, shrimp, scallops & vegetable with brown sauce
- Curry Seafood Pot 17.50
  Shrimp, scallop, salmon & vegetable in curry sauce
- Wok Basil Chicken or Beef 14.00
  Stir fry with basil leaf in chef's special sauce
- Wok Basil Shrimp 16.00
  Stir fry with basil leaf in chef's special sauce
- Triple Delight w. Garlic Sauce 16.00
  Chicken, beef, shrimp & veggie w. spicy garlic sauce
- Szechuan Crispy Shredded Beef 15.00
- Szechuan Crispy Chicken 15.00
- W & Z House Curry 17.50
  Chicken, beef, shrimp, scallop & vegetable with mild curry sauce
- Ginger & Scallion Chicken 14.00
- Ginger & Scallion Beef 14.00
- Ginger & Scallion Shrimp 16.00
- Walnut Shrimp 16.50
- Mongolian Beef 14.95
- Seafood Delight 18.95
  Lobster, shrimp, scallop, crab meat w. mix veg. in white sauce
- Dragon & Phoenix 17.00
  Shrimp with mix vegetables & general chicken combo

Diet Menu & Gluten Free

Served with brown rice, steam with diet lite brown sauce on the side, or cook with gluten free sauce

- Steam or Gluten Free Broccoli 11.50
- Steam or Gluten Free Mixed Vegetables 11.50
- Steam or Gluten Free Broccoli w. Chicken 12.95
- Steam or Gluten Free Mixed Vegetables w. Chicken 12.95
- Steam or Gluten Free Broccoli w. Shrimp 14.95
- Steam or Gluten Free Mixed Vegetables w. Shrimp 14.95
- Steam or Gluten Free Broccoli w. Scallops 16.95
- Steam or Gluten Free Mixed Vegetables w. Scallops 16.95
- Steam or Gluten Free Mixed Vegetables w. Chicken, Shrimp & Scallops 16.95

Taste of South East Asia

Served one choice of white rice
(or brown rice add $1, fried rice add $2, lo mein add $3)

- Thai Curry Chicken or Beef 13.50
  With eggplant, tofu, shiitake mushroom & potato
- Thai Curry Shrimp 14.95
  With eggplant, tofu, shiitake mushroom & potato
- Thai Curry Scallops 16.95
  With eggplant, tofu, shiitake mushroom & potato
- Thai Herb Chicken or Beef With eggplant, tofu & bell pepper 13.50
- Thai Herb Shrimp With eggplant, tofu & bell pepper 14.95

All pictures shown are for illustration purposes only

Taste of China

Served one choice of white rice
(or brown rice add $1, fried rice add $2, lo mein add $3)

Chicken $12.95

1. Moo Goo Gai Pan
2. Broccoli w. Chicken
3. Mixed Veggie w. Chicken
4. Snow Peas w. Chicken
5. Fresh Mushroom w. Chicken
6. Cashew Nuts w. Chicken
7. Black Bean Sauce w. Chicken
8. Japanese Eggplant w. Chicken
9. Kung Pao Chicken (Peanut allergy alert)
10. Wok Glazed Ginger Chicken
11. Sweet & Sour Chicken
12. Chicken Chow Mein
    No Soft Noodle, w. Crunchy Noodle.
    All Cabbage, Onion, Celery & Bean Sprouts

Roast Pork $12.95

1. Broccoli w. Roast Pork
2. Mixed Veggie w. Roast Pork
3. Snow Peas w. Roast Pork
4. Fresh Mushroom w. Roast Pork
5. Cashew Nuts w. Roast Pork
6. Black Bean Sauce w. Roast Pork
7. Garlic Sauce w. Roast Pork
8. Japanese Eggplant w. Roast Pork
9. Kung Pao Roast Pork (Peanut allergy alert)
10. Wok Glazed Ginger Roast Pork
11. Roast Pork Chow Mein
    No Soft Noodle, w. Crunchy Noodle.
    All cabbage, onion, celery & bean sprouts

Beef $13.75

1. Pepper Steak
2. Broccoli w. Beef
3. Mixed Veggie w. Beef
4. Snow Peas w. Beef
5. Fresh Mushroom w. Beef
6. Cashew Nuts w. Beef
7. Black Bean Sauce w. Beef
8. Japanese Eggplant w. Beef
9. Garlic Sauce w. Beef
10. Kung Pao Beef (Peanut allergy alert)
11. Wok Glazed Ginger Beef
12. Beef Chow Mein
    No Soft Noodle, w. Crunchy Noodle.
    All cabbage, onion, celery & bean sprouts

Shrimp $14.95

1. Broccoli w. Shrimp
2. Mixed Veggie w. Shrimp
3. Snow Peas w. Shrimp
4. Fresh Mushroom w. Shrimp
5. Cashew Nuts w. Shrimp
6. Black Bean Sauce w. Shrimp
7. Garlic Sauce w. Shrimp
8. Japanese Eggplant w. Shrimp
9. Kung Pao Shrimp (Peanut allergy alert)
10. Wok Glazed Ginger Shrimp
11. Sweet & Sour Shrimp
12. Shrimp Chow Mein
    No Soft Noodle, w. Crunchy Noodle.
    All cabbage, onion, celery & bean sprouts

Scallop $16.95

1. Broccoli w. Scallops
2. Mixed Veggie w. Scallops
3. Snow Peas w. Scallops
4. Fresh Mushroom w. Scallops
5. Cashew Nuts w. Scallops
6. Black Bean Sauce w. Scallops
7. Japanese Eggplant w. Scallops
8. Garlic Sauce w. Scallops
9. Kung Pao Scallops (Peanut allergy alert)

Vegetables $11.50

1. Mixed Veg. with Tofu
2. Tofu Home Style
3. Mixed Veg. w. Garlic Sauce
4. Sauteed Mushrooms
5. Vegetable Chow Mein
   No Soft Noodle, with Crunchy Noodle, All cabbage, onion, celery & bean sprouts
6. Sauteed Broccoli
7. Wok Glazed Ginger Veg.
8. Thai Curry Vegetable
   Eggplant, tofu, shiitake mushroom & potato
9. Thai Herb Eggplant & Tofu

Lunch Menu

Monday-Saturday 11:00am - 3:00pm (Exclude Holidays)

- Vegetable Pad Thai (Peanut allergy alert) 9.50
- Chicken Pad Thai (Peanut allergy alert) 9.50
- Shrimp Pad Thai (Peanut allergy alert) 10.50

South East Asia Cuisine

Served one choice of white rice
(or brown rice add $1, fried rice add $2, lo mein add $3)

- Spicy Mango w. Chicken 9.50
- Spicy Mango w. Shrimp 10.50
- Thai Curry Chicken or Beef 9.50
  With eggplant, tofu, shiitake mushroom and potato
- Thai Curry Shrimp or Scallops 10.50
  With eggplant, tofu, shiitake mushroom and potato
- Wok Basil Chicken or Beef 9.50
- Wok Basil Shrimp 10.50

Taste of China

Served w. one choice of white rice
(or brown rice add $ 1 fried rice add $ 2, lo mein add $ 3)

- Mixed Veggie w. Chicken or Beef 9.50
- Mixed Veggie w. Shrimp or Scallops 10.50
- Garlic Sauce w. Chicken or Beef 9.50
- Garlic Sauce w. Shrimp or Scallops 10.50
- Black Bean Sauce w. Chicken or Beef 9.50
- Black Bean Sauce w. Shrimp or Scallops 10.50
- General Tso's Chicken 9.50
- Sesame Chicken 9.50
- Broccoli w. Chicken or Beef 9.50
- Broccoli w. Shrimp or Scallops 9.50
- Kung Pao Chicken 9.50
- Sweet Sour Chicken 9.50

Japanese Bento Boxes

Served w. miso soup, salad, california roll, pot stickers & one choice of white rice
(or brown rice add $1, fried rice add $2, lo mein add $3)

- B1. Chicken Teriyaki 11.95
- B2. Steak Teriyaki 12.95
- B3. Salmon Teriyaki 13.95
- B4. Shrimp Teriyaki 12.95
- B5. Broiled Eel (3 Pieces Eel) 13.50
- B6. Shrimp & Veg. Tempura 12.50
- B7. Vegetable Tempura 10.95
- B8. Sushi Box* (3 Pieces Sushi) 12.50
- B9. Sashimi Box* (4 Pieces Sashimi) 13.00

LUNCH SUSHI BAR

Served w. Miso Soup or Salad

1. Sushi Lunch * 5 pcs chef's choice sushi & California roll 15.50
2. Sashimi Lunch * 7 pcs chef's choice sashimi 15.50
3. Sushi & Sashimi Lunch * 3 pcs sushi, 6 pcs sashimi & tuna roll 21.95

Lunch Roll Special

Served w. miso soup or salad

ANY TWO ROLLS $11.95 | **ANY THREE ROLLS $15.50**

1. California Roll
2. Alaska Roll *
3. Philadelphia Roll
4. Cucumber Roll
5. Avocado Roll
6. Oshinko Roll
7. Asparagus Roll
8. Sweet Potato Roll
9. Tuna Roll *
10. Salmon Roll *
11. Yellowtail Roll *
12. Spicy Tuna Roll *
13. Spicy Salmon Roll *
14. Spicy Yellowtail Roll *
15. Eel Avocado Roll
16. Eel Cucumber Roll
17. Spicy Crab Roll
18. Shrimp California Roll
19. Shrimp Tempura Roll
20. Mango Avocado Roll
21. A.A.C. Roll
22. Spicy Shrimp Roll
23. Salmon Skin Roll
24. Boston Roll
25. Tuna Avocado Roll *
26. Tuna Cucumber Roll *
27. Salmon Avocado *
28. Salmon Cucumber *
29. Avocado Cucumber Roll
30. Chicken Tempura Roll
31. Inari Roll
32. Vegetable Roll
33. Crabmeat Tempura Roll
34. Spicy California Roll

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RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

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

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

11. **General Ledger**

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

B. Cash Receipts/Disbursement Journals
   1) Daily Bank Deposit Slips
   2) Bank Statements and canceled checks

12. **Tax Records**

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

13. **Payroll Records**

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

B. Employee Log (A.R.S. §4-119)

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

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

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

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

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

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: _____

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

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

Personal Information Questionnaire

DLLC USE ONLY	
Fee:	22
Job #:	3515160
Date Accepted:	6-19-25
CSR:	AP

fp pending 605-710

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Ni (Last) Kong Lin (First) (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: [redacted]
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: 12
2. Business Name (doing business as): Kirin Asian Bistro & Sushi Bar
3. Business Address: 5884 W Arizona Pavilions Dr, Tucson, AZ 85743

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: Kong Lin Ni

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 ☑

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

I, (Print Full Name) Kong Lin Ni 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: 7-8-25

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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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: Kong Lin Ni

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) Kong Lin Ni **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:** 07-08-25

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ATTACHMENT

SECTION 4 – BACKGROUND FOR KONG LIN NI

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, I am the liquor license agent/controlling person of the following establishment(s):

License #	Location
012100027493	GMG CHINESE BISTRO – 10370 N Canada Drive #190, Oro Valley, AZ 85737
012070022453	WZ ASIAN BISTRO & SUSHI BAR – 9880 S Rural Road #105, Tempe, AZ 85284

Name: Kong Lin Ni

Signature: _____

Date: 7-8-25

'25 JUN 19 Liqr. Lic. AM 8:30

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 #:	351566
Date Accepted:	6-19-25
CSR:	AP

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

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

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

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

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

PRINT the following information:

Date	**Name of Applicant:**
5.28.25	Ni, Kang Lin
Name of Fingerprint Technician:	
Joschanna Reis	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name:	**Phone Number:**
Scottsdale Fingerprinting	480.704.3318
Type of Photo ID Provided (check one):	
☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	

'25 JUN 19 Liqr. Lic. AM 8:31

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) Kong Lin Ni

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 _____ **COUNTRY** [redacted]

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

2) Name of document: Driver License

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

'25 JUN 19 Liqr. Lic. AM 8:31

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

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

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

1. An Arizona driver license issued after 1996 or an Arizona non-operating identificationcard.

2. A driver license issued by a state that verifies lawful presence in the United States.

3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)

4. A United States certificate of birth abroad.

5. A United States passport. ***Passport must be signed***

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

8. A United States citizenship and immigration services employment authorization document or refugee travel document.

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

12. A tribal or bureau of Indian affairs affidavit of birth.

13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

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

_____
Name of document provided

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

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

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

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

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

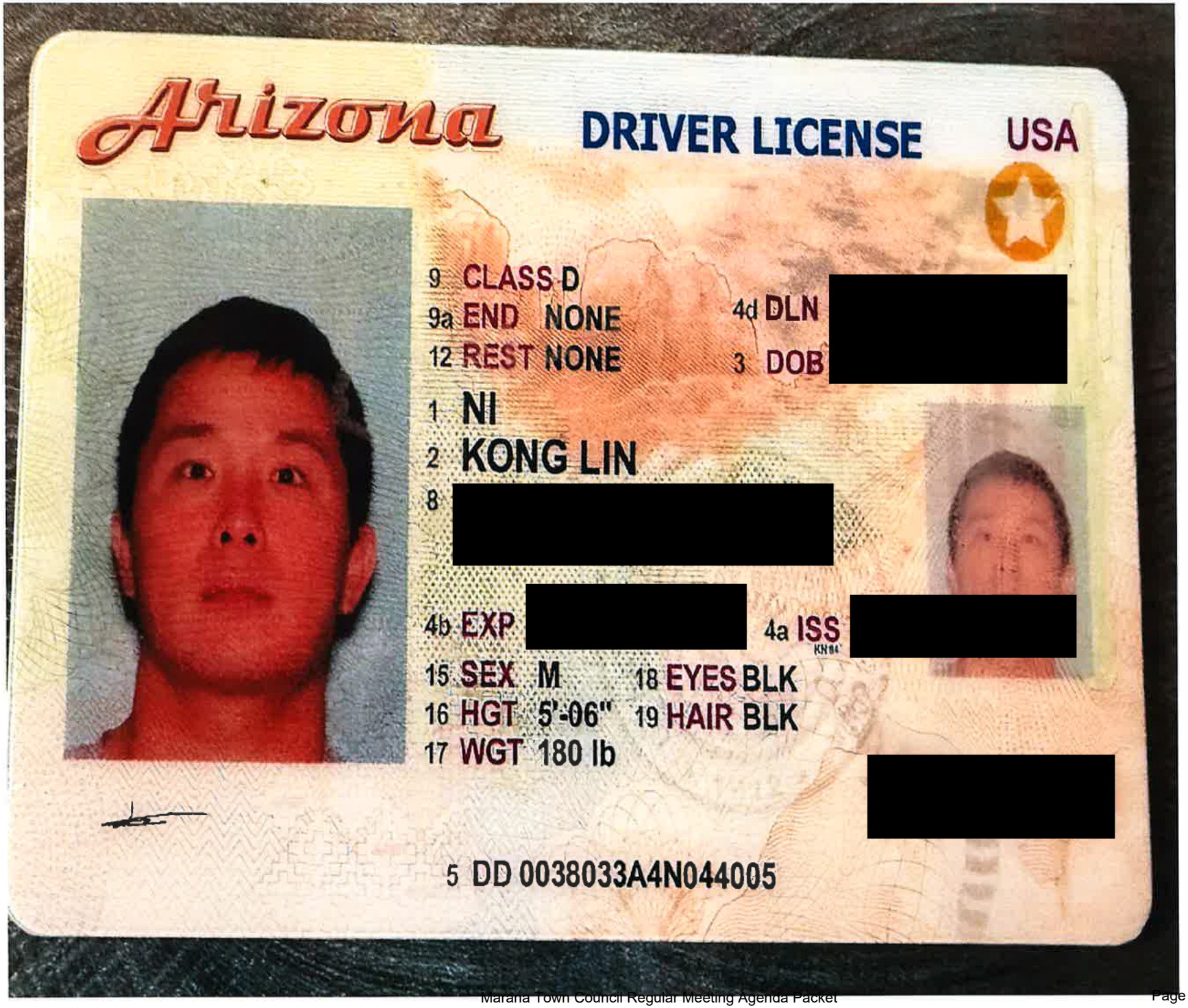
10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

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

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

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

Kong Lin Ni		5-22-25
Print Name	**Signature**	**Date**



25 JAN 19 Liv. Lic. 8 82

'25 7 11 Liqr. Dept AM 7:55

Kong Lin Ni
[redacted]

July 8, 2025

AZ Department of Liquor Licenses and Control
800 West Washington, 5 Floor
Phoenix, AZ 85007

RE: Current Residential Address

Dear Sir/Madam,

I was living in [redacted] and moved to [redacted]
[redacted] I have recently moved to [redacted]

I am working on updating my driver's license to the current address of [redacted]

Sincerely,

Kong Lin Ni

'25 JUN 19 Liqr. Lic. AM 8:02

Certificate # ON-LINE

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

Certificate of Completion
For
Title 4 BASIC Liquor Law Training

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

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

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

Student Information

Kong Lin Ni
Full Name (please print)

Signature

11/26/2023
Training Completion Date

11/26/2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

US Liquor Laws
Company Name

P.O. Box 6965, Chandler, Arizona 85246
Mailing Address

(480) 709-8900
Daytime Contact Phone Number

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

Instructor Signature

11 / 26 / 2023
Mo Date Year

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

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

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

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

July 11, 2013

Certificate # ON-LINE

'25 JUN 19 Liqr. Lic. AM 8:32

Certificate of Completion
For
Title 4 MANAGEMENT Liquor Law Training

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

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

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

Student Information

Kong Lin Ni
Full Name (please print)

Signature

11/26/2023
Training Completion Date

11/26/2026
Certificate Expiration Date
(three years from completion date)

Training Provider Information

US Liquor Laws
Company Name

P.O. Box 6965 Chandler, Arizona 85246
Mailing Address

(480) 709-8900
Daytime Contact Phone Number

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

Instructor Signature

11 / 26 / 2023
Mo Date Year

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

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

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

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

July 11, 2013

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 09/19/25 Date of Posting Removal: ____/____/____

Applicant's Name: NI (Last) Kong Lin (First / Middle)

Business Address: 5884 W Arizona Pavilions Dr (Street) Tucson (City) 85743 (Zip)

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

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

Signature	Date Signed

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

Local Governing Body Recommendation

A.R.S. § 4-201(C)

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

Type or Print with Black Ink

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 351566 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-11

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 21 (Day) of October (Month), 2025 (Year) considered the application of Kong Lin Ni (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 Kong Lin Ni (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for_____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

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

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **A1**

Meeting Date: 10/21/2025

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: October 21, 2025

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2025.022; Relating to Development; approving a rezoning of approximately 752.5 acres of land to establish the Cascada II Specific Plan generally located east of Interstate 10 and north of Twin Peaks Road within a portion of Sections 9, 10, 15, and 22, Township 12 South and Range 12 East (Brian D. Varney)

Resolution No. 2025-098: Relating to Development; declaring as a public record filed with the Town Clerk the Cascada II Specific Plan adopted by Ordinance No. 2025.022 (Brian D. Varney)

Discussion:

Request
Lazarus and Silvyn, PC, representing BP Cascada Partners, LLC and the property owners, is requesting approval of the Cascada II Specific Plan. The proposed specific plan comprises approximately 752.5 acres of the remaining undeveloped land within the area encompassed by the Cascada Specific Plan and the Cascada North Specific Plan. The applicant proposes to consolidate the 752.5 acres of land considered suitable for development, and not dedicated to other public entities or other specific uses, into a single plan identified as the Cascada II Specific Plan.

Marana General Plan
The Marana 2040 General Plan designates the proposed specific plan area as Master Planned Area.

Proposed Land Use

The Cascada II Specific Plan will be a regional master-planned mixed-use development incorporating residential, commercial and industrial uses. Higher density commercial and industrial development is planned closer to the Interstate, as well as Twin Peaks Road. The Natural Undisturbed Open Space previously established by the Cascada and Cascada North specific plans is proposed to be retained and not altered by this plan. The Cascada II Specific Plan provides increased opportunities for non-residential development, as well as the potential for increased residential densities. The applicant states that expanding residential diversity is a primary goal of the plan. Exhibit III.A. Land Use Concept defines the proposed land uses as Residential, Village Center, Open Space and Drainage and Future District Park, which is land previously dedicated to the Town for future development of a park site.

The Residential land use category allows for a mixture of residential land uses including both single-family and multi-family, as well as accessory dwelling units allowed on single-family lots greater than 10,000 square feet. Build-for-Rent products are a permitted use within this land use category. The plan identifies three single-family residential product categories: Low-Density; Medium-Density; and High-Density with minimum lot sizes of 2,900 S.F., 1,500 S.F., and 700 S.F., respectively. Multi-family residential development is limited to a maximum density of 36 residences per acre. Residential development will, in part, adhere to the Town's typical Residential Design Standards. Staff believes that the standards proposed exceed the intent of the Town's typical standards.

The Village Center land use category accommodates all uses allowed within the Residential category; however, it guarantees a minimum of 100 acres of commercial land use. This category allows all uses permitted within the Town's standard Village Commercial (VC) zone as well as a number of additional uses. Typical uses include restaurants, medical / healthcare facilities, entertainment and recreational uses, office uses, and various service uses. Uses such as energy storage facilities, marijuana dispensaries, and wireless communication facilities may be allowed; however, these uses shall be subject to the Town's own regulations and standards as defined within the Marana Town Code. Some light and general manufacturing uses are also permitted. Non-residential development will also adhere, in part, to the Town's Multi-Family, Commercial, and Industrial Design Standards with some exceptions. Staff believes that the non-residential design standards proposed exceed the intent of the Town's typical standards.

The Open Space and Drainage land use is intended to accommodate typical drainage improvements, as well as utilities, trails, trailhead amenities, enhanced landscaping, etc. Some of the open space and recreational components of the specific plan include neighborhood parks, trails, and approximately 80 acres along the I-10 frontage dedicated to the Town to be developed as a district park. Asphalt multi-use paths at a width of 10 feet will be constructed along the length of the four major drainage corridors to provide recreational options as well as connectivity to the larger pedestrian and bicycle network of multi-use paths and sidewalks within the development. A total of 19 acres of neighborhood parks will be developed within most of the blocks throughout the Cascada II development. The recreational component of the project will be designed in accordance with the Town's recreational area standards including

the Subdivision Recreational Area Design Manual.

Access and Circulation
Access to the specific plan area will be provided at two locations off of Twin Peaks Road. Cascada Boulevard is ultimately proposed as a four-lane divided arterial roadway with a raised median and will serve as the primary access to Cascada II. It is anticipated that it will be constructed as a two-lane road within Phase I and expanded to its ultimate width in subsequent phasing. Bike lanes and sidewalks will be included within the cross-section of the road as well as an asphalt multi-use path at a minimum width of 12 feet. Corona Real, the second access off of Twin Peaks Road, will be constructed as a two-lane roadway and includes bicycle and pedestrian access. Alma Gitana will be constructed as a three-lane roadway. Lambert Lane will be constructed as a two-lane roadway from Twin Peaks Road to west of Cascada Boulevard and will be constructed during Phase 2 or Phase 3 of the Cascada II project as identified in the Traffic Impact Analysis.

Utilities
Water service will be provided by Marana Water with the expansion of the Town's existing system. The Town will require a Water Infrastructure and Phasing Plan (WIP) identifying water use, fire flow requirements, and all on-site and off-site water facilities required to serve the project. A water service agreement will be required, and all necessary on-site and off-site water infrastructure will be required to be constructed by the property owner / developer at the time of development. Sewer service will be provided by Pima County Regional Wastewater Reclamation Department. It is anticipated that sewer for the project will connect to the existing Oasis Hills Public Outfall Sewer and the existing Dove Mountain Public Off-Site Sewer both of which are located near the southwest boundary of Cascada. The rezoning area lies within the service areas of Northwest Fire District, TRICO, Southwest Gas, Century Link, and Comcast.

Citizen Participation
The applicant and its client held a neighborhood meeting on July 29, 2025, to discuss the proposed specific plan and allow an open dialogue with neighbors and other parties interested in the proposed specific plan. Questions related to impacts upon existing water supply, drainage, and the proximity of proposed development to existing residential uses were raised. Additional concerns regarding timing of construction, impacts upon existing views and wildlife, and the inevitable increase to area traffic were also discussed.

Public Notification
This public hearing was appropriately noticed in The Daily Territorial, and all property owners within 300 feet of the boundary of the rezoning area were noticed by United States mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Development Agreement
On October 7, 2025, the Town Council adopted Resolution No. 2025-093, adopting a notice of intent to enter into a retail development tax incentive agreement for the

Cascada II development project. Town staff is completing its negotiations with respect to the terms of the proposed agreement and currently anticipates that the agreement will be presented to Council for adoption at its November 4, 2025 meeting.

Case Analysis Review Criteria
Pursuant to Town Code Section 17-3-1(D), the Planning Commission and Town Council shall consider the following questions, at a minimum, in reviewing an application for rezoning:

1. Any change of character in the area due to installation of public facilities, other zone changes, new growth trends, deterioration, and development;

   Based upon the requirements and conditions, the rezoning amendment does not appear to be detrimental to the character of the area due to installation of public facilities or any other rezoning changes;

2. The degree to which the proposed zoning will benefit the community; whether there will be benefits derived by the community, or area, by granting the proposed rezoning;

   With the acceptance of the recommended conditions, this rezoning amendment will benefit the community by providing additional commercial and industrial opportunities and residential options. A large number of new service uses are expected to provide benefit to the community as the result of this development;

3. Whether the proposed rezoning is compatible with the surrounding area or whether there will be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new use will generate such as excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

   Based on the recommended requirements and conditions, the rezoning amendment is compatible with the surrounding area, and it does not appear that it will adversely impact the adjacent street network or generate excessive storm runoff, water, air, or noise pollution, excessive nighttime lighting, or other nuisances;

4. Whether the proposal conforms with and is in furtherance of the implementation of the goals and policies of the general plan, other adopted plans, and the goals, objectives and policies of the land development code, and other town regulations and guidelines, including goals and policies relating to economic development;

   With the acceptance of the recommended conditions, the rezoning amendment conforms with the goals and policies of the general plan, the land development code, and other town regulations and guidelines;

5. The zoning districts and existing land uses of the surrounding properties;

   Based on the recommended requirements and conditions, the rezoning amendment is

compatible with the zoning of the surrounding properties and existing land uses;

6. Whether the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

   With the acceptance of the recommended conditions, the existing and proposed transportation infrastructure is suitable and adequate to serve the traffic anticipated to be generated by the proposed development;

7. Whether the existing and proposed utility infrastructure, public facilities, and public services are suitable and adequate to serve the proposed rezoning area;

   Based upon the rezoning requirements and conditions, there is adequate utility infrastructure, public facilities, and public services in the area to serve the proposed rezoning area;

8. Whether the subject property is suitable for the uses to which it has been restricted under the existing zoning classification;

   Based upon the rezoning requirements and conditions, the subject property is suitable for the proposed uses;

9. Whether the rezoning is compatible with the adjacent neighborhood, especially residential neighborhood stability and character;

   Based upon the rezoning requirements and conditions, this rezoning amendment is compatible with the adjacent neighborhood in area stability and character.

10. If applicable, the length of time the subject property has remained vacant as zoned:

    The subject property has remained largely vacant since annexation into the Town with the exception of a small grazing operation conducted by an individual family;

11. Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs:

    Based upon the rezoning amendment subject area location, there is an adequate supply of land available in the area and the surrounding community to accommodate the zoning and community needs.

Staff Recommendation:

This is a discretionary item for the Town Council to consider. Should the Town Council choose to approve this item, staff recommends it be based upon the recommended findings and subject to the conditions set forth in the draft ordinance attached.

Planning Commission Recommendation:

The proposed specific plan was considered at a public hearing before the Marana Planning Commission on August 27, 2025. The Commission voted unanimously 6-0 to recommend to the Town Council approval of the proposed specific plan subject to the recommended conditions, except for a traffic-related condition (listed as condition #13 in the staff report for the Planning Commission item) which both Town staff and the Property Owners requested be deleted because the issues are anticipated to be resolved with the completion and approval of the Traffic Impact Analysis for the project. The condition in question is not included in the draft rezoning ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2025.022, approving the proposed rezoning and establishing the Cascada II Specific Plan subject to the recommended conditions, and Resolution No. 2025-098, declaring as a public record filed with the Town Clerk, the Cascada II Specific Plan adopted by Ordinance No. 2025.022.

Attachments

Ordinance No. 2025.022
Exhibit A to Ordinance No. 2025.022
Resolution No. 2025-098
Exhibit A to Resolution No. 2025-098
Location Map
Application

MARANA ORDINANCE NO. 2025.022

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 752.5 ACRES OF LAND TO ESTABLISH THE CASCADA II SPECIFIC PLAN GENERALLY LOCATED EAST OF INTERSTATE 10 AND NORTH OF TWIN PEAKS ROAD WITHIN A PORTION OF SECTIONS 9, 10, 15, AND 22, TOWNSHIP 12 SOUTH AND RANGE 12 EAST

WHEREAS Pacific International Properties, L.L.P. (the "Property Owners") owns approximately 752.5 acres of land entitled as the Cascada Specific Plan and the Cascada North Specific Plan pursuant to Marana Ordinance Nos. 2006.23 and 2011.31, respectively, located east of Interstate 10 and north of Twin Peaks Road within a portion of Sections 9, 10, 15, and 22, Township 12 South, and Range 12 East, described on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized Lazarus & Silvyn, PC to submit an application to rezone the Rezoning Area from SP (Specific Plan) Cascada Specific Plan and SP (Specific Plan) Cascada North Specific Plan to SP (Specific Plan) Cascada II Specific Plan, creating the Cascada II Specific Plan ("this Rezoning"). The Cascada II Specific Plan consolidates approximately 752.5 acres of undeveloped land within the areas regulated by the Cascada Specific Plan and the Cascada North Specific Plan and establishes appropriate land uses and zoning and development regulations; and

WHEREAS the Marana Planning Commission held a public hearing to consider this Rezoning on August 27, 2025, and voted unanimously 6-0 to recommend that the Town Council approve this Rezoning subject to the recommended conditions, except for a traffic-related condition (listed as condition #13 in the staff report for the Planning Commission item) which both Town staff and the Property Owners requested be deleted because the issues are anticipated to be resolved with the completion and approval of the Traffic Impact Analysis for the project; and

WHEREAS the Marana Mayor and Town Council held a public hearing to consider this Rezoning on October 21, 2025, and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from SP (Specific Plan) Cascada Specific Plan and SP (Specific Plan) Cascada North Specific Plan to SP (Specific Plan) Cascada II Specific Plan, creating the Cascada II Specific Plan. The Cascada

II Specific Plan, one electronic and one printed copy of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which was made a public record by and is attached as Exhibit A to Marana Resolution No. 2025-098, is hereby referred to, adopted and made part of this ordinance as if fully set out here.

Section 2. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Town Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area shall be in general conformance with the Land Use Concept Plan presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area.
4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by Marana Water (the "water utility") prior to approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
5. A master sewer plan must be submitted by the Property Owners and accepted by Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated

with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area.

7. The final design of all streets and circulation facilities, including gated access (if applicable) must be accepted by the Northwest Fire District prior to approval of a final plat for any portion of the Rezoning Area.
8. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.
9. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
10. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
11. The Property Owners have submitted a detailed Traffic Impact Analysis (TIA) that must be accepted by staff prior to approval of a preliminary plat (if applicable), final plat, or development plan for any portion of the Rezoning Area. The property owners may be required to submit an updated TIA or updated traffic studies when warranted by changes to the Rezoning Area or in development surrounding the Rezoning Area. The submitted Traffic Impact Analysis addresses only the first two phases of development of the Rezoning Area. The Property Owners will be required to submit additional traffic analyses prior to development of subsequent phases of the Rezoning Area.
12. The Property Owners must dedicate right-of-way for an ultimate 150-foot right-of-way along the Lambert Lane alignment in accordance with the Town of Marana General Plan, to the extent that the Lambert Lane alignment is contained within the Cascada II Specific Plan area. The right-of-way shall be dedicated at the time of approval of a final plat within the phases of development containing or impacted by the Lambert Lane alignment or upon request by the Town.
13. Any improvements required by the TIA for Arizona Department of Transportation (ADOT) facilities must be accepted by ADOT.
14. Left turns from new driveway intersections at Twin Peaks Road (four in total) will not be permitted, consistent with the TIA. Modifications to median openings, if

necessary to prohibit the left-turn movement, will be the responsibility of the Property Owners.

15. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Development Services Department, Planning Division with three bound copies and an electronic copy in PDF format of the Cascada II Specific Plan.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of October, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Exhibit A to Marana Ordinance No. 2025.022

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

PROJECT NO. 241744
DATE: October 15, 2025

LEGAL DESCRIPTION

PORTIONS OF FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430)" AS RECORDED IN BOOK 64 OF MAPS AND PLATS, PAGE 35, AND FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" AS RECORDED IN SEQUENCE NO. 20122330029 ON FILE WITH THE PIMA COUNTY RECORDER, LOCATED WITHIN SECTIONS 9, 10 AND 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 15, MARKED BY A 1.5" ALUMINUM CAP STAMPED "LS 1052", FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15, MARKED BY A 5/8" REBAR BEARS NORTH 00°05'01" EAST, A DISTANCE OF 2702.31 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 15, SOUTH 00°20'15" EAST, A DISTANCE OF 325.47 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TWIN PEAKS ROAD (180 FEET WIDE) AS DEDICATED PER DOCKET 1321, PAGE 3601 OF OFFICIAL RECORDS OF PIMA COUNTY RECORDERS;

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID TWIN PEAKS ROAD, THE FOLLOWING NINE (9) COURSES:

1) SOUTH 48°23'34" WEST, A DISTANCE OF 140.55 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080" WITH WASHER STAMPED "RLS 18557", SAME BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3,644.00 FEET;

2) THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°07'38" AND AN ARC LENGTH OF 198.90 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080" WITH WASHER STAMPED "RLS 18557";

3) SOUTH 51°31'13" WEST, A DISTANCE OF 1,584.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 40.00 FEET;

4) ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°10'00" AND AN ARC LENGTH OF 62.95 FEET;

5) NORTH 38°18'47" WEST, A DISTANCE OF 14.33 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080";

6) SOUTH 51°41'13" WEST, A DISTANCE OF 150.00 FEET TO A FOUND 2" ALUMINUM CAP STAMPED "LS 21080", SAME BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 40.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 51°41'13" EAST;

7) ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°50'00" AND AN ARC LENGTH OF 62.72 FEET;

8) SOUTH 51°31'13" WEST, A DISTANCE OF 611.53 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 7,912.63 FEET;

9) ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°10'07" AND AN ARC LENGTH OF 437.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.00 FEET, A RADIAL LINE TO SAD BEGINNING BEARS SOUTH 18°21'12" WEST, BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORONA REAL STREET (WIDTH VARIES) AS DEDICATED PER SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SAID CORONA REAL STREET, THE FOLLOWING FOUR (4) COURSES:

1) ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°33'19" AND AN ARC LENGTH OF 12.38 FEET;

2) NORTH 42°05'29" WEST, A DISTANCE OF 127.47 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 234.50 FEET;

3) ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°05'30" AND AN ARC LENGTH OF 315.52 FEET;

4) SOUTH 60°49'01" WEST, A DISTANCE OF 294.88 FEET TO THE WESTERLY LINE OF SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430)";

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOUR (4) COURSES:

1) NORTH 34°51'57" WEST, A DISTANCE OF 3,802.27 FEET TO THE WEST LINE OF SAID SECTION 15;

2) ALONG SAID WEST LINE, NORTH 00°42'43" WEST, A DISTANCE OF 1,838.98 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15, MARKED BY A FOUND 2" ALUMINUM CAP STAMPED "T12S R12E S9 S10 S16 S15 2016 RLS 58427";

3) ALONG THE SOUTH LINE OF SAID SECTION 9, SOUTH 89°39'56" WEST, A DISTANCE OF 1,313.27 FEET;

4) NORTH 42°14'05" WEST, A DISTANCE OF 309.41 FEET TO THE SOUTHWESTERLY LINE OF BLOCK I OF SAID FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 42°14'05" WEST, A DISTANCE OF 880.21 FEET TO THE NORTHWESTERLY LINE OF SAID BLOCK I OF SAID FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 48°01'24" EAST, A DISTANCE OF 1,303.61 FEET TO THE NORTHERLY CORNER OF SAID BLOCK I MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAMBERT LANE (150' WIDE) AS DEDICATED PER SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430);

THENCE NORTH 48°14'42" EAST, A DISTANCE OF 150.25 FEET TO THE MOST WESTERLY CORNER OF BLOCK II OF SAID "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID LAMBERT LANE;

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK II, THE FOLLOWING FOUR (4) COURSES:

1) NORTH 48°01'24" EAST, A DISTANCE OF 303.91 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) NORTH 89°45'33" EAST, A DISTANCE OF 942.99 FEET;

3) SOUTH 71°07'35" EAST, A DISTANCE OF 593.87 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) NORTH 71°25'14" EAST, A DISTANCE OF 310.12 FEET TO THE NORTHEASTERLY CORNER OF SAID BLOCK II COMMON TO THE NORTHWESTERLY CORNER OF BLOCK III OF SAID "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG THE NORTHERLY LINE OF SAID BLOCK III, THE FOLLOWING SIX (6) COURSES:

1) NORTH 71°25'14" EAST, A DISTANCE OF 304.94 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) NORTH 73°06'27" EAST, A DISTANCE OF 522.02 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

3) NORTH 89°48'24" EAST, A DISTANCE OF 429.77 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) NORTH 60°45'58" EAST, A DISTANCE OF 1,030.02 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

5) NORTH 89°48'24" EAST, A DISTANCE OF 1,345.43 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

6) SOUTH 58°02'31" EAST, A DISTANCE OF 316.38 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE EASTERLY AND SOUTHEASTERLY LINES OF SAID BLOCK III;

THENCE ALONG SAID EASTERLY AND SOUTHEASTERLY LINES, THE FOLLOWING TWELVE (12) COURSES:

1) SOUTH 00°53'11" EAST, A DISTANCE OF 485.26 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) SOUTH 50°01'21" WEST, A DISTANCE OF 177.62 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

3) SOUTH 17°56'34" WEST, A DISTANCE OF 306.18 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) SOUTH 56°39'08" WEST, A DISTANCE OF 284.29 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

5) SOUTH 41°23'25" WEST, A DISTANCE OF 498.46 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

6) SOUTH 72°18'42" WEST, A DISTANCE OF 398.10 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

7) SOUTH 59°21'59" WEST, A DISTANCE OF 377.88 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

8) SOUTH 22°55'10" WEST, A DISTANCE OF 107.73 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

9) SOUTH 68°48'48" WEST, A DISTANCE OF 580.96 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

10) SOUTH 62°14'31" WEST, A DISTANCE OF 667.09 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

11) SOUTH 85°50'46" WEST, A DISTANCE OF 236.62 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

12) SOUTH 59°48'46" WEST, A DISTANCE OF 45.59 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK III, COMMON TO THE SOUTHEASTERLY CORNER OF SAID BLOCK II, MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK II, SOUTH 59°48'46" WEST, A DISTANCE OF 160.15 FEET TO THE MOST SOUTHERLY CORNER OF SAID BLOCK II MARKED BY A TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LAMBERT LANE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 89°59'08" EAST, A DISTANCE OF 1,022.46 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 88°35'51" EAST, A DISTANCE OF 388.55 FEET TO THE WESTERLY AND NORTHERLY LINES OF BLOCK IV OF SAID FINAL BLOCK PLAT FOR "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B" MARKED BY A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE ALONG SAID WESTERLY AND NORTHERLY LINES THE FOLLOWING FIFTEEN (15) COURSES:

1) NORTH 21°03'14" EAST, A DISTANCE OF 170.80 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

2) NORTH 55°25'51" EAST, A DISTANCE OF 50.13 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

3) NORTH 47°28'09" EAST, A DISTANCE OF 102.63 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

4) NORTH 38°49'42" EAST, A DISTANCE OF 108.79 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

5) NORTH 45°48'51" EAST, A DISTANCE OF 124.85 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

6) NORTH 70°15'02" EAST, A DISTANCE OF 156.73 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

7) NORTH 72°55'07" EAST, A DISTANCE OF 377.24 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

8) NORTH 78°38'18" EAST, A DISTANCE OF 202.97 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

9) SOUTH 87°24'52" EAST, A DISTANCE OF 338.00 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

10) NORTH 66°29'03" EAST, A DISTANCE OF 111.00 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

11) NORTH 43°38'24" EAST, A DISTANCE OF 89.44 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

12) NORTH 69°29'32" EAST, A DISTANCE OF 178.22 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";
13) NORTH 84°09'31" EAST, A DISTANCE OF 126.65 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

14) NORTH 35°42'34" EAST, A DISTANCE OF 152.01 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

15) NORTH 88°14'19" EAST, A DISTANCE OF 99.76 FEET;

16) NORTH 88°55'48" EAST, A DISTANCE OF 169.52 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE EASTERLY LINE OF SAID BLOCK IV;

THENCE ALONG SAID EASTERLY LINE, SOUTH 00°53'11" EAST, A DISTANCE OF 448.94 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE MOST NORTHERLY CORNER OF C.A. "A-3" OF SAID "CASCADA NORTH BLOCKS 1-IV & COMMON AREAS A & B";

THENCE ALONG THE EAST LINE OF SAID C.A. "A-3", CONTINUING SOUTH 00°53'11" EAST, A DISTANCE OF 428.59 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245" ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LAMBERT LANE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 88°35'51" EAST, A DISTANCE OF 78.48 FEET TO A FOUND 1/2" IRON REBAR TAGGED "RLS 22245";

THENCE SOUTH 00°08'29" EAST, A DISTANCE OF 75.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 MARKED BY A 5/8" IRON REBAR TAGGED "PE 4785";

THENCE ALONG THE EAST LINE OF SAID SECTION 15, SOUTH 00°05'01" WEST, A DISTANCE OF 2,702.31 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

LAMBERT LANE (150' WIDE) AS DEDICATED PER SAID FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430);

EXCEPTING THEREFROM:

THAT PARCEL OF LAND CONVEYED TO THE PASCUA YAQUI TRIBE PER SPECIAL WARRANTY DEED, RECORDED IN SEQUENCE 20201410313, OFFICIAL RECORDS OF PIMA COUNTY, ARIZONA, DESCRIBED AS PARCEL NO. 1 ON EXHIBIT "A" THEREOF.

CONTAINING 751.04 ACRES, MORE OR LESS.

PREPARED BY:
Alta Environmental and Infrastructure

PATRICIA GAJDA, RLS

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. Ruthrauff Road, Suite 125 · Tucson, Arizona 85705 | Office: 520.398-6651

PROJECT NO. 241744
DATE: October 14, 2025

LEGAL DESCRIPTION

BLOCK XIII OF FINAL PLAT FOR "CASCADA VILLAGE I (LOTS 1-430)" AS RECORDED IN BOOK 64 OF MAPS AND PLATS, PAGE 35, ON FILE WITH THE PIMA COUNTY RECORDER, LOCATED WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID BLOCK XIII, SAID CORNER BEING AT THE SOUTHERLY RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD;

THENCE ALONG THE NORTH LINE OF SAID BLOCK XIII COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF LINDA VISTA BOULEVARD; NORTH 89°45'18" EAST, A DISTANCE OF 546.83 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF TWIN PEAKS ROAD;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK XIII COINCIDENT WITH SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF TWIN PEAKS ROAD, SOUTH 61°59'54" WEST, A DISTANCE OF 401.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,449.44 FEET; A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 35°53'13" EAST;

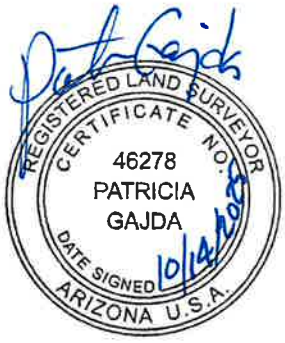
THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°23'43" AND AN ARC LENGTH OF 51.41 FEET TO A POINT OF NON-TANGENCY TO WHICH A RADIAL BEARING BEARS SOUTH 35°29'30" EAST, SAID POINT BEING AT THE WESTERLY LINE OF SAID BLOCK XIII;

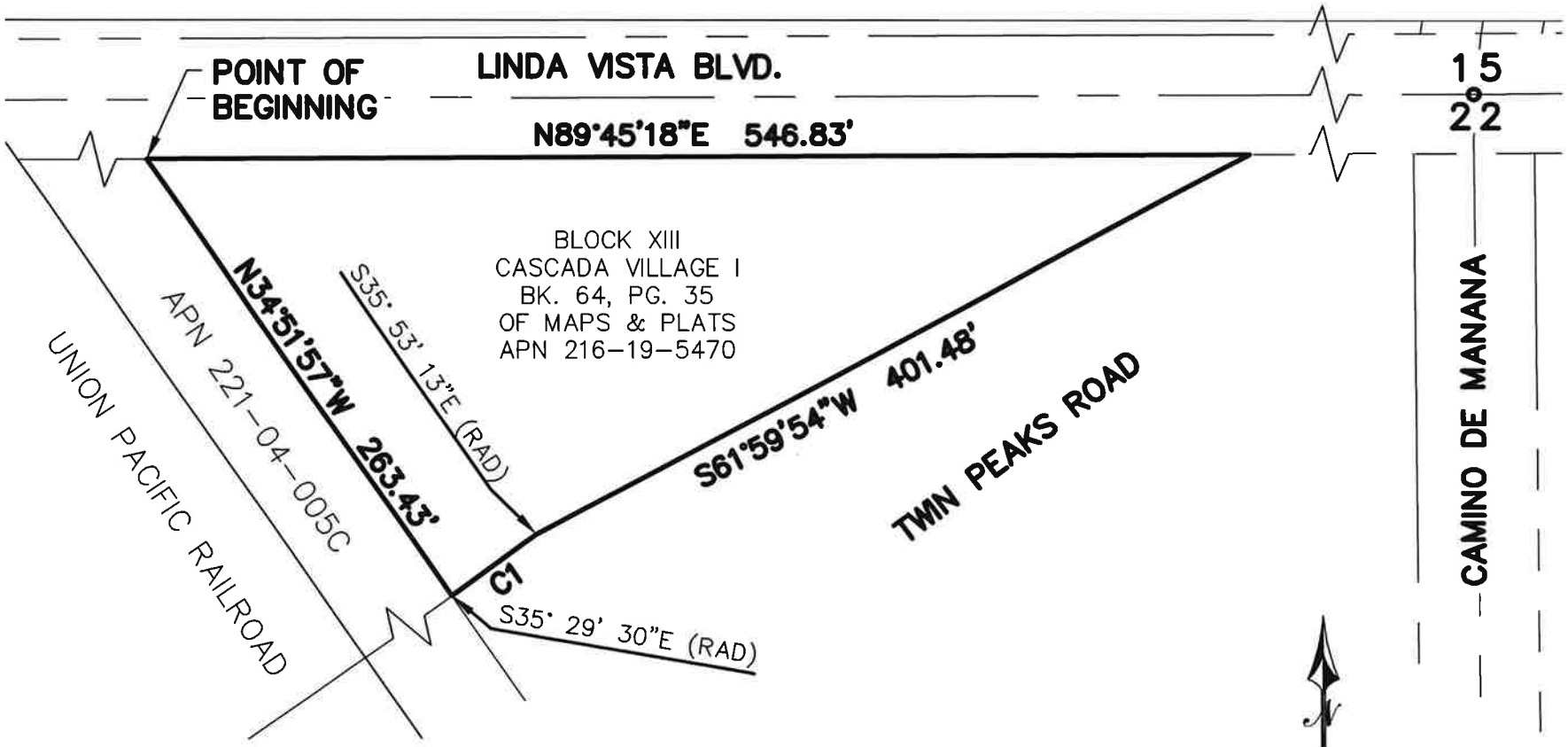
THENCE ALONG SAID WESTERLY LINE, NORTH 34°51'57" WEST, A DISTANCE OF 263.43 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 57,894 SQUARE FEET (1.33 ACRES), MORE OR LESS.

PREPARED BY:
Alta Environmental and Infrastructure

PATRICIA GAJDA, RLS





CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	51.41'	7449.44'	0° 23' 43"

DEPICTION OF LEGAL DESCRIPTION

ALTA ENVIRONMENTAL & INFRASTRUCTURE
SURVEY – ENGINEERING – GEOTECH – ENVIRONMENTAL
2025 W. RUTHRAUFF ROAD, SUITE 125
TUCSON, ARIZONA 85705
(520) 398-6651

LYING WITHIN THE N.W. 1/4 OF SEC. 22, T.12S., R.12E., G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

Project No.	Drawn By: MCS	Date: 10/14/25
241744	Checked By: PG	Sheet: 1 of 1

MARANA RESOLUTION NO. 2025-098

RELATING TO DEVELOPMENT; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE CASCADA II SPECIFIC PLAN ADOPTED BY ORDINANCE NO. 2025.022

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA that the Cascada II Specific Plan adopted by Ordinance No. 2025.022 and attached to and incorporated in this resolution as Exhibit A, one electronic and one paper copy of which are on file in the office of the Town Clerk, is hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 21st day of October, 2025.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Cascada II Specific Plan

MARANA, ARIZONA 85742

TOWN OF MARANA PROJECT NO.: PCZ2404-001

RELATED CASE NUMBERS: PCZ0401-001 & PCZ1010-001 (PCZ-10035)



RED POINT DEVELOPMENT, INC

8710 North Thornydale Road, Suite 120

Tucson, Arizona 85742

JULY 2025

Law Offices of
Lazarus & Silvyn, P.C.

Project Team

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CMG DRAINAGE

3555 North Mountain Avenue

Tucson, Arizona 85719

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APPENDIX A: WASTEWATER CAPACITY LETTERS

APPENDIX B: CULTURAL RESOURCES LETTER

APPENDIX C: SAMPLE ARCHITECTURE & BUILDING MATERIALS

I. INTRODUCTION & POLICY



A. Background

The Cascada and Cascada North Specific Plans ("Cascada Specific Plans" or "Cascada"), located east of Interstate 10 and north of the Twin Peaks Interchange within the Town of Marana (the "Town"), were adopted in 2006 and 2011, respectively. (See *Exhibit I.A.1: Regional Context* and *Exhibit I.A.2: Existing Cascada Specific Plan Boundaries*.)

Apart from Oasis Hills and a portion of Linda Vista Village at Cascada, there has been no development activity within Cascada, although significant portions of the Cascada Specific Plans have been dedicated to public entities for infrastructure, utilities and open space pursuant to the original vision via the Final Block Plats for Cascada and Cascada North ("Final Plats"). With the success of Marana Center, the Tucson Premium Outlets and the development of numerous residential projects along Twin Peaks Road between Linda Vista Boulevard and Tangerine Roads, Cascada is primed to become a regional hub as originally envisioned.

BP Cascada (the "Applicant") is interested in developing approximately 752.5 acres (the "Property") of the 1,562 acres currently subject to the Cascada Specific Plans, as described in the section below.



Exhibit I.A.1: Regional Context

EXHIBIT I.A.2: EXISTING CASCADA SPECIFIC PLAN BOUNDARIES

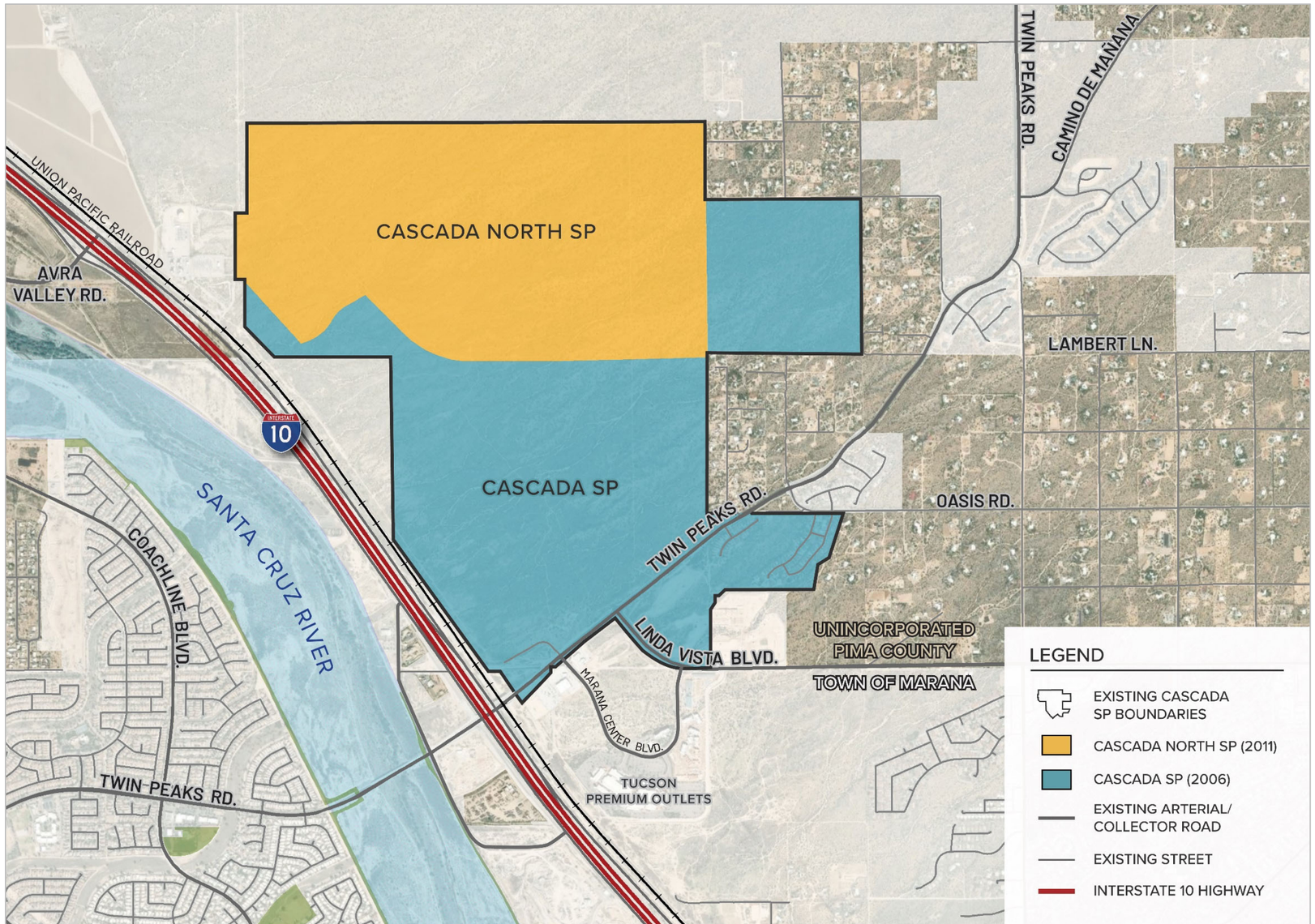


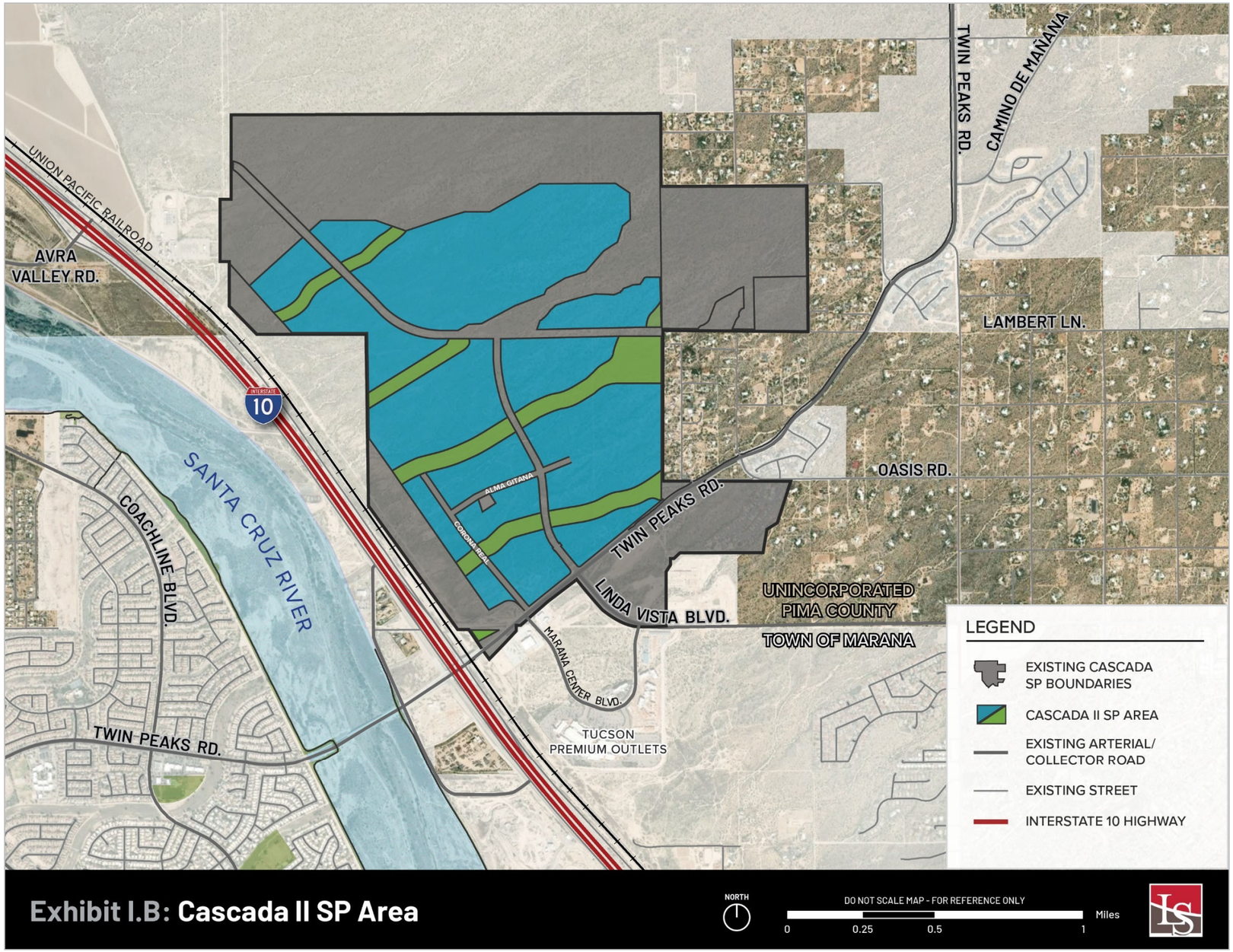
Exhibit I.A.2: Existing Cascada Specific Plan Boundaries

B. Project Overview

The Applicant would like to expand on Cascada's original vision of establishing a sustainable, mixed-use community that respects the Property's natural environment and responds to its physical constraints. Much of the groundwork has already been laid in the Cascada Specific Plans, particularly regarding environmental resources, recreation, drainage and open space. The Applicant intends to use this original framework to support a new and unique vision to develop the Property.

The Applicant proposes to consolidate the remaining developable area from the Cascada Specific Plans into a single plan ("Cascada II Specific Plan" or the "Specific Plan") to support an updated vision for Cascada as a regional master planned mixed-use project (the "Project"). The new Specific Plan creates more flexible land use guidelines that will permit the development of the Property in response to current market conditions. This Specific Plan applies only to the Cascada II Specific Plan area identified in *Exhibit I.B: Cascada II SP Area*. The remaining 810 acres, which have been dedicated to various public entities and/or set aside for specific uses, will continue to be governed by the Cascada Specific Plans, as applicable.

EXHIBIT I.B: SPECIFIC PLAN BOUNDARIES



C. General Plan Compliance

The Property is located within the Tortolita Foothills at the southern end of the General Plan's East Growth Area, which is *"envisioned to become a diverse community of corporate businesses, commercial destinations, and residential uses compatibly integrated with, and that embody the rich natural environment."* While the East Growth Area is largely undeveloped with little infrastructure in place, the extension of Twin Peaks Road has established this area as a regional corridor encouraging commercial, residential and employment uses between Interstate 10 and Tangerine Road.

The Property's current Specific Plan zoning is consistent with its General Plan land use designation, Master Plan Area ("MPA"). The MPA designation is intended for properties planned as a single community with any mix of land uses that are appropriately planned and designed within the context of its environment. This Specific Plan is consistent with the intent of the MPA designation and the vision for the Town's East Growth Area, as well as the goals and policies of *Make Marana 2040*. The following policies from *Make Marana 2040* are relevant and support this Specific Plan.

1. Built Environment

a. Land Use

Policy BE 1-2. Encourage commercial and employment uses in appropriate areas to support residents with local jobs and meet the Town's economic needs.

Policy BE 1-7. Encourage community and regional scale commercial development at appropriate traffic interchanges along Interstate 10 and the planned Interstate 11 freeway corridor.

Policy BE 7-1. Incorporate the full range of uses to support the ultimate build-out population in development proposals for large scale residential areas that support the neighborhood community.

Policy BE 7-3. Plan open space areas within residential areas to accommodate a greater variety of passive and active recreational uses.

Policy BE 8-1. Encourage mixed-use development proposals in appropriate locations, with the scale and intensity compatible with existing and planned uses in the area.

Policy BE 14-2. Promote public and private infrastructure expansion that is timely, financially sound, and coordinated with development activity.

Policy BE 15-2. Consider special taxing districts, such as community facilities districts and improvement districts, to provide necessary infrastructure funding where appropriate.

The Specific Plan embraces and expands upon the sustainable, mixed-use development approach described in the Cascada Specific Plans. Today's understanding of sustainable development balances protection and preservation of the natural environment with higher intensity land uses clustered together in complementary configurations in the most developable portions of a property. Gone are the days of strict separation of land uses where commercial and employment activity centers are located far away from traditional residential neighborhoods. This Specific Plan encourages residential development at higher densities alongside commercial nodes with subtle transitions between land uses. The site development standards included in Section IV of this Specific Plan will limit potentially negative impacts while promoting walkability and easy access to retail, restaurants, services and recreation for those who desire that lifestyle.

The Specific Plan's mixed-use concept provides for increased commercial development opportunities and encourages economic development within the Town. The Project will draw support locally from residents within the Specific Plan area, as well as from the greater northwest area and beyond by attracting travelers along

Interstate 10. In addition, the Project builds upon the activity node in place south of Twin Peaks Road at Marana Center.

In cooperation with the Town, the Applicant is exploring different funding mechanisms (e.g., community facilities district) to provide the necessary regional infrastructure that will support the Project and other future development activity in this area.

b. Transportation

Policy BE 17-3. Encourage mixed land uses that combine residential, commercial, and employment with access to transit, bicycle, and pedestrian improvements.

This Specific Plan promotes a complementary mix of land uses that takes advantage of the Property's location along Interstate 10 and proximity to the Marana Center outlet mall. The Specific Plan promotes the location of higher density residential uses near commercial and employment, with appropriate transitions to lower densities farther away from Twin Peaks Road and the I-10 interchange. All land uses will be linked via a network of vehicular, bicycle and pedestrian ways, all of which were thoughtfully planned in the Cascada Specific Plans.

c. Housing

Policy BE 27-2. Encourage a range of housing types, housing sizes, and lot sizes that foster a variety of options, such as detached single-family homes, attached single-family homes, and multi-family units that increase choices throughout the community.

Policy BE 27-4. Encourage the development of apartments, garden homes, court homes, townhomes, condominiums, and attached single-family dwellings in appropriate locations to increase available housing options for price-sensitive rentals.

Policy BE 30-5. Encourage new and innovative housing types that meet the evolving needs of Marana households, and expand housing choices in all neighborhoods.

In response to market demands, this Specific Plan supports an array of housing types, from traditional single-family homes on a variety of lot sizes to townhomes, apartments and other higher density unit types that are new to the local market. The Project also encourages a mixture of ownership and rental opportunities that will attract different lifestyles and life stages at various price points.

2. People & Community – Recreation

Policy PC 20-4. Provide urban spaces that include recreational opportunities, walkways, or trails to serve the community.

Policy PC 21-1. Identify potential locations for future district and community parks in the Parks, Recreation, Trails, and Open Space Master Plan, particularly in underserved areas, in anticipation of future development.

Policy PC 22-3. Ensure that parks and recreational facilities are linked to neighborhoods, schools, and the regional trail network.

Policy PC 22-4. Locate future community and regional parks near major arterials.

Recreation and open space were central features of Cascada, and this Specific Plan continues to afford high priority to community Green Spaces, which includes all open space and recreation areas identified within the Cascada Specific Plans. Significant land area within Cascada was dedicated for public benefit to the Town and the County for

recreation and natural undisturbed open space ("NUOS"), respectively. Nearly 80 acres along Interstate 10 was dedicated to the Town via Final Plat for dual-purpose park and drainage areas. These Green Spaces have been excluded from this Specific Plan's boundaries in acknowledgement of that dedication.

Neighborhood parks, trails and gathering places will be incorporated into the Specific Plan, as planned in Cascada. Nearly 100 acres of wash corridors were platted within Cascada, and although updated drainage analyses will result in modifications to these areas, these corridors will continue to convey stormwater, as well as feature nature trails providing connectivity to walkways and bikeways throughout the Project as part of the overall linear park system.

3. Resources & Sustainability

a. Conservation

Policy RS 11-6. Ensure that development has collective natural undisturbed open spaces and that they are maintained and managed properly by homeowners' associations or other entities.

Policy RS 13-2. Work with developers and regional agencies to incorporate designated natural washes and drainageways within development to accommodate wildlife movement.

The central premise of the Cascada Specific Plans was to create an environmentally sustainable community with meaningful open spaces that preserve important vegetation and accommodate wildlife movement. Approximately 329 acres at the north end of Cascada were dedicated to the County for preservation in perpetuity as NUOS, and this area will continue to be maintained as intended.

While the four east-west washes that were identified on the Final Plat as open space and drainage areas are included as part of this Specific Plan, they will be modified based on advanced drainage analyses. These washes will be maintained by a master association or other designated entity.

b. Energy

Policy RS 15-3. Encourage developers to use native vegetation or shade structures for buildings to increase cooling and reduce the amount of energy that is used for cooling.

Policy RS 15-4. Promote energy-efficient home design and materials in future residential construction.

The Project has been sensitively designed within its desert context and will feature a variety of energy-efficient building and site design elements, such as:

- *Context appropriate landscaping with an abundance of shade trees.*
- *Rainwater directed to landscape areas for plantings and recharge back into the ground.*
- *Various strategies for mitigating the urban heat island effect, including:*
  - *Honoring the Green Spaces identified in the Cascada Specific Plans and set aside by the Final Plats.*
  - *Incorporating shade trees into the landscaping and within parking areas.*
- *High-efficiency LED lighting throughout.*
- *High SEER air conditioning systems.*
- *Low-water-use plumbing fixtures.*
- *Infrastructure to support Electric vehicle ("EV") charging stations as demand grows.*

II. DEVELOPMENT CAPABILITY REPORT



The Development Capability Report ("DCR") sections of the Cascada Specific Plans include analyses of the Property's existing conditions. Since their adoption, very little has changed. There are no changes in the Property's physical characteristics, including its hydrological, geological and topographical features, vegetation and wildlife habitat, cultural resources and viewsheds. However, portions of the DCR, particularly those referring to infrastructure, may be obsolete. The Traffic & Circulation and Utilities sections have been updated in this Specific Plan to reflect current conditions.

A. Traffic & Circulation

1. Existing & Proposed Offsite Streets

- Twin Peaks Road is an existing four to six-lane major arterial that runs adjacent to the Property along the southeast. It continues south from the Property to and beyond Interstate 10. It continues north from the Property to its intersection with Tangerine Road where it becomes Dove Mountain Boulevard.
- Linda Vista Boulevard is an existing two- to four-lane arterial that runs east-west beginning at Twin Peaks Road and continues east into unincorporated Pima County. West of Twin Peaks Boulevard it will continue as Cascada Boulevard, the main spine road through Cascada.
- Marana Center Boulevard is an existing two-lane collector that runs east-west beginning at Twin Peaks Road and continues through the Marana Premium Outlet Center and loops north to its intersection with Linda Vista Boulevard. West of Twin Peaks Boulevard it will continue as Corona Real, an important internal road through Cascada.
- Lambert Lane will be a two-lane east-west road on the north side of the Property that will intersect with Twin Peaks Road on the east side of the Property and continue west to serve the Specific Plan's northwestern blocks.

2. Arterial/Significant Streets within One Mile

- Twin Peaks Road (Arterial, Marana General Plan; Minor Arterial, FHWA Functional Class Map)
- Interstate 10 (Principal Arterial, FHWA Functional Class Map)
- Linda Vista Boulevard (Arterial, Marana General Plan; Urban Major Collector, FHWA Functional Class Map)
- Marana Center Boulevard (Urban Minor Collector)
- Oasis Road (Urban Minor Collector)
- Tiffany Loop (Urban Minor Collector)

3. Existing Bicycle & Pedestrian Ways

- Twin Peaks Road, Linda Vista Boulevard and Marana Center Boulevard are bike routes.
- There are sidewalks and/or multi-use paths on each road.

TABLE II.A: ROADWAY INVENTORY

STREET NAME	FROM	TO	AVERAGE DAILY TRIP (ADT) VOLUME	DATA SOURCE	DATA YEAR	ROADWAY CLASSIFICATION*	R/W WIDTH (FT)	TRAVEL LANES	LOS D DAILY CAPACITY (VPD)**	SPEED LIMIT	BIKE FACILITIES***	PEDESTRIAN FACILITIES
TWIN PEAKS ROAD	TIFFANY LOOP	I-10	19,710	ADOT	2022	MINOR ARTERIAL	250	6	56,805	45	BRW/SS	SIDEWALKS
TWIN PEAKS ROAD	I-10	LINDA VISTA BOULEVARD	29,455	FDS	2025	MINOR ARTERIAL	150	6	56,805	45	BRW/SS	SIDEWALKS
TWIN PEAKS ROAD	LINDA VISTA BOULEVARD	LAMBERT LANE ALIGNMENT	17,423	FDS	2025	MINOR ARTERIAL	150	4	38,430	45	BRW/SS	SIDEWALK EAST SIDE; SIDEWALK, MULTI-USE PATH WEST SIDE
LINDA VISTA BOULEVARD	TWIN PEAKS ROAD	MARANA CENTER BOULEVARD	9,149	FDS	2025	MAJOR COLLECTOR	160	4	36,600	45	BRW/SS	NO
LINDA VISTA BOULEVARD	MARANA CENTER BOULEVARD	HARTMAN LANE	9,489	FDS	2025	MAJOR COLLECTOR	65-160	2-4	21,700 (2) 36,600 (4)	45	NO	NO
MARANA CENTER BOULEVARD	TWIN PEAKS ROAD	LINDA VIATA BOULEVARD	6,881	FDS	2025	MINOR COLLECTOR	110	2-4	21,700 (2) 36,600 (4)	25	BRW/SS	YES
OASIS ROAD	EAST OF TWIN PEAKS ROAD		1,519	PAG	2023	MINOR COLLECTOR	55-95	2	22,400	35	STRIPED SHOULDERS	NO
I-10	NORTH OF TWIN PEAKS ROAD		82,910	ADOT	2023	PRINCIPAL ARTERIAL	400-450	6	NA	75	NO	NO
I-10	SOUTH OF TWIN PEAKS ROAD		84,341	ADOT	2023	PRINCIPAL ARTERIAL	140	6	NA	75	NO	NO

**Roadway classifications from ADOT Functionally Classified Roads Map*
***LOS D Capacities from 2023 FDOT Motor Vehicle Arterial Generalized Service Volume Tables; capacities for Twin Peaks Road assume the provision of right-turn lanes*
****BRW/SS = Bike Route with Striped Shoulder*
FDS = Field Data Services of Arizona

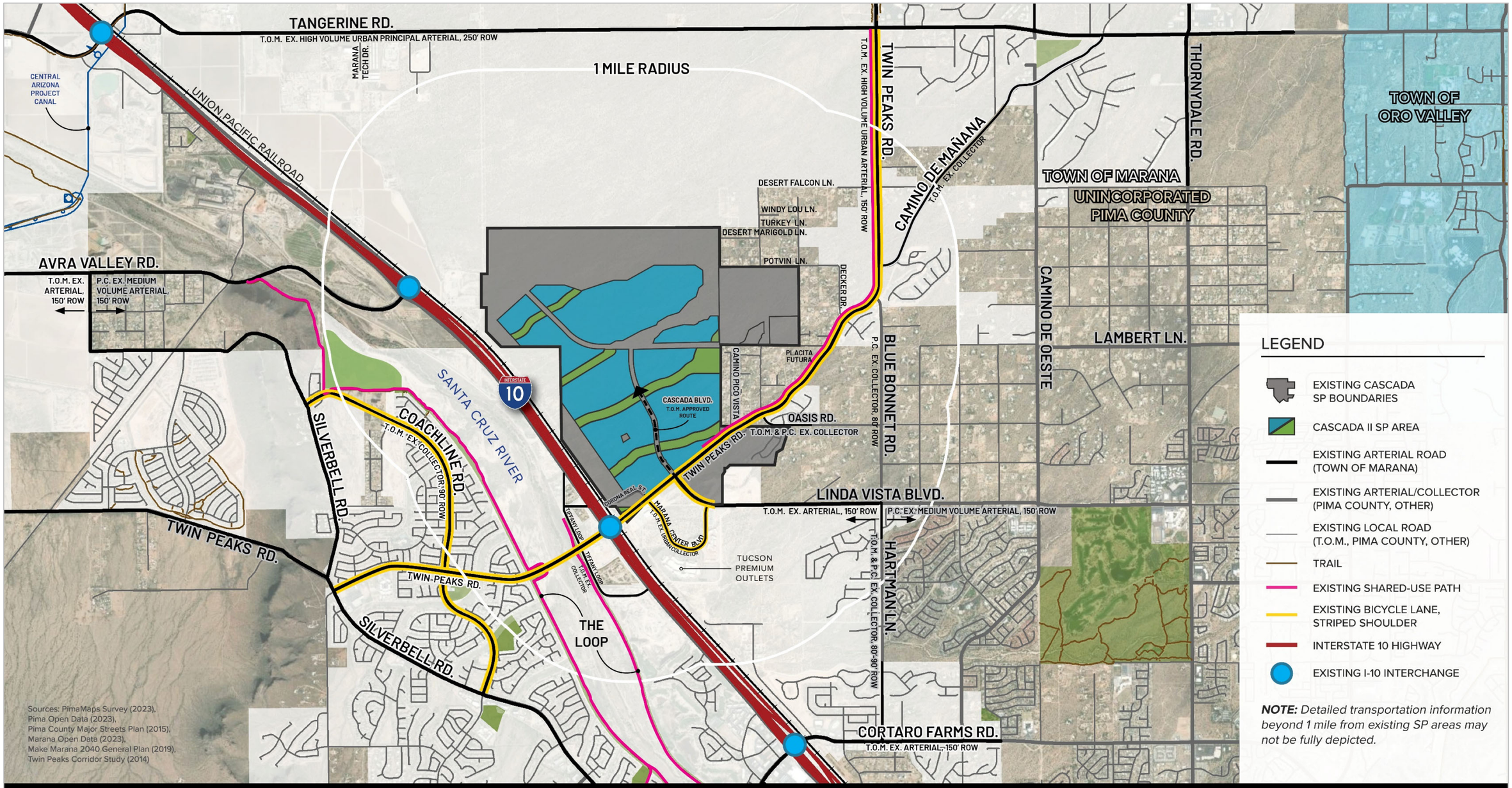


Exhibit II.A: Traffic Circulation System

B. Utilities

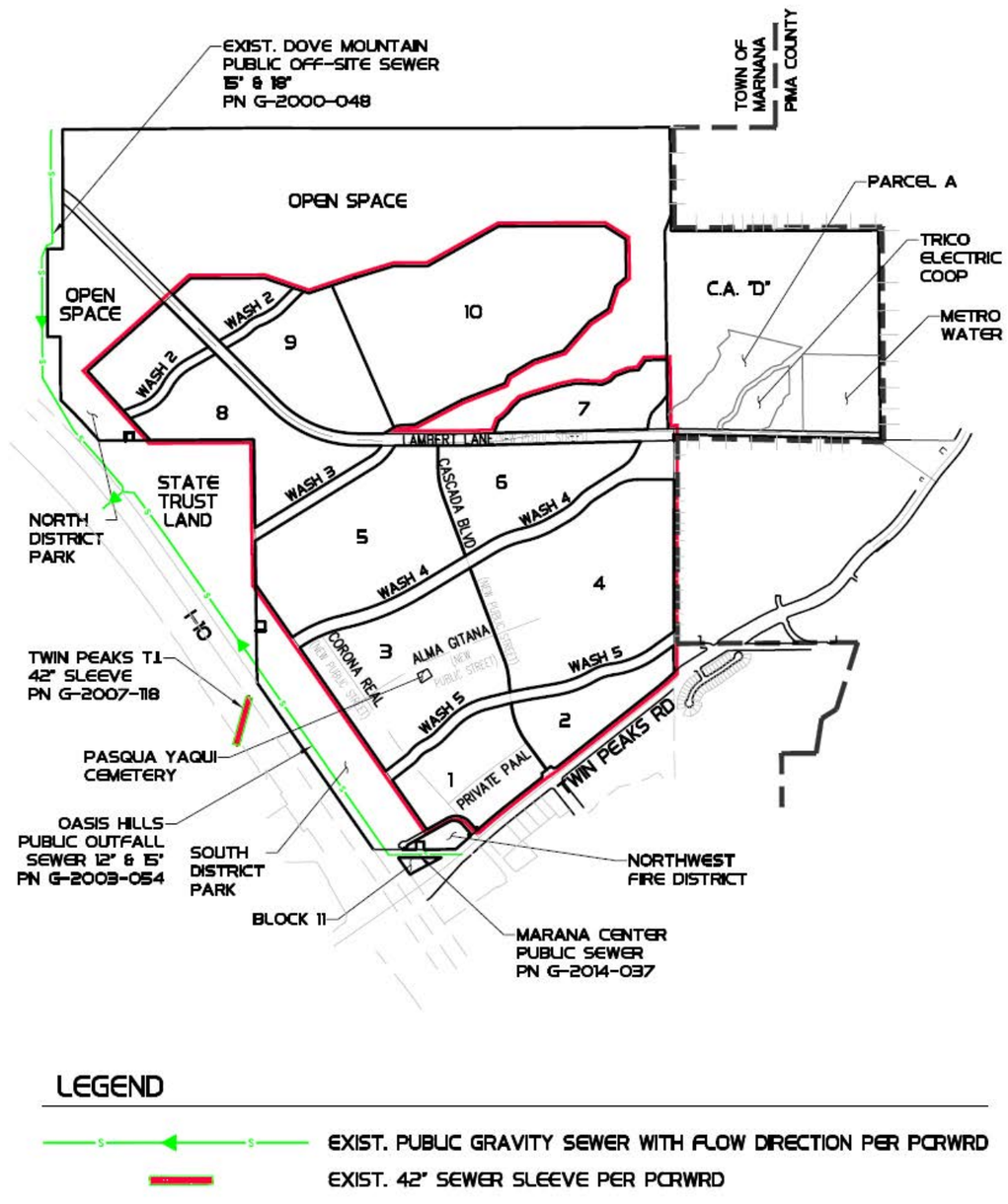
1. Sewer

The Dove Mountain ("DM") Off-Site Sewer Outfall sewer main (Plan No. G-2000-048) provides service to the Dove Mountain/Bajada developments north of the Property by gravity draining to and under I-10 then under the Santa Cruz River (Plan No. G-87-13) where it ties into the Continental Ranch ("CR") gravity sewer system. The CR system delivers sewage to the CR Wastewater Pump Station, which pumps sewer flows to the Ina Road Treatment Plant. The alignment of the DM Outfall Sewer runs adjacent to the west Property boundary to a point where the sewer turns at a southeasterly direction paralleling the Union Pacific Railroad ("UPRR") and extending into Arizona State Trust Land after which it proceeds in a southwesterly direction under the UPRR and I-10.

There is currently available capacity within the Oasis Hills Public Outfall Sewer (Plan No. G-2003-054), which runs parallel to I-10 and offers multiple points of connection to the Project. This main consists of 12-inch and 15-inch pipe and ultimately ties into existing Manhole No. 10 of the DM Outfall Sewer.

Approximate existing sewer alignments are depicted in *Exhibit II.B.1*, and Type 1 sewer capacity letters from Pima County Wastewater Reclamation Department are provided in *Appendix A.*

EXHIBIT II.B.1: EXISTING SEWER



2. Water

The existing Town water system (Z Zone) includes a 16-inch line on the north side of Twin Peaks Road adjacent to Property's southeast corner and a 24-inch line (Y Zone) at the southwest corner of Twin Peaks Road and Marana Center Drive. These two points, shown in *Exhibit II.B.2*, will serve as future connections for the Project.

3. Electric Power

The Property is located within the Trico Electric Cooperative, Inc. ("Trico") service area. Trico has a de-energized underground line running in a north-south direction through the eastern third of the Property along with an existing overhead line extending west into the Property from the projection of Potvin Lane. This overhead line terminates at the intersection with the de-energized underground line.

Additionally, TEP has three existing 138 kV transmission lines and one 138 kV transmission line along the western portion of the Property. One of the existing transmission lines is outside TEP fee-owned property and within an existing 200-foot +/- TEP Easement (Dkt. 6852, Pg. 901), which is located inside the western edge of the Property. One transmission main provides power to the well site located at the southwest corner of the site. See *Exhibit II.B.3: Existing Electric Power* for the locations of these lines.

4. Natural Gas

Southwest Gas Corporation ("SWG") has an existing 4-inch PE natural gas main located offsite and adjacent to the southern boundary of the Property within Twin Peaks Road. *Exhibit II.B.4: Existing Natural Gas* depicts the location of these lines.

EXHIBIT II.B.2: EXISTING WATER

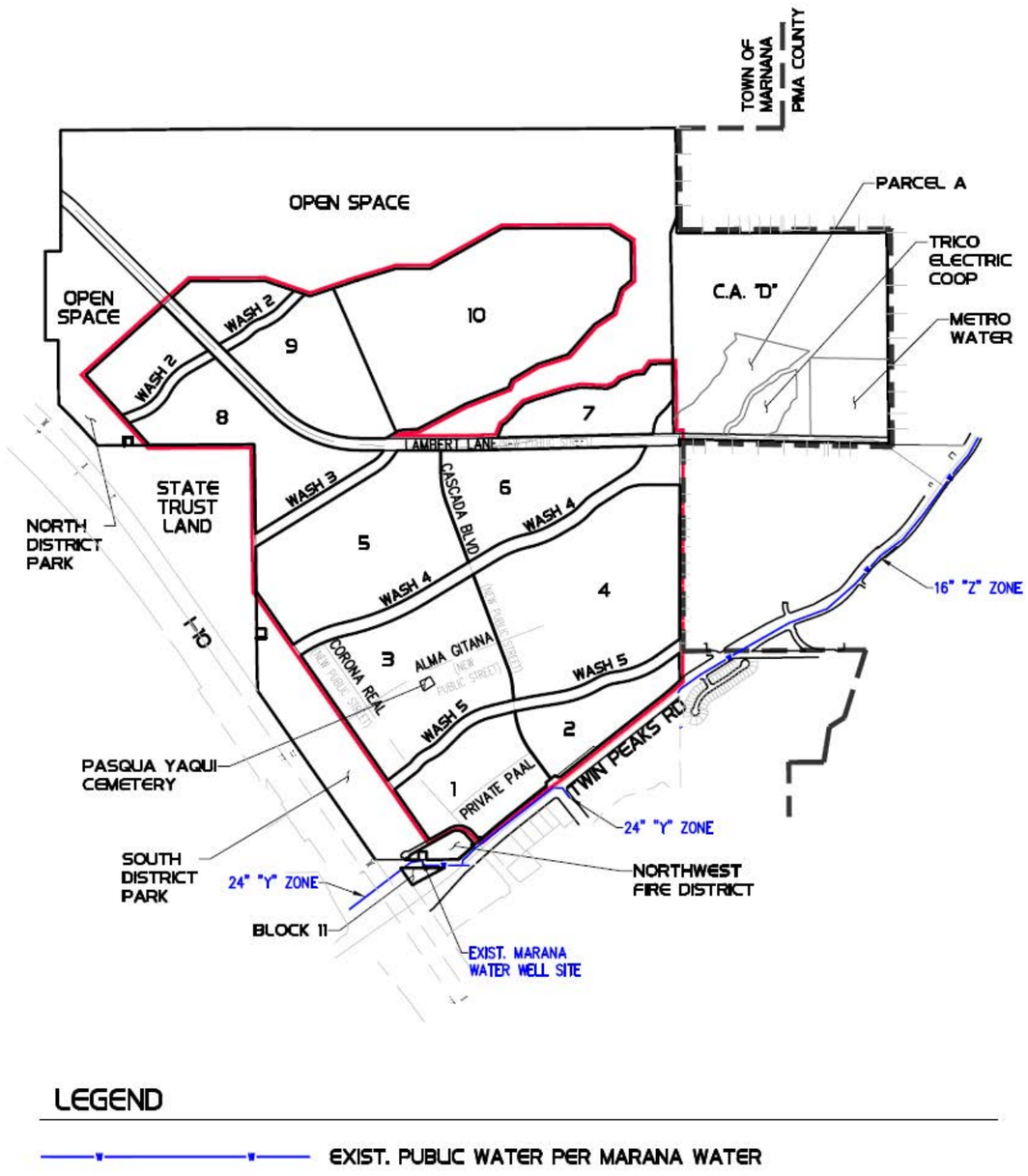
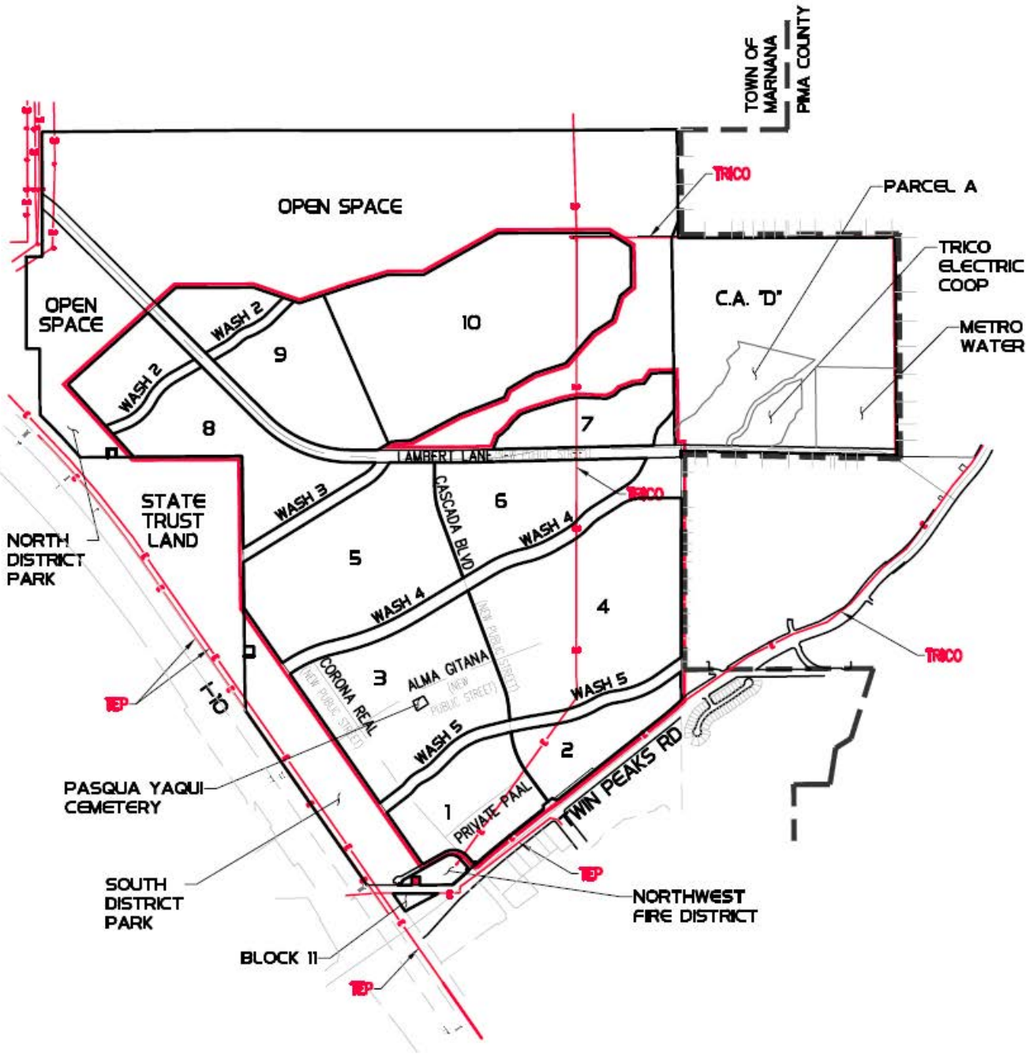


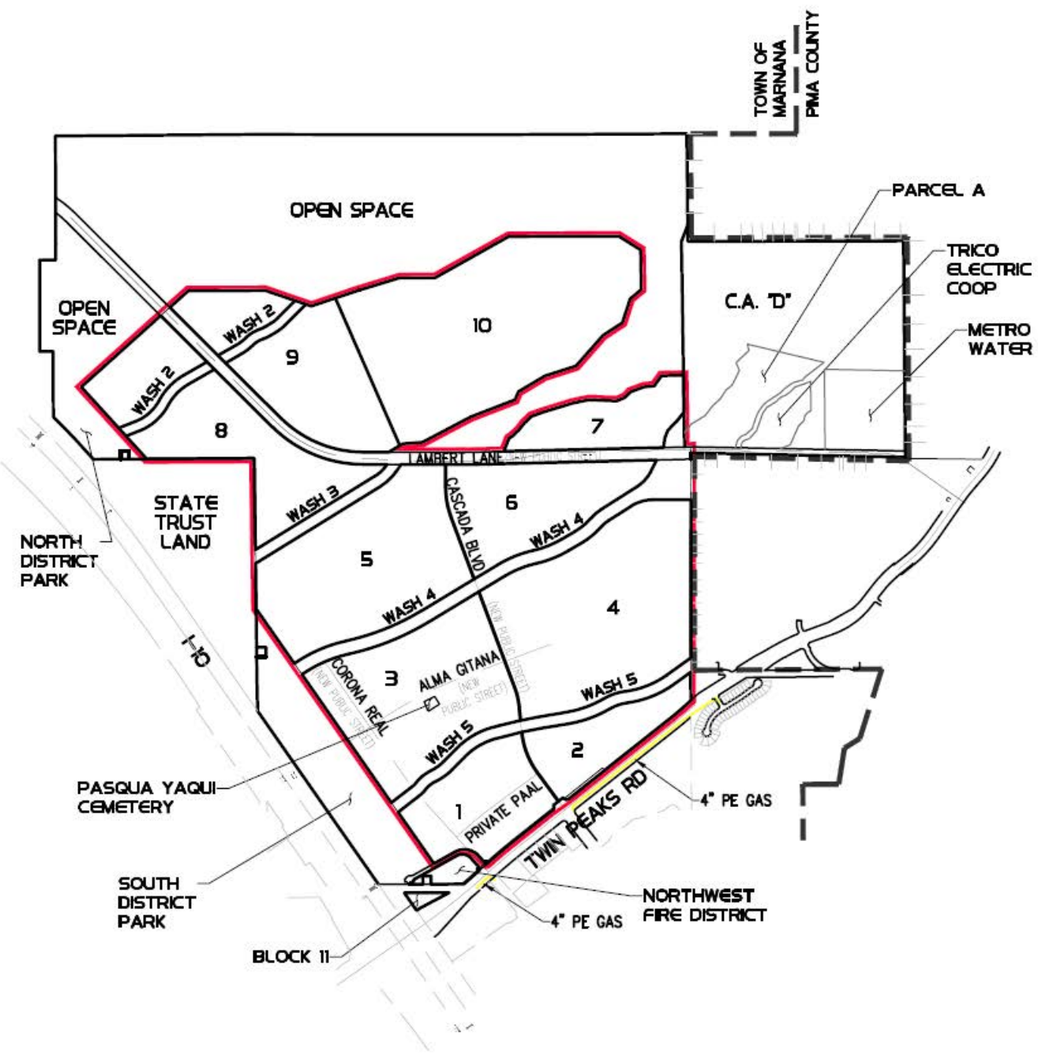
EXHIBIT II.B.3: EXISTING ELECTRIC POWER



LEGEND

EXIST. ELECTRIC (TRICO & TEP)

EXHIBIT II.B.4: EXISTING NATURAL GAS



LEGEND

EXIST. SOUTHWEST GAS

C. Hydrology

The Property is undergoing a Revised Master Drainage Study ("RMDS"), and the results are not yet available. The following description of the Property's hydrology is conservative and consistent with the RMDS, except that watershed boundaries may change, and discharges quantities may be less than in the original study.

1. Offsite Watersheds & Discharge Quantities

The Property is located at the downstream end of several watersheds emanating from the Tortolita Mountain foothills. The principal drainage system affecting the Property is Canada Agua West and Prospect Wash, within which there exists several sub-basin areas that drain toward the site. The drainage basin divides that delineate the boundaries of the major watershed systems have been mapped. *Exhibit II.C: Existing Drainage Conditions* shows the perimeter of all offsite watersheds that affect or are affected by the Property both upstream and downstream to their logical conclusion. These boundaries generally coincide with the boundaries delineated by CMG Drainage Engineering, Inc., as a part of the Tortolita Piedmont Study and Arroyo Engineering, Inc., as a part of the Town of Marana Stormwater Master Plan. Almost all the watershed areas within the Canada Agua West and Prospect Wash basins are undeveloped. At present, there are only isolated areas of low-density, rural housing within the upstream watershed. All the drainage channels emanating from these basins exist in a natural state. They are characteristically defined as having a system of braided low-flow channels that bifurcate and coalesce at numerous points, sometimes making it difficult to define watershed boundaries. Runoff is contained within these low-flow channel systems during the more periodic low-intensity rainfall events. Large flood flows overtop the bank and spread across broad areas as sheet flow. The Property is located within a critical basin.

2. Offsite Features

The most significant man-made features within the Project environment are the Union Pacific Railroad ("UPRR") and Interstate 10, which exist along the southwest border of the Property. The drainage culverts beneath both transportation facilities are inadequate to convey the 100-year peak flow rate. They usually cause backwater ponding behind elevated embankments, but the actual extent of ponding onto the Property is minimal. Flow that cannot be conveyed through the culverts either overtops the UPRR or drains northwesterly along the east side of the UPRR embankment.

3. Onsite Hydrology

The area of the upstream offsite watersheds with a 100-year peak discharge rate of 50 cfs or more and the location of the concentration points for these watersheds are provided on *Exhibit II.C*.

a. Onsite Drainage Flow Conditions

Approximately 90% of the Property is floodplain area due to the low-capacity alluvial channels that characterize the entire drainage system emanating from the Tortolita Mountain Foothills.

b. Areas of Sheet Flooding with Average Depth

Most of the Property is subject to sheet flooding. The depths of flooding in the sheet flow areas range from 0.5 to 1.0 feet.

c. Federally Mapped Floodways and Floodplains

The floodplain areas are shown on *Exhibit II.C*. Areas within the delineated 100-year floodplain limits can be characterized as sheet flooding zones. The depths of flooding in the federally mapped areas range from 0.5 to 1.0 feet. *Exhibit II.C* also shows the federally mapped FEMA floodplain areas on the Property. Panel #04019C 1015L, effective June 16, 2011, is the current FIRM. The FEMA floodplain area is

designated as a Zone AO with flow depths of 1.0 feet and a velocity of 4 to 5 fps. Other areas of the Property are mapped Zone X, which reflects shallow flooding at 0.5 feet or less. These floodplain limits and flooding depths are based on the results of the Tortolita Piedmont Study completed by CMG Drainage Engineering on behalf of the Town.

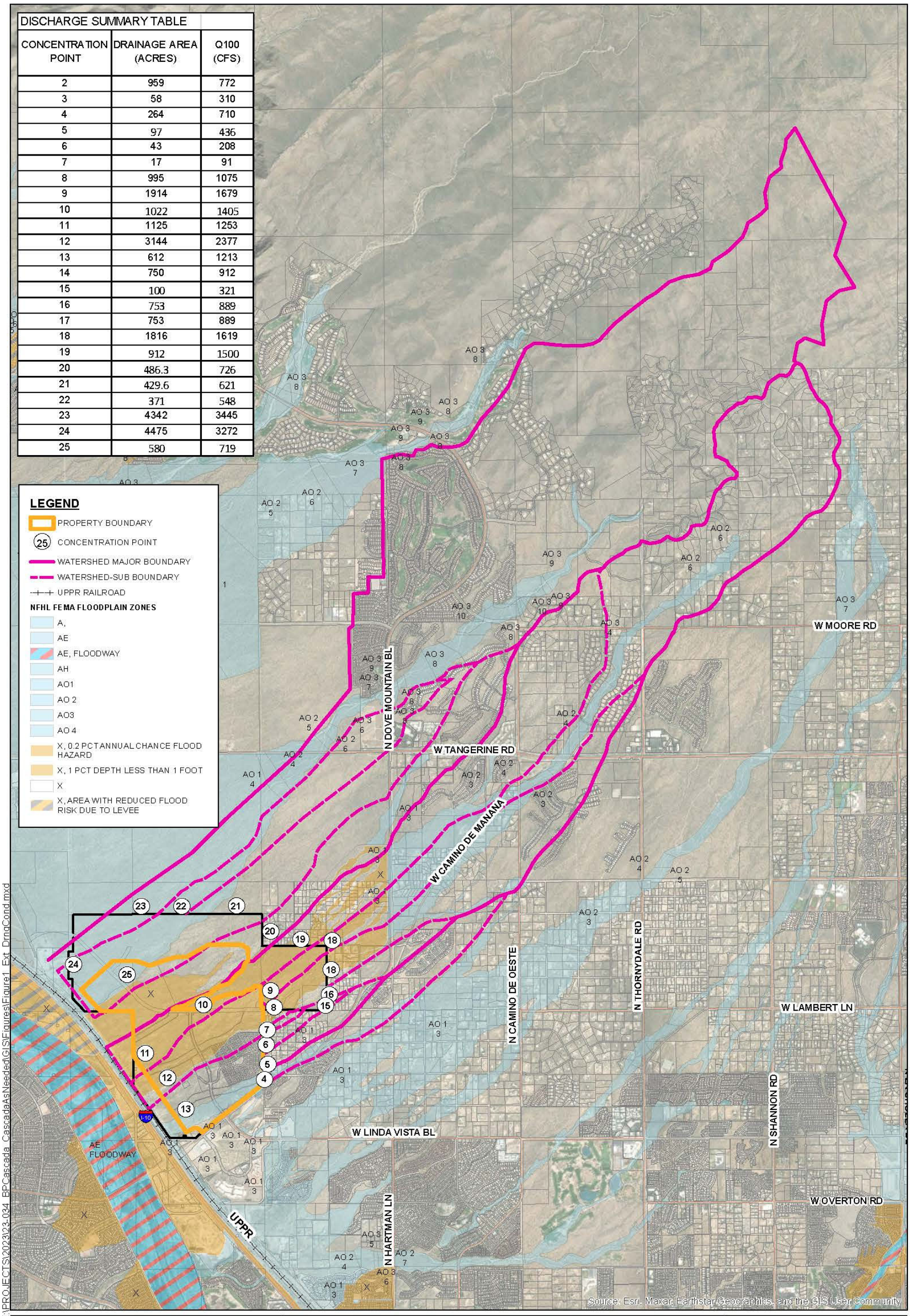
d. 100-Year Peak Discharges Exceeding 50 cfs

The peak discharge rates for all washes having a 100-year event flow of >50 cfs are listed in the table on *Exhibit II.C*.

4. Downstream Drainage Conditions

Runoff along the downstream Property boundary continues to drain as sheet flow until intercepted by the UPRR. Flow concentrates at the existing culvert systems and drains beneath the UPRR until the magnitude of the incoming flow exceeds the capacity of the culverts. Backwater ponding areas develop when the culvert capacity is exceeded then the stormwater either overtops the UPRR or drains northwesterly along the east side of the UPRR to the next culvert location. The Town of Marana Report (Arroyo Engineering, Inc., May 1999) and the Tortolita Piedmont Study completed by CMG Drainage Engineering included a detailed analysis of the flow conditions at the UPRR and Interstate 10. Recent drainage improvements along UPRR and Interstate 10 provide additional drainage capacities to convey upstream runoff.

DISCHARGE SUMMARY TABLE		
CONCENTRATION POINT	DRAINAGE AREA (ACRES)	Q100 (CFS)
2	959	772
3	58	310
4	264	710
5	97	436
6	43	208
7	17	91
8	995	1075
9	1914	1679
10	1022	1405
11	1125	1253
12	3144	2377
13	612	1213
14	750	912
15	100	321
16	753	889
17	753	889
18	1816	1619
19	912	1500
20	486.3	726
21	429.6	621
22	371	548
23	4342	3445
24	4475	3272
25	580	719



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N W E S

7,000 3,500 0 Feet

EXHIBIT II.C: EXISTING DRAINAGE CONDITIONS

CASCADA

CMG DRAINAGE ENGINEERING, INC.
3555 N Mountain Ave., Tucson Arizona 85719
Phone: (520) 882-4244, Fax: (520) 888-1421

PROJECT NO.: 23-034 DATE: 01/22/2024

III. LAND USE PROPOSAL



A. Land Use

This Specific Plan is an extension of the vision established by Cascada: balancing mixed-use development with the environment in a sustainable manner. The NUOS contemplated in Cascada is honored in this Specific Plan, and no changes to these areas are proposed. In the areas identified as appropriate for development, this Specific Plan supports higher densities and intensities along Twin Peaks Road closer to the traffic interchange and the I-10 Corridor where there is existing and planned commercial development.

Taking the original Cascada framework and modifying for a new vision, this Specific Plan increases the potential amount of non-residential development and encourages higher residential densities to support the businesses in this growing activity node. The Specific Plan supports a wide range of uses that fall within two primary land use designations: Residential and Village Center. Expanding residential diversity is a key goal of the Specific Plan. As shown on *Exhibit III.A: Land Use Concept*, the portion of the Specific Plan north of the Lambert Lane alignment focuses on residential uses. Building on the success of Marana Center, Tucson Premium Outlets and other development along Twin Peaks Road between I-10 and Tangerine Road, the Specific Plan envisions a mix of uses, including commercial/retail, office and light industrial/employment uses along with greater residential densities south of Lambert Lane, closer to Twin Peaks Road.

Exhibit III.A also depicts a third land use category, Open Space/Drainage ("OS/D"), which includes the four east/west open space/drainage corridors identified within Cascada and defined on the Final Plat. While these OS/D corridor boundaries will be modified with refined hydrological analyses, they will still be designed to include nature trails as part of the overall linear park system, as well as convey stormwater.

Table III.A provides a list of the Specific Plan's 11 blocks (and corresponding Final Plat Block numbers for reference) with the designated land uses and acreages associated with each. Individual block acreages may change based on the hydrological analyses mentioned above. If the analyses demonstrate less OS/D acreage is required for drainage, acreage from the OS/D corridors may be folded into the adjacent Residential or Village Center blocks.

TABLE III.A: SPECIFIC PLAN LAND USES

BLOCK NUMBER	CORRESPONDING FINAL PLAT ID*	LAND USE DESIGNATION**	ACREAGE***
1	C X	VC	36.29
2	C XI	VC	19.91
3	C VI, C XIV & C VII	VC	70.06
4	C IX, C VIII & VILLAGE 1	R/VC	92.3
5	C IV	R	76.95
6	C V	R	42.92
7	CN IV	R	27.9
8	C II & CN I	R	76.58
9	CN II	R	62.88
10	CN III	R	132.59
11	C XIII	OS	1.33
		RESIDENTIAL TOTAL (APPROX.)	419.8
		VILLAGE CENTER TOTAL (APPROX.)	218.57
		OPEN SPACE/DRAINAGE TOTAL	114.13
		SPECIFIC PLAN TOTAL	752.5

**"C" = Cascada Final Plat & "CN" = Cascada North Final Plat*
***"VC" = Village Center, "R" = Residential, and "OS" = Open Space*
**** Rounded to nearest tenth of an acre*

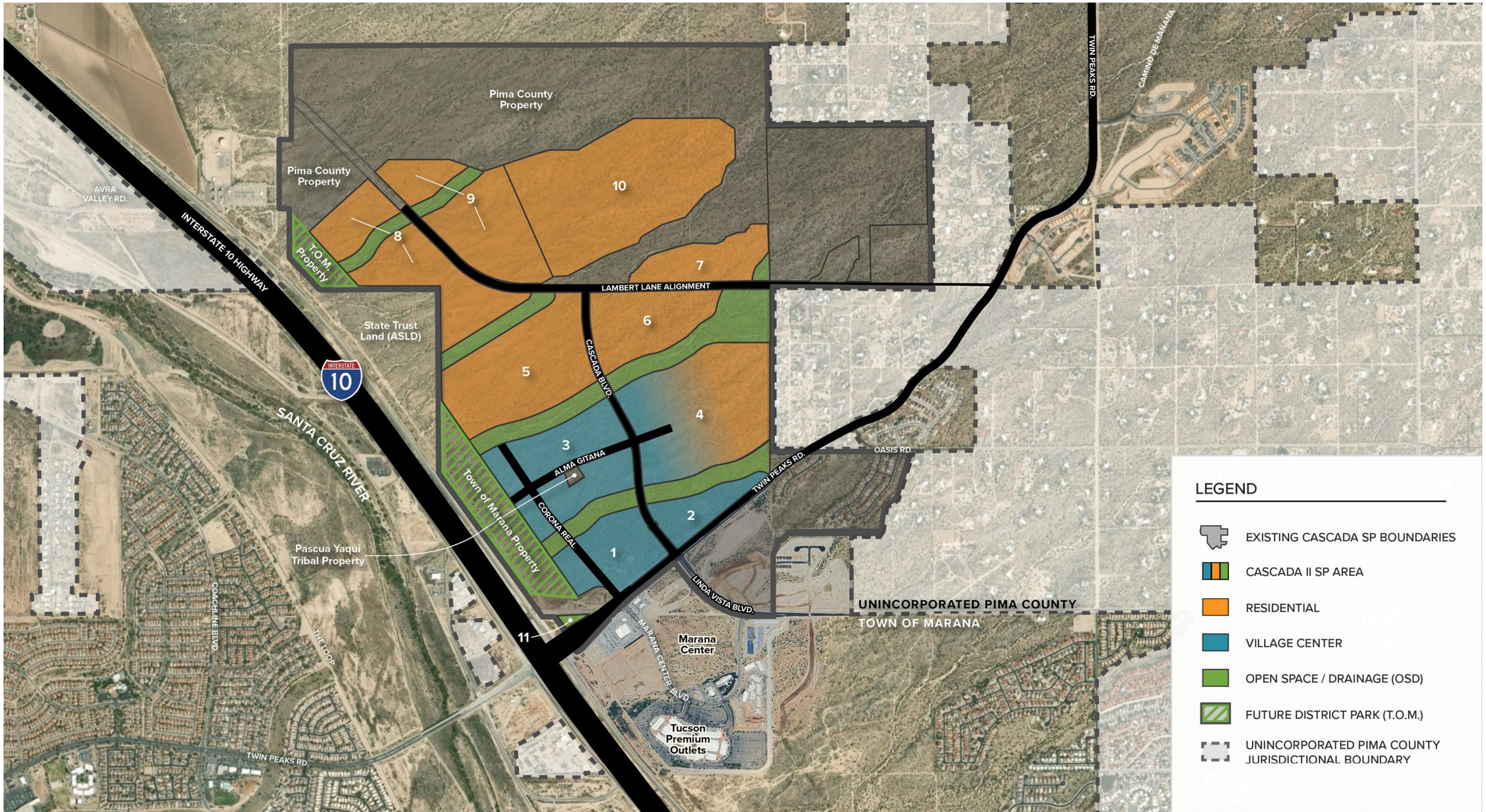


Exhibit III.A: Land Use Concept

B. Circulation

1. General Onsite Circulation

The Specific Plan's general onsite circulation system is illustrated on *Exhibit III.A: Land Use Concept*. Cascada Boulevard is the main spine road through the Specific Plan area. It will be the west leg of the existing Twin Peaks Road/Linda Vista Boulevard intersection. It will ultimately be constructed as a four-lane arterial with a raised median. Bike lanes and sidewalks will be constructed within the 134-foot right-of-way. Because the Project will be phased, Cascada Boulevard can be constructed as two-lane road with the first phase, with the ultimate cross-section described above constructed with the second phase.

Corona Real is expected to be a two-lane roadway with a center turn lane running from Twin Peaks Road to its terminus at Block 3. It will have pedestrian and bike access. Corona Real will be the west leg of the existing Twin Peaks Road/Marana Center Boulevard intersection.

Lambert Lane will be a two-lane roadway from Twin Peaks Road to west of Cascada Boulevard and constructed during late Phase 2 or in Phase 3, as identified in a future TIA.

Alma Gitana, located between Corona Real and Cascada Boulevard, will be constructed as a three-lane roadway.

There are two planned minor access locations serving Block 1 on Twin Peaks Boulevard between Corona Real and Cascada Boulevard. They will be controlled by stop signs on their approach to Twin Peaks Road, and will be limited to right-in, right-out only access due to the raised median on Twin Peaks Road.

There are two planned minor access locations serving Block 2 on Twin Peaks Road north of Cascada Boulevard. They will be controlled by stop signs on their approach to Twin Peaks Road. They will be ¾ access locations as they will be located opposite median openings on Twin Peaks Road and restricted to no left-out movement. The access driveways will have one ingress lane and one egress lane.

2. Projected ADT

The Project has two horizon years, based on phasing information from the Applicant (Phase 1, 2028, and Phase 2, 2033). Trip generation tables for Phases 1 and 2 are provided below in accordance with the Traffic Impact Analysis ("TIA") prepared under separate cover for this Specific Plan. Phase 3 development is not expected to occur in the near future and will require approval of a separate TIA submitted prior to development. For this reason, trip generation estimates for a Phase 3 are not included in this document. The following tables show estimated trip generation for each land use by phase, cumulatively. There will be pass-by trips associated with the commercial uses as well as internal trips between the residential and commercial uses. Internal trips will not use the existing roadway network but may use streets internal to the Specific Plan (e.g. Cascada Boulevard, Alma Gitana, and Corona Real.)

TABLE III.B.2.a: PHASE 1 TOTAL TRIP GENERATION

Proposed Use	Block	Unit	No. Units	Trip Generation					
				Weekday AM		Weekday PM		Avg Weekday	
				In	Out	In	Out	In	Out
Shopping Center	1	1,000 SF	154.053	173		202		3,443	
				116	57	77	125	1,722	1,722
Block 3 LOT A Multi Family	3	Units	189	72		94		1,259	
				17	55	59	35	629	629
Block 3 LOT B Single Family	3	Units	73	51		96		540	
				9	42	64	32	270	270
Village 1 (Block 4) Single Family	4	Units	454	318		595		3,360	
				54	264	398	196	1,680	1,680
Block 4 Multi Family	4	Units	125	48		62		831	
				11	36	39	23	416	416
Subtotal				662		1,048		9,433	
				207	455	637	411	4,717	4,717
Internal Capture				12		82		455	
				6	6	41	41	227	227
External Trips				650		966		8,978	
				201	449	596	370	4,489	4,489
Pass-By				17		39		482	
				11	5	13	25	241	241
New External Trips				**633**		**927**		**8,496**	
				190	**443**	**583**	**344**	**4,248**	**4,248**

TABLE III.B.2.b: PHASE 2 TOTAL TRIP GENERATION

Proposed Use	Block	Unit	No. Units	Trip Generation					
				Weekday AM		Weekday PM		Avg Weekday	
				In	Out	In	Out	In	Out
Shopping Center	1	1,000 SF	142.948	160		187		3,195	
				107	53	71	116	1,597	1,597
Shopping Center	2	1,000 SF	170.609	191		223		3,813	
				128	63	85	139	1,907	1,907
Shopping Center	3	1,000 SF	320.650	359		420		7,167	
				241	119	160	260	3,583	3,583
Block 3 LOT A Multi Family	3	Units	379	126		170		2,455	
				30	96	107	63	1,227	1,227
Block 3 LOT B Single Family	3	Units	146	102		191		1,080	
				17	85	128	63	540	540
Block 4 Multi Family	4	Units	125	42		56		810	
				10	32	35	21	405	405
Block 5 Multi Family	5	Units	225	75		101		1,458	
				18	57	64	37	729	729
Block 5 Single Family	5	Units	371	260		486		2,745	
				44	216	326	160	1,373	1,373
Block 6 Single Family	6	Units	258	181		338		1,909	
				31	150	226	112	955	955
Block 7 Single Family	7	Units	167	117		219		1,236	
				20	97	147	72	618	618
Phase 1 Total				662		1,048		9,433	
				207	455	637	411	4,717	4,717
Subtotal (Phases 1 and 2 Combined)				2,106		3,467		37,364	
				796	1,310	1,922	1,545	18,682	18,682
Internal Capture				30		524		3,714	
				15	15	262	262	1,857	1,857
External Trips				2,076		2,943		33,650	
				781	1,295	1,660	1,283	16,825	16,825
Pass-By				81		254		2,623	
				55	27	89	165	1,311	1,311
New External Trips				**1,995**		**2,690**		**31,027**	
				726	**1,269**	**1,571**	**1,119**	**15,513**	**15,513**

Estimated daily site trips on the Project roadways for Phases 1 and 2 are shown in *Table III.B.2.c*.

TABLE III.B.2.c: NET TRIPS ON MAJOR INTERNAL ROADS FOR PHASES 1 & 2

Internal Site Roadway	Daily Volume (veh/day)	
	Phase 1	Phase 2
Corona Real	2,400	10,900
Cascada Boulevard	6,700	19,100
Alma Gitana	1,800	5,000
Lambert Lane	N/A	1,400

3. Required Roadway & Traffic Control Improvements

Preliminary daily volume estimates indicate that Cascada Boulevard will be constructed with a two-lane cross-section for Phase 1 and will be widened to the ultimate four-lane cross-section for Phases 2 and 3. Alma Gitana will be constructed as a three-lane roadway, and all other roads are anticipated to be constructed as two-lane roads with intersection design per the TIA. Future internal daily traffic volumes are projected to be under or near the LOS D daily volume thresholds of 36,600 vehicles per day ("vpd") (4-lane commercial roadway), 21,700 vpd (2-lane commercial roadway with left turn lanes) and 17,360 vpd (2-lane commercial roadway without left turn lanes).

The Twin Peaks Road/Linda Vista Boulevard/Cascada Boulevard and Twin Peaks Road/Marana Center Boulevard/Corona Real Boulevard intersections will have a fourth leg constructed with the construction of the new roads (Cascada Boulevard and Corona Real). It will be necessary to add signal poles and other infrastructure at the intersections. It may be necessary to extend existing turn lanes at these intersections and restripe the existing pavement.

Roadway improvements will be constructed per recommendations in the TIA for this Project and submitted under separate cover.

4. Offsite Road Improvements

Other recommended improvements are provided in the TIA prepared under separate cover for this Project.

C. Open Space

One of the original premises of the Cascada Specific Plans was to create an environmentally sustainable community with meaningful open spaces that preserve important vegetation and accommodate wildlife movement. This Specific Plan continues to honor the high priority community Green Spaces that were central features of Cascada, including approximately 329 acres at the north end of Cascada that have been dedicated to the County for preservation in perpetuity as NUOS. This acreage has been excluded from this Specific Plan's boundaries in acknowledgement of that dedication. Because nearly 36 percent of Cascada was set aside as NUOS[1], a native plant preservation plan is not required.

Nearly 100 acres of wash corridors were platted within Cascada, and although updated drainage analyses will modify these areas, these corridors will continue to be used to convey stormwater through the Project. The edges of these four east-west washes will be enhanced with 10-foot asphalt multi-use paths as part of the overall linear park system, providing connectivity to other walkways and bikeways throughout the Project. (See *Exhibit III.C.1: Drainageway Trail Cross-Section*.) These washes will be maintained by a master association or other designated entity.

In addition, the Specific Plan will feature sidewalks along all residential streets. Pathway trails or sidewalks linking open spaces between neighborhoods will also be provided.

Neighborhood parks, trails and gathering places will be incorporated into the Specific Plan, as planned in Cascada. Approximately 80 acres along Interstate 10 was dedicated to the Town via Final Plats for dual-purpose park and drainage areas, to be developed as a district park. In addition to the district park amenities, neighborhood parks will be provided within each R-designated block, as indicated in *Table III.C*. Except for acreage requirements, which are provided in *Table III.C*, recreation amenities within residential subdivisions will be designed in compliance with MTC § 17-5-3 and the Town's Subdivision Recreational Area Design Manual. Residential development within VC-designated blocks will comply with Town standards, and the district park acreage will count toward those recreation requirements.

EXHIBIT III.C.1: DRAINAGEWAY TRAIL CROSS-SECTION

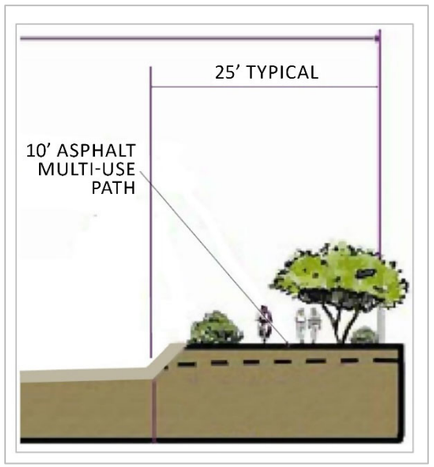


TABLE III.C: NEIGHBORHOOD PARK AREA BY BLOCK

BLOCK NUMBER	APPROX. ACREAGE
4	3
5	3
6	2
7	1
8	3
9	2
10	5
TOTAL	19

Conceptual park and trail locations, which are subject to change at time of development plan/plat submittal, are shown on *Exhibit III.C.2: Open Space, Recreation & Trails Concept*.

[1] Combined acreage of Cascada Specific Plans: 1,562 acres; NUOS set-aside: 560.53 acres (560.53/1562=0.358)

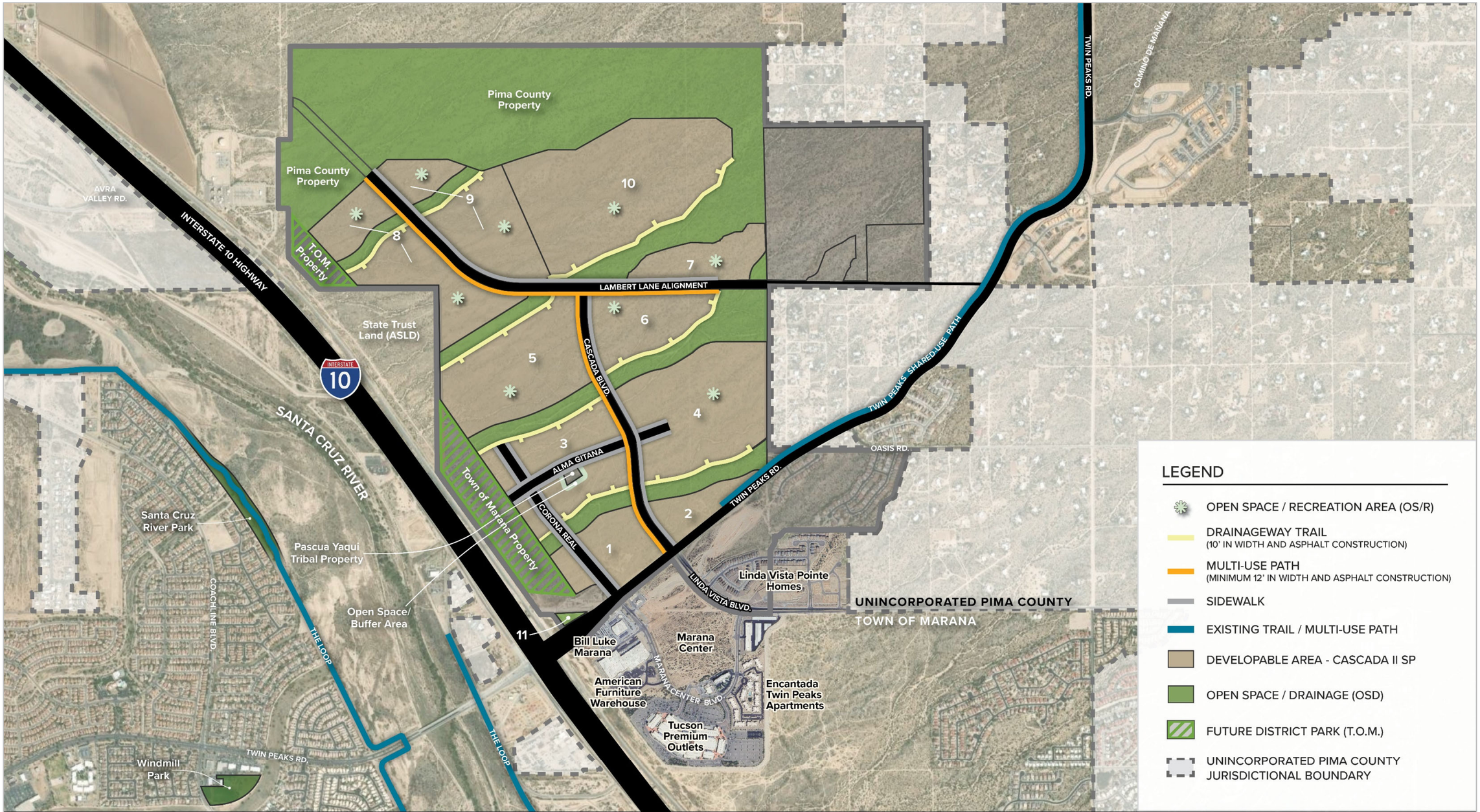


Exhibit III.C.2: Open Space, Recreation & Trails Concept

D. Topography & Grading

1. Land Use Plan Response to Topographic Conditions

Like the Land Use Concept, the grading plan for this Project has been tailored to accentuate the positive qualities of the Property, such as viewsheds and vegetative quality, while also providing a realistic approach to dealing with drainage, access and topography.

The Property slopes from northeast to southwest and contains predominantly sheet flow drainage patterns composed of low-capacity alluvial channels, which flow toward the UPRR and I-10, both of which contain drainage crossings with inadequate capacity. Additionally, the quality of vegetation occurring across the Property generally decreases from northeast to southwest with the poorest quality habitat occurring near I-10. The Property also contains numerous archaeological sites, all of which have been mitigated except for one remaining site on Block X. (Refer to Section III.H, below.)

Several drainageways were established through the previously recorded Block Plat. The four drainageways run from northeast to southwest. The drainageways will terminate east of the UPRR and discharge into both municipal multi-use district park areas and the adjacent State Land parcel. The drainageways will provide for conveyance of runoff as well as mitigation of erosion hazard setbacks and future paths and trails. Grading of existing contours will be used to form the banks of the drainageways. This grading will also ensure that finished floor elevations will be at a minimum of 1 foot above the confined water surface of the 100-year event. Final drainageway geometry and surface treatment will be determined through the processing of the Projects grading and drainage improvement plans.

The district parks will be designed to function as multi-use facilities that will serve as both recreation activities and stormwater management. The stormwater management facilities will provide detention/retention to mitigate the increase of impervious surface generated as a part of the mixed-use development. Additionally, the park areas provide borrow material to be used as fill on the super pads and roadways during construction. The grading activities within the designated areas will include the mass grading for residential/commercial super pads, as well as grading for major roadways, utilities and drainage facilities.

2. Encroachment onto Slope of 15% or Greater

With the exception of the northern portion of Cascada that was dedicated to the County as NUOS, the Property will primarily be mass graded. Even though there are areas onsite with slopes greater than 15%, the predevelopment average cross slope is approximately 7%.

The proposed mass grading will be a variation of the original Cascada Specific Plans and as originally approved in the previous preliminary plat, final plats and mass grading plans for the areas located within this Specific Plan.

E. Conceptual Drainage Plan

The Drainage Plan will be redesigned when the Revised Master Drainage Study is complete. For the moment, the original Master Drainage Study information is conservative and is used in absence of updated results. Estimates of the required volumes for detention and retention were evaluated according to the Pima County Detention and Retention Manual (Equation 3.5). The evaluation assumed an average of 70% impervious area underdeveloped conditions and anticipates reducing developed condition peak flow rates by 10% (as required for critical basin projects per the Pima County Design Standards for Stormwater Detention and Retention 2015).

Exhibit III.E.1: Post-Development Hydrology depicts the conceptual drainage design scheme and identifies the location and preliminary alignment for the primary drainage features that will need to be constructed as a part of this Project.

1. Drainageways

The sheet flow condition that encumbers the Property will necessitate the construction of several interceptor channels along the east Property boundary or along the Lambert Lane alignment. *(See Exhibit III.E.1.)* These interceptor channels will collect stormwater and convey it to one of several channels that will direct flow toward the UPRR. These interceptor channels will require the installation of erosion protection improvements. These improvements may range from the least intensive, which include the installation of grade control structures in combination with lined banks and earthen bottom channels to the most intensive improvements which include the lining of the channel bottom and banks with concrete, grouted rock or soil cement. Combinations of these methods may also be used on the same interceptor channel. These stabilization measures must also be provided to maintain adequate velocity for the sediment conveyance. The interceptor channels are generally aligned parallel to contour so that channel slope will be minimal. The width of the interceptor channels will vary from 15 feet to 50 feet and depths will range from 3 to 6 feet.

Freeboard for the interceptor channels will be provided in accordance with standard Town design procedures.

Interceptor channels are required to gain control of the sheet flow condition and to remove all subdivision lots within the Project from the 100-year floodplain. These interceptor channels will collect and convey stormwater to one of several drainageways that convey stormwater southwesterly toward the UPRR. The cross-section of these drainageways will vary. Most of the channels within drainageways will be constructed of soil cement having a width of 100 to 150 feet. The channels will be approximately 4 feet deep and gently slope up to the block boundaries. On one side of each channel there will be a 12-foot wide maintenance road/ pedestrian path between the bank and lot line. The channel depths will be designed with freeboard in accordance with Town collector-channel standards applicable at the time of development. Proposed concept designs shown in *Exhibit III.E.2* are preliminary and will require additional engineering at the time of development.

The sheet flow runoff from the easterly portions of Canada Agua West (CP-10) will be conveyed within a drainageway between proposed development blocks to Lambert Lane where a gunite-lined interceptor channel (B-B) will receive the flow and discharge it to a roadway culvert.

Constructed drainageways may also be used within the subdivisions to collect street drainage and convey it to one of the natural drainageways or to the downstream Project boundary.

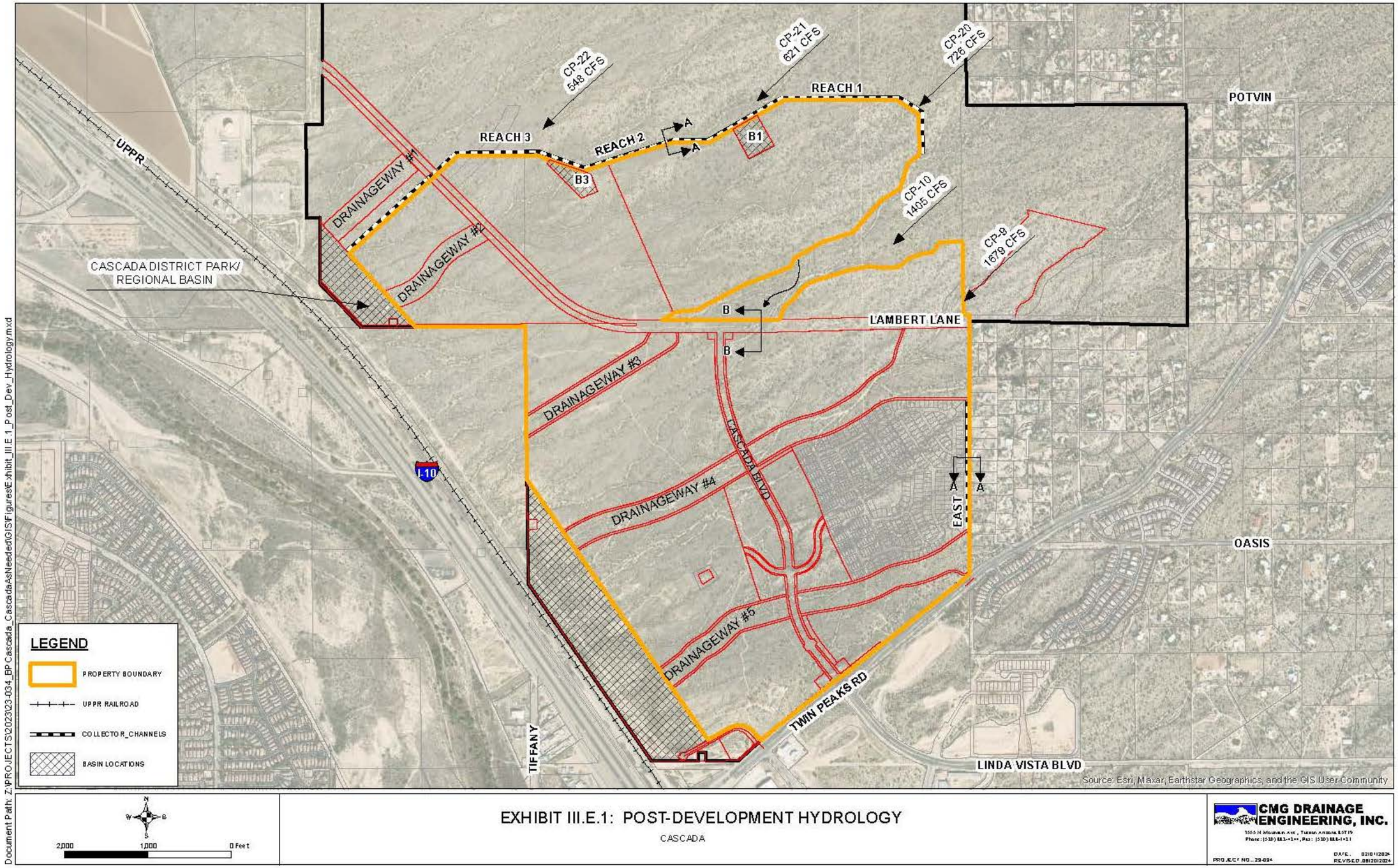


EXHIBIT III.E.1: POST-DEVELOPMENT HYDROLOGY

CASCADA

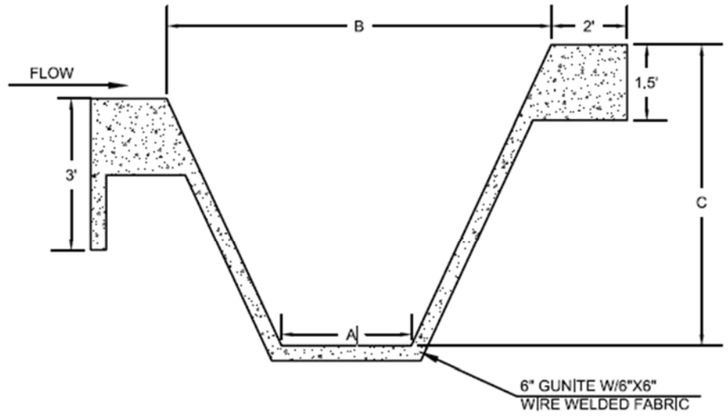
CMG DRAINAGE ENGINEERING, INC.

A gunite-lined interceptor channel (Channel A-A) is proposed along the Project's northern boundary. *(See Exhibit III.E.2: Channel Cross-Sections.)* Reach 1 of this wash receives 726 cfs from CP 20 and has a bottom width of 16 feet and a depth of 4 feet. Reach 2 receives 621 cfs from CP-21, resulting in a total discharge rate within the channel of 1347cfs. Reach 2 has a bottom width of 20 feet and a depth of 5 feet. Reach 3 receives 548 cfs from CP-22, resulting in a total discharge rate within the channel of 1895 cfs. Reach 3 has a bottom width of 25 feet and a depth of 5.5 feet. The stated depths include the required freeboard.

The wash between CP-20 and CP-10 upstream of Lambert Lane will likely remain predominantly a natural drainageway, and sheet flow conditions will prevail within the area. The building pads within the development areas will be elevated one foot or more above flood elevation during grading operations.

At Lambert Lane, an interceptor channel (Channel B-B) is proposed. *(See Exhibit III.E.2.)* This channel will receive CP-10's peak flow rate of 1405 cfs and will convey it to the 5-cell 10-foot x 5-foot concrete box culverts at Lambert Lane. Channel B-B has a 30-foot bottom width and a 6 foot depth, a depth that contains the peak flow and includes adequate freeboard. At the outlet of the Lambert Lane culvert, flow will be released to Drainageway #3 as shown in *Exhibit III.E.1*. Gunite and concrete lined channels will be surface treated with texture color concrete or other approved alternatives to improve their appearance.

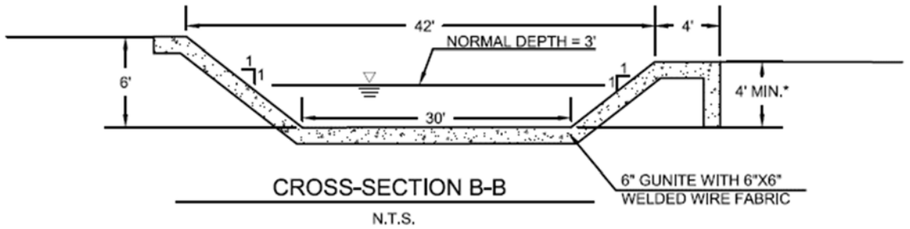
EXHIBIT III.E.2: CHANNEL CROSS-SECTIONS



CROSS-SECTION A-A
INTERCEPTOR CHANNEL
N.T.S.

CHANNEL PARAMETERS

REACH	Q100 CFS	A (FT)	B (FT)	C (FT)	FLOW DEPTH (FT)	VELOCITY (FPS)
1	726	16	24	5.8	2.9	13.4
2	1347	20	30	7.2	3.6	15.7
3	1895	25	36	7.8	3.9	16.8
EAST	734	16	24	5.8	2.9	13.4



CROSS-SECTION B-B
N.T.S.

2. Basins

The portion of the Property within the 700 feet of the UPRR will be set-aside for open space and multi-use opportunities. One of these uses will be stormwater retention/detention. Some of the basins will be constructed within set-aside areas used solely for the purpose of stormwater retention/detention, and these basins are identified on *Exhibit III.E.1: Post-Development Hydrology*. Other basins may be incorporated into the parks.

Drainageways have been established to carry water to retention basins with 400-foot sediment pick-up points prior to entry into the basins. The areas that are set aside solely to function as retention/detention storage will be defined as basins having a significant inflow sediment, which would not be compatible as a multi-use area. Stormwater retention/detention within the parks will be confined to areas where stormwater is accepted from subdivisions having a negligible sediment component. The aesthetic appearance will be improved by re-vegetation along the banks and within the basin bottom where applicable.

Outlet from the basins will be aligned with existing drainage structures beneath the UPRR and 1-10 to facilitate conveyance to the Santa Cruz River to the extent possible. Most of the culverts beneath the UPRR are undersized or blocked by sediment, so the ability to discharge stormwater through these culverts is limited. Erosion control features such as riprap aprons and stormwater dispersion features will be constructed at the downstream Property boundary to maintain existing flow conditions where stormwater passes on to an adjoining property.

Retention storage component will be based on first flush volumes in accordance with Pima County's "Design Standards for Stormwater Detention and Retention." MTC § 17-15-10(L)(i)

Prior to commencement of any grading activities and in accordance with the MTC § 17-6-8(E), a Stormwater Pollution Prevention Plan and NOI for coverage under the AZDPDES Construction General Permit are required and will be prepared and processed.

3. Pad Elevations

The building pads along the natural drainage of Canada Agua West between the east Project boundary and CP-10 will be raised to heights between 18 inches and 2 feet to create the channel banks. The side slopes of the banks will be stabilized with concrete grouted rock or soil cement to protect the adjoining homes from the threat of erosion. The different options will be evaluated further in the master drainage report, and the basis for recommending specific treatments will be discussed therein.

4. Mitigation Techniques for Erosion Protection

The mitigation techniques that are proposed for erosion protection throughout the site will include bank protection, grade control structures, and toe down adequate to resist the threat of sub-surface scouring. The bank protection alternatives will be evaluated in the master drainage report based upon their ability to resist erosion for the hydraulic conditions that exist along each wash.

5. Grade Control Structures

The grade control structures will function to maintain the natural or design channel grade and prevent the development of headcutting, which can propagate upstream. The grade control structures will be constructed below grade with the expectation that 1 to 2 feet of the downstream vertical face may be exposed as a result of future floods. Construction will consist of a vertical trench backfilled with concrete or gabions. Gabions or equivalent will be used where it is highly likely for them to be exposed, but at the same time they must be demonstrated to be able to resist the forces

of flow and scour that may occur along a particular wash. The design details for these grade controls structures will be addressed in the master drainage report.

6. Modified Drainage Patterns

The Project modifies the existing onsite flow patterns of CPs 20, 21 and 22. Sheet flow at depths up to one foot is widespread under existing conditions. Under proposed conditions, the flows are channelized and directed to their Regional Detention Basin. Portions of the Project are located within FEMA Zone AO-1. The gunite lined interceptor channel mentioned above will function to collect flows associated with Zone AO-1. A Conditional Letter of Map Revision ("CLOMR") will be filed with FEMA at the appropriate time to remove this floodplain designation from affected development areas.

Flow patterns at CP-10 are also moderately modified, as runoff is collected by interceptor channel and concentrated at the proposed culvert under Lambert Lane. These flows are returned to a natural open space area downstream of Lambert Lane, then flow to the UPRR culverts, as shown on *Exhibit III.E.1*.

7. FEMA Letters of Map Change

Portions of the Project fall within FEMA's special flood hazard area ("SFHA") on Effective flood insurance rate maps ("FIRMs"). Post construction of improvements in these areas, an application for Letter of Map Revision ("LOMR") will need to follow the CLOMR referenced above. In the event the Project is phased, the CLOMR and LOMR must address the hazards and demonstrate that National Flood Insurance Program ("NFIP") regulations are followed during the phased improvements and be independent of other phases.

F. Public Services

As described in Section II (Development Capability Report), public utilities are readily accessible for extension through the Property. Services will be extended with proper design capacity, as needed, to meet the demands of the Project.

1. Sewer

Connection to the existing Oasis Hills Public Outfall Sewer (PN No. G-2003-054) and existing Dove Mountain Public Off-Site Sewer (PN G-2000-048) is proposed. Both sewers run along the Specific Plan's southwestern boundary and will provide public gravity sewer service to the Property. Onsite gravity sewer service will be provided through the construction of 8-inch laterals that will connect directly into the existing 12-inch and 15-inch Oasis Hills Sewer and 18-inch Dove Mountain Sewer. See *Exhibit III.F.1: Public Outfall Gravity Sewer Improvements*.

2. Water

The Property will be served by an expansion of the Town's existing municipal water system, which currently serves "Y" and "Z" Zones in the area adjacent to and east of the Specific Plan. Onsite distribution to the Project may be accomplished through the expansion of the Town's adjacent system See *Exhibit III.F.2: Public Water Master Plan Improvements*. Additional detail for extension of the Town's system along with any offsite source, storage and/or booster augmentation will be established through the preparation of a Water Master Plan ("WMP"). The WMP will be prepared in accordance with the requirements of Marana Water and will be approved prior to any future development/platting within the Project.

Additionally, Metro Water is proposing the installation of a transmission main and forebay facility, called the Northwest Recharge, Recovery and Delivery System ("NRRDS"), within a portion of the northern half of the Specific Plan, as depicted in *Exhibit III.F.2*.

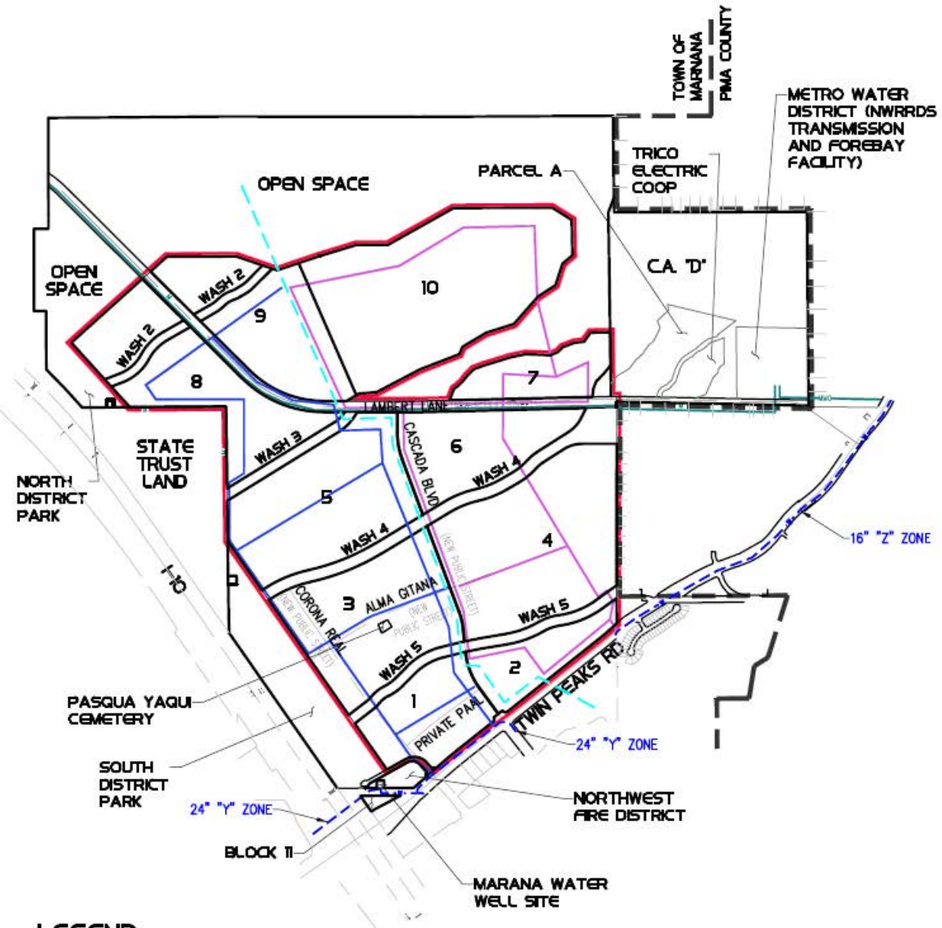
EXHIBIT III.F.1: PUBLIC OUTFALL GRAVITY SEWER IMPROVEMENTS



LEGEND

- PROPOSED 8" BLOCK 1 & 2 GRAVITY SEWER ALIGNMENT AND FLOW DIRECTION
- PROPOSED 8" BLOCK 3 & 4 GRAVITY SEWER ALIGNMENT AND FLOW DIRECTION
- PROPOSED 8" BLOCKS 5, 6 & 7 AND PORTIONS OF BLOCKS 8, 9 & 10 GRAVITY SEWER ALIGNMENT AND FLOW DIRECTION
- PROPOSED 8"PORTIONS OF BLOCKS 8, 9 & 10 GRAVITY SEWER ALIGNMENT AND FLOW DIRECTION

EXHIBIT III.F.2: PUBLIC WATER MASTER PLAN IMPROVEMENTS



LEGEND

- PROPOSED PUBLIC "Z" ZONE WATERMAIN
- PROPOSED PUBLIC "Y" ZONE WATERMAIN
- PROPOSED METRO WATER NRRWDS WATER TRANSMISSION MAIN
- PROPOSED METRO WATER, MARANA WATER AND ORO VALLEY WATER NRRWDS TRANSMISSION MAINS
- ZONE BOUNDARY

3. Gas Service

Natural gas service may be provided in coordination with SWG via an extension from an existing 4-inch PE natural gas main located adjacent to the Property within Twin Peaks Road.

4. Electric Service

The Property is located within the Trico service area, and existing facilities may be extended to serve the Project.

All new electric distribution service lines within the Specific Plan will be placed underground. All existing or new transmission lines located within the TEP Easement (Dkt. 6852, Pg. 901) along the Project's west boundary will be aerial in nature.

G. Cultural, Archaeology & Historic Resources

1. Cultural Resources Surveys

Cultural resources surveys of Cascada were conducted in 2004 identifying multiple archaeological resources. A testing program was conducted by Tierra Right of Way ("Tierra") that included surface collection of artifacts, trenching, recording and mapping. In 2005, Tierra prepared a Historic Properties Treatment Plan for fourteen sites. Between 2008 and 2010, Tierra conducted data recovery at thirteen of those sites. The treatment plan for the remaining archaeological site should be implemented prior to development. (See *Cultural Resources Letter,* included as *Appendix B*.)

2. Pasqua Yaqui Tribal Lands

The Specific Plan surrounds an approximately 1.22-acre parcel of land belonging to the Pascua Yaqui Tribe. This land is currently used as a cemetery for the Yaqui Nation. In addition to accommodating physical access to the Yaqui parcel, the Applicant will provide a 50-foot-wide buffer with fence barrier around the cemetery to ensure protection of this cultural resource.

IV. DEVELOPMENT & DESIGN REGULATIONS



A. Applicability

The standards and guidelines contained with this Specific Plan shall supersede the standards within the Marana Town Code ("MTC"). If an issue, situation or condition arises that is not addressed by this Specific Plan, the Specific Plan shall be administered and interpreted per Section V.A of this Specific Plan.

All construction and development within the Specific Plan area shall comply with applicable provisions of various codes and regulations adopted by the Town including, but not limited to, building, fire and lighting codes current at the time of development.

B. Definitions

1. Building Height

The vertical distance between the finished floor elevation and the highest point of the building, except that:

- Parapet walls and safety railings may exceed the allowable height by up to four (4) feet;
- Ornamental elements (e.g., spires, cupolas, belfries, clock towers and domes) may exceed the allowable height by up to ten (10) feet;
- Solar energy equipment may exceed the allowable height by up to ten (10) feet;
- Chimneys, mechanical penthouses and bulkheads for stairwells, elevator shafts, or skylights, may exceed the allowable height by up to ten (10) feet, provided such features do not exceed 25% of the total roof area of the building on which they are located;
- Mechanical equipment and accessories necessary to the operation or maintenance of the building may exceed the allowable building height by up to six (6) feet, provided such elements:
  - Do not exceed 25% of the total roof area of the building on which they are located;
  - Are concealed by an opaque screen if visible from pedestrian level; and
  - Are located away from the edge of the building a distance equivalent to the height of the elements.

2. Commercial Recreation

A commercial establishment for use by the general public or a private club for members only used for participatory recreational activities. Spectator events at a Commercial Recreation use are incidental. Typical uses include athletic clubs, gymnasiums, tennis courts, and indoor shooting ranges.

3. Craftwork

Any business establishment that produces on the premises articles for sale of artistic quality or effect or handmade workmanship. Examples include candle making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and other associated activities.

4. Green Spaces

Areas within the Cascada Specific Plans set aside as open space, whether natural, undisturbed, enhanced, and/or used for recreational or drainage purposes that have been excluded from this Specific Plan's boundaries in acknowledgement of that dedication.

5. Land Transportation Service

Provides local or regional passenger or freight transportation by bus, rail, vehicle, or truck with terminal and service facilities. Typical uses include delivery services, bus stations, trucking companies, and taxicab services.

6. Manufacturing

a. General: The assembling, finishing, or compounding of preprocessed materials into a finished product or component. Typical uses include the assembly of automobiles, furniture, cloth goods, and plastic goods and the compounding of chemicals not otherwise classified as hazardous materials.

b. Perishable Goods: The processing and packaging of food products and other goods that are susceptible to spoilage or decay. Typical uses include breweries/microbreweries and wineries, canneries, and bottling plants. (Excludes slaughterhouse.)

c. Precision: The manufacturing, production, or assembly of electronic or precision instruments and products. Typical uses include the manufacturing of scientific, medical, measuring, and optical instruments; audio and video equipment; electronic devices and systems; and batteries.

7. Modular Home

A dwelling unit that is either wholly or in substantial part manufactured at an offsite location to be assembled onsite and complies with the building code adopted by the Town. Modular Home development may be classified as either Multi-Family Residential or Single-Family Residential (as defined in this section), depending on whether development occurs on a single lot (i.e., unplatted) or subdivided into individual lots.

8. Multi-Family Residential

Unplatted residential development consisting of three or more homes on an integrated site or single lot. Multi-family residential ("MFR") development may resemble traditional apartments in which multiple units are integrated vertically or horizontally within a single building (whether under a single ownership entity or a condominium ownership structure), or it may resemble individual single-family (attached or detached) homes that are integrated on a single lot (e.g., Single-Family Rental Homes). MFR is considered a nonresidential use for purposes of applicable development standards.

9. Renewable Energy Generation

A principal use producing commercial power from natural resources, such as sunlight, wind, rain, tides, and geothermal heat that are renewable (naturally replenished). Typical uses are solar, geothermal, natural or methane gases, and wind power.

10. Research and Product Development

The conducting of research of a commercial, industrial, or scientific nature, including analytic, diagnostic, processing, and other types of laboratory services. Typical uses include assaying, commercial testing, and engineering laboratories.

11. Single-Family Rental Home

Unplatted residential development consisting of three or more units resembling single-family attached or detached homes on an integrated site or single lot. Common terms used to describe this type of residential development include "build-for-rent" or "single-family rentals". This type of residential development is considered MFR and is treated as nonresidential use for purposes of determining applicable development standards.

12. Single-Family Residential

Platted residential development consisting of one detached home per individual lot OR a home attached on a horizontal plane to one or more other homes using common wall and/or roof construction (e.g., duplex and/or townhomes). Each home is located on its own lot separated by a line denoting separate ownership of each home.

C. Permitted Land Uses

The Zoning Administrator may permit any use not specifically listed in this section if determined to be similar in nature and/or complementary to other permitted uses within the Specific Plan.

1. Residential

The following uses are permitted within the Residential designation of the Specific Plan:

- Residential, including both Single-Family Residential ("SFR") and Multi-Family Residential ("MFR") uses, and related accessory structures (e.g., detached garage, storage shed)
- Corral or barn (subject to a Conditional Use Permit, "CUP")
- Foster home/adult foster care home, in accordance with State regulations
- Home Occupations, in accordance with MTC § 17-4-3
- Accessory dwelling units, permitted on SFR lots 10,000 square feet ("SF") and greater in size
- Assisted living home, in accordance with State regulations
- Community garden
- Community recreation, parks, playgrounds and trails
- Modular homes
- Place of worship
- Utilities
- Public stable (subject to a CUP)

2. Village Center

a. A minimum of 100 acres of commercial uses will be developed within the VC designation. The following uses are permitted within the VC designation of the Specific Plan:

- All uses permitted in the Town's Village Commercial zone
- All uses permitted in the Residential designation of this Specific Plan
- The following additional uses are permitted:
  - Corporate office with less than 50% gross floor area ("GFA") used for industrial/manufacturing
  - Civic assembly/membership organization
  - Civic/government/emergency services
  - Commercial recreation
  - Donation center
  - Hospital, inpatient or outpatient
  - Laboratory/research and product development
  - Laundry, dry cleaner
  - Schools, public/private/postsecondary/instructional
  - Vehicle rental and sales

b. The following light industrial/employment uses are permitted within the VC designation of the Specific Plan, subject to the use mitigation standards contained in Subsection IV.E.2.j:

- Craftwork
- Television, radio or film studio
- Manufacturing, including:
  - General manufacturing
  - Light manufacturing
  - Perishable goods manufacturing
  - Precision manufacturing
- Personal/commercial storage (indoor storage only)
- Retail establishment with open storage

c. The following uses are permitted within the VC designation of the Specific Plan, subject to a CUP:

- Agricultural, industrial or commercial vehicle sales or lease
- Automobile paint or body shop
- Commercial vehicle service facility
- Construction materials sales
- Corral or barn
- Distribution center
- Land transportation service
- Public stable
- Renewable energy generation
- Special event venue
- Warehouse

d. The following uses are permitted within the VC designation of the Specific Plan, but only as permitted by the applicable MTC sections:

- Energy storage facility, in accordance with MTC § 17-6-11
- Home occupations, in accordance with MTC § 17-4-3
- Kennel/boarding or animal day care, in accordance with MTC § 17-4-3
- Marijuana dispensary, in accordance with MTC § 17-6-8 and State regulations
- Mobile food vendor, in accordance with MTC § 9-13
- Transitional housing, in accordance with MTC § 17-6-12 and State regulations
- Wireless communication facility, in accordance with MTC § 17-18

3. Open Space/Drainage

The following uses are permitted within the OS/D designation of the Specific Plan:

- Drainage improvements and crossings
- Enhanced landscaping
- Shade structures
- Trails
- Trailhead amenities
- Utilities

D. Dimensional Standards

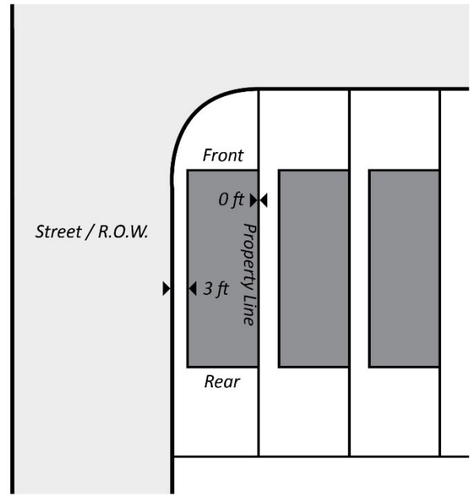
1. Residential

The following dimensional standards apply to all SFR development, as defined in Section IV.B.:

TABLE IV.D.1: RESIDENTIAL DIMENSIONAL STANDARDS

RESIDENTIAL PRODUCT	MIN. LOT AREA (SF)	MIN. LOT WIDTH, DEPTH & FRONTAGE	MAX. BUILDING HEIGHT (FT/STORIES)	MIN. SETBACKS (FT)				MAX. DENSITY	MAX. LOT COVERAGE
				FRONT	SIDE	SIDE YARD IF ADJACENT TO STREET	REAR/ ALLEY		
LOW-DENSITY	2,900	NONE	36/2	10	0 (IN COMPLIANCE WITH BUILDING CODE)	3	10/3	NONE	NONE
MEDIUM-DENSITY	1,500		45/3	5			3		
HIGH-DENSITY	700		45/3	5			3		

EXHIBIT IV.D.1: CONCEPTUAL APPLICATION OF MINIMUM RESIDENTIAL SIDE SETBACK STANDARDS



2. Nonresidential

For purposes of determining the applicable development standards, all permitted uses within the Specific Plan are considered nonresidential except for SFR development, as defined in Section IV.B.

TABLE IV.D.2: NONRESIDENTIAL DIMENSIONAL STANDARDS

DEVELOPMENT TYPE	MAX. DENSITY (RAC)	MIN. SITE AREA (SF)	MAX. BUILDING HEIGHT (FT/STORIES)	MIN. SETBACKS (FT)			MAX. FLOOR AREA RATIO	MAX. SITE COVERAGE
				FRONT	SIDE/STREET	REAR/ALLEY		
MULTI-FAMILY	36	NONE	75/6	10	PER BUILDING CODE/10	10	NONE	NONE
COMMERCIAL	N/A							

E. Design Standards

1. Residential

SFR Projects within the Specific Plan will comply with the Town's Residential Design Standards (MTC § 17-7), except for the following, which supersede the corresponding sections of the MTC:

a. Neighborhood Design Plan Basic Standards (MTC § 17-7-4)

- B (Street Trees):
  - One tree is required for each residential lot. The tree will be provided on the residential lot.
  - Requirement does not apply to lots smaller than 3,000 SF. Applicant will propose alternative plan with subdivision plat/landscape plan submittal.
- C.3: All plants shall be on an underground drip irrigation system unless an alternative best practice is specified by a landscape architect.
- C.4: Walls visible from the public right-of-way and adjacent existing residential development shall not be made of uncolored grey block unless additional design features, such as center score, stacked bond or raked joints are implemented and the wall meets the other design requirements of the Residential Design Standards within the MTC.

b. Residential Design Plan Basic Standards (MTC § 17-7-6)

- A.1.a: There shall be no limit on the number of multi-story homes.
- A.2: Not more than 50% of the lots in a subdivision shall have garages flush with or that project in front of the livable space of the dwelling. (This restriction does not apply to medium- and high-density products.) The Town will consider an alternative approach upon presentation of an acceptable example by the applicant.
- A.3: The Zoning Administrator will approve color schemes, including trim colors, that exceed a light reflectivity value of 70% when the design proposal is consistent with the intent of the illustrative examples provided in *Appendix C* of this Specific Plan.
- B.1 & 4: (*See Specific Plan Subsection E.1.a, above*.)
- E: The Zoning Administrator will approve the use of unpainted metal, including window shades, that has a light reflective value exceeding 70% when the design proposal is consistent with the intent of the illustrative examples provided in *Appendix C* of this Specific Plan.
- F.1-5 (Architectural Variety):
  - For subdivisions with 30 lots or more:
    - The residential design plan shall include at least four different base models with three different front elevations per model; the number of elevations per model may be reduced to two if the residential design plan provides five or more models.
    - No front elevation may be repeated more than one house in every four along a single side of a street.
  - For subdivisions with fewer than 30 lots:
    - The residential design plan shall include at least two different base models with two elevations per model.
    - No two adjacent houses shall display the same elevation.
  - Townhome projects are not subject to MTC § 17-7-6.F.1-5.

2. Nonresidential

Nonresidential Projects within the Specific Plan shall comply with the Town's Multi-Family, Commercial and Industrial Design Standards (MTC § 17-8) with modifications to each section as noted below.

a. Site Layout and Building Orientation (MTC § 17-8-2)

- B.1.a & B.4: Buildings within multi-building developments should be arranged and oriented to frame and/or feature site amenities, such as natural washes, open space, public spaces, outdoor dining, plazas and gathering spaces for pedestrians between buildings or other site amenities, so the building entrance may not necessarily face the primary public street.

b. Circulation and Access (MTC § 17-8-3)

- B.2: The number and location of access driveways shall be approved in accordance with the Town's Traffic Engineering Division standards.

c. Off-Street Loading (MTC § 17-8-5)

- A & B: Service driveways located at the rear or side entrance of a building must be a minimum of 20 feet in width and separate from the circulation system used by shoppers and/or fire lanes. Loading may occur at the front entrance to a building when a rear or side service driveway is not practical.

d. Mechanical Equipment and Ductwork (MTC § 17-8-7)

- A & B: Roof- or ground-mounted mechanical equipment shall be screened to mitigate noise and views from the pedestrian level. Mechanical equipment, except utility equipment owned by the providers of those utilities, may not be exposed on an exterior wall surface of a building, and must be concealed or screened to the maximum extent practicable.

e. Architectural Character (MTC § 17-8-9) and Parking Structures (MTC § 17-8-10)

These MTC sections are superseded in their entirety by the language below:

- The intent of the Specific Plan is to achieve a distinct character and visual interest using durable and low maintenance materials with diverse colors and textures. This may be achieved by:
  - Breaking up long building walls with projections or recessions;
  - Including arcades or awnings along the portions of the building visible from public street frontage;
  - Providing architectural treatment to the sides and rear of the building, similar to that provided to the front façade;
  - Incorporating public art/murals on building façade.
- Parking structures shall be designed using similar design elements that are complementary to primary buildings onsite.

f. Building Transparency in Commercial Centers (MTC § 17-8-12)

This MTC section is superseded in its entirety by the language below:

- A: Single, free-standing pad site buildings must devote a minimum of 30% of the length of the front facade to windows or transparent entrances.
- B: Multi-tenant commercial centers must devote a minimum of 25% of the length of each tenant space to windows or transparent entrances.
- C: Any individual retail store containing 100,000 square feet or more (gross floor area) must devote a minimum of 10% of the length of the front facade to windows or transparent entrances.

g. Exterior Building Materials and Colors (MTC § 17-8-13)

- C & D: The following materials shall be subject to review and approval by the Zoning Administrator:
  - Untextured or unarticulated tilt-up concrete panels;
  - Prefabricated steel panels;
  - Corrugated metal or plastic;
  - Mirrored or otherwise highly reflective material;
  - Other materials of comparable quality, durability and character that are not already permitted under MTC § 17-8-13(B).

See *Appendix C* for acceptable illustrative examples of how the above building materials may be incorporated into the Specific Plan.

h. Perimeter Landscaping (MTC § 17-8-14)

- C: Buffers shall be designed to be consistent with adjacent right-of-way plant densities and selection.

i. Entryways (MTC § 17-8-15)

- A & B: Prominent focal points and/or distinctive landscape elements will be incorporated into project entries throughout the Specific Plan. For purposes of applying this provision, a "project" may be any size, configuration or combination of land uses, as defined by the Applicant at time of development package submittal.

j. Nuisance Mitigation Standards

To mitigate any potentially negative impacts, all light industrial/employment uses shall be conducted in conformance with MTC § 18-2 (Public Nuisances), in addition to the following use-specific standards:

1) Manufacturing

- All manufacturing activity shall take place within an enclosed building.
- All activity in connection with, and accessory to, the manufacturing use, such as loading areas, docks and platforms, shall be located entirely within a building or on a portion of the lot that is enclosed on all sides by a solid wall or fence at least 6 feet in height.
- The manufacturing of fish or meat products, sauerkraut, sugar beets, vinegar and yeast and the rendering or refining of fats and oils is not permitted.
- Slaughterhouses, meat packing plants, fertilizer yards and plants for the reduction of animal matter is not permitted.

2) Personal/Commercial Storage

- All storage must take place within an enclosed building.

3) Special Event Venue

- Concerts, dances and other similar high-noise activities shall be conducted entirely within an enclosed building or set back from residential uses a minimum of 500 feet. When activity occurs outdoors, the high-noise activity must be directed away from residential areas.
- Parking areas shall be set back from residential uses a minimum of 200 feet.

- A security management plan that describes the method and operation of security within and outside the building, including parking area, must be submitted to the Zoning Administrator for approval.

4) Craftwork

- All activity shall take place within an enclosed building or set back from residential uses a minimum of 200 feet and screened.

5) Retail Establishment with Open Storage

- Outdoor storage materials shall be screened and not visible from residential uses.
- Outdoor lighting shall be directed away from residential uses.
- Outdoor storage may not be located within a street setback area.

6) Television, Radio or Film Studio

- All activity shall take place within an enclosed building.

F. Vehicular & Bicycle Parking

1. Vehicular Parking

Vehicular parking will be provided in accordance with MTC § 17-9-2 (Parking Requirements), except for the following modifications:

- A.1: At least two off-street spaces, one within a fully enclosed garage, shall be provided for SFR uses on lots 5,000 SF or less.
- A.2.c.iv.a: Where the proposed development or uses will be catering to or may likely attract bicyclists, parking areas that exceed 20 vehicle spaces must provide at least one bicycle parking space for every 40 vehicle parking spaces or fraction thereof.
- E.1.b: Each surface parking lot containing more than 150 spaces must divide the parking lot into separate areas, each containing fewer than 150 spaces that are separated by one or more of the following:
  - Landscaped swale.
  - Landscaped pedestrian path not less than 10 feet wide.
  - Primary or accessory building.

2. Bicycle Parking

Bicycle parking will be provided in accordance with MTC § 17-9-4 (Bicycle Parking).

G. Signage

Signage will be designed and permitted in accordance with MTC § 17-10 (Signs). The Applicant will process a sign package at time of development.

Address and unit number signage will be incorporated per Town Addressing requirements.

H. Vegetation & Landscaping

1. Native Plant Protection

Approximately 329 acres at the north end of Cascada were dedicated to the County for preservation in perpetuity as NUOS, and this area will continue to be maintained as intended. This dedication satisfies the Town's native plant preservation ("NPP") and mitigation requirements using the set-aside methodology described in MTC § 17-11-5 (Native Plant Protection). No other NPP inventories, plants or mitigation is required for this Project to fulfill this requirement.

2. Landscape Requirements

The Applicant is still framing their vision for the Project, and landscape design will be key in contributing to the Project's identity. As indicated in previous sections of this Specific Plan, one of the primary goals of the Project is to create a community that has multiple focal points and unique features, even within the same residential block or commercial center. The foundation for the Project's overall design scheme will be achieved by creating a distinct character and visual interest using different themes, diverse colors, textures and scale. This approach will carry over into the Project's landscape treatments using a combination of plant materials chosen from the Town's approved plant list, which are appropriate to the Specific Plan environment.

Except as noted below, landscaping within the Project will be provided in accordance with MTC § 17-11-7 (Landscape Requirements).

a. Landscaping Plans in Specific Plan Areas (MTC § 17-11-7.E.2.c)

- This MTC provision has been deleted. Landscaping within the Specific Plan will be designed in accordance with the vision described above.

b. Landscape Buffer Matrices (MTC § 17-11-7.F.5.a & b)

- To achieve the visual interest described above, the Applicant will utilize different landscape themes at certain focal points throughout the Project. The Specific Plan provides the flexibility to adjust the types and quantities of plant materials in these areas. For example, along a main Project roadway, more trees may be planted than required, which may replace the number of shrubs and groundcover provided in that area. Or a commercial development may create a focal point using a colorful and/or unique cluster of plants (e.g., cactus or flower garden) or public art.
- When veering from the requirements of the plant matrices, the Applicant will submit a landscape proposal for the area to the Zoning Administrator for review prior to formal landscape plan submittal. The Zoning Administrator will assess the proposal for conformance with the vision described in this subsection of the Specific Plan and will accept or recommend substitutions, as deemed applicable.

3. Buffer of Tribal Lands

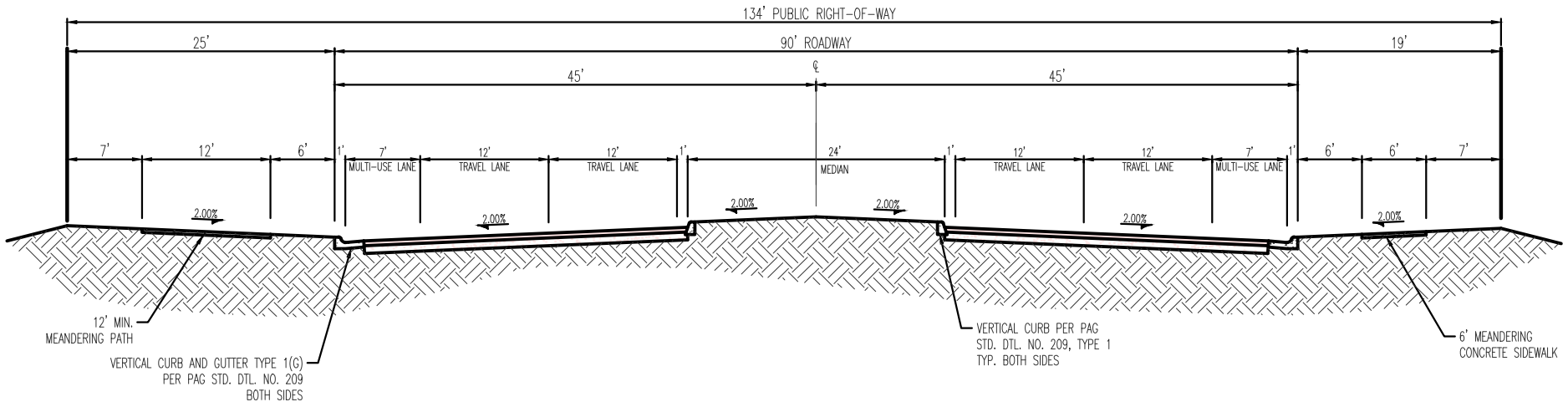
In addition to accommodating physical access to the Pascua Yaqui parcel, a 50-foot-wide buffer with fence barrier will be provided around the cemetery to ensure protection of cultural resources.

I. Lighting

This Project is committed to "Dark Skies" principles and the Town's Outdoor Lighting Code ("OLC"), which requires shielded lighting that does not spill over onto adjacent properties. A lighting plan will be prepared and submitted with the Project's building permit plans in accordance with the OLC's permit submission requirements.

J. Street Cross-Sections

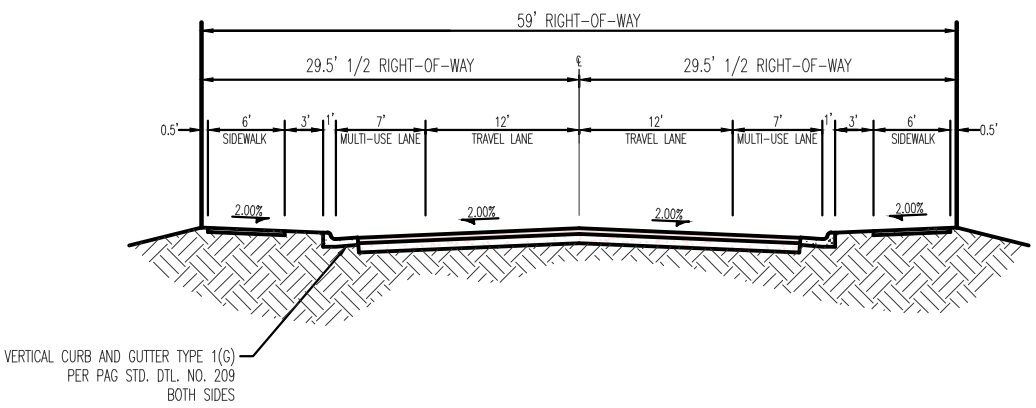
Roadways within the Specific Plan will be constructed per Town standards except as shown in *Exhibit IV.J*.



TYPICAL CASCADA BLVD CROSS SECTION (PUBLIC STREET)

N.T.S.

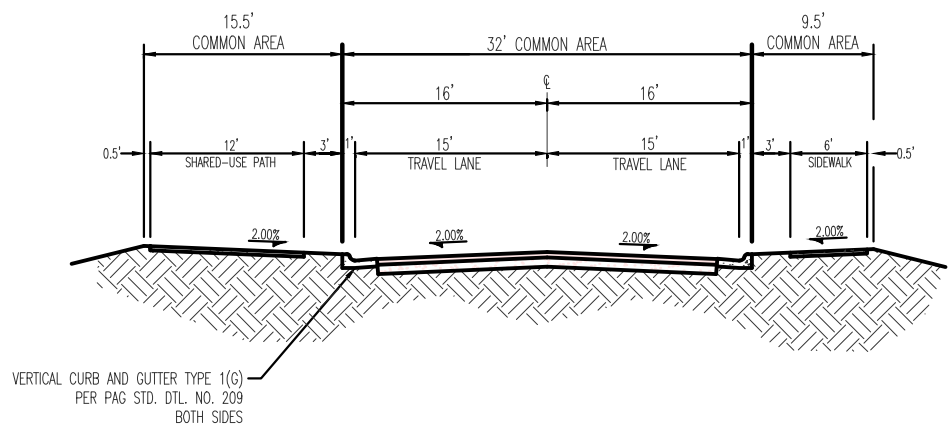
NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.



TYPICAL MINOR COLLECTOR (PUBLIC) CROSS SECTION

N.T.S.

NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.



TYPICAL 2 LANE PRIVATE STREET CROSS SECTION

N.T.S.

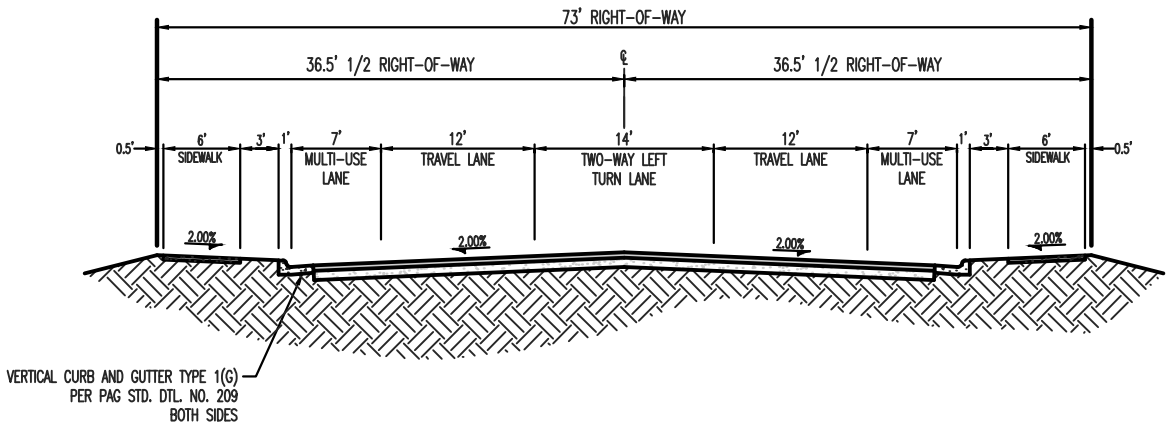
NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.

PROPOSED ROADWAY SECTIONS

N.T.S.

CASCADA II SPECIFIC PLAN AMENDMENT
MARANA, ARIZONA

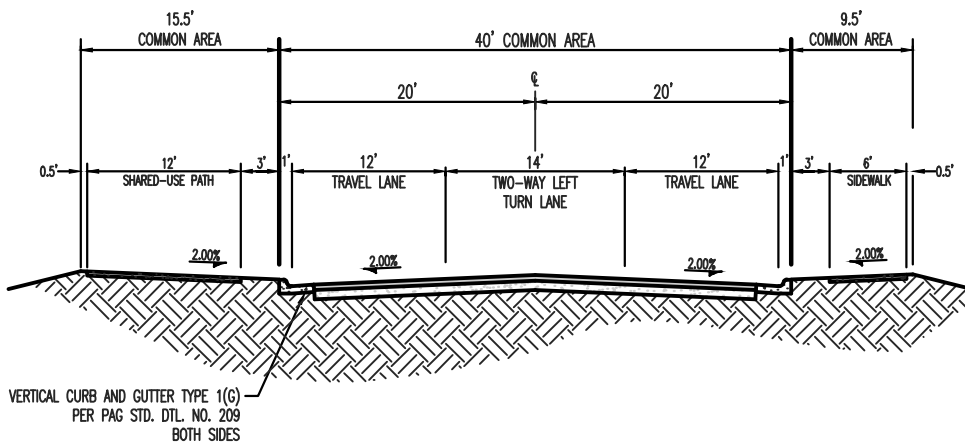
05/19/2025



TYPICAL URBAN COLLECTOR (PUBLIC) CROSS SECTION

N.T.S.

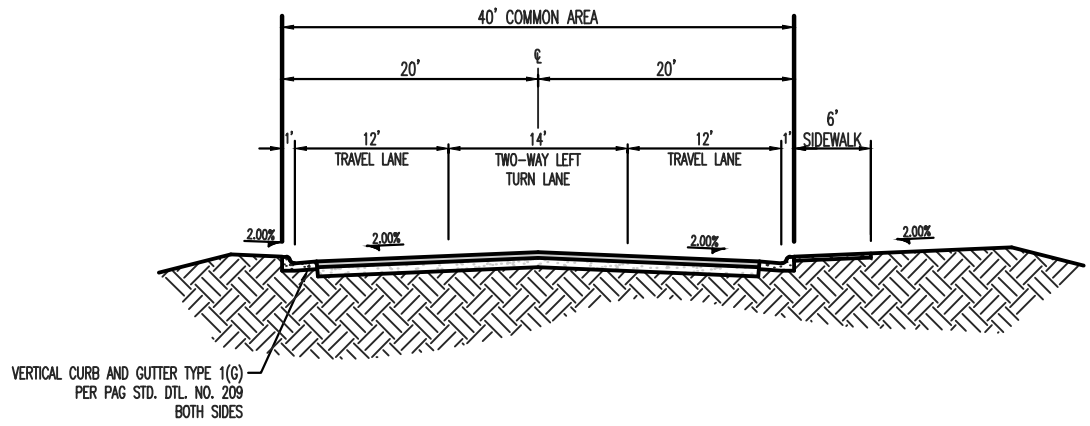
NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.



TYPICAL 3 LANE PRIVATE STREET CROSS SECTION

N.T.S.

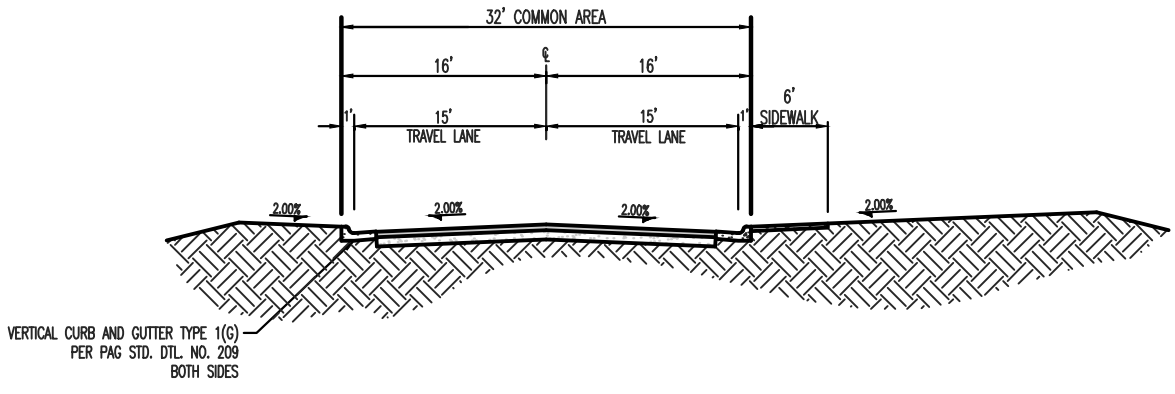
NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.



TYPICAL 3 LANE PRIVATE P.A.A.L. CROSS SECTION

N.T.S.

NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.



TYPICAL 2 LANE PRIVATE P.A.A.L. CROSS SECTION

N.T.S.

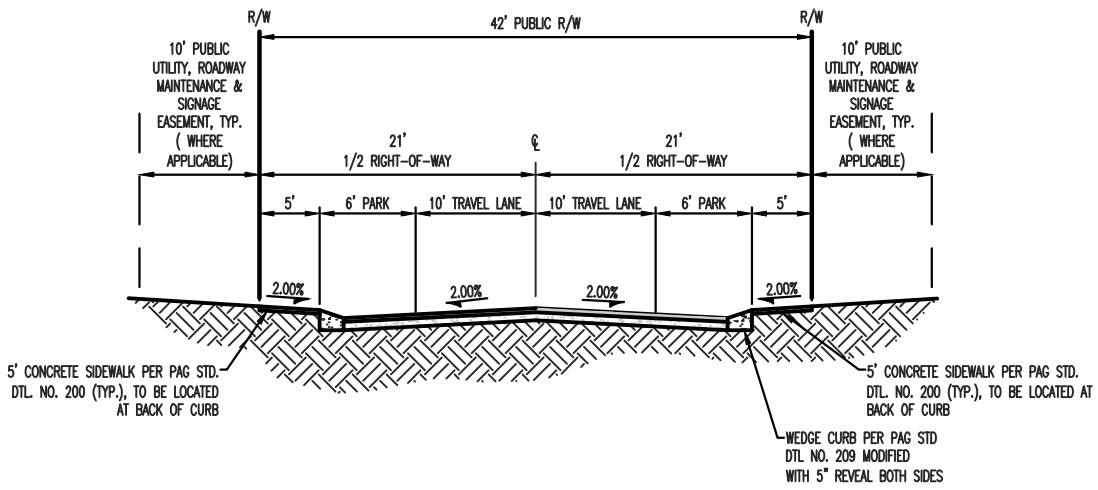
NOTE: THIS CROSS SECTION DOES NOT PROVIDE FOR ON-STREET PARKING NOR DIRECT INDIVIDUAL RESIDENTIAL LOT DRIVEWAY ACCESS.

PROPOSED ROADWAY SECTIONS

N.T.S.

CASCADA II SPECIFIC PLAN AMENDMENT
MARANA, ARIZONA

05/19/2025



TYPICAL PUBLIC RESIDENTIAL STREET CROSS SECTION

N.T.S.

PROPOSED ROADWAY SECTIONS

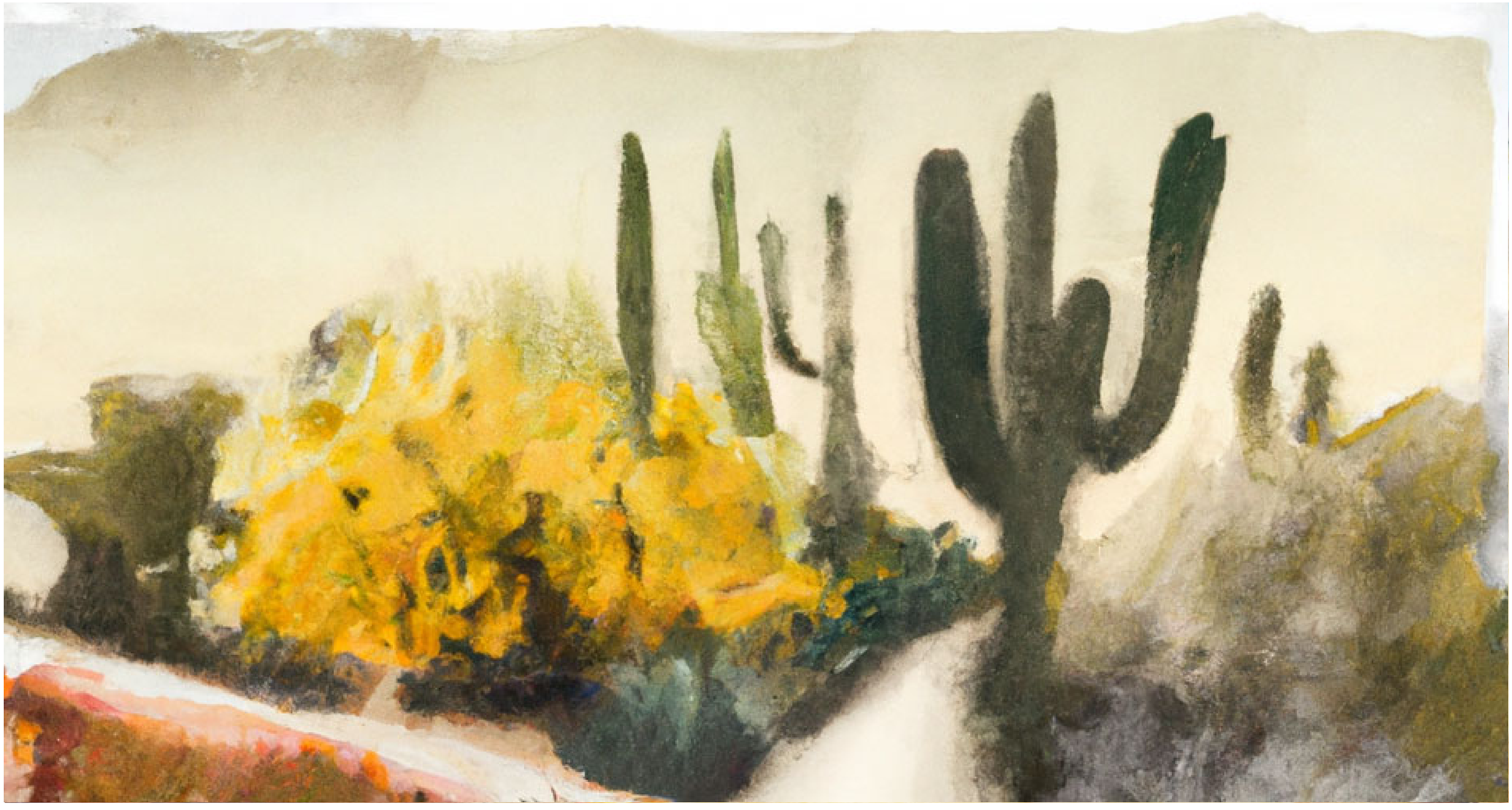
N.T.S.

CASCADA II SPECIFIC PLAN AMENDMENT
MARANA, ARIZONA

05/19/2025

SHEET 3 OF 3

V. IMPLEMENTATION & ADMINISTRATION



A. Administration & Interpretation

The Specific Plan shall be administered by the Town's Zoning Administrator, and all implementation decisions shall be based on the purpose of the Specific Plan. If a conflict arises between the Specific Plan and the MTC, the Specific Plan shall control. If the Specific Plan is silent on any issue, and the MTC is consulted, the purpose and intent of the Specific Plan shall control the Zoning Administrator's decision whether and how to apply the MTC. Appeals of any Zoning Administrator interpretation of this Specific Plan may be made to the Board of Adjustment within 15 days of the date of the interpretation. The Specific Plan will not result in the modification or change of any existing Town-adopted building codes.

All subsequent land use and zoning entitlements, including plats and development plan submittals, shall be processed in accordance with established Town development review procedures.

B. Implementation Responsibilities

The three entities responsible for the implementation of improvements within the Specific Plan are the Master Developer, the Builder and the Community Association.

The Master Developer is the entity responsible for ensuring the basic infrastructure facilities, including sewer, water and roads, are planned and constructed to serve the development areas within the Specific Plan in a timely and coordinated manner. They will build the public open space, and private open space will be turned over to the Community Association. Through a self-certification process, the Master Developer shall review and approve all development packages/Project design features, signage applications, and architectural/building plans proposed for the Property prior to Town submittal.

At any time, the Master Developer may relinquish its rights and assign any or all rights to one or more Builders. The Builder is the purchaser of a development area, or portions of a development area and is responsible for building or providing for building within their area(s) of ownership.

The Community Association is the entity responsible for the maintenance and management of all shared private common areas that are not dedicated to the Town. In addition, the Community Association will enforce the Master covenants, conditions and restrictions ("CC&Rs") placed on the properties.

C. Amendments

Amendments to the Specific Plan are categorized as either administrative amendments or substantial amendments.

The Zoning Administrator may approve administrative amendments, as defined in MTC § 17-4-15(D), after written application is made. In addition, the following shall qualify as an administrative amendment to the Specific Plan:

- Blocks 5, 6 and a portion of Block 4 are identified as R (Residential) on *Exhibit III.A: Land Use Concept*. Notwithstanding the areas designated OS/D, these Blocks are each adjacent to one or more Blocks designated as VC (Village Center). The Zoning Administrator may administratively approve the conversion of Blocks 4, 5 and/or 6 from R to VC, subject to review of infrastructure capacity, through the administrative amendment process.

Substantial amendments to the Specific Plan shall be those changes or modifications that would result in a substantial change to the Specific Plan's regulations or the overall intent of the Specific Plan, as defined in MTC § 17-4-15(D)(3). Substantial amendments to the Specific Plan shall be processed in accordance with MTC § 17-3-1.

D. Phasing

It is envisioned that this Project will be developed as a cohesive development, achieved in phases, with an estimated build-out period of 25 years. The development will likely consist of 4 phases, as illustrated in *Exhibit V: Phasing Plan* and described below. (Transportation improvements will be phased per recommendations included in the TIA, submitted under separate cover, and as approved by the Town's Traffic Engineering Division. The TIA includes 3 phases. The third phase in the TIA corresponds to phases 3 and 4 of Specific Plan development.)

The number of residential lots to be built in each phase will be determined at the time of platting. Although Project phasing may change based on market demand, it is anticipated that development will generally progress from south to north, starting with the VC blocks along Twin Peaks Road and concluding with Residential development north of the future Lambert Lane alignment. Infrastructure will be implemented with each phase in cooperation with the Town.

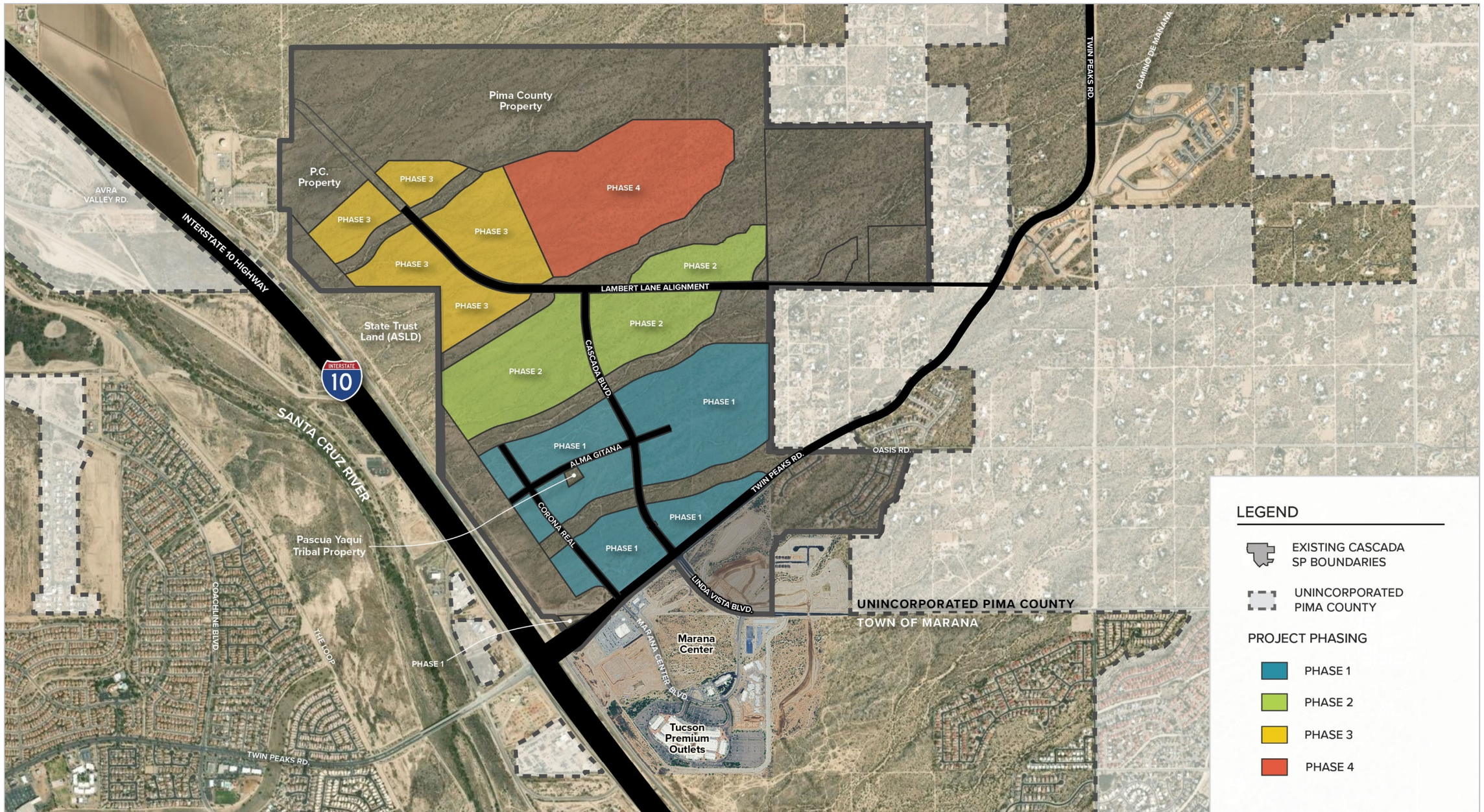


Exhibit V: Phasing Plan

APPENDIX A:

Wastewater Capacity Letters

PIMA COUNTY
WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

May 5, 2023

Tanya Washington
Presidio Engineering, Inc.
190 S Stratford Drive #105
Tucson, Arizona 85716

Sewerage Capacity Investigation No. P23WC00122 Type I

RE: **Cascada Phase 1, Parcels 21619540A, 216195410, 216195420, 216195430, 216195480, 216195530, 216195600, 216195610, 216195620, 216195630, 216195920, 216195930, 216195960, 216195970, 216194410**
Estimated Flow 518,388 gpd (ADWF)

Greetings:

The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for a project this size in the public sewer G-2003-054, downstream from manhole 3495-12.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6488.

Reviewed by: Mirela Hromatka, Planner Sr.

PIMA COUNTY
WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

May 5, 2023

Tanya Washington
Presidio Engineering, Inc.
190 S Stratford Drive #105
Tucson, Arizona 85716

Sewerage Capacity Investigation No. P23WC00125 Type I

RE: **Cascada Phase II, Parcels 216195380, 216195390, 21619579C, 219196010**
Estimated Flow 196,120 gpd (ADWF)

Greetings:

The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for a project this size in the public sewer G-2003-054, downstream from manhole 3495-08.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6488.

Reviewed by: Mirela Hromatka, Planner Sr.

PIMA COUNTY
WASTEWATER RECLAMATION
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

May 5, 2023

Tanya Washington
Presidio Engineering, Inc.
190 S Stratford Drive #105
Tucson, Arizona 85716

Sewerage Capacity Investigation No. P23WC00126 Type I

RE: **Cascada Phase III, Parcels 216195540, 216195980, 216195990, 216196000, 219195360**
Estimated Flow 372,168 gpd (ADWF)

Greetings:

The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for a project this size in the public sewer G-2000-048, downstream from manhole 3911-13.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-6488.

Reviewed by: Mirela Hromatka, Planner Sr.

APPENDIX B: Cultural Resources Letter

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®
343 West Franklin Street
Tucson, Arizona 85701
Tel 520.325.9194 Fax 520.325.2033
www.swca.com

June 15, 2023

Matt Dickey
Bourn Companies, LLC
20 East Congress, Suite 300
Tucson, Arizona 85701

Re: Cascada Block 10 Archaeological Clearance Status

Dear Mr. Dickey:

The purpose of this letter is to summarize the status of archaeological clearance for Cascada Block 10. Specific archaeological surveys or data recovery projects within or in the immediate vicinity of Block 38 are as follows:

- A cultural resources survey was conducted in the early 1980s by Arizona State Museum for Northern Tucson Basin Survey / Phase II Marana. This survey completely overlapped with Block 10. One site (AZ AA:12:227[ASM]) was identified overlapping with Block 10. (Source: Arizona State Museum Project Registration Form. August 21, 1994)

- The entirety of Block 10, along with the overall proposed Cascada Residential development was re-surveyed in 2004. This survey identified 34 archaeological resources, of which 11 were determined eligible, 11 were determined ineligible, and 12 were recommended for additional eligibility testing. Of the 34 sites, one site, AZ AA:12:227(ASM) was identified within Block 10. (Source: *A Class III Cultural Resource Survey of a 1,260-Acre Parcel in Marana, Pima County, Arizona.* Tierra Right of Way Services, Tucson. ASM Accession Number 2005-706.ASM).

- An archaeological eligibility testing program was conducted in August through September 2004 by Tierra Right of Way at twelve sites within the proposed Cascada Residential Development. This program also included AZ AA:12:227(ASM) located within Block 10. The program included surface collection of all visible artifacts, mechanical trenching, feature recording, and mapping. At AZ AA:12:227(ASM), a total of 660 meters of trench were excavated and 54 cultural features were identified that included 37 pit structures or possible pit structures, nine pits of unknown function, two roasting pits, five possible trash middens, and one cremation burial (Source: *Archaeological Eligibility Testing at Twelve Sites Within the Proposed Cascada Residential Community Development in Marana, Pima County, Arizona*. Report No. 2004-92. Tierra Right of Way Services, Tucson, Arizona).

- In 2005, Tierra Right of Way prepared a Historic Properties Treatment Plan for fourteen sites within the Cascada Residential Development. (Source Historic *Properties Treatment Plan for Fourteen Sites within the Cascada Development in Marana, Pima County, Arizona*. Report No. 2005-67, Tierra Right of Way Services, Tucson). Between 2008 and 2010, Tierra Right of Way conducted data recovery at thirteen sites within the Cascada Residential development area but not at AZ AA:12:227(ASM) (Sources: *The Cascada Archaeological Project: Changing Land Uue and Settlement in the Northern Tucson Basin Volume 1: Historic Sites*. Research Series No. 2, Vol. 1. *The Cascada Archaeological Project: Changing Land Use and Settlement in the Northern*

Tucson Basin Volume 1: Prehistoric Limited Activity, Field House, and Farmstead Sites. Research Series No. 2, Vol. 2. *The Cascada Archaeological Project: Changing Land Use and Settlement in the Northern Tucson Basin Volume 3: Excavations at the Richter Site, AZ AA:12:252(ASM).* Research Series No. 2, Vol. 3, Tierra Right of Way, Tucson.

In summary, the above survey completed by Tierra was conducted by qualified archaeologists and the survey was conducted to current standards. Therefore, no additional archaeological survey is recommended for Block 10. However, one archaeological site (AZ AA:12:227[ASM]) was identified and subjected to eligibility testing. The archaeological testing resulted in the identification of significant cultural resources and the approved Historic Properties Treatment Plan prepared by Tierra Right of Way should be implemented before development of Block 10.

Should you have any questions, please do not hesitate to contact me at (520) 325-9194.

Respectfully,

David M. R. Barr, M. A., RPA Principal Investigator (Arizona Antiquities Act Permit No. 2023-050bl)

APPENDIX C: Sample Architecture & Building Materials

1. Architectural Metal







2. Untextured or unarticulated tilt-up concrete panels





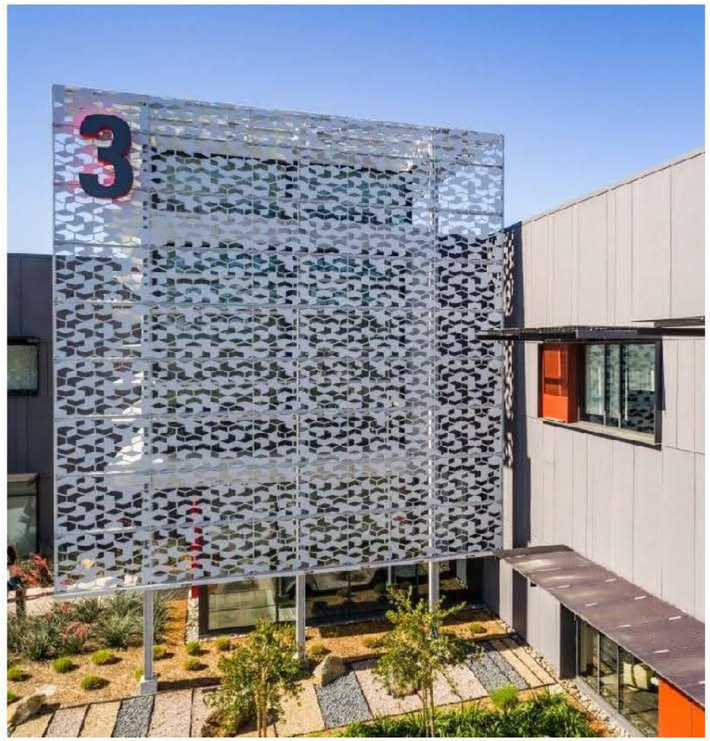


3. Prefabricated steel panels









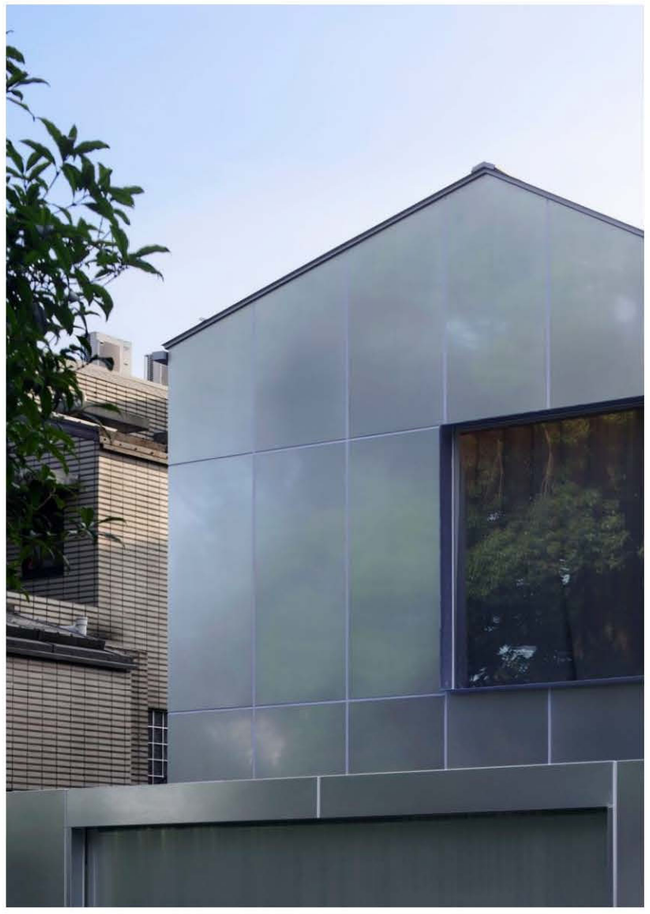
4. Corrugated metal or plastic







5. Mirrored or otherwise highly reflective materials

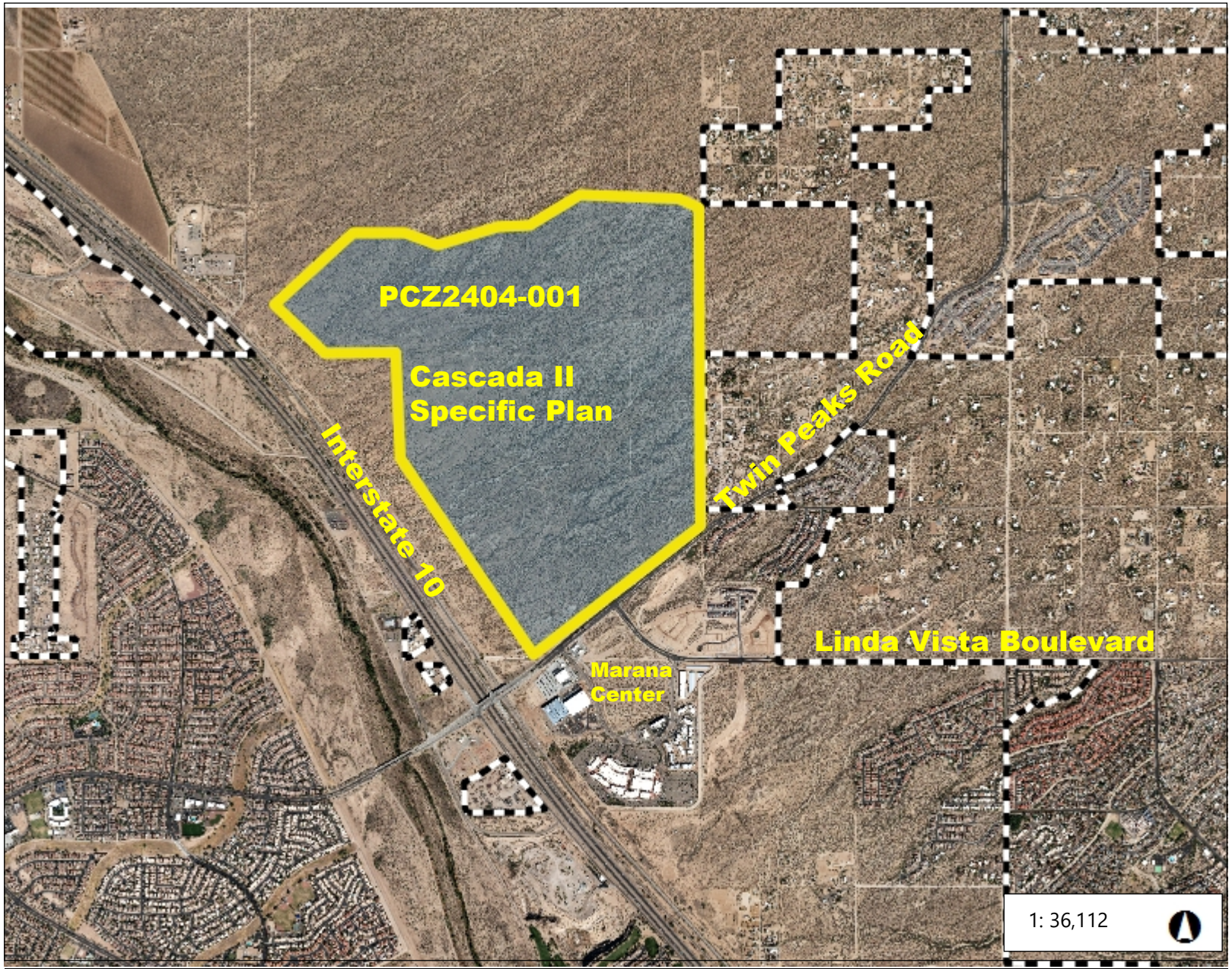






Town of Marana Planning

PCZ2404-001: Cascada II Specific Plan





Legend

Marana Town Limits

Notes

1.1 0 0.57 1.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Latitude Geographics Group Ltd.

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

MARANA AZ

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

PROJECT APPLICATION

APPLICATION TYPE

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

PROJECT INFORMATION

Project Name: Cascada II Specific Plan Amendment	
Description of Project: SPA to Cascada & Cascada North Specific Plans	Number of Lots:
Parcel No.(s): (See attached table identifying parcels & final plat blocks)	Gross Area (Acres): 752.5
Project Address: N/A	
Ref. Project No.: PCZ0401-001 & PCZ-10035	

CONTACT INFORMATION

Owner: Red Point Development, Inc.	Contact Name: Larry Kreis		
Address: 8710 N. Thornydale Rd., #120	City: Tucson	State: AZ	Zip: 85742
Email: lkreis@redpointdevelopment.com	Phone No.: (520) 408-2300		
Applicant: Lazarus & Silvyn, P.C.	Contact Name: Keri Silvyn & Robin Large		
Address: 5983 E. Grant Rd., Ste. 290	City: Tucson	State: AZ	Zip: 85712
Email: RLarge@LSLawAZ.com	Phone No.: (520) 207-4464		
Consultant/Engineer: Bourn Companies	Contact Name: Brigham Stevens & Matt Dickey		
Address: 20 E. Congress St., #300	City: Tucson	State: AZ	Zip: 85701
Email: bstevens@bourncompanies.com	Phone No.: (520) 323-1005		

APPLICANT AUTHORIZATION

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

Robin Large	Robin Large Digitally signed by Robin Large Date: 2024.04.09 15:12:05 -07'00'	4/9/2024
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY
Revision Date 05/16/2023

Project No._____ **Date Received**_____

Council-Regular Meeting **D1**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: Fausto Burruel, Public Works Director

From: Fausto Burruel, Public Works Director

Date: October 21, 2025

Strategic Plan Focus Area:
Proactive Public Services

Strategic Plan Focus Area Additional Info:
Strategic Plan V, Focus Area 5: Proactive Public Services. Goal: Prioritize Infrastructure and maintenance that support new growth and development in a proactive and sustainable manner. Strategy: Develop an asset management program that anticipates on-going maintenance needs through an integrated system.

Subject: Relating to Traffic and Highways; presentation regarding the status of the Pavement Preservation Program (Fausto Burruel)

Discussion:

The Town's pavement preservation program employs a proactive maintenance philosophy focused on keeping good pavements in good condition and reducing the need for major reconstruction. This approach results in improved pavement performance, long term cost savings, increased safety, and greater customer satisfaction.

Public Works staff and our consultant Roadway Asset Services (RAS) recently completed an evaluation and analysis of the condition of Town streets. Through this effort, the current and targeted condition of Town roadways were assessed. The purpose of the assessment was to provide an objective pavement performance data that can be utilized to manage the pavement network in the most cost-effective manner that provides the Town with the optimal blend of level of service and budget requirements.

To accomplish this goal, RAS conducted field surveys utilizing the latest in pavement assessment technology. The collected data has been input into the Town's asset management software Cartegraph database and the Town and RAS have worked to establish a 5-year pavement management program model, identifying proposed preservation treatments on various roadways and the funding amount required to maintain the road network's current Overall Condition Index (OCI) of 74. The model is the foundation of the Town's 5-year pavement management program and using the information, Public Works intends to create a rolling 5-year program where each year the model will be re-run based on work performed - including any modifications, additions, or subtractions of work performed. The intent is to have an accepted "Year 1" of the program and update annually, similar to the 5-Year CIP program.

This evening, staff will present the current pavement condition of the Town's network, planned work in the current fiscal year, summary of the results of the pavement condition assessment project, level of service options, and how much it would cost to maintain the streets at the target condition in the next five years.

Staff is seeking input from Council regarding whether maintaining the current level of service is adequate for the long-term.

Financial Impact:

Presentation only.

Staff Recommendation:

Staff seeks input from Council regarding whether maintaining the current level of service is adequate for the long-term.

Suggested Motion:

None needed - presentation and discussion only.

Attachments

No file(s) attached.

Council-Regular Meeting **D2**

Meeting Date: 10/21/2025

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: Heidi Lasham, Water Director

Date: October 21, 2025

Strategic Plan Focus Area:
Vibrant Community

Subject: Relating to Utilities; update, discussion, and possible direction regarding proposed changes to water and water reclamation rates and fees (Heidi Lasham)

Discussion:

The last rate study was completed in 2019 and included four scheduled water and water reclamation rate adjustments through January 2024, with no adjustment to rates in FY2025.

The goals of the proposed rate adjustments are as follows:

- Secure water resources
- Fund system improvements necessary to replace aging infrastructure
- Preventative maintenance to extend the life of existing infrastructure
- Ensure debt service payments are made as scheduled
- Provide revenue stability and promote conservation
- Present the findings of the rate study and necessary increases to both water and water reclamation rates

This presentation will be made by staff and the rate consultant, Collin Drat from Raftelis.

Financial Impact:

This item is for presentation and discussion purposes only. No financial impact.

Staff Recommendation:
This item is for presentation and discussion purposes only. No action needed.

Suggested Motion:
This item is for presentation and discussion purposes only. No motion needed.

Attachments

No file(s) attached.
