MARANA TOWN COUNCIL - AMENDED 1/30/2026 @ OR ABOUT 6:00PM
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, February 3, 2026, 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 February 3, 2026, 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. Public access to the Council Chambers begins 20 minutes prior to the start of the meeting.

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 and deliver it to the Town Clerk.

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

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

P1 Relating to Community Services; presentation from a representative of the Marana Food Bank and Community Resource Center (MFB-CRC) providing an update on recent MFB-CRC activity (Terry Rozema)

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. 2026.005: Relating to Finance; exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 7, 2026, Tour De Cookie event (Wayne Barnett)

C2 Resolution No. 2026-010: Relating to Economic Development and Tourism; approving and authorizing the Mayor to sign the Intergovernmental Agreement Between Towns of Marana and Oro Valley for Biking-Related Activities (Stefanie Boe)

C3 Approval of Regular Council Meeting Summary Minutes of January 6, 2026, Regular Council Meeting Summary Minutes of January 20, 2026, and Special Council Meeting Summary Minutes of January 27, 2026 (Jill McCleary)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for an owner transfer series #07 Beer and Wine Bar liquor license submitted by Wei Li Ho on behalf of Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, Tucson, Arizona, 85741 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2026-011: Relating to the Marana Regional Airport; approving the removal of 10.912 acres of land generally located to the northeast of Air Commerce Way from the Town's Airport Layout Plan and approving the inclusion of 14.279 acres of land generally located to the north of Air Commerce Way in the Town's Airport Layout Plan (David Udall)

A2 *Resolution No. 2026-012: Relating to Budget; approving the transfer of up to $7,000,000 in budgeted expenditure authority from the New Renewable Water Resource Acquisition project (WT066) to the Recharge Basins Phase II project (WT074), to be equally allocated between the Water Resources Fund (5016) and the Wastewater Infrastructure fund (5038) (Heidi Lasham)*

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **P1**

Meeting Date: 02/03/2026

To: Mayor and Council

Submitted For: Terry Rozema, Town Manager

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

Date: February 3, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Community Services; presentation from a representative of the Marana Food Bank and Community Resource Center (MFB-CRC) providing an update on recent MFB-CRC activity (Terry Rozema)

Discussion:

The Marana Food Bank and Community Resource Center (MFB-CRC) was established in late 2023 with a mission to provide essential food and resources to enhance lives within the Marana community. The MFB-CRC continues to see growth in the number of families and individuals facing food insecurity. This evening, representatives of the MFB-CRC will share updates on their current programs and offerings and will highlight the impact these initiatives are having on the Marana community.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.

Council-Regular Meeting **C1**

Meeting Date: 02/03/2026

To: Mayor and Council

Submitted For: Wayne Barnett, Director Parks & Recreation

From: Wayne Barnett, Director Parks & Recreation

Date: February 3, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2026.005: Relating to Finance; exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 7, 2026, Tour De Cookie event (Wayne Barnett)

Discussion:

The Rotary Club of Marana will host the Tour De Cookie bicycle ride on March 7, 2026, on the Chuck Huckleberry Loop. This is an annual fundraising event. Funds raised have benefited Marana Unified School District, Marana Food Bank, and other Marana Rotary Foundation efforts. This year's event will be held entirely in Marana. Marana Rotary is requesting the $500 Special Event Park Package fee be waived. This year's event is anticipating more 500 participants. Waiving of fees will make more funds available for donations in the Marana community. Last year's event raised $15,000, which was used to support Marana-based organizations and to provide Marana families in need of financial assistance.

If adopted, this ordinance would waive the $500.00 "Special Event Park Package - Minor less than 1000 attending" fee paid by the Rotary Club of Marana for the Tour De Cookie event held on March 7, 2026.

Financial Impact:

Fiscal Year: 2026

Budgeted Y/N: N

Amount: $500.00

Staff Recommendation:
This is a discretionary item for Council.

Suggested Motion:
I move to adopt Ordinance No. 2026.005, exempting the Rotary Club of Marana from the Special Event Park Package fee for the March 7, 2026, Tour De Cookie event.

Attachments

Ordinance No. 2026.005

MARANA ORDINANCE NO. 2026.005

RELATING TO FINANCE; EXEMPTING THE ROTARY CLUB OF MARANA FROM THE SPECIAL EVENT PARK PACKAGE FEE FOR THE MARCH 7, 2026, TOUR DE COOKIE EVENT

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

WHEREAS the Town Council has adopted a comprehensive fee schedule for the Town that includes a $500.00 "Special Event Park Package - Minor less than 1000 attending" fee (the "Fee"); and

WHEREAS the Tour De Cookie event, held this year at Crossroads Park and on the Chuck Huckleberry Loop in Marana on March 7, 2026, is an annual fundraising event for the Rotary Club of Marana; and

WHEREAS proceeds from this year's event will be donated to Marana-based organizations, and waiving the Fee will make more funds available for donations; and

WHEREAS the Mayor and Council of the Town of Marana find that exempting the Rotary Club of Marana from the $500.00 "Special Event Park Package - Minor less than 1000 attending" fee for the March 7, 2026, Tour De Cookie event is in the best interests of the Town and its residents.

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

SECTION 1. The Rotary Club of Marana is hereby exempted from the $500.00 "Special Event Park Package - Minor less than 1000 attending" fee included in the Town's comprehensive fee schedule, as adopted by the Town Council and amended from time to time, for the March 7, 2026, Tour De Cookie event.

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, Arizona, this 3rd day of February 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 02/03/2026

To: Mayor and Council

Submitted For: Stefanie Boe, Tourism and Marketing Manager

From: David L. Udall, Deputy Town Attorney

Date: February 3, 2026

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2026-010: Relating to Economic Development and Tourism; approving and authorizing the Mayor to sign the Intergovernmental Agreement Between Towns of Marana and Oro Valley for Biking-Related Activities (Stefanie Boe)

Discussion:

The purpose of this Intergovernmental Agreement is to formalize the Town of Marana and the Town of Oro Valley's responsibilities regarding their cooperative efforts related to cycling promotion and outdoor recreation. The IGA establishes a general framework for the two communities to work together on planning, marketing, and potential cycling-related initiatives that may take place in one or both towns. The IGA formalizes coordination between the two towns while allowing flexibility for future projects to be developed and approved separately. The agreement does not commit either town to specific events or expenditures. Approval of this item supports implementation of the Town of Marana's Tourism Master Plan and advances regional collaboration, tourism, and economic development goals.

Financial Impact:

Actual costs will be determined based on the initiative plan developed by the parties and by the parties' available budgetary capacity.

Staff Recommendation:

Staff recommends the approval of Resolution No. 2026-010.

Suggested Motion:

I move to adopt Resolution No. 2026-010, approving and authorizing the Mayor to sign the Intergovernmental Agreement Between Towns of Marana and Oro Valley for Biking-Related Activities.

Attachments

Resolution No. 2026-010

Exhibit A to Resolution

MARANA RESOLUTION NO. 2026-010

RELATING TO ECONOMIC DEVELOPMENT AND TOURISM; APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERGOVERNMENTAL AGREEMENT BETWEEN TOWNS OF MARANA AND ORO VALLEY FOR BIKING-RELATED ACTIVITIES

WHEREAS on September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying "Thriving Commerce" as one of its five focus areas, with the goal to "Expand Marana's thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events." Additionally, the Marana Town Council has adopted the ten-year "Tourism Master Plan" which includes three strategies to partner with the Town of Oro Valley on cycling and other tourism-related activities; and

WHEREAS Oro Valley's Tourism Strategies include developing collaborations with the Town of Marana and other partners to advance cycling and other tourism-related initiatives; and

WHEREAS the purpose of this intergovernmental agreement is to formalize the Town of Marana and the Town of Oro Valley's responsibilities regarding their cooperative efforts related to cycling promotion and outdoor recreation; and

WHEREAS Marana and Oro Valley may enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq*.; and

WHEREAS the Mayor and Town Council find that 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 Intergovernmental Agreement Between Towns of Marana and Oro Valley for Biking-Related Activities, 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 agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of February, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN TOWNS OF MARANA AND ORO VALLEY FOR BIKING-RELATED ACTIVITIES

This INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA ("Marana"), an Arizona municipal corporation, and the TOWN OF ORO VALLEY ("Oro Valley"), an Arizona municipal corporation. Marana and Oro Valley are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. On September 6, 2022, the Marana Town Council adopted the Town of Marana Strategic Plan V, identifying "Thriving Commerce" as one of its five focus areas, with the goal to "Expand Marana's thriving tourism industry by promoting its heritage, cultural resources, scenic open spaces, and signature events." Additionally, the Marana Town Council has adopted the ten-year "Tourism Master Plan" which includes three strategies to partner with the Town of Oro Valley on cycling and other tourism-related activities.

B. Oro Valley's Tourism Strategies include developing collaborations with the Town of Marana and other partners to advance cycling and other tourism-related initiatives.

C. Since 2012, Marana and Oro Valley have collaborated on the Marana Oro Valley Experience ("M.O.V.E.") Across 2 Ranges Hike Challenge Event, the Tucson Bicycle Classic, and the Project Echelon Gran Fondo and seek to create similar initiatives to build on the Towns' proximity and common interests to enhance tourism.

D. Marana and Oro Valley may enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants, conditions and agreements set forth in this Agreement, the Parties agree as follows:

Article 1. Purpose

The purpose of this Agreement is to establish the rights and responsibilities of the Parties regarding the planning, administration, and production of an outdoor collaborative cycling and biking initiative that makes use of the roads and streets and, in the future, cycling and mountain biking paths and parks and off-path areas in Marana and in Oro Valley (the "Biking Initiative").

Article 2. Scope of Agreement

2.1. The Parties shall plan, develop, and produce the Biking Initiative annually during the term of this Agreement, on dates and times mutually agreed to by the Parties.

2.2. The Parties may adjust and amend the Biking Initiative event dates, times, registration fees, amenities, trail usage, and the like for all associated events during the term of this Agreement without requiring amendment of this Agreement.

Article 3. Shared Responsibilities

The Parties shall provide the following:

3.1. Graphic design of promotional materials and participant promotional items, branded merchandise, and giveaways.

3.2. Purchase Biking Initiative promotional materials and participant promotional items, branded merchandise, and giveaways.

3.3. Coordinate and Manage event production related to any Biking initiative.

3.4. Seek joint approval of any event created or produced as part of the Biking Initiative.

Article 4. Party Responsibilities

4.1. For each event produced as part of the Biking Initiative, the Parties will create a document that contains the specific responsibilities related to producing a Biking Initiative event. The document will be approved by the Parties' Town Managers or their respective designees at least 30 days prior to event preparation. Generally, the Parties agree to equally share the financial responsibility where appropriate and cover the costs of items that are specifically associated with promoting a specific Town.

4.2. The Parties shall mutually agree on registration fee amounts for co-produced events. The registration fee amounts agreed upon by the Parties shall supersede any registration amounts in the Parties' respective fee schedules. For events not produced but sponsored by the Parties, the registration fees shall be determined by that event producer.

4.2.1. Within 60 days after any event sponsored or produced as part of the Biking Initiative, the Parties shall create a post-event report that includes an Estimated Economic Impact, revenue and expense summary, marketing analysis, event attendance report, and other report elements the Parties deem necessary to summarize accurately the event and its impacts.

4.2.2. As quickly as possible after the effective date of the agreement, the Parties agree to establish a Strategic Plan for the Biking Initiative.

Article 5. Term and Termination

5.1. This Agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effective for five years, unless earlier terminated by either Party in accord with the terms of this Agreement. The term of this Agreement may be extended by written amendment signed by both Parties.

5.2. This Agreement may be terminated under the following circumstances:

5.2.1. This Agreement may be terminated by either Party without cause with 60 days' written notice to the other Party.

5.2.2. A Party may terminate this Agreement for material breach of the Agreement by the other Party. Prior to any termination under this paragraph, the Party allegedly in default shall be given written notice by the other Party of the nature of the alleged default. The Party said to be in default shall have 45 days to cure the default. If the default is not cured within that time, the other Party may terminate this Agreement. Any such termination shall not relieve either Party from liabilities or costs already incurred under this Agreement.

5.2.3. This Agreement may be terminated for a conflict of interest as set forth in A.R.S. § 38-511, the relevant portions of which are hereby incorporated by reference.

5.2.4. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining this Agreement. In the event of such cancellation, the Parties shall have no further obligation to each other, other than for payment of services rendered prior to termination.

Article 6. Access to Records

6.1. The Parties shall maintain books, records, documents, and other evidence directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Each Party shall have access to such books, records, documents, and other evidence for inspection, audit and copying and shall provide proper facilities for such access and inspections.

6.2. Audits conducted under this Article shall be performed in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

6.3. The Parties agree to the disclosure of all information and reports resulting from access to records, as described in this Article, to a Party's auditor, provided that the audited Party is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the audited Party.

Article 7. Compliance with Laws

7.1. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this Agreement.

7.2. The Parties agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which supersedes Executive Order 99-4 and amends Executive Order 75-5, and which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, the Parties shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

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

7.4. The Parties certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of Israel as defined by A.R.S. §35-393. The submission of a false certification may result in action up to and including termination of this Agreement.

7.5. The Parties hereby certify that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214 (A).

7.6. This Agreement is subject to the provisions of A.R.S. § 38-511 regarding conflict of interest.

Article 8. Indemnification

To the fullest extent permitted by law, each Party (as "indemnitor") shall defend, indemnify and hold harmless the other Party (as "indemnitee"), its officers, officials, employees, agents, volunteers, successors, and assigns (the "indemnified group") for claims, damages, losses, liabilities and expenses of any nature whatsoever (including but not limited to reasonable attorneys' fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense) relating to, arising out of, resulting from or alleged to have resulted from the indemnitor's acts, errors, mistakes or omissions relating to any action or inaction of this Agreement (collectively, "claims") including but not limited to work, services, acts, errors, mistakes, or omissions in the performance of this Agreement by anyone directly or indirectly employed by or contracting with the indemnitor, or any person for whose acts and liabilities are the obligation of the indemnitor. If any claim, action or proceeding is brought against the indemnified group, indemnitor shall have a duty, at its sole cost and expense, to resist or defend such claim or action on behalf of the indemnified group but only to the extent that such claims result in vicarious/derivative liability to the indemnitee and are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers; provided, however, that the indemnitor shall have no obligation to indemnify the

indemnified group for the indemnified group's passive negligence. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

Article 9. Insurance

The Parties agree that they shall maintain for the duration of this Agreement policies of public liability insurance sufficient to cover all of their obligations undertaken in the implementation of this Agreement.

Article 10. No Joint Venture

It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties. No Party hereto shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.

Article 11. Workers' Compensation

For purposes of Workers' Compensation, an employee of a Party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another Party pursuant to this specific Agreement, is deemed to be an employee of both Parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers' Compensation benefits for the purposes of this paragraph. Each Party shall comply with the notice provisions of A.R.S. § 23-1022(E).

Article 12. No Third-Party Beneficiaries

This Agreement is intended to govern the rights and duties of the contracting Parties only and is not intended to confer on any third party any rights or benefits which would not exist in the absence of this Agreement.

Article 13. Notices

All notice requests and authorizations provided for in this Agreement shall be in writing and shall be delivered or mailed, addressed as follows:

Marana: TOWN OF MARANA
Attention: Town Manager
Address: 11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to:
TOWN OF MARANA
Attn: Economic Development Director
11555 W. Civic Center Drive
Marana, Arizona 85653

Oro Valley: TOWN OF ORO VALLEY
Attention: Town Manager
Address: 11000 N. La Cañada Drive
Oro Valley, Arizona 85737

With a copy to:
TOWN OF ORO VALLEY
Attn: Community and Economic Development Director
11000 N. La Cañada Drive
Oro Valley, Arizona 85737

Article 14. Waiver

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

Article 15. Remedies

Either Party may pursue any remedies available to it for the breach of this Agreement, and no right or remedy is intended to be exclusive of any other right or remedy existing at law or at equity or by virtue of this Agreement.

Article 16. Force Majeure

A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of uncontrollable forces. The term "uncontrollable forces" shall mean, for the purpose of this Agreement, any cause beyond the control of the Party affected, including but not limited to failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

Article 17. Construction of Agreement

17.1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MARANA:

TOWN OF MARANA, an Arizona municipal corporation

By:_____
Jon Post, Mayor

Date:_____

ATTEST:

_____
Jill McCleary, Town Clerk

ORO VALLEY:

TOWN OF ORO VALLEY, an Arizona municipal corporation

By:_____
Joe Winfield, Mayor

Date:_____

ATTEST:

_____
Michael Standish, Town Clerk

ATTORNEY CERTIFICATION

Pursuant to A.R.S. § 11-952, the undersigned public agency attorneys have determined that the foregoing Intergovernmental Agreement between the Town of Marana and the Town of Oro Valley is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____	_____
Town of Marana Attorney	Town of Oro Valley Attorney
Date:_____	Date:_____

Council-Regular Meeting **C3**

Meeting Date: 02/03/2026

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: February 3, 2026

Subject: Approval of Regular Council Meeting Summary Minutes of January 6, 2026, Regular Council Meeting Summary Minutes of January 20, 2026, and Special Council Meeting Summary Minutes of January 27, 2026 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes, 01/06/2026
Regular Council Meeting Summary Minutes, 01/20/2026
Special Council Meeting Summary Minutes, 01/27/2026

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 6, 2026, 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. **Council Member Kai** was absent. All other Council Members were present, constituting a quorum.

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

APPROVAL OF AGENDA

Vice Mayor Ziegler moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

Due to the number of speaker cards received, **Mayor Post** announced a two-minute time limit for speakers during the call to the public and public hearings.

David Seia, **Dave Hindman**, **Rolande Baker** and **Dennis Shannon** addressed the

Council during the call to the public. **Bennett Burke** and **Mary Romer** were inadvertently omitted during the initial call to the public, but were later recognized and permitted to speak after Item A1. Speakers expressed a range of viewpoints, including support for the Town's long-term planning, infrastructure investments, and community amenities; appreciation for improvements to roads, parks, and other public facilities; and support for veterans' services and recognition of the Marana Veterans Cemetery. Other speakers expressed opposition to the potential use of a former correctional facility as an Immigration and Customs Enforcement (ICE) detention center. They cited moral, legal, and community safety concerns. Some speakers requested that Council Members meet with community groups and consider formal actions or proclamations related to a potential detention center.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh reported on a recent visit to the El Rio Preserve and commented on the area's natural and cultural features.

Council Member Comerford noted the opening of a new restaurant on Ina Road and encouraged residents to visit. She expressed concern that a resident was apprehensive about attending Council meetings and offered that escorts would be available if needed for those attending meetings. She addressed recent social media discussions and encouraged residents to review the data center ordinance. She also stated that campaign funds donated during the late **Mayor Ed Honea**'s unopposed election were largely directed to the Marana Food Bank and not used for campaign purposes.

Council Member Murphy expressed appreciation for the community's generosity during the holiday season.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema deferred his report in the interest of time and informed attendees of an overflow seating area available at a nearby facility.

PRESENTATIONS

CONSENT AGENDA

C1 Resolution No. 2026-001: Relating to Budget and Procurement: approving a change in budget authority for the Tangerine TI Improvements (ST107) project; approving the transfer of up to $1,500,000 in budgeted expenditure authority from Other

Agency Funding (Fund 3045) to Northeast Impact fees (fund 3066) and the transfer of up to $2,259,327 in budgeted expenditure authority from Other Agency Funding (fund 3045) to Transportation funds (Fund 3030); approving change orders to the contract with Borderland Construction Inc. for the Tangerine TI Improvements (ST107) project in the amount of $9,065,553.33 for the construction of the project and to construct a driveway entrance for Cottonwood Properties; authorizing the transfer of appropriations if necessary for this change in budget authority and change orders; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change in budget authority and change orders (Fausto Burruel)

C2 Resolution No. 2026-002: Relating to Public Works; approving and authorizing the Mayor to sign a public improvement participation agreement with R11 Tangerine Corporation for the construction of driveway improvements as part of the Tangerine Road Traffic Interchange (TI) Improvement Project No. ST107 (Jane Fairall)

C3 Resolution No. 2026-003: Relating to Real Estate; vacating public right-of-way located south of West Massingale Road and east of North Hartman Lane in Section 36, Township 12 South, Range 12 East (George Cardieri)

C4 Relating to Procurement; approving a change order to the contract with Psomas, Inc. in the amount of $181,580.93 for the Tangerine Road Widening Phase 2A Project (ST098); authorizing the transfer of appropriations, if necessary, for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Fausto Burruel)

C5 Approval of Council Study Session Summary Minutes of December 9, 2025, Special Council Meeting Summary Minutes of December 10, 2025, and Regular Council Meeting Summary Minutes of December 16, 2025 (Jill McCleary)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2026.001: Relating to Utilities; amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and

non-residential water and wastewater customers effective February 6, 2026, January 1, 2027, January 1, 2028, January 1, 2029, and January 1, 2030 (Heidi Lasham)

Resolution No. 2026-004: Relating to Utilities; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2026.001, amending the Town of Marana comprehensive fee schedule by successively increasing the water base fee, water consumption rates, groundwater resource/acquisition fee, monthly wastewater service fee, and wastewater volume charge for all Marana residential and non-residential water and wastewater customers effective February 6, 2026, January 1, 2027, January 1, 2028, January 1, 2029, and January 1, 2030 (Heidi Lasham)

Water Director Heidi Lasham presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Ms. Lasham** stated that a prior rate study was completed in 2019. She said that updated projections reflect increased operating and capital costs, inflation, regulatory requirements, and long-term infrastructure needs. She explained that revenues under existing rates would be insufficient to meet projected expenses and outlined planned investments, including PFAS treatment and system maintenance. For more details, please see the presentation slides.

Mayor Post opened the public hearing at 6:30 PM.

Vice Mayor Ziegler commented on PFAS mitigation efforts, including prior capital investments, affected wells, and confirmation that treated water met regulatory standards.

Mayor Post asked whether future reimbursements could be used to offset costs or to modify future rate increases, and sought clarification on how any recoveries would be incorporated into the rate model. **Deputy Town Manager Erik Montague** outlined future options under consideration.

Council Member Comerford commented on the Town's early efforts to address PFAS concerns. She noted that staff had identified and had begun implementing treatment measures prior to the establishment of federal standards.

Council Member Cavanaugh asked questions regarding the bill comparison tables, including discrepancies between proposed bill amounts and how projected rate increases compared with those of other nearby municipalities. **Ms. Lasham** stated that the discrepancies were an error and that the slides needed to be updated.

The public hearing ended at 6:38 PM.

Vice Mayor Ziegler moved to adopt Ordinance No. 2026.001 and Resolution No. 2026-004. Council Member Comerford seconded the motion. Motion passed, 6-0.

A2 PUBLIC HEARING: Ordinance No. 2026.002: Relating to Development; approving a rezoning of approximately 300.5 acres of land located west of Interstate 10 along North Luckett Road and just south of the Pinal County line in a portion of Section 1, Township 11, Range 10E, from R-144 (Residential) to SP (Specific Plan), creating the Luckett Road North Specific Plan; and approving a minor amendment to the General Plan amending the land use category from Employment to Master Planned Area (Jason Angell)

Resolution No. 2026-005: Relating to Development; declaring as a public record filed with the Town Clerk the Luckett Road North Specific Plan adopted by Ordinance No. 2026.002 (Jason Angell)

Mayor Post declared the public hearing open at 6:45 PM.

Development Services Director Jason Angell presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Angell** reviewed the site's location, surrounding land uses, and requirements of the Town's data center ordinance. He said that the applicant was in compliance with applicable standards and that the facility would use air-cooled technology without potable water for cooling. **Mr. Angell** explained that associated infrastructure improvements would be constructed at the applicant's expense and noted the Planning Commission's unanimous recommendation for approval. He also described an additional proposed condition requiring the removal of data center equipment and the establishment of security protocols if the data center was discontinued. For more information, please see the presentation slides.

Keri Silvyn, of Lazarus & Silvyn, representing the applicant, addressed the Council and provided an overview of both Luckett Road North and Luckett Road South. She presented on the applicant's development team, site location, and rationale for locating the facilities in the Town of Marana. **Ms. Silvyn** noted that the applicant was not requesting any variances or waivers and highlighted the applicant's intent to fully comply with the ordinance requirements.

Mayor Post asked clarifying questions regarding potential impacts if a data center was to transition from an air-cooled to a water-cooled system in the future.

Council Member Cavanaugh asked questions regarding the distinction between potable water and Cortaro-Marana Irrigation District (CMID) water. He also asked about the number and potential impact of emergency generators for the proposed data center. A representative from Beale Infrastructure stated that the generator quantity and

specifications would be limited by Pima County Department of Environmental Quality regulations and federal emissions standards. **Council Member Officer** followed up with a clarifying question on using battery power.

Mayor Post asked **Trico Electric Cooperative CEO Brian Heithoff** to address the Council regarding potential increases in power bills. **Mr. Heithoff** stated that Trico developed principles in advance of data center proposals to protect its members and that all infrastructure, costs, and risks associated with serving the proposed data center would be borne by the applicant. He stated that revenues from the proposed data center could delay the need for a future rate increase by several years.

Council Member Cavanaugh asked how Trico would ensure that the applicant paid the full cost of new infrastructure required for the data center, particularly when facilities might also benefit the broader electric system. **Mr. Heithoff** replied that there would be dedicated power structures only for the data center.

Vice Mayor Ziegler stated that public comments on social media had attributed recent electric rate increases to the proposed data center. She stated that the attribution was not accurate.

Mayor Post asked the **Vice President of Public Policy** at **Tucson Electric Power (TEP), Chris Norman,** whether a data center would increase customer rates. **Mr. Norman** said that a data center would not cause rate increases.

Town Attorney Jane Fairall made a comment for the record that **Council Member Kai** had a conflict of interest with items A2 and A3 on the agenda. She stated he had declared the conflict and filed the appropriate paperwork with the Town Clerk's Office.

During public comment, **Matthew Rohen-Trapp**, **Sue Ritz**, **Margaret Shultz**, **Jackie McGuire**, **Ryan Zupi**, **Perry Frahm**, **Ron Stauffer**, **Brandon Sauber**, **Amanda Wiggins**, **Keith Watkins**, **Colin Mellars**, **Dan Streeter**, **Dr. Toma Diaz de la Rubia**, **Brittany Freeman, Chuck Almon**, **Michael Guymon**, **David Morales**, **Ted Maxwell**, **Robert Knill**, **Cesar Corral**, **Susan Dumon**, **Shawn Blubaum**, **Albert Villalpando**, **Michelle McCarthy**, **Fernando Lebron**, **Brian Pena**, **Cody McGuire**, **Sean Lopez**, **Jonathan Dailey**, **Rebecca Kosaskie**, **Fred Barnett**, **Drew Jenkins**, **Courtney Hoyt**, **Tommy Bingham**, **Briana Rader**, **Lloyd Kirsch**, **Michael Vazquez**, **Derrick Espadas**, **Nick Maya**, **Jason Sangster**, **Michael Beltran**, **Adam Rodriguez**, **Kevin Anderson**, **Cepand Alizadeh**, **Rosemary Bietendorf**, **Caryl Clement**, **Chris Laria**, **Joe M. Parson**, **Brad Bradley**, and **Nicole Borchaloui** addressed the Council.

Speakers opposed to the rezoning raised concerns regarding potential environmental and public health impacts, including water usage, water quality, and long-term groundwater

sustainability. Additional comments addressed concerns related to infrastructure capacity, traffic impacts, and compatibility with surrounding land uses. Several speakers questioned the adequacy of studies and information provided, expressed concerns about transparency in the review process, and requested additional analysis or conditions. Some speakers asked the Council to deny the rezoning request or delay action pending further review.

Speakers in favor of the rezoning expressed support for the proposed development and stated that the project was consistent with the Town's planning framework and economic development goals. Comments highlighted anticipated economic benefits such as job creation and investment in local infrastructure and stated that the project would contribute to long-term growth and diversification of the Town's employment base.

After the public comment portion**, Council Member Cavanaugh** requested assurance from electric service providers that infrastructure costs associated with serving the proposed data center would not be passed on to Marana ratepayers. Representatives from Trico Electric Cooperative and Tucson Electric Power responded that applicable infrastructure costs would be addressed through project-specific arrangements.

At **Mayor Post's** request, **Town Manager Terry Rozema** addressed the Council regarding item A2. **Mr. Rozema** summarized staff's multi-year efforts to evaluate data center development, including review of impacts in other jurisdictions and the development of a data center ordinance. He also noted potential community benefits associated with the project.

Vice Mayor Ziegler commented on the proactive development of the Town's data center ordinance and its role in guiding the review of data center applications.

Mayor Post commented on public input received and discussed the importance of economic development and job creation for the community. He stated that the proposed project could support long-term employment opportunities and contribute to funding for public services.

Mayor Post moved to adopt Ordinance No. 2026.002 with an additional condition, as presented by Development Services Director Jason Angell, and Resolution No. 2026-005. Council Member Officer seconded the motion. Mayor Post asked the Town Clerk to conduct a roll-call vote. Mayor Post, Vice Mayor Ziegler, Council Member Cavanaugh, Council Member Comerford, Council Member Officer, and Council Member Murphy voted aye. No Council Members voted nay. Motion passed, 6-0.

During the roll-call vote, **Council Member Cavanaugh** stated that he had initially been

inclined to oppose the item but changed his position based on information presented during the meeting, including public testimony and responses from service providers.

[Mayor Post called a recess at 10:24 PM. The meeting resumed at 10:35 PM.]

A3 PUBLIC HEARING: Ordinance No. 2026.003: Relating to Development; approving a rezoning of approximately 310.7 acres of land located at 14990 W Hardin Road, northwest of the intersection of North Luckett Road and West Hardin Road, from R-144 (Residential) to SP (Specific Plan), creating the Luckett Road South Specific Plan; and approving a minor amendment to the General Plan amending the land use category from Employment to Master Planned Area (Jason Angell)

Resolution No. 2026-006: Relating to Development; declaring as a public record filed with the Town Clerk the Luckett Road South Specific Plan adopted by Ordinance No. 2026.003 (Jason Angell)

Mr. Angell presented on this item. A copy of the presentation slides is on file with the Town Clerk's Office. **Mr. Angell** provided background information on the applicant and the location. He stated that the application met all baseline criteria of the Town's data center ordinance and did not request any variances or exceptions. For more details, please see the presentation slides.

Mayor Post declared the public hearing open at 10:40 PM.

One speaker, **Cepand Alizadeh,** addressed the Council. He expressed support for the project and thanked Council and staff.

Mayor Post declared the public hearing closed at 10:41 PM.

Vice Mayor Ziegler moved to adopt Ordinance No. 2026.003 with an additional condition, as presented by Development Services Director Jason Angell and Resolution No. 2026-006. Council Member Officer seconded the motion. The Mayor asked the Town Clerk to conduct a roll-call vote. Mayor Post, Vice Mayor Ziegler, Council Member Cavanaugh, Council Member Comerford, Council Member Officer, and Council Member Murphy voted aye. No Council Members voted nay. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

EXECUTIVE SESSIONS

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

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

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.

Vice Mayor Ziegler moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. The meeting was adjourned at 10:43 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on January 6, 2026. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 20, 2026, at or after 6:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

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

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

APPROVAL OF AGENDA

Vice Mayor Ziegler moved to approve the agenda with C1 removed from the Consent Agenda. Council Member Kai seconded the motion. Motion passed, 7-0.

CALL TO THE PUBLIC

Fourteen speakers addressed the Council during the Call to the Public, including, **Alyssa Perew, Kristin Downing, Caroline Isaacs, Mary Hoover, Michael Rothenberg, Mary Romer, Jennifer Handlin, Sue Ritz, Jennifer Powers, Erin Daddona, Rolande Baker, Dennis Shannon and Julie Prince.** All who spoke expressed their concerns about a potential ICE detention center in the Town of Marana.

In response to comments during the Call to the Public, **Vice Mayor Ziegler** read an email she had sent to **Mary Romer**.

Mayor Post stated that he does not support an ICE facility within the Town of Marana and indicated that the other Council Members share that position. He explained that he must also consider how to protect the Town from a lawsuit should the Council deny such a facility. **Mayor Post** further stated that he would not be placing a related item on a future Council agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

There were no Mayor or Council reports.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

There was no Town Manager's report.

PRESENTATIONS

P1 Relating to Budget; presentation of independent auditor's report and final results for the 2024-2025 fiscal year (Yiannis Kalaitzidis)

Finance Deputy Director Peter Saxton introduced **Mr. Hammerle** from Baker Tilly Advisory Group, who then presented on the results of the independent audit. A copy of the presentation slides is on file with the Office of the Town Clerk. Please see the presentation slides for detailed information regarding the presentation. Council Members asked clarifying questions during the presentation.

Mr. Hammerle found that there were no instances of non-compliance and no identified material weaknesses in the 2024-2025 fiscal year budget.

CONSENT AGENDA

C1 Resolution No. 2026-007: Relating to Water and Wastewater; approving and authorizing the Mayor to sign agreements for construction of water and sewer facilities under private contract with SBH Marana LP, PEI Capital Venture I, L.L.C., and Landmark Title Assurance Agency of Arizona, LLC under Trust No. 2104 for Monarch Block 2 (David Udall)

C2 Relating to Procurement; approving a change order to the contract with N Harris Computer Corp. in the amount of $101,327.90 for the New Permitting/Licensing System project; authorizing the transfer of appropriations, if necessary, for the change order; and authorizing the Town Manager or designee to execute the necessary documents to effectuate the change order (Ricardo Carlos)

Council Member Kai moved to approve the consent agenda. Vice Mayor Ziegler seconded the motion. Motion passed, 7-0. Consent item C1 was not voted on. It will be moved to a later Marana Town Council Meeting.

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2026.004; Relating to Development; amending Marana Ordinance No. 2013.003, which approved the rezoning of approximately 462 acres of land generally located west of Sandario Road between Grier Road and Marana Road from "A" (Small Lot Zone) to "F" (Specific Plan), creating the Marana Towne Center Specific Plan, by revising rezoning conditions related to transportation improvements and revising other rezoning conditions to conform to intervening Town actions, current Town policies, and current Arizona law (Brian D. Varney)

Mayor Post opened the Public Hearing at: 6:58PM

Council Member Officer recused himself from this item.

Mr. Varney, **Senior Planner for the Town of Marana,** presented on this item. A copy of the presentation slides is on file with the Office of the Town Clerk. Please see the presentation slides for detailed information regarding the presentation.

Ms. Julie Prince addressed the Council during the public comment portion of the public hearing. She raised concerns regarding staff's role in presenting the item during the public hearing and regarding the applicant's representation by Del Post, the Mayor's brother. **Town Attorney Jane Fairall** stated that the mayor's brother representing the applicant is not considered a conflict of interest according to Arizona's Conflict of Interest Laws. She also stated that Marana Town Code section 2-4-6 explains that the staff report takes place after the Mayor declares a public hearing and is the normal procedure.

Mayor Post closed the Public Hearing at: 7:06PM

Vice Mayor Ziegler moved to adopt Ordinance No. 2026.004. Council Member Kai seconded the motion. Motion passed, 7-0.

A2 Resolution No. 2026-008: Relating to Community Facilities Districts; Consideration and possible adoption of a resolution approving and authorizing the execution and delivery of a district development, financing participation and intergovernmental agreement (Cascada Community Facilities District) (Yiannis Kalaitzidis)

Yiannis Kalaitzidis, Finance Director, presented information regarding a preliminary application received by the Town of Marana for a proposed Community Facilities District. He stated that the application represents the first step in the statutory process and that no district would be formed or voted on at this meeting. He noted that any such action would occur at a future meeting. He further stated that the proposed agreement is consistent with Town policy and with existing Community Facilities Districts within the Town, and he requested Council feedback regarding the potential formation of the district.

Vice Mayor Ziegler requested that **Mr. Mills**, who represents DR Horton, the developer of Cascada, approach the podium so she could speak with him. **Vice Mayor Ziegler** addressed the developer's representative and commented on prior experiences with the company and expectations for future performance.

Council Member Kai moved to adopt Resolution No. 2026-008. Council Member Cavanaugh seconded the motion. Motion passed, 7-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Resolution No. 2026-009: Relating to Administration; approving and authorizing the Mayor to execute the Town Manager's Employment Agreement between the Town of Marana and Terry S. Rozema (Jane Fairall)

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

Council Member Cavanaugh moved to go into executive session. Council Member Officer seconded the motion. Motion passed, 7-0.

[An executive session on Item E2 below was held beginning at 7:17 PM and concluding at 7:53 PM.]

Council Member Comerford moved to adopt Resolution No. 2026-009 extending an offer of a two-year contract to Terry Rozema, including a 3% salary increase in each year of the contract and a provision for six months of severance pay in the event of termination for convenience, regardless of when the termination occurs. All other terms remained unchanged. and Council Member Kai seconded the motion. The motion passed 6-1 with Vice Mayor Ziegler voting Nay.

EXECUTIVE SESSIONS

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

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

E2 Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss the employment of Town Manager Terry Rozema, including discussion of the terms of the Town Manager's Employment Agreement.

FUTURE AGENDA ITEMS

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

Mayor 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 Officer moved to adjourn the meeting. Council Member Cavanaugh seconded the motion. Motion passed, 7-0. The meeting was adjourned at 7:55 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on January 20, 2026. I further certify that a quorum was present.

_____

Debbie Thompson, Deputy Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 27, 2026, at or after 5:00 PM

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

SUMMARY MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Post called the meeting to order at 5:02 PM and directed the Town Clerk to call the roll. **Council Member Murphy** was absent. All other Council Members were present, constituting a quorum.

APPROVAL OF AGENDA

Mayor Post asked for a motion to approve the agenda.

Vice Mayor Ziegler moved to approve the agenda as presented. Council Member Officer seconded the motion. Motion passed, 6-0.

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

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

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)(3) for discussion or consultation for legal advice with the Town's attorneys regarding referendum petitions filed with the Town Clerk's Office under referendum serial number REF2026-04, relating to the Lease and Development Agreement with Marana Urban LLC approved by the Marana Town Council via Resolution No. 2025-121.

[An executive session on Item E1 was held beginning at 5:03 PM and concluding at 5:42 PM.]

Once back in open session, **Council Member Comerford** made a motion to direct staff to proceed as discussed in the Executive Session. **Council Member Cavanaugh** seconded the motion. Motion passed, 6-0.

ADJOURNMENT

Mayor Post asked for a motion to adjourn.

Council Member Kai moved to adjourn the meeting. Council Member Cavanaugh seconded the motion. Motion passed, 6-0. The meeting was adjourned at 5:43 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Special Town Council meeting held on January 27, 2026. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 02/03/2026

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: February 3, 2026

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 an owner transfer series #07 Beer and Wine Bar liquor license submitted by Wei Li Ho on behalf of Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, Tucson, Arizona, 85741 (Jill McCleary)

Discussion:

This application is for an owner transfer series #07 Beer and Wine Bar liquor license at Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, Tucson, Arizona, 85741.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for an owner transfer series #07 Beer and Wine Bar liquor license application submitted by Wei Li Ho on behalf of Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, Tucson, Arizona, 85741.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for an owner transfer series #07 Beer and Wine Bar liquor license application submitted by Wei Li Ho on behalf of Linh-Nam Chinese Restaurant, located at 3936 West Ina Road Suite 362, Tucson, Arizona, 85741.

Attachments

Redacted Application

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

LL2025-14

received
12/16/2025
Email
9:08 AM
NH

State of Arizona
Department of Liquor Licenses and Control

Created 12/04/2025 @ 01:54:08 PM

Local Governing Body Report

LICENSE

Number:	07100257	Type:	007 BEER AND WINE BAR
Name:	LINH-NAM CHINESE RESTAURANT		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2026
Original Issue Date:	02/28/1986		
Location:	3936 W INA ROAD #362 TUCSON, AZ 85741 USA		
Mailing Address:	3936 W INA ROAD #362 TUCSON, AZ 85741 USA		
Phone:	(520)744-4480		
Alt. Phone:	[redacted]		
Email:	FKTROUNG@LINHNAMLLC.COM		

Currently, this license has pending applications.

AGENT

Name:	WEILI HO
Gender:	Female
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	[redacted]

OWNER

60th 2-2-2026

Name:	JWH88 LLC
Contact Name:	WEILI HO
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	23905652 State of Incorporation: AZ
Incorporation Date:	11/06/2025
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	[redacted]

APPLICATION INFORMATION

Application Number:	369910
Application Type:	Owner Transfer
Created Date:	11/20/2025

RV

QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) Are you applying for an Interim Permit (INP)?
   Yes
   What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
   11/20/2025

8) Did the Premises phone number change?
   No

11) Will there be an agent on this license?
   Yes
   A Document of type QUESTIONNAIRE is required.

12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
   1,258 feet
   Sentinel Peak High School
   4125 N. Aerie Dr., Tucson, AZ 85741

13) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Tenant

14) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Landlord lockout

15) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
None, capital contribution

16) Is there a drive through window on the premises?
No

17) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
No

18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

19) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
$13,000.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
BILL OF SALE	Bill of Sale.pdf	11/20/2025
MISCELLANEOUS	DBL K app & auth letter.pdf	11/20/2025
DIAGRAM/FLOOR PLAN	Floor Plan.pdf	11/20/2025
MISCELLANEOUS	Sect 5-P to P.pdf	11/20/2025
INTERIM PERMIT NOTARY PAGE	Sect 7-INP.pdf	11/20/2025
ALIEN STATUS	Wei Li Q ASF US Passport.pdf	11/20/2025
QUESTIONNAIRE	Wei Li Q ASF US Passport.pdf	11/20/2025
MISCELLANEOUS	WeiLi Basic & Mgt Certs.pdf	11/20/2025

State of Arizona
Department of Liquor Licenses and Control

Created 12/04/2025 @ 01:53:40 PM

Local Governing Body Report

LICENSE

Number:	INP100036061	Type:	INP INTERIM PERMIT
Name:	LINH-NAM CHINESE RESTAURANT		
State:	Active		
Issue Date:	12/04/2025	Expiration Date:	03/10/2026
Original Issue Date:	12/04/2025		
Location:	3936 W INA ROAD #362 TUCSON, AZ 85741 USA		
Mailing Address:	3936 W INA ROAD #362 TUCSON, AZ 85741 USA		
Phone:	(520)744-4480		
Alt. Phone:	[redacted]		
Email:	FKTROUNG@LINHNAMLLC.COM		

AGENT

Name:	WEILI HO
Gender:	Female
Correspondence Address:	[redacted]
Phone:	
Alt. Phone:	
Email:	[redacted]

OWNER

60th 2-2-2026

Name:	JWH88 LLC		
Contact Name:	WEILI HO		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23905652	State of Incorporation:	AZ
Incorporation Date:	11/06/2025		
Correspondence Address:	[redacted]		
Phone:			
Alt. Phone:			
Email:	[redacted]		

APPLICATION INFORMATION

Application Number: 369911
Application Type: New Application
Created Date: 11/20/2025

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location

2) Is the license currently in use?

3) Submit the interim permit section of the license series application you are applying for when you reach the upload page.

'25 11 24 Liqr. Dept PM 2:48

BILL OF SALE

FOR VALUABLE CONSIDERATION of Ten Dollars ($10.00) along with other valuable consideration, Linh Nam, LLC, an Arizona Limited Liability Company, as Seller, hereby grants, bargains, sells and transfers to JWH88, LLC, an Arizona Limited Liability Company, as Buyer, to have and to hold forever, Arizona State Series 7 Liquor License # 07100257.

FURTHERMORE, Seller warrants it is the lawful owner of the License, that it has the right, to sell/transfer the License and that the License is free and clear of all claims and liens whatsoever. Seller further agrees to warrant and defends the same against the lawful claims and demands of all persons whomsoever.

DATED this 14TH day of November 2025.

BUYER: JWH88, LLC

By: Wei Lo Ho
Its: Member

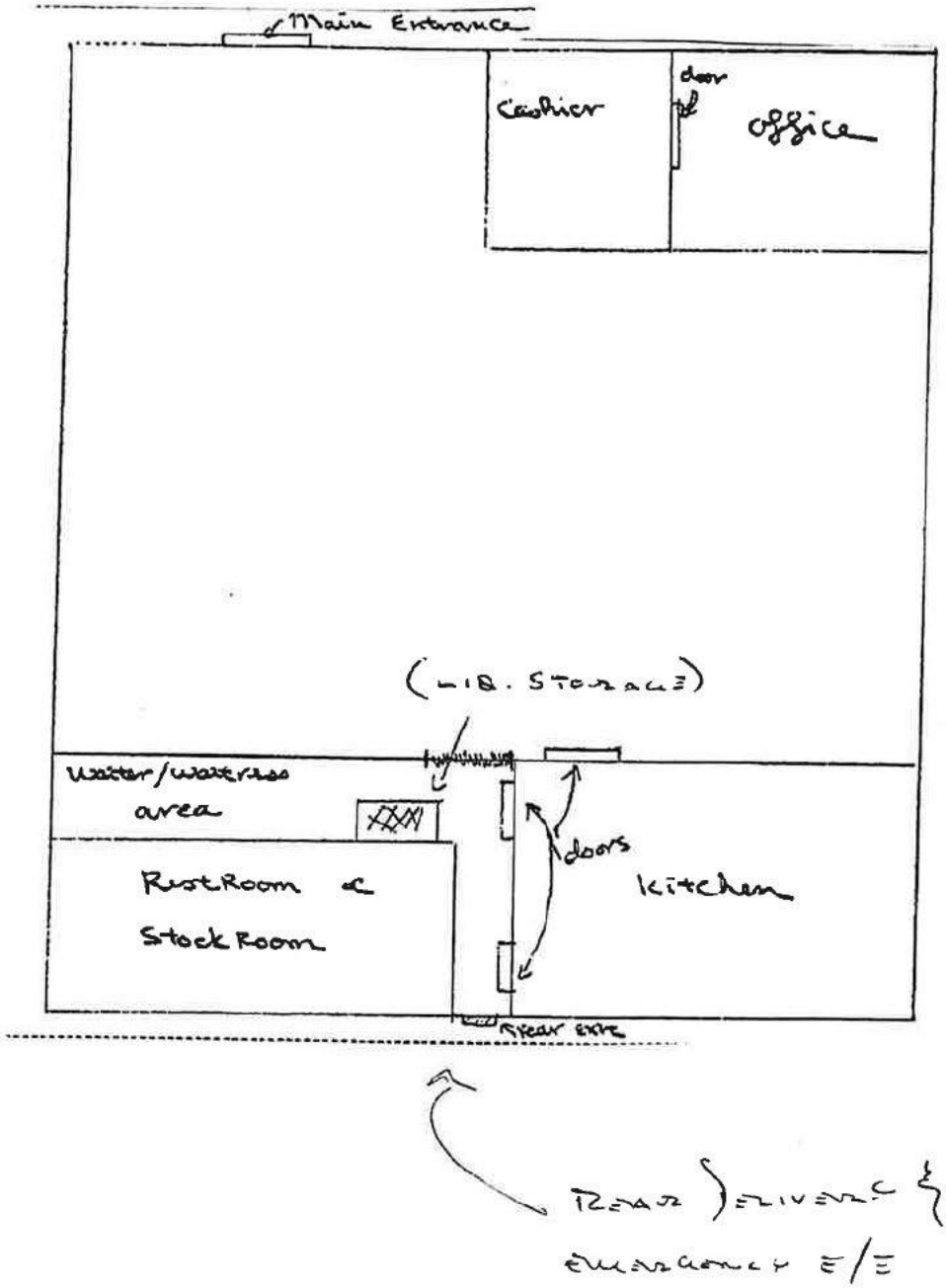
SELLER: Linh Nam, LLC

By: Nam Ky Truong
Its: Member

By: Linh My Lam
Its: Member

'25 11 24 Liqr. Dept PM 2:48

E/E



1,750 total sq ft per client (AP)

'25 11 24 Liqr. Dept PM 2:48

SECTION 7 - Interim Permit

1. Current license number at the location: 07100257 2. Is the license currently in use? ☑ Yes ☐ No

2. If **NOT** currently in use, how long has it been since the license was last used at this location? N/A

Current Licensee Name: LIUH MY LAM (CONTROLLING PERSON) **Signature:** _____

State of Arizona

County of Pima

Signed before me on this 14th day of November 2025

Denise Rene Gadd

DENISE RENE GADD
Notary Public - Arizona
Pima County
Commission # 666355
My Comm. Expires May 16, 2028

SECTION 8 - Location

1. **I am the:**
   - ☐ **Owner**
   - ☐ **Tenant:** a person who holds the lease of a property; a lessee.
   - ☐ **Subtenant:** a person who rents property from a tenant of the property.
   - ☐ **Purchaser:** attach purchasing agreement.
   - ☐ **Management Company:** attach management agreement.

2. If you are a tenant, subtenant, purchaser, or management company, enter information below:

   Name: _____
   (Lessor, Broker, Management co)

   Address: _____
   Street **City** **State** **Zip**

3. What is the penalty for tenant/sub-tenant if the lease is not fulfilled? $ _____

4. Does any liquor manufacturer, wholesaler, or employee have an interest in your business? ☐ Yes ☐ No
   If yes, attach explanation.

5. Proximity to School
   No **retailer's license** shall be issued for any premises that at the time the license application is received by the director, is within 300 horizontal feet of a public or private school building, or within 300 horizontal feet of a fenced recreational area adjacent to such school building. **A.R.S.§4-207**

   Distance to nearest School: _____ Name of School: _____
   (If less than one (1) mile, note footage)

   Address: _____

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

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	369910
Date Accepted:	
LC:	
License #	

RECEIVED 2025 NOV 24 AM 8:34 DEPT OF LIQUOR

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.

FP pending
805-772

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: HO (Last) WEI LI (First) N/A (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: 6 / 30 / 1999
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 07100257
2. Business Name (doing business as): Linh Nam Chinese Restaurant
3. Business Address: 3936 W Ina Rd Ste 362, Tucson AZ, 85741

5/5/2025

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Wei Li Ho

SECTION 4 – BACKGROUND

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

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑
3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☑

SIGNATURE

I, (Print Full Name) Wei Li Ho 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: [signature] Date: 11-14-25

'25 11 24 Liqr. Dept PM 2:47

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) WEI LI Ho

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City [redacted] State [redacted] **COUNTRY** China

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

2) Name of document: US Passport

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

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

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

_____
Name of document provided

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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 <u>at least one year</u> 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 <u>less than one year</u> 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. §

Print Name	Signature	Date
WEI LI HO		11-19-25


We The People
'25 11 24 Dep. Dept FM 247
Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America
wei li
3
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT
PASAPORTE
USA
UNITED STATES OF AMERICA
Type / Type / Tipo
P
Code / Code / Código
USA
[redacted]
Surname / Nom / Apellidos
HO
Given Names / Prénoms / Nombres
WEI LI
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
Date of birth / Date de naissance / Fecha de nacimiento
[redacted]
Sex / Sexe / Sexo
F
Place of birth / Lieu de naissance / Lugar de nacimiento
CHINA
Authority / Autorité / Autoridad
United States
Department of State
Date of issue / Date de délivrance / Fecha de expedición
28 Feb 2008
Date of expiration / Date d'expiration / Fecha de caducidad
27 Feb 2018
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 27
USA
P<USAHO<<WEI<LI<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
[redacted]

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Certificate #_25Y1thQHil

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

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

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

Wei Li Ho
Full Name (please print)

Wei Li Ho
Signature

November 17, 2025
Training Completion Date

November 17, 2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com
Company Name

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

(520) 235-5684
Daytime Contact Phone Number

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

Instructor Signature

17 / 11 / 2025
Day Mo Year

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

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

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

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

July 11, 2013

Certificate # EF7pQn9rH3

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

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

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

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

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

Student Information

Wei Li Ho
Full Name (please print)

Signature

November 17, 2025
Training Completion Date

November 17, 2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com
Company Name

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

(520) 235-5684
Daytime Contact Phone Number

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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

17 / 11 / 2025
Day / Mo / Year

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

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

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

July 11, 2013

'25 NOV 25 Liq. Lic. AM 8:49

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 #:	369910
Date Accepted:	
CSR:	

FP pending
805-772

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below. **DO NOT ACCEPT FOLDED FD-258.**

1. Please ensure the Applicant or Fingerprint Technician has filled out **ALL** 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. The Fingerprint technician will now 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. **DO NOT FOLD.** Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
Ensure the applicant receives the fingerprint card and this form only after it has been properly sealed inside the envelope.

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

PRINT the following information:

Date 11/14/2025	**Name of Applicant:** HO, Wei Li
Name of Fingerprint Technician: William L. Cook	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: Eagle Fingerprinting	**Phone Number:** 520-343-5650
Type of Photo ID Provided (check one): U.S.# [redacted]	
☐ **Driver's License** ☑ **Passport** ☐ **Other (Please specify)**	

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 12 / 19 / 25 Date of Posting Removal: 1 / 8 / 26

Applicant's Name: Ho (Last) Wei Li (First / Middle)

Business Address: 3936 W Ina Rd Ste 362 (Street) Tucson (City) 85741 (Zip)

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

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

Signature: Eddie E Burns Jr. Date Signed: 12/19/25

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 #: 369910 (Arizona license/application #)

County of: Pima County City/Town/County #: LL2025-14

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

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

A boundary map of entertainment district must be attached.

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 3 (Day) of February (Month), 2026 (Year) considered the application of Wei Li Ho (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 Wei Li Ho (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: 02/03/2026

To: Mayor and Council

From: David L. Udall, Deputy Town Attorney

Date: February 3, 2026

Strategic Plan Focus Area:
Thriving Commerce

Subject: Resolution No. 2026-011: Relating to the Marana Regional Airport; approving the removal of 10.912 acres of land generally located to the northeast of Air Commerce Way from the Town's Airport Layout Plan and approving the inclusion of 14.279 acres of land generally located to the north of Air Commerce Way in the Town's Airport Layout Plan (David Udall)

Discussion:

On February 7, 2017, the Marana Town Council approved the Town's Airport Master Plan, which updated and replaced the Town's September 2007 Airport Master Plan. An airport master plan describes and depicts the overall concept for the long-term development of an airport. It presents the concepts graphically in the Airport Layout Plan (the "ALP") drawing set, and also within a detailed and well-thought-out narrative report. The goal of the plan is to provide direction for future Airport development that will satisfy aviation demand in a financially feasible manner and meet the needs of the Town of Marana with respect to the Airport.

The ALP has been amended twice since the 2017 Airport Master Plan was adopted - once in 2018, and once in 2023. In 2021, Town staff approached the Federal Aviation Administration (the "FAA") seeking approval for the removal of approximately 11 acres of land located outside the Airport fence and adjacent to the northeast side of Air Commerce Way (the "11 Acres") from the ALP. Of note, the 2023 ALP amendment reflected the removal of the 11 Acres from the ALP while FAA approval of this request was pending (specifically annotating the land area involved: "Land Release (10.93 ac) Pending").

In 2025, the FAA informed the Town that it: (1) confirmed that removal of the 11 Acres would not involve land that was federally conveyed previously to the Town; (2) determined that the 11 Acres was acquired locally, without federal funds; (3) determined that removal of the 11 Acres would not materially impact the safe and efficient operation of aircraft at, to, or from the Airport, adversely affect the safety of people or property on the ground as a result of aircraft operations, or adversely affect the value of prior federal investment to a significant extent; and (4) concluded it therefore did not have ALP approval authority for the 11 Acres. The FAA reminded the Town of its obligation to maintain a current ALP and to otherwise act in accordance with its grant assurance obligations.

Pursuant to the FAA's grant assurances and revenue use policy, the Airport must be as self-sustaining as possible, and revenues generated by the Airport must generally be used for Airport purposes. As a result, the Airport must be compensated in accordance with the fair market value of the 11 Acres for the removal of the 11 Acres from the ALP. To meet this requirement, Town staff has identified approximately 14 acres of non-Airport, Town-owned land adjacent to the Airport property line located north of where Air Commerce Way currently ends (the "14 Acres") that is of at least equivalent value to the 11 Acres. The intent is to transfer the 14 Acres into the ALP in exchange for removal of the 11 Acres from the ALP. Due to the location of the 14 Acres, such an exchange will also further the aims of the ALP, which contemplates future expansion of Runway 21 northeastward.

A market analysis memorandum prepared by Town staff is included in the agenda materials for review, along with a depiction of the land areas involved in the exchange. If approved, the resolution accompanying this agenda item will authorize the removal of the 11 Acres from the ALP and the inclusion of the 14 Acres in the ALP. The ALP itself will thereafter be amended to be in conformance with the resolution.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-011.

Suggested Motion:

I move to adopt Resolution No. 2026-011, approving the removal of 10.912 acres of land generally located to the northeast of Air Commerce Way from the Town's Airport Layout Plan and approving the inclusion of 14.279 acres of land generally located to the north of Air Commerce Way in the Town's Airport Layout Plan.

Attachments

Resolution No. 2026-011

Exhibit A to Resolution

Exhibit B to Resolution

Location Map

Valuation Reconciliation Analysis Memorandum

MARANA RESOLUTION NO. 2026-011

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING THE REMOVAL OF 10.912 ACRES OF LAND GENERALLY LOCATED TO THE NORTHEAST OF AIR COMMERCE WAY FROM THE TOWN'S AIRPORT LAYOUT PLAN AND APPROVING THE INCLUSION OF 14.279 ACRES OF LAND GENERALLY LOCATED TO THE NORTH OF AIR COMMERCE WAY IN THE TOWN'S AIRPORT LAYOUT PLAN

WHEREAS A.R.S. § 28-8411 authorizes the Town Council of the Town of Marana to undertake all activities necessary to acquire, establish, construct, own, control, lease, equip, improve, maintain, operate, and regulate an airport; and

WHEREAS on February 7, 2017, the Marana Town Council approved the Town's Airport Master Plan, which updated and replaced the Town's September 2007 Airport Master Plan and which included an updated Airport Layout Plan (the "ALP") drawing set, to help provide direction for future Airport development that will satisfy aviation demand in a financially feasible manner and meet the needs of the Town of Marana with respect to the Airport; and

WHEREAS the Town's ALP has been amended twice since the 2017 Airport Master Plan was adopted – once in 2018, and once in 2023; and

WHEREAS in 2021, Town staff approached the Federal Aviation Administration (the "FAA") seeking approval for the removal of approximately 11 acres of land located outside the Airport fence and adjacent to the northeast side of Air Commerce Way (the "11 Acres") from the ALP; and

WHEREAS in 2025, the FAA informed the Town that it: (1) confirmed that removal of the 11 Acres would not involve land that was federally conveyed previously to the Town; (2) determined that the 11 Acres was acquired locally, without federal funds; (3) determined that removal of the 11 Acres would not materially impact the safe and efficient operation of aircraft at, to, or from the Airport, adversely affect the safety of people or property on the ground as a result of aircraft operations, or adversely affect the value of prior federal investment to a significant extent; and (4) concluded it therefore did not have ALP approval authority for the 11 Acres; and

WHERAS pursuant to the FAA's grant assurances and revenue use policy, the Airport must be as self-sustaining as possible, and revenues generated by the Airport must generally be used for Airport purposes; and

WHEREAS to meet the FAA's grant assurances and revenue use policy, Town staff has identified approximately 14 acres of non-Airport, Town-owned land adjacent to the Airport property line located north of where Air Commerce Way currently ends (the "14 Acres") that is of at least equivalent value to the 11 Acres; and

WHEREAS the Town intends to transfer the 14 Acres into the ALP in exchange for removal of the 11 Acres from the ALP to meet the FAA's grant assurance requirements; and

WHEREAS in addition to meeting the FAA's grant assurance requirements, such an exchange will further the aims of the ALP, which contemplate future expansion of Runway 21 northeastward; and

WHEREAS the Mayor and Town Council find that 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 removal of the 11 Acres, as more particularly described and depicted in the legal description and depiction attached to and incorporated by this reference in this resolution as Exhibit A, from the Town's Airport Layout Plan, and the inclusion of the 14 Acres, as more particularly described and depicted in the legal description and depiction attached to and incorporated by this reference in this resolution as Exhibit B, in the Town's Airport Layout Plan, are hereby approved.

SECTION 2. The Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of this resolution, including, but not limited to, amending the Town's Airport Layout Plan to be in conformance with the provisions of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 3rd day of February, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

p 602.957.1155 | 7878 North 16th Street, Suite 300
f 602.957.2838 | Phoenix, AZ 85020
dibblecorp.com

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
TOWN OF MARANA
ALP REMOVAL AREA

A PARCEL OF LAND SITUATED IN A PART OF THE SOUTHWEST QUARTER OF SECTION 3, AND THE NORTH HALF OF SECTION 10, TOWNSHIP 12 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 10 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 10 BEARS NORTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, A DISTANCE OF 2640.95 FEET;

THENCE SOUTH 25 DEGREES 18 MINUTES 51 SECONDS EAST, A DISTANCE OF 1154.83 FEET TO THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED AS PARCEL 2B IN AN UNRECORDED 2013 STANTEC CITY OF MARANA, MARANA REGIONAL AIRPORT ALTA SURVEY AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE UPON AND WITH THE SOUTHEASTERLY LINE OF SAID PARCEL 2B, SOUTH 45 DEGREES 07 MINUTES 04 SECONDS WEST, A DISTANCE OF 234.99 FEET TO A POINT ON THE OBSERVED NORTHEAST BACK OF CURB OF AIR COMMERCE WAY;

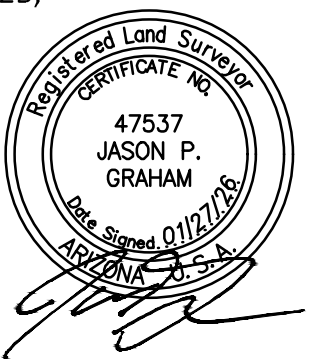
THENCE UPON AND WITH SAID OBSERVED BACK OF CURB, NORTH 44 DEGREES 53 MINUTES 19 SECONDS WEST, A DISTANCE OF 1695.58 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL 2B, ALSO BEING A POINT ON THE SOUTH LINE OF PARCEL 1A IN AFORESAID ALTA SURVEY;

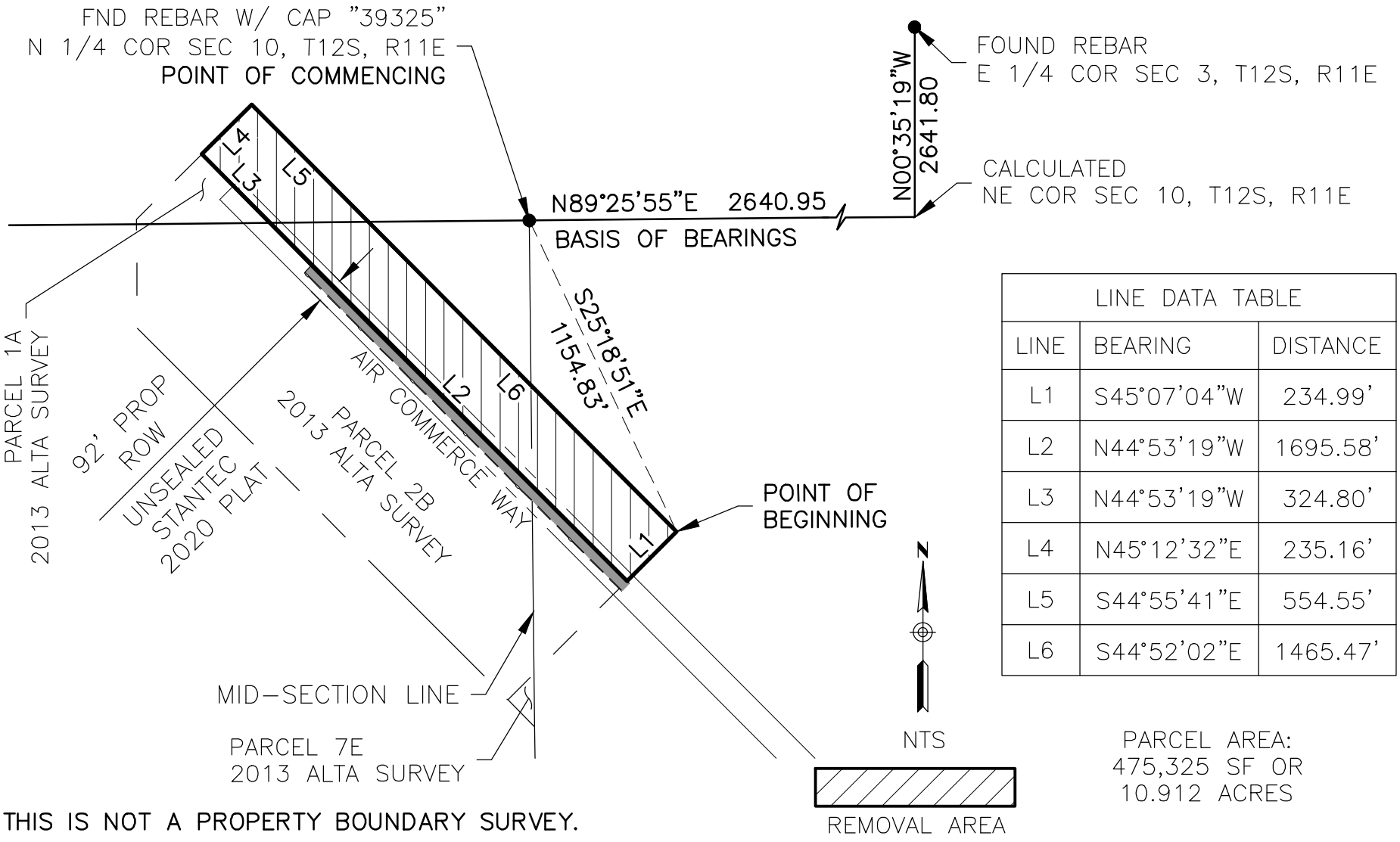
THENCE CONTINUING NORTH 44 DEGREES 53 MINUTES 19 SECONDS WEST, A DISTANCE OF 324.80 FEET TO A POINT ON THE NORTHWEST LINE OF SAID PARCEL 1A;

THENCE UPON AND WITH THE SAID NORTHWEST LINE OF PARCEL 1A, NORTH 45 DEGREES 12 MINUTES 32 SECONDS EAST, A DISTANCE OF 235.16 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL 1A;

THENCE UPON AND WITH THE NORTHEASTERLY LINE OF SAID PARCEL 1A, SOUTH 44 DEGREES 55 MINUTES 41 SECONDS EAST, A DISTANCE OF 554.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1A, ALSO BEING THE NORTHEAST CORNER OF AFORESAID PARCEL 2B;

THENCE UPON AND WITH THE NORTHEASTERLY LINE OF SAID PARCEL 2B, SOUTH 44 DEGREES 52 MINUTES 02 SECONDS EAST, A DISTANCE OF 1465.47 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 475, 325 SQUARE FEET OR 10.912 ACRES OF LAND, MORE OR LESS.





LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S45°07'04"W	234.99'
L2	N44°53'19"W	1695.58'
L3	N44°53'19"W	324.80'
L4	N45°12'32"E	235.16'
L5	S44°55'41"E	554.55'
L6	S44°52'02"E	1465.47'

PARCEL AREA:
475,325 SF OR
10.912 ACRES

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1021119

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 01/27/26
ARIZONA U.S.A.

EXHIBIT "A"

TOWN OF MARANA
ALP REMOVAL AREA
A PART OF THE SOUTHWEST 1/4 SECTION 3 &
THE NORTH 1/2 SECTION 10, T12S, R11E,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: JAN 2026
DRN: CSD CHK: BAR/ACC

PAGE 2

FILE:V:\PROJECTS\2021\1021119 Marana Legal Description\CAD\EXHIBITS\21119-MARANA APL AREA.dwg DATE:Jan, 27 2026 TIME: 11:22 am

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
f 602.957.2838 | Phoenix, AZ 85016
dibblecorp.com

EXHIBIT "B"
LEGAL DESCRIPTION
FOR
TOWN OF MARANA
ALP INCLUSION AREA

A PARCEL OF LAND BEING A PART OF THOSE PARCELS AS DESCRIBED IN DOCUMENT 2008-0260186 AND DOCUMENT 1999-1680582, RECORDS OF PIMA COUNTY, ARIZONA, SITUATED IN A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 11 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEARS NORTH 89 DEGREES 25 MINUTES 48 SECONDS EAST, A DISTANCE OF 2640.95 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, SOUTH 89 DEGREES 25 MINUTES 34 SECONDS WEST, A DISTANCE OF 961.18 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, ALSO BEING THE SOUTH LINE OF THAT PARCEL AS DESCRIBED IN EXHIBIT A-2, DOCUMENT 1999-1680582, RECORDS OF PIMA COUNTY ARIZONA, SOUTH 89 DEGREES 25 MINUTES 34 SECONDS WEST, A DISTANCE OF 357.17 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL, ALSO BEING A POINT ON THE EAST LINE OF THAT PARCEL AS DESCRIBED IN EXHIBIT A-1, DOCUMENT 1999-1680582, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID EAST LINE, NORTH 00 DEGREES 30 MINUTES 22 SECONDS WEST, A DISTANCE OF 1320.57 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT PARCEL AS DESCRIBED IN DOCUMENT 2008-0260186, RECORDS OF PIMA COUNTY, ARIZONA;

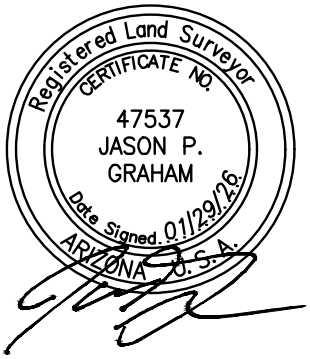
THENCE UPON AND WITH SAID NORTHEASTERLY LINE, SOUTH 51 DEGREES 00 MINUTES 57 SECONDS EAST, A DISTANCE OF 608.11 FEET;

THENCE SOUTH 50 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 479.91 FEET TO A POINT ON THE NORTHWESTERLY LINE OF BLOCK A, AS DESCRIBED IN THE FINAL PLAT OF MARANA AIR COMMERCE PARK, DOCUMENT 2021-1201432, RECORDS OF PIMA COUNTY, ARIZONA;

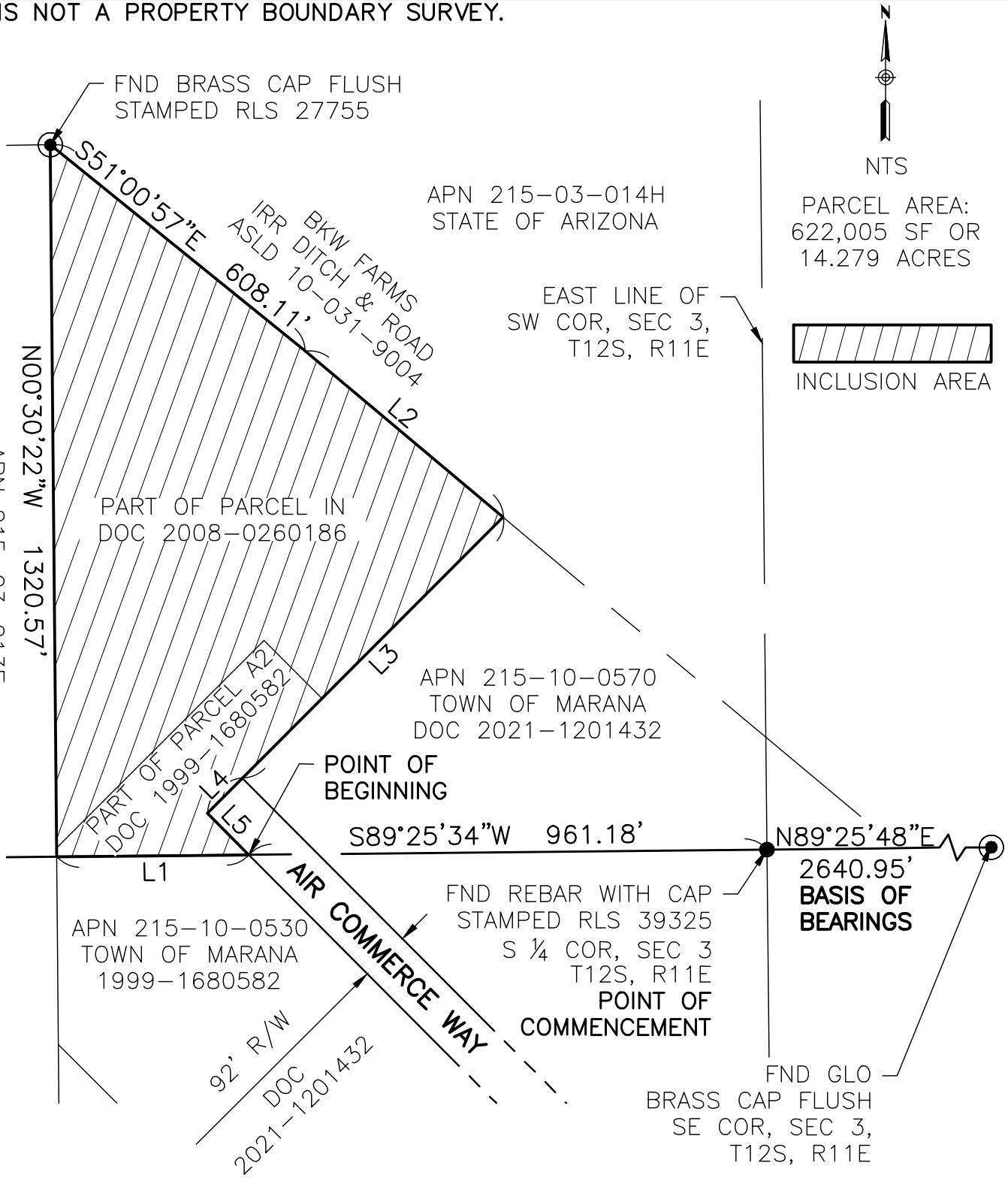
THENCE UPON AND WITH SAID NORTHWESTERLY LINE, SOUTH 45 DEGREES 00 MINUTES 19 SECONDS WEST, A DISTANCE OF 684.12 FEET TO A POINT ON THE RIGHT OF WAY LINE FOR AIR COMMERCE WAY AS DESCRIBED IN THE AFORESAID FINAL PLAT OF MARANA AIR COMMERCE PARK;

THENCE UPON AND WITH SAID RIGHT OF WAY LINE, CONTINUING SOUTH 45 DEGREES 00 MINUTES 19 SECONDS WEST, A DISTANCE OF 92.00 FEET;

THENCE SOUTH 44 DEGREES 54 MINUTES 08 SECONDS EAST, A DISTANCE OF 109.26 FEET TO THE POINT OF BEGINNING AND CONTAINING A COMPUTED AREA OF 622,005 SQUARE FEET OR 14.279 ACRES OF LAND, MORE OR LESS.



THIS IS NOT A PROPERTY BOUNDARY SURVEY.



DIBBLE

DIBBLE PROJECT NO.
1021113.12

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed: 01/29/26
ARIZONA U.S.A.

EXHIBIT "B"

TOWN OF MARANA
ALP INCLUSION AREA

A PART OF THE SW QUARTER OF SECTION 3,
T12S, R11E, GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

DATE: JAN 2026

DRN: AML CHK: JPG

PAGE 3

FILE:V:\PROJECTS\2021\1021113.12 AVQ Land Transfer and Fence\CAD\EXHIBITS\21113.12-MARANA ALP AREA.dwg DATE:Jan, 29 2026 TIME: 09:24 am

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S89°25'34"W	357.17'
L2	S50°02'19"E	479.91'
L3	S45°00'19"W	684.12'
L4	S45°00'19"W	92.00'
L5	S44°54'08"E	109.26'

DIBBLE

DIBBLE PROJECT NO. 1021113.12

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P. GRAHAM
Date Signed 01/29/26
ARIZONA U.S.A.

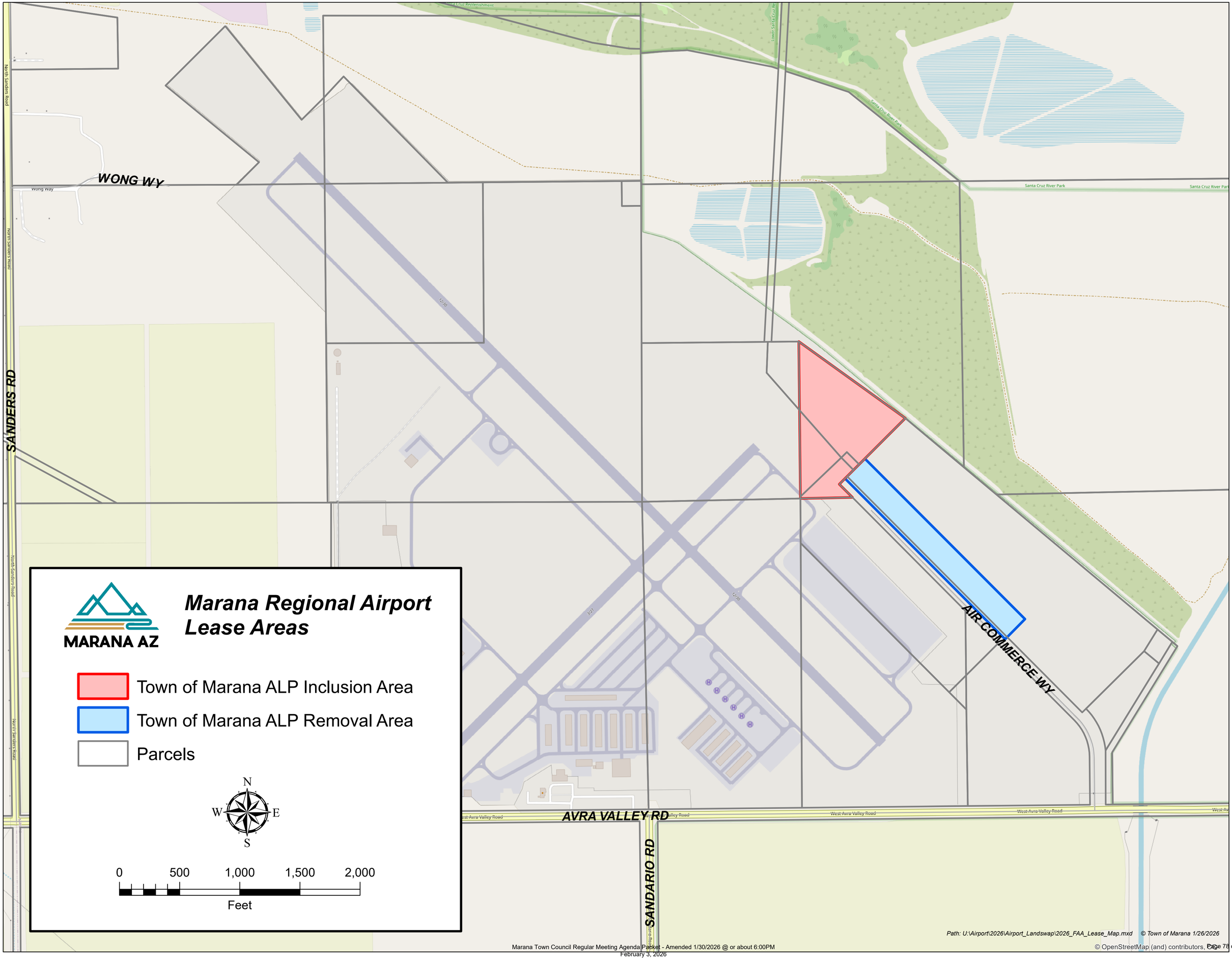
EXHIBIT "B"
TOWN OF MARANA
ALP INCLUSION AREA
A PART OF THE SW QUARTER OF SECTION 3, T12S, R11E, GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DATE: JAN 2026

DRN: AML CHK: JPG

PAGE 4

FILE:V:\PROJECTS\2021\1021113.12 AVQ Land Transfer and Fence\CAD\EXHIBITS\21113.12-MARANA ALP AREA.dwg DATE:Jan, 29 2026 TIME: 09:24 am


WONG WY
Wong Way
SANDERS RD
North Sanders Road
AVRA VALLEY RD
West Avra Valley Road
SANDARIO RD
AIR COMMERCE WY
Santa Cruz River Park
Santa Cruz Replenishment
Lower Santa Cruz Re
MARANA AZ
Marana Regional Airport
Lease Areas
Town of Marana ALP Inclusion Area
Town of Marana ALP Removal Area
Parcels
N
W
E
S
0
500
1,000
1,500
2,000
Feet
Path: U:\Airport\2026\Airport_Landswap\2026_FAA_Lease_Map.mxd
© Town of Marana 1/26/2026
© OpenStreetMap (and) contributors,

Memorandum

From: George Cardieri, SR/WA, Real Property Manager

Project: Marana Regional Airport

Subject: Land Transfer and Release, Valuation Reconciliation Analysis

Date: November 24, 2025

Summary

The Town of Marana, in coordination with the Federal Aviation Administration (FAA), is undertaking an update to the Airport Layout Plan (ALP) to enhance operational safety and security at the Marana Regional Airport. As part of this update, approximately 14.28 acres of vacant land will be incorporated into the ALP, and approximately 10.91 acres of vacant land will be released from the ALP, resulting in a net increase of 3.37 acres within the plan boundary.

To support the proposed modifications, the Town of Marana completed a Market Analysis for both the vacant land being incorporated into the ALP and the land being released. The results of this analysis will assist in ensuring that the land transactions and ALP adjustments are conducted in accordance with FAA guidance and reflect fair market considerations.

Property Comparison Table

Property	**Area to be Transferred**	**Area to be Released**
APN(s)	215-03-013G, -013J, -014K, -014L	A portion of 215-10-0570
Location	Northwest of Air Commerce Way	Northeast of Air Commerce Way
Property Area	14.28 Acres (622,005 Sq. Ft.)	10.91 Acres (475,327 Sq. Ft.)
Larger Parcel Area	14.28 Acres (622,005 Sq. Ft.)	51.30 Acres (2,234,628 Sq. Ft.)
Access	Air Commerce Way	Air Commerce Way
Zoning	Marana AG	Marana HI
Use Restrictions	Portion of property within Airport Runway Protection Zone	N/A

Property Characteristics and Comparison:

The area proposed for transfer into the Airport Layout Plan (ALP) and the area proposed for release from the ALP are similar in location, size, and development potential. Both areas share access from Air Commerce Way and have comparable access to utilities, and neither are subject to major floodplain constraints.

The area to be released is part of a larger parcel that currently lies outside of the ALP boundary. The area to be transferred is presently zoned **AG (Agricultural)**, which carries a lower valuation than the **HI (Heavy Industrial)** zoning designation that applies to the area being released. However, the transferred area could potentially be rezoned to **HI** in the future, consistent with adjacent land uses. A portion of the area to be transferred is also located within the **Airport Runway Protection Zone (RPZ)**, which imposes limitations on allowable development and restricts certain land uses.

Valuation Table

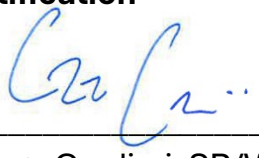
Property	**Area to be Transferred**	**Area to be Released**
Property Area	14.28 Acres (622,005 Sq. Ft.)	10.91 Acres (475,327 Sq. Ft.)
Estimated SF Value	$0.79	$1.01
Estimated Value	$490,000.00	$481,000.00

Conclusion

Based on the Market Analysis conducted for both the land being transferred into and released from the Airport Layout Plan (ALP), the estimated net real estate value benefit to the Marana Regional Airport is **$9,000.00**. This figure reflects the difference between the estimated market value of the 14.28 acres being added to the ALP and the 10.91 acres being released, representing a net gain of 3.37 acres under airport control.

This net value benefit supports the Town's objective of maintaining and enhancing airport assets while ensuring compliance with FAA requirements and alignment with the long-term development goals of the Marana Regional Airport.

Certification



November 24, 2025

George Cardieri, SR/WA,
Real Property Manager

Date

Council-Regular Meeting **A2**

Meeting Date: 02/03/2026

To: Mayor and Council

Submitted For: Heidi Lasham, Water Director

From: David L. Udall, Deputy Town Attorney

Date: February 3, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: *Resolution No. 2026-012: Relating to Budget; approving the transfer of up to $7,000,000 in budgeted expenditure authority from the New Renewable Water Resource Acquisition project (WT066) to the Recharge Basins Phase II project (WT074), to be equally allocated between the Water Resources Fund (5016) and the Wastewater Infrastructure fund (5038) (Heidi Lasham)*

Discussion:

Marana Town Code Section 3-4-7 provides that Town Council approval is required where the purchase exceeds $100,000 and funds for the purchase are not provided in the budget as adopted.

The budget for fiscal year 2025-2026 was adopted on June 17, 2025 and included the Town's 5-year CIP program.

The Recharge Basins Phase II project (WT074) was included in the Town's CIP Program. The project was included in the latest impact fee study in the amount of $4,004,766. This original estimate was developed using the costs of the phase one construction cost of the recharge basins and adjusted for inflation. However, the costs of construction have significantly outpaced inflation and original estimates and the total project costs are currently estimated at $12,114,409.

On July 31, 2023, the Town of Marana submitted a grant proposal to the federal

government requesting approximately $3,000,000 in WIFA Grant funding for the Recharge Basins Phase II project (WT074). The Town was successful in being awarded this grant. In order to receive any allocation of grant funding, this project needs to be completed by July 31, 2026.

The Town plans to fund the remainder of the project through impact fee funding, which will be financed through the issuance of debt, in line with the plan set forth in the impact fee study. The debt will be issued in the next few months after approval by Council.

Current available budget capacity in the various funds budgeted for this project stands at $4,996,247. Construction costs are estimated at $10,040,637. As such an additional $5,044,390 in additional budget capacity is needed to fund the construction of the project.

As this amount is an estimate, staff is requesting a transfer of up to $7,000,000 from the Water Resource Acquisition fund in order to complete the Recharge Basins Phase II project. The additional amount of budget capacity will only be transferred if the project estimates are revised further.

The amounts transferred to the Recharge Basins project will be evenly split between the Water Resources Fund (5016) and the Wastewater Infrastructure Fund (5038).

Financial Impact:

Fiscal Year:	2026
Budgeted Y/N:	Yes
Amount:	$

Budget authority of up to $7,000,000 will be transferred from the New Renewable Water Resource Acquisition project (WT066) to Recharge Basins Phase II (WT074). The Recharge Basins Phase II project, is evenly allocated between the Water Resources Fund (5016) and the Wastewater Infrastructure Fund (5038).

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-012.

Suggested Motion:

I move to approve Resolution No. 2026-012, approving the transfer of up to $7,000,000 in budgeted expenditure authority from the New Renewable Water Resource Acquisition project (WT066) to the Recharge Basins Phase II project (WT074), to be equally allocated to the Water Resources Fund (5016) and the Wastewater Infrastructure fund (5038).

MARANA RESOLUTION NO. 2026-012

RELATING TO BUDGET; APPROVING THE TRANSFER OF UP TO $7,000,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE NEW RENEWABLE WATER RESOURCE ACQUISITION PROJECT (WT066) TO THE RECHARGE BASINS PHASE II PROJECT (WT074), TO BE EQUALLY ALLOCATED BETWEEN THE WATER RESOURCES FUND (5016) AND THE WASTEWATER INFRASTRUCTURE FUND (5038)

WHEREAS on June 17, 2025, the Town Council adopted the fiscal year 2025-2026 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS Council approval is required for budgetary transfers between General Fund departments, between funds, and for any transfer of contingency; and

WHEREAS the Council-approved budget also includes funding for the Town's five-year CIP program; and

WHEREAS the Town's Recharge Basins Phase II project (WT074) was included in the Town's CIP Program and current available budget capacity in the various funds budgeted for this project stand at $4,996,247; and

WHEREAS construction costs are estimated at $10,040,637, and as such, an additional $5,044,390 in additional budget capacity is needed to fund the construction of the project; and

WHEREAS as this amount is an estimate, staff is requesting a transfer of up to $7,000,000 from the Water Resource Acquisition fund in order to complete the Recharge Basins Phase II project; and

WHEREAS the amounts transferred to the Recharge Basins project will be evenly split between the Water Resources Fund (5016) and the Wastewater Infrastructure Fund (5038); and

WHEREAS transferring amounts within the fiscal year 2025-2026 budget will not significantly impact the General Fund; and

WHEREAS the Mayor and Council find that 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 transfer of up to $7,000,000 in budgeted expense authority from the New Renewable Water Resource Acquisition project (WT066) to the Recharge Basins Phase II project (WT074), to be equally allocated between the Water Resources Fund (5016) and the Wastewater Infrastructure fund (5038), in the fiscal year 2025-2026 budget is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 3rd day of February, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney