MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 4, 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 August 4, 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. Added or revised language appears 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 will be 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 and deliver it to the Town Clerk. 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

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. 2026.013: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-5 (Subdivisions); revising section 17-5-4 "Performance Guarantee" to provide for an administrative process for the Town's use of financial forms of assurance to construct subdivision improvements; and designating an effective date (Jane Fairall)

C2 Resolution No. 2026-049: Relating to Development; approving the Final Plat for Marana Air Commerce Park II, Lot 2 and Block "A-1", generally located on the north side of Avra Valley Road, approximately 0.70 miles east of the intersection of Avra Valley Road and Sandario Road; approving an amendment to the Town of Marana Five Year Capital Improvement Plan to add the Marana Air Commerce Park Drainage Channel project to the plan for fiscal year 2027-2028 (Austin Shreffler)

C3 Resolution No. 2026-050: Relating to Development; re-designating and reclassifying certain Town-owned drainageway located within the Cascada II subdivision located east of I-10 and north of Twin Peaks Road as right-of-way (Jane Fairall)

C4 Resolution 2026-051: Relating to the Police Department; approving and authorizing the Chief of Police to execute an intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding, and operation of the Arizona Vehicle Theft Task Force (Jeffrey Pridgett)

C5 Resolution 2026-052: Relating to the Police Department; approving and authorizing the Chief of Police to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force between the Town of Marana Police Department and the State of Arizona through its Department of Public Safety (AZDPS) (Jeffrey Pridgett)

C6 Resolution 2026-053: Relating to the Police Department; approving and authorizing the Chief of Police to execute the memorandum of understanding regarding the eTrace internet based firearm tracing application between the Marana Police Department (MPD) and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) for access and utilization of eTrace services (Jeffrey Pridgett)

C7 Resolution No. 2026-054: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Dark Fiber Services License Agreement issued to MMR Fiber Solutions, LLC (Jane Fairall)

C8 Resolution No. 2026-055: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Dark Fiber Services License Agreement issued to Bicentel, LLC (Jane Fairall)

C9 Approval of the Regular and Special Council Meeting Summary Minutes of June 16, 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 acquisition of control series #12 Restaurant liquor license submitted by Qiuying Dong on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Drive, Tucson, Arizona, 85743 (Jill McCleary)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Chipotle Mexican Grill #5674, located at 11302 West Tangerine Road, Marana, Arizona, 85653 (Jill McCleary)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2026-056: Relating to Development; amending the 2022 Wastewater Facilities Infrastructure Improvements Plan supporting development impact fees for wastewater facilities and the 2022 Water Infrastructure, Water Resources, and Water Reclamation Impact Fee Report by revising the size, alignment, and/or cost of two gravity pipe projects and shifting the anticipated development impact fee funding among the projects without changing the amount of the wastewater facilities impact fees or the level of service (Mike Osborne)

A2 Resolution No. 2026-057: Relating to Elections; declaring and adopting the results of the Town of Marana primary election held on July 21, 2026 (Jill McCleary)

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 (Brett Wittenberg)

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. §38-431.03 (A)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the pending litigation, and settlement discussions to resolve litigation, in *Unrein v. Town of Marana, et al.*, Pima County Superior Court case number C20254246.

E3 Executive session pursuant to A.R.S. §38-431.03 (A)(3) and (4) for discussion or consultation with the Town's attorneys and to instruct the Town's representatives concerning the pending litigation, and settlement discussions to resolve litigation, in T*own of Marana v. Barker Contracting, Inc., et al.,* Pima County Superior Court case number C20236109.

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 **C1**

Meeting Date: 08/04/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 4, 2026

Strategic Plan Focus Area:
Proactive Public Services, Not Applicable

Subject: Ordinance No. 2026.013: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-5 (Subdivisions); revising section 17-5-4 "Performance Guarantee" to provide for an administrative process for the Town's use of financial forms of assurance to construct subdivision improvements; and designating an effective date (Jane Fairall)

Discussion:

Pursuant to Arizona state law (A.R.S. § 9-463.01) and the Marana Town Code (Section 17-5-4), before a subdivision plat is approved by the Town, the subdivider must post assurances to assure the installation of required street, sewer, electric and water utilities, drainage, flood control, landscaping, park facilities, and other improvements as required meeting minimum standards of design and construction established by the Town's Land Development Code and Subdivision Street Standards. The purpose of the assurances is to guarantee that the improvements are installed in a timely manner and paid for without cost to the Town. The Town enters into assurance agreements with subdividers which spell out the terms of the assurance being provided, whether it's a financial form of assurance, such as cash, a performance bond, or a letter of credit, or it is a third party trust form of assurance.

Pursuant to Marana Town Code Section 17-5-4, subdivision assurance agreements are approved administratively by the Town Manager and Town Engineer and approved as to form by the Town Attorney. However, the current version of Section 17-5-4 requires a public hearing before Council for the Town to use the proceeds from financial forms of assurances to complete subdivision improvements that are not appropriately completed by the subdivider. A public hearing process is not required by state law for

this purpose. The proposed ordinance will eliminate the requirement for a public hearing and provide for an administrative process for the Town's use of financial forms of subdivision assurances in appropriate circumstances. The proposed change will allow the Town to take action more expeditiously to ensure that necessary subdivision improvements are completed properly and in a timely manner. Any action by Town staff to use the proceeds of the financial assurances must be in compliance with the terms of the financial assurance itself and with any assurance agreement between the Town and the subdivider.

Staff Recommendation:

Staff recommends approval of the proposed ordinance.

Suggested Motion:

I move to adopt Ordinance No. 2026.013: amending Town Code Title 17 (Land Development), Chapter 17-5 (Subdivisions); revising section 17-5-4 "Performance Guarantee" to provide for an administrative process for the Town's use of financial forms of assurance to construct subdivision improvements; and designating an effective date.

Attachments

Ordinance No. 2026.013

MARANA ORDINANCE NO. 2026.013

RELATING TO LAND DEVELOPMENT; AMENDING TOWN CODE TITLE 17 (LAND DEVELOPMENT), CHAPTER 17-5 (SUBDIVISIONS); REVISING SECTION 17-5-4 "PERFORMANCE GUARANTEE" TO PROVIDE FOR AN ADMINISTRATIVE PROCESS FOR THE TOWN'S USE OF FINANCIAL FORMS OF ASSURANCE TO CONSTRUCT SUBDIVISION IMPROVEMENTS; AND DESIGNATING AN EFFECTIVE DATE

WHEREAS pursuant to Arizona Revised Statutes (A.R.S.) § 9-463.01 and Marana Town Code (MTC) Section 17-5-4, before a subdivision plat is approved by the Town, the subdivider must post assurances to assure the installation of required street, sewer, electric and water utilities, drainage, flood control, landscaping, park facilities, and other improvements as required meeting minimum standards of design and construction established by the Town's Land Development Code and Subdivision Street Standards; the purpose of the assurances is to guarantee that the improvements are installed in a timely manner and paid for without cost to the Town; and

WHEREAS pursuant to MTC Section 17-5-4, subdivision assurance agreements are approved administratively by the Town Manager and Town Engineer and approved as to form by the Town Attorney; and

WHEREAS the Town Council finds that providing an administrative process for the Town's use of financial forms of subdivision assurances is in the best interests of the Town and its citizens.

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

SECTION 1. Marana Town Code Title 17 (Land Development), Chapter 17-5 (Subdivisions), Section 17-5-4 "Performance Guarantee" is hereby revised as follows (with additions shown with <u>double-underlining</u> and deletions shown with ~~strikethroughs~~):

17-5-4 Performance guarantee

A. Before a subdivision plat is approved by the town, the subdivider shall post assurances, in a form acceptable to the town attorney, to assure the installation of required street, sewer, electric and water utilities,

drainage, flood control, landscaping, park facilities, and other improvements as required meeting minimum standards of design and construction established by this title and the subdivision street standards. The purpose of the assurances shall be to guarantee that the improvements are installed in a timely manner and paid for without cost to the town.

1. Financial forms of assurance, including cash, letter of credit, performance bond, or other similar instruments, shall be submitted to the town engineer in an amount equal to the sum of the cost of construction for all required improvements, including surveying, construction management, testing, and inspections, as determined by the town engineer, plus a 15% contingency. A financial form of assurances for the installation of required improvements on private property shall grant to the town adequate property rights as determined by the town engineer and town attorney to allow the town or the town's contractor to complete the installation. ~~Where, in the opinion of the council,~~ If the subdivider fails or neglects ~~has failed or neglected~~ to install the required improvements or make required corrections within a timely manner, or to pay all liens in connection with the required improvements, the ~~council~~ town may, ~~after a public hearing on the matter,~~ use the proceeds from the assurances to install or cause to be installed the required improvements in accordance with the terms of the financial form of assurances and any assurance agreement between the town and the subdivider.

[No revisions to subparagraph 2]

[No revisions to paragraphs B and C]

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

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

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

SECTION 5. This ordinance is effective on the 31st day after its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of August, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 08/04/2026

To: Mayor and Council

From: Austin Shreffler, Senior Planner

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Strategic Plan Focus Area Additional Info:

Subject: Resolution No. 2026-049: Relating to Development; approving the Final Plat for Marana Air Commerce Park II, Lot 2 and Block "A-1", generally located on the north side of Avra Valley Road, approximately 0.70 miles east of the intersection of Avra Valley Road and Sandario Road; approving an amendment to the Town of Marana Five Year Capital Improvement Plan to add the Marana Air Commerce Park Drainage Channel project to the plan for fiscal year 2027-2028 (Austin Shreffler)

Discussion:

Request
Baker and Associates Engineering, Inc., representing the owner of the property, the Town of Marana, has applied for approval of a final plat for Marana Air Commerce Park II, Lot 2 and Block "A-1", on approximately 51.3 acres of land.

Zoning
The zoning of the property is HI (Heavy Industrial). On November 16, 2020, the Mayor and Town Council adopted Ordinance 2020.018, rezoning the subject property from legacy zone C (Large Lot Zone) to HI (Heavy Industrial) as the zoning for the property contained therein, which includes the property that is the subject of this request.

Land Use

The subject property is currently unimproved vacant land.

Access and Traffic

Access to the subdivision is provided by the adjacent Air Commerce Way. No new roadways are being dedicated as a part of this request.

Utilities

Marana Water will provide water and wastewater services to the subject property. TRICO Electric Power will also provide their respective services to the subject property.

Drainage

The development of the subdivision will require the construction of a drainage channel on the property, either by the Town or by future developers of the property. As the subdivider of the property, the Town is required by both state law (A.R.S. § 9-463.01) and the Marana Town Code (Section 17-5-4) to post assurances to assure the installation of required street, sewer, electric and water utilities, drainage, flood control, landscaping, park facilities, and other improvements as required meeting minimum standards of design and construction. In order to fulfill this requirement, Town staff recommends that the Town identify a fund within the Town's budget for the Marana Air Commerce Park Drainage Channel project to tender as a cash assurance that the project will be completed when necessary. Concurrent with approval of the plat, the proposed resolution will also amend the Town's 5-year CIP plan to add the Marana Air Commerce Park Drainage Channel project to the plan for fiscal year 2027-2028 in the amount of $630,425. Copies of the following documents are included in the Council packet for the Council's reference: Marana Air Commerce Park Drainage Channel project estimate and preliminary design; Town of Marana assurance to construct subdivision improvements - cash tender.

Staff Recommendation:

Staff has reviewed the proposed final plat against the requirements of the Marana Town Code and the Marana General Plan. The final plat is in substantial conformance with all required development regulations, and staff recommends approval. Staff also recommends approval of the amendment to the Town's 5-year CIP plan to add the Marana Air Commerce Park drainage project for FY 2027-2028.

Suggested Motion:

I move to adopt Resolution No. 2026-049, approving the Final Plat for Marana Air Commerce Park II and approving an amendment to the Town of Marana Five Year Capital Improvement Plan to add the Marana Air Commerce Park Drainage Channel project to the plan for fiscal year 2027-2028.

Attachments

Resolution No. 2026-049

Exhibit A - 5 Year CIP Plan FY2027 - Amended

Final Plat
Cost Estimate for drainage project
Preliminary channel design
Cash Assurance

MARANA RESOLUTION NO. 2026-049

RELATING TO DEVELOPMENT; APPROVING THE FINAL PLAT FOR MARANA AIR COMMERCE PARK II, LOT 2 AND BLOCK "A-1", GENERALLY LOCATED ON THE NORTH SIDE OF AVRA VALLEY ROAD, APPROXIMATELY 0.70 MILES EAST OF THE INTERSECTION OF AVRA VALLEY ROAD AND SANDARIO ROAD; APPROVING AN AMENDMENT TO THE TOWN OF MARANA FIVE-YEAR CAPITAL IMPROVEMENT PLAN TO ADD THE MARANA AIR COMMERCE PARK DRAINAGE CHANNEL PROJECT TO THE PLAN FOR FISCAL YEAR 2027-2028

WHEREAS, on November 17, 2020, the Town Council adopted Ordinance No. 2020.018 approving a rezoning of 63.8 acres of Town-owned land from "C" Large Lot Zone and Agricultural (AG) to Heavy Industry (HI); and

WHEREAS, on April 20, 2021, the Town Council approved the Final Plat for Marana Air Commerce Park Lot 1 and Block A (the "Marana Air Commerce Park Plat") for the property rezoned by Ordinance No. 2020.018; and

WHEREAS the Town of Marana, as subdivider, has applied for approval of a final plat for Marana Air Commerce Park II Lot 2 and Block "A-1", being a resubdivision of Block "A" of the Marana Air Commerce Park Plat, located north of West Avra Valley Road and approximately 0.70 miles east of the intersection of Avra Valley Road and Sandario Road; and

WHEREAS the Mayor and Town Council, at its August 4, 2026 meeting, determined that the Final Plat for Marana Air Commerce Park II Lot 2 and Block "A-1" should be approved; and

WHEREAS the development of Marana Air Commerce Park II Lot 2 and Block "A-1" will require the construction of a drainage channel on the property, either by the Town or by future developers of the property; and

WHEREAS as the subdivider of the property, the Town is required by both state law (A.R.S. § 9-463.01) and the Marana Town Code (Section 17-5-4) to post assurances to assure the installation of required street, sewer, electric and water utilities, drainage, flood control, landscaping, park facilities, and other improvements as required meeting minimum standards of design and construction; and

WHEREAS the Town of Marana Five-Year Capital Improvement Plan was presented to the Town Council on June 16, 2026 as part of the adoption of the Town's fiscal year 2026-2027 final budget; and

WHEREAS to fulfill the requirement to post assurances for Marana Air Commerce Park II Lot 2 and Block "A-1", the Town desires to establish a project within the Town of Marana Five-Year Capital Improvement Plan for the Marana Air Commerce Park Drainage Channel project to tender as a cash assurance that the project will be completed when necessary.

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

SECTION 1. The Final Plat for Marana Air Commerce Park II, Lot 2 and Block "A-1" is hereby approved.

SECTION 2. The Town of Marana Five-Year Capital Improvement Plan is hereby amended to add the Marana Air Commerce Park Drainage Channel project to the plan for fiscal year 2027-2028 in the amount of $630,425.00, as set forth on Exhibit A attached to and incorporated within this resolution by this reference.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

FISCAL YEAR 2026-2027
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Grand Total
Airport Projects						
Airport Control Tower, Construction		15,400,000				15,400,000
Airport Control Tower, Design	2,421,421					2,421,421
Airport Drainage Master Plan		450,000				450,000
Airport Master Plan Update 2	750,000					750,000
Airport Security Fence		480,000				480,000
Airport, RWY 12-30, Pavement Rehab	67,899					67,899
RWY 30 Safety Mitigate, EA, Design	550,000					550,000
RWY 30 Safety Mitigate, PH1, Construction			2,700,000			2,700,000
RWY 30 Safety Mitigate, PH2, Construction			4,800,000			4,800,000
RWY 3-21 Rehabilitation, Design-Construct					4,700,000	4,700,000
Taxiway A MITL Rehabilation, Design	150,000					150,000
Taxiway A Rehabilitation, Design	405,000					405,000
Taxiway A Rehabilitation, MITL, Construction				5,500,000		5,500,000
Taxiway C Reconstruction	186,175					186,175
Taxiway C Reconstruction, Construction		2,750,000				2,750,000
TWY B, E, Lighting Upgrade, Construction				2,500,000		2,500,000
TWY B, E, Lighting Upgrade, Design			285,000			285,000
West Apron Reconstruction Ph-1, Construct	2,300,000					2,300,000
West Apron Reconstruction Ph-2, Construct	4,800,000					4,800,000
Buildings Projects						
Court Room 2, Remodel	1,387,547					1,387,547
Ed Honea MMC Space Optimization	9,760,000	4,805,000				14,565,000
Marana Public Safety Facility	141,003					141,003
MMC Generator Upgrade	1,826,418					1,826,418
MMC HVAC Mechanical Systems Upgrade	1,684,679					1,684,679
MOC Fleet Warehouse Roof, HVAC, Replacement	33,101					33,101
MOC Generator Replacement	1,550,000					1,550,000
MOC Workspace Enhancements	350,000					350,000
Drainage & Flood Control Projects						
Air Commerce Drainage Improvements		630,424				630,424
Barnett Channel	8,730,986					8,730,986
Marana Channel	1,661,921					1,661,921
Saguaro Bloom Channel Improvements	10,000,000					10,000,000

FISCAL YEAR 2026-2027
TOWN OF MARANA FIVE YEAR CAPITAL IMPROVEMENT PLAN

Project Name	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Grand Total
Parks & Public Goods Projects						
Air Commerce Way Monument	115,692					115,692
El Rio Disc Golf	470,540					470,540
El Rio Preserve Expansion	268,693					268,693
El Rio Recreation Area Parking Lot	335,611					335,611
Gladden Farms Bike Park	1,700,000					1,700,000
Heritage House Rehabilitation	250,000					250,000
Heritage Park Food Court	100,000					100,000
Honea Heights Emergency Sewer Program	75,000	75,000	75,000	75,000		300,000
Honea Heights Park, East	956,413					956,413
Mandarina Community Park	350,000					350,000
Marana Community Center and Aquatic Complex	1,000,000					1,000,000
Ora Mae Harn Park Expansion	660,000					660,000
Ora Mae Harn Park Remediation	50,000					50,000
Saguaro Bloom Community Park, Ph-2	6,764,593					6,764,593
Tangerine Sky Park, Phase 2	1,548,625					1,548,625
Tortolita Trail Expansion	69,000					69,000
Road Infrastructure Projects						
Adonis Road Extension Phase 2	717,466	9,450,000				10,167,466
Avra Valley Rd Sanders Rd Intersection	100,000	1,000,000				1,100,000
Ed Honea MMC Additional Parking	600,000					600,000
I-10 Cortaro Rd TI	10,000,000					10,000,000
Ina Rd-Meredith Bl, Median Modifications	518,385					518,385
Luckett Rd Extension	3,300,000	18,000,000				21,300,000
Marana Gateway Monument Signage	862,623	200,000				1,062,623
Marana Rd Traffic Interchange	7,000,000	6,200,000				13,200,000
Moore Rd - I10, Traffic Interchange	25,000,000		5,000,000			30,000,000
Moore Rd Rehab, Sanders Rd to I-10		700,000				700,000
North Marana Pavement Rehab Phase 2		550,000				550,000
Orange Grove Rd Underpass, Improvements	200,000	2,000,000				2,200,000
Rillito Village Tr Drainage Impr		1,700,000				1,700,000
Sandario Pedestrian Access	800,000					800,000
Sanders Rd Drainage, Improvements	2,406,819					2,406,819
Tangerine Farms Rd, Marana Rd- I-10, Extension	10,418,066	30,030,000				40,448,066
Tangerine Rd Widening, Phase 2A	21,063,499					21,063,499
Tangerine Rd Widening, Phase 2B	54,600,000	-	-			54,600,000
Tangerine TI Improvements	11,709,959					11,709,959

Project Name	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	Grand Total
Thornydale Rd North, Widening		100,000		8,000,000		8,100,000
Twin Peaks Rd, Rattlesnake Pass Widening	1,027,854					1,027,854
Water Projects						
B-Zone Booster and Transmission Line		396,424				396,424
B-Zone Reservoir				67,860	25,000	92,860
Continental Reserve 24-inch Tie-in	3,270,844					3,270,844
C-Zone Booster				244,094		244,094
Hartman Booster Stn Electrical Upgrade	408,285					408,285
Heritage Park PFAS Treatment	1,827,249	17,561,838				19,389,087
Heritage Park Water Plant	16,069,112					16,069,112
Marana Park PFAS Treatment	15,537,339	9,274,343				24,811,682
Marana Park Reservoir	29,707					29,707
Marana Park Well, Booster, Electric Upgrade	285,180					285,180
New Renewable Water Resource Acquisition	7,101,267					7,101,267
NW Recharge, Recovery, and Delivery System	7,522,063					7,522,063
NW Recharge, Recovery, and Delivery System Airport Booster	3,000,000					3,000,000
Picture Rocks Interconnect	2,733,711					2,733,711
Pioneer Well Electrical Upgrade	320,000					320,000
Pioneer Well PFAS Treatment	2,276,397	9,000,000				11,276,397
Sanders Rd 24-inch Water Line	356,095			6,053,905		6,410,000
SCADA and Integrated Telemetry	2,337,049	350,000	350,000	350,000		3,387,049
Tangerine 16-Inch with Break Tanks	192,498				660,700	853,198
Tangerine Farms Rd 12-inch Water Line	235,000	1,800,000				2,035,000
Water Field office	3,207,796	2,500,000				5,707,796
Water Line Replacements	429,954	120,000	120,000	120,000		789,954
Well Rehabilitation Program	280,000	140,000	140,000	140,000		700,000
Water Reclamation Projects						
Clark Farms Sewer Interceptor	5,809,844	5,172,277				10,982,121
Marana WRF, Screw Press 2	25,000					25,000
North Marana Sewer Interceptor	5,911,748					5,911,748
Recharge Basins Phase II	8,594,077	-				8,594,077
Rillito Vista Lift Station Upgrade	1,833,333					1,833,333
Saguaro Bloom Lift Station Pump Replacement	200,000					200,000
Sewer Conveyance System Rehab	1,547,607	292,192	292,192	292,192	292,192	2,716,375
Stingray Sewer Interceptor	303,451		300,000	120,000	1,350,000	2,073,451
WRF Phase II	72,125,852					72,125,852
Grand Total	**377,565,446**	**141,127,498**	**14,062,192**	**23,463,051**	**7,027,892**	**563,246,079**

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT.

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

TOWN OF MARANA, AN ARIZONA MUNICIPAL CORPORATION

_____ _____
BY: JON POST, MAYOR DATE

ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF PIMA } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 BY JON POST, MAYOR OF THE TOWN OF MARANA, AN ARIZONA MUNICIPAL CORPORATION ON BEHALF OF THE CORPORATION.
IN WITNESS WHEREOF: I HEREBY SET MY NAME AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

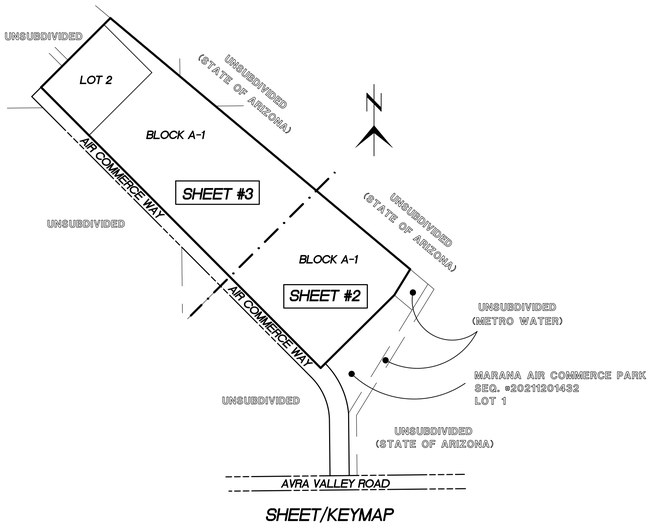
ASSURANCES

ASSURANCES IN THE FORM OF A CASH TENDER FROM THE TOWN OF MARANA IN THE AMOUNT OF $_____ HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

BY: _____ _____
TOWN OF MARANA DATE

BASIS OF BEARING

BASIS OF BEARING: SOUTH 89°23'54" EAST, ACCORDING TO MAPS AND PLATS AT SEQUENCE NUMBER 20211201432, PIMA COUNTY, ARIZONA BETWEEN MONUMENTS FOUND ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 10. SEE SHEET #2.



SHEET/KEYMAP

GENERAL NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 2,237,249 SF (51.3 ACRES).
2. THE TOTAL NUMBER OF LOTS IS 1.
   THE TOTAL NUMBER OF BLOCKS IS 1.
3. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
4. TOTAL MILES OF NEW PUBLIC STREETS IS 0.0 MILES.
   TOTAL MILES OF NEW PRIVATE STREETS IS 0.0 MILES.
5. THE ZONING OF THIS PLAT IS "HI" (HEAVY INDUSTRIAL).
6. THIS DEVELOPMENT IS SUBJECT TO THE CONDITIONS OF REZONING ORDINANCE NUMBER #2020.018.
7. THE MINIMUM LOT SIZE REQUIRED IS 1 ACRE.
8. THE BUILDING SETBACKS ARE:
   - 50' FROM RESIDENTIAL STREETS
   - 20' FROM NON-RESIDENTIAL STREETS
   - 30' FROM ADJACENT RESIDENTIAL ZONED PROPERTY (OR THE HEIGHT OF THE BUILDING, WHICHEVER IS GREATER)
   - 15' FOR ALL OTHER SITUATIONS
9. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
10. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF APPLICABLE INFRASTRUCTURE BEFORE THE RELEASE OF ASSURANCES.
11. ALL NEW AND EXISTING UTILITIES EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 48 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
12. THIS SUBDIVISION IS LOCATED WITHIN THE TOWN OF MARANA WATER SERVICE AREA, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
13. THIS SUBDIVISION IS WITHIN THE TOWN OF MARANA SEWER DESIGNATED MANAGEMENT AGENCY (DMA) AREA. PUBLIC SEWER EXISTS ADJACENT TO THE PROPERTY, WHICH DISCHARGES TO A PUBLIC SEPTIC SEWER SYSTEMS. TO THE EXTENT POSSIBLE, SERVICES SHALL BE PROVIDED VIA THE PUBLIC SEWER SYSTEM UNLESS SPECIFICALLY AUTHORIZED BY MARANA WATER TO USE INDIVIDUAL SEPTIC SYSTEMS.
14. THIS PROPERTY IS LOCATED WITHIN THE AIRPORT INFLUENCE AREA FOR THE MARANA REGIONAL AIRPORT AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT.
15. A PORTION OF LOT 2 IS MAPPED WITHIN THE FEMA ZONE "AO1", SPECIAL FLOOD HAZARD AREA PER LETTER OF MAP REVISION (LOMR), CASE #20-09-0784P, EFFECTIVE DATE 04/05/2021, REVISING A PORTION OF FIRM PANEL 04019C-1040L.
16. THE AREA WITHIN THE FEMA ZONE "AO1" LIMITS REPRESENTS AN AREA THAT MAY BE SUBJEST TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
17. INSTALLATION OF ITEMS SUCH AS LANDSCAPING, IRRIGATION, SIGNAGE, MONUMENTS, WALLS AND DRAINAGE IMPROVEMENTS IN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A PERPETUAL LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THE LICENSE AGREEMENT SHALL BE EXECUTED AND APPROVED BY THE TOWN OF MARANA PRIOR TO APPROVAL OF THE CLOSEOUT PACKAGE FOR THIS PROJECT.

RECORDING DATA

STATE OF ARIZONA
COUNTY OF PIMA } S.S.

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BAKER & ASSOCIATES ENGINEERING, INC., ON THIS _____ DAY OF _____, 20_____, IN SEQUENCE NO. _____ PIMA COUNTY RECORDS.

_____ _____
GABRIELLA CAZARES-KELLY, PIMA COUNTY RECORDER DATE
DEPUTY COUNTY RECORDER

SHEET INDEX

SHEET #1	COVER SHEET, NOTES, SHEET/KEYMAP
SHEET #2	FINAL PLAT PLAN SHEET, LINE TABLE
SHEET #3	FINAL PLAT PLAN SHEET, FEMA DETAIL/LINE TABLE

CERTIFICATIONS

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

BRIAN J. LIVERNOIS
ON POINT SURVEYING, P.L.L.C.
REGISTERED LAND SURVEYOR NO. 58324
STATE OF ARIZONA



I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS REVIEWED AND SHOWN UNDER MY SUPERVISION.

WILLIAM H. BAKER, JR.
BAKER & ASSOCIATES ENGINEERING, INC.
REGISTERED LAND SURVEYOR NO. 16784
STATE OF ARIZONA



TOWN OF MARANA APPROVALS

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

BY: _____ _____
MARANA PLANNING MANAGER DATE

BY: _____ _____
MARANA WATER DIRECTOR – MARANA WASTEWATER RECLAMATION DEPARTMENT DATE

ASSURED WATER SUPPLY

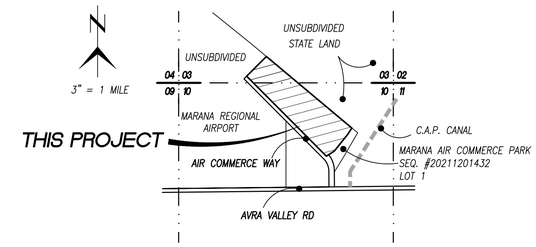
A CERTIFICATION OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

BY: _____ _____
MARANA WATER DIRECTOR DATE

CERTIFICATION

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

BY: _____ _____
CLERK OF THE TOWN OF MARANA DATE



LOCATION PLAN

PORTIONS OF SECTIONS 3 AND 10, T12S, R11E
G&SRM, PIMA COUNTY, ARIZONA

LEGEND

———	SUBDIVISION BOUNDARY
— · — · —	SECTION LINE
——— — ———	EXISTING RIGHT-OF-WAY LINE
——— – ———	EXISTING STREET CENTERLINE
●	SET 1/2" REBAR TAGGED "RLS 58324", UNLESS OTHERWISE NOTED
R1	INDICATES RECORD DIMENSION ACCORDING TO MARANA AIR COMMERCE PARK FINAL PLAT, SEQUENCE NUMBER 20211201432
/	EXISTING CENTERLINE CALCULATION POINT
⊥	1/2" REBAR TO BE SET BY A REGISTERED LAND SURVEYOR
L1	BOUNDARY LINE DATA (SEE TABLE, SHEET #2)
L3	FEMA LINE DATA (SEE TABLE, SHEET #3)
— · — · — · —	FEMA ZONE "AO1"
P/L	BOUNDARY/PROPERTY LINE

SEQUENCE #_____

ADMINISTRATIVE ADDRESS

11070 N. AIR COMMERCE WAY, MARANA, AZ 85653

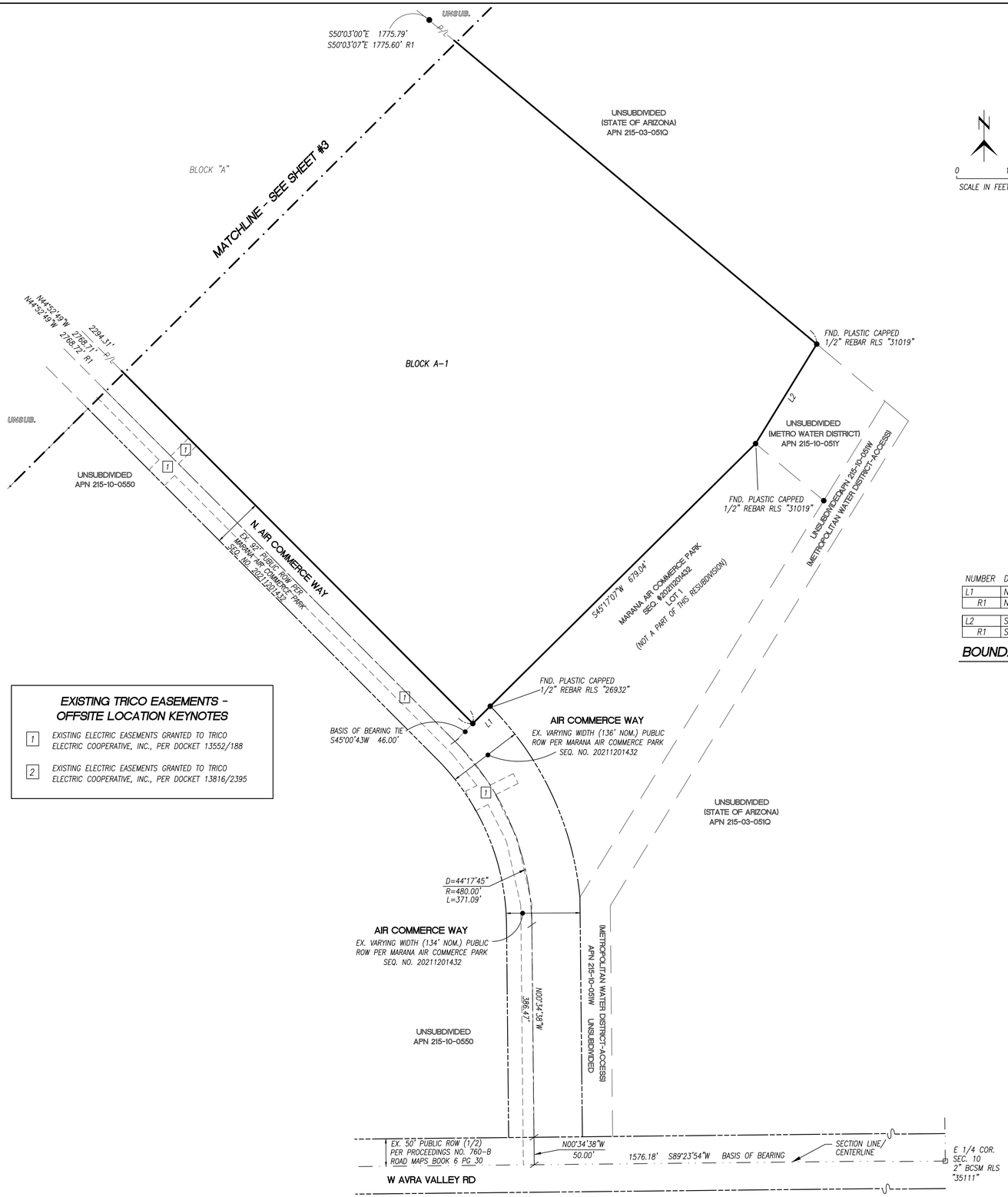
FINAL PLAT for
MARANA AIR COMMERCE PARK II, LOT 2 AND BLOCK "A-1"

BEING A RESUBDIVISION OF BLOCK "A" AS RECORDED IN
MARANA AIR COMMERCE PARK, LOT 1 AND BLOCK A, SEQ. #20211201432
SECTION 3, T12S, R11E AND SECTION 10, T12S, R11E
G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-2603-001 REF.: PRV-2012-001; PCZ-2009-001 JOB #2679 DATE: 6/16/2026 SHEET 1 OF 3

SEQUENCE #_____



NUMBER	DIRECTION	DISTANCE
L1	N45°17'07"E	44.73'
R1	N45°17'18"E	44.77'
L2	S31°34'06"W	212.42'
R1	S31°34'02"W	211.93'

BOUNDARY LINE TABLE

EXISTING TRICO EASEMENTS - OFFSITE LOCATION KEYNOTES

1. EXISTING ELECTRIC EASEMENTS GRANTED TO TRICO ELECTRIC COOPERATIVE, INC., PER DOCKET 13552/188
2. EXISTING ELECTRIC EASEMENTS GRANTED TO TRICO ELECTRIC COOPERATIVE, INC., PER DOCKET 13816/2395

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR
16784
WILLIAM H. BAKER, JR.
ARIZONA U.S.A.

FINAL PLAT for
MARANA AIR COMMERCE PARK II, LOT 2 AND BLOCK "A-1"

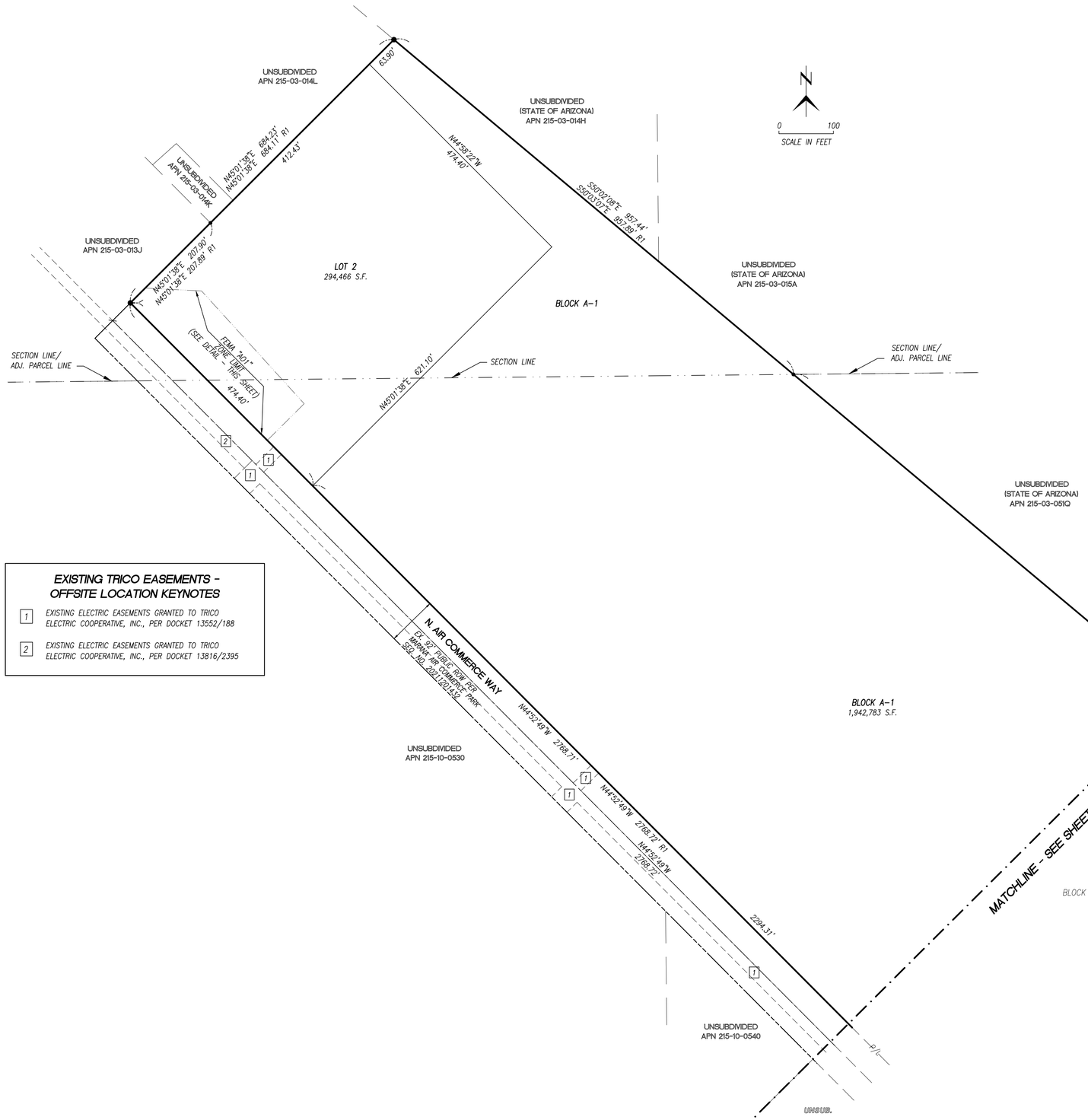
BEING A RESUBDIVISION OF BLOCK "A" AS RECORDED IN
MARANA AIR COMMERCE PARK, LOT 1 AND BLOCK A, SEQ. #20211201432
SECTION 3, T12S, R11E AND SECTION 10, T12S, R11E
G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

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3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-2603-001 REF.: PRV-2012-001; PCZ-2009-001 JOB #2679 DATE: 6/16/2026 SHEET 2 OF 3

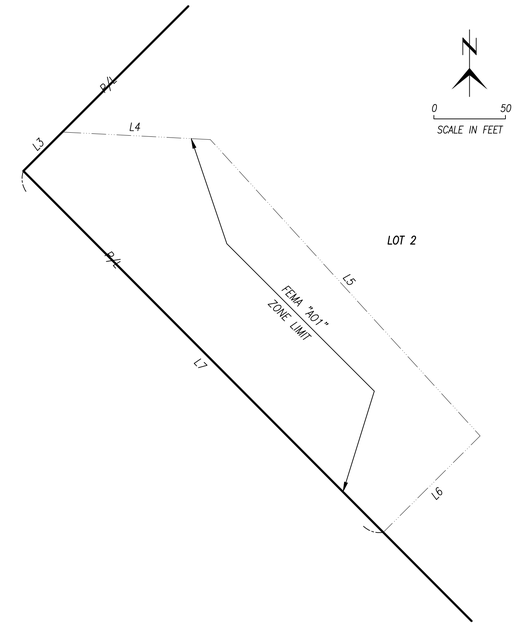
SEQUENCE #

SEQUENCE #



EXISTING TRICO EASEMENTS - OFFSITE LOCATION KEYNOTES

1. EXISTING ELECTRIC EASEMENTS GRANTED TO TRICO ELECTRIC COOPERATIVE, INC., PER DOCKET 13552/188
2. EXISTING ELECTRIC EASEMENTS GRANTED TO TRICO ELECTRIC COOPERATIVE, INC., PER DOCKET 13816/2395



FEMA "A01" FLOODPLAIN DETAIL

NUMBER	DIRECTION	DISTANCE
L3	N45°01'38"E	38.50'
L4	S87°05'10"E	103.57'
L5	S42°18'29"E	280.03'
L6	S41°13'22"E	95.51'
L7	S44°52'49"E	356.40'

FEMA LINE TABLE

FOR INTERIOR GEOMETRY ONLY

REGISTERED LAND SURVEYOR
16784
WILLIAM H. BAKER, JR.
ARIZONA U.S.A.

FINAL PLAT for MARANA AIR COMMERCE PARK II, LOT 2 AND BLOCK "A-1"

BEING A RESUBDIVISION OF BLOCK "A" AS RECORDED IN
MARANA AIR COMMERCE PARK, LOT 1 AND BLOCK A, SEQ. #20211201432
SECTION 3, T12S, R11E AND SECTION 10, T12S, R11E
G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

Baker & Associates Engineering, Inc.
3561 E. Sunrise Drive, Suite #225 Tucson, Arizona 85718 (520) 318-1950 Fax (520) 318-1930

#PRV-2603-001 REF.: PRV-2012-001; PCZ-2009-001 JOB #2679 DATE: 6/16/2026 SHEET 3 OF 3

SEQUENCE #

SEQUENCE #

Estimate of Probable cost for the drainage improvements
that will serve Air Commerce Development.

Bid Item	Quantity		Unit Price	Total
Mobilization	1	LS	$ 25,000.00	$ 25,000.00
Material Testing	1	LS	$ 7,500.00	$ 7,500.00
Clear and Grub	3.44	AC	$ 750.00	$ 2,578.13
Channel Excavation	12,504.87	CY	$ 5.00	$ 62,524.36
Fine Grade Channel	182,679.82	SF	$ 2.00	$ 365,359.65
Dumped Rip Rap 6"	2000	SF	$ 10.00	$ 20,000.00
42" Storm Drain	134	LF	$ 238.00	$ 31,892.00
New Storm Drain Manhole	1	EA	$ 8,000.00	$ 8,000.00
Connect to existing Storm Drain	1	LS	$ 2,500.00	$ 2,500.00
			Total	$ 525,354.14
			Contingency	20%
			Assurance Amount	$ 630,424.96

Completed by Dward on 6/3/2026

Air Commerce FP

Drainage Alignment for Assurance

2036 ft
0.73 mi
0.0%

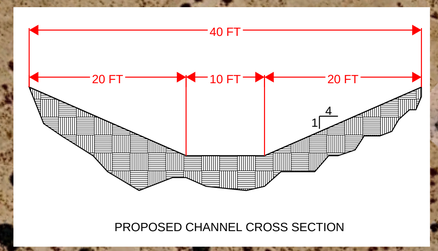
Channel will need to cross Airport perimeter fence.

Alignment of proposed Drainage

Channel to have 200 LF of 6 inch D50 Rip Rap install on bottom of channel through bend

Legend

- Drainage Alignment
- Untitled Path



PROPOSED CHANNEL CROSS SECTION

134 LF of new CPPP 42" Storm Drain

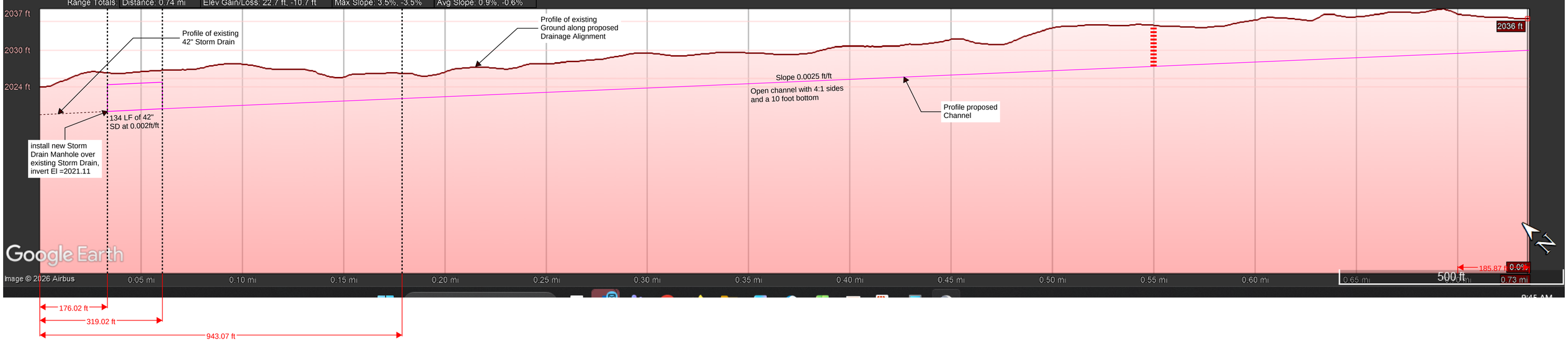
Air Commerce Way

alignment of existing Air Commerce Way Storm Drain system

Connect to Existing Storm Drain at Invert El = 2021.11

Graph: Min, Avg, Max Elevation: 2024, 2031, 2037 ft

Range Totals: Distance: 0.74 mi | Elev Gain/Loss: 22.7 ft, -10.7 ft | Max Slope: 3.5%, -3.5% | Avg Slope: 0.9%, -0.6%



176.02 ft

319.02 ft

943.07 ft

ASSURANCE TO CONSTRUCT SUBDIVISION IMPROVEMENTS
CASH TENDER
TOWN OF MARANA, ARIZONA

This Assurance is made by the TOWN OF MARANA, ARIZONA, a municipal corporation as subdivider (the "Town").

RECITALS

A. On _____, 2026, the Town approved the final plat identified as MARANA AIR COMMERCE PARK II, LOT 2 AND BLOCK "A-1", recorded in the office of the Pima County Recorder at Sequence Number _____. The land area depicted on the plat and the manner in which the plat proposes to divide and develop the land are collectively referred to in this Assurance as the "Subdivision."

B. The Town intends to develop the Subdivision and wishes to establish specific terms, conditions and guidelines to assure completion of the required subdivision improvements in compliance with the provisions of A.R.S. § 9-463.01(C)(8) and Marana Town Code section 17-5-4, as they may be amended from time to time.

C. This Assurance is not executed for the benefit of third parties, such as, but not limited to, materialmen, laborers, or others providing work, services or materials for the Subdivision, or lot purchasers in the Subdivision.

ASSURANCE

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intention of the Town in making this Assurance, the Town states as follows:

1. **Construction of Subdivision improvements.** The Town shall construct and install all Subdivision improvements shown on the approved final plat and improvement plans for the Subdivision, and all other improvements or infrastructure that the Town reasonably determines are required to serve any portion of the Subdivision, including by way of illustration but not by limitation those improvements listed on Exhibit A attached to and incorporated in this Assurance (the "Improvements"). The Town's obligation to complete the Improvements arises as of the date of this Assurance and is not conditioned upon the sale of any lots or improvements within the Subdivision.

2. **Assurance of construction.** This Assurance is submitted as an assurance that the Town will construct the Improvements as required by A.R.S. § 9-463.01(C)(8) and Marana Town Code section 17-5-4.

3. **Tender of cash.** The Town has identified $630,425.00 within the Town's Five-Year Capital Improvement Plan for 2027-2028 for the Improvements, which funds are referred to in this Assurance as the "Cash".

4. **Use of the Cash.** The amount of the Cash has been determined based on the Town's estimate of the total cost to perform the Town's obligations under paragraphs 1 and 2 of this Assurance, plus a reasonable contingency.

5. **Completion of the Improvements.** The Town shall complete construction of the Improvements, and the Improvements shall not be considered completed unless and until they have been constructed in accordance with all applicable plans and regulations and inspected by the Town for compliance with the plans and regulations.

6. **Release of assurances.** The obligations of the Town under this Assurance shall be released and a release of assurances issued by the Town Engineer only upon the Town's satisfactory completion and the Town's acceptance of the Improvements in accordance with paragraph 5, or the Town's tender of substitute assurances for completion of the Improvements.

7. **Restriction on occupancy.** No structures located on the Subdivision shall be occupied, and the Town shall not approve a final inspection or issue a certificate of occupancy for any structure located on the Subdivision, unless and until the Town determines that all of the Improvements that are required for, benefit, or serve the Subdivision (or the portion of it for which occupancy is sought) have been completed.

8. **Termination.** This Assurance shall remain in full force and effect until one of the following has occurred:

a. All the Improvements have been completed and accepted by the Town Engineer as evidenced by a written full release of assurances from the Town Engineer.

b. A new subdivision plat has been recorded for the Subdivision in compliance with any and all applicable laws and regulations.

9. **Severability.** The provisions of this Assurance are severable. A court's determination that any portion of this Assurance is invalid shall not affect the validity of the remainder of this Assurance.

10. **No waiver.** No waiver of any provision of this Assurance shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to be a continuing waiver unless expressly provided for by a written amendment to this Assurance signed by the Town; nor will the waiver of any default under this Assurance be deemed a waiver of any subsequent default of the same type.

11. **Date of Assurance.** The date of this Assurance shall for all purposes be the date of the Town Manager's signature below.

The "TOWN":
TOWN OF MARANA, ARIZONA

By: _____
Town Manager Date

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

APPROVED AS TO SUBSTANCE:

By: _____
Town Engineer

Exhibit A

Subdivision Name: MARANA AIR COMMERCE PARK II, LOT 2 AND BLOCK "A-1"

The following improvements and conditions are made a part of this assurance:

1. Obtaining all necessary Governmental permits
2. Preservation of native plants, as identified on approved salvage plans
3. Grading:
   a. Rough grading in improvement plans
   b. Structures in improvement plans
   c. Utility trenching in improvement plans
   d. Any other items included in improvement plans
4. Septic systems
5. Water distribution system
6. Other utility installations
7. Any off-site installations required
8. Any drainage included in improvement plans
9. Paving required by improvement plans, including, if appropriate:
   a. Subgrade
   b. Base
   c. Paving
   d. Curb and gutter
   e. Storm drainage not covered elsewhere
10. Installation of all signs and paving markings
11. Landscaping in any public right-of-way
12. Other construction items included in improvement plans, such as guardrails
13. Placement of all lot corners, standard monuments, and bench marks and records thereof
14. Field engineering: Staking, surveillance, inspections, testing, reports, as-built mylars
15. Park improvements and equipment for all pocket parks, if any, shown on the plat or improvement plans

Council-Regular Meeting **C3**

Meeting Date: 08/04/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-050: Relating to Development; re-designating and reclassifying certain Town-owned drainageway located within the Cascada II subdivision located east of I-10 and north of Twin Peaks Road as right-of-way (Jane Fairall)

Discussion:

On February 26, 2026, the Town of Marana administratively approved the Final Plat for Cascada II C2 Blocks 1-10, and Parcels A, B, C, D & E, recorded in the Pima County Recorder's office on February 27, 2026, at Sequence No. 20260580197 (the "Cascada II Plat"). The Cascada II Plat included the dedication of Parcel A (Wash 5) to the Town, designated as being for drainage, access, public & private utilities. Subsequent to the recording of the plat, the Cascada developers have dedicated right-of-way to the Town for a planned street within the subdivision known as "Cascada Boulevard." The connection of the future Cascada Boulevard north of Parcel A to the future Cascada Boulevard south of Parcel A requires the re-designation and reclassification of a portion of Parcel A from drainage, access, public & private utilities to right-of-way. Additionally, a future planned street known as "Corona Real Street" located within Blocks 1 and 3 of the Cascada II Plat requires the re-designation and reclassification of a portion of Parcel A from drainage, access, public & private utilities to right-of-way.

The attached resolution and legal descriptions will accomplish the re-designation and reclassification of the applicable portions of Parcel A from drainage and other uses to right-of-way for the two future streets. A map showing the location of the two Parcel A crossings is included within the Council materials for reference.

Staff Recommendation:

Staff recommends approval of the resolution re-designating and relcassifying the identified property as right-of-way.

Suggested Motion:

I move to adopt Resolution No. 2026-050, re-designating and reclassifying certain Town-owned drainageway located within the Cascada II subdivision located east of I-10 and north of Twin Peaks Road as right-of-way.

Attachments

Resolution No. 2026-050

Exhibit A - legal description for Cascada Blvd conversion

Exhibit B - legal description for Corona Real St. conversion

Map of conversion/crossing areas

MARANA RESOLUTION NO. 2026-050

RELATING TO DEVELOPMENT; RE-DESIGNATING AND RECLASSIFYING CERTAIN TOWN-OWNED DRAINAGEWAY LOCATED WITHIN THE CASCADA II SUBDIVISION LOCATED EAST OF I-10 AND NORTH OF TWIN PEAKS ROAD AS RIGHT-OF-WAY

WHEREAS, on February 26, 2026, the Town of Marana administratively approved the Final Plat for Cascada II C2 Blocks 1-10, and Parcels A, B, C, D & E, recorded in the Pima County Recorder's office on February 27, 2026, at Sequence No. 20260580197 (the "Cascada II Plat"); and

WHEREAS the Cascada II Plat included the dedication of Parcel A (Wash 5) to the Town, designated as being for drainage, access, public & private utilities; and

WHEREAS pursuant to that certain Deed of Dedication recorded in the Pima County Recorder's office on June 11, 2026, at Sequence No. 20261620186, Fidelity National Title Agency, Inc. dedicated right-of-way to the Town located both north and south of Parcel A for the future planned road currently expected to be named "Cascada Boulevard"; and

WHEREAS pursuant to that certain Deed of Dedication recorded in the Pima County Recorder's office on June 19, 2026, at Sequence No. 20261700183, Stewart Title & Trust of Tucson dedicated right-of-way to the Town located north of Parcel A for the future Cascada Boulevard; and

WHEREAS the connection of the future Cascada Boulevard north of Parcel A to the future Cascada Boulevard south of Parcel A requires the re-designation and reclassification of a portion of Parcel A from drainage, access, public & private utilities to right-of-way; and

WHEREAS the future planned road currently expected to be named "Corona Real Street" located within Blocks 1 and 3 of the Cascada II Plat requires the re-designation and reclassification of a portion of Parcel A from drainage, access, public & private utilities to right-of-way; and

WHEREAS the Marana Town Council has determined that portions of Parcel A of the Cascada II Plat should be re-designated and reclassified as public right-of-way.

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

Section 1. The portion of Parcel A of the Cascada II Plat more particularly described and depicted on Exhibit A, attached to and incorporated herein by this reference, is hereby re-designated and reclassified from drainage, access, public & private utilities to public right-of-way for the future planned road currently expected to be named "Cascada Boulevard".

Section 2. The portion of Parcel A of the Cascada II Plat more particularly described and depicted on Exhibit B, attached to and incorporated herein by this reference, is hereby re-designated and reclassified from drainage, access, public & private utilities to public right-of-way for the future planned road currently expected to be named "Corona Real Street".

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

PROJECT NO. 261285
DATE: May 29, 2026

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF PARCEL A (WASH 5) OF FINAL PLAT FOR "CASCADA II" AS RECORDED IN SEQUENCE NO. 20260580197, ON FILE WITH THE PIMA COUNTY RECORDER, LOCATED WITHIN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 15, MARKED BY A 1.5-INCH ALUMINUM CAP STAMPED "LS 1052" FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 15, MARKED BY A 5/8-INCH IRON REBAR TAGGED "LS 4785" BEARS NORTH 00°05'01" EAST, A DISTANCE OF 2,702.31 FEET;

THENCE SOUTH 70°58'48" WEST, A DISTANCE OF 2,185.05 FEET TO THE MOST NORTHWESTERLY CORNER OF C2 BLOCK 2 AS SHOWN ON SAID FINAL PLAT FOR "CASCADA II", BEING A POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL A (WASH 5) AND THE **POINT OF BEGINNING**, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4,857.00 FEET; A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 12°28'20" WEST;

THENCE ALONG SAID SOUTHEASTERLY LINE OF SAID PARCEL A (WASH 5) AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°11'20" AND AN ARC LENGTH OF 100.79 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 13°39'40" WEST, A DISTANCE OF 143.00 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A (WASH 5), AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 5,000.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 13°39'40" WEST;

THENCE ALONG SAID NORTHWESTERLY LINE AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°26'44" AND AN ARC LENGTH OF 213.41 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 11°12'56" EAST, A DISTANCE OF 143.00 FEET TO SAID SOUTHEASTERLY LINE OF SAID PARCEL A (WASH 5), AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4,857.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS NORTH 11°12'56" WEST;

THENCE ALONG SAID SOUTHEASTERLY LINE AND SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°15'24" AND AN ARC LENGTH OF 106.52 FEET TO THE **POINT OF BEGINNING**;

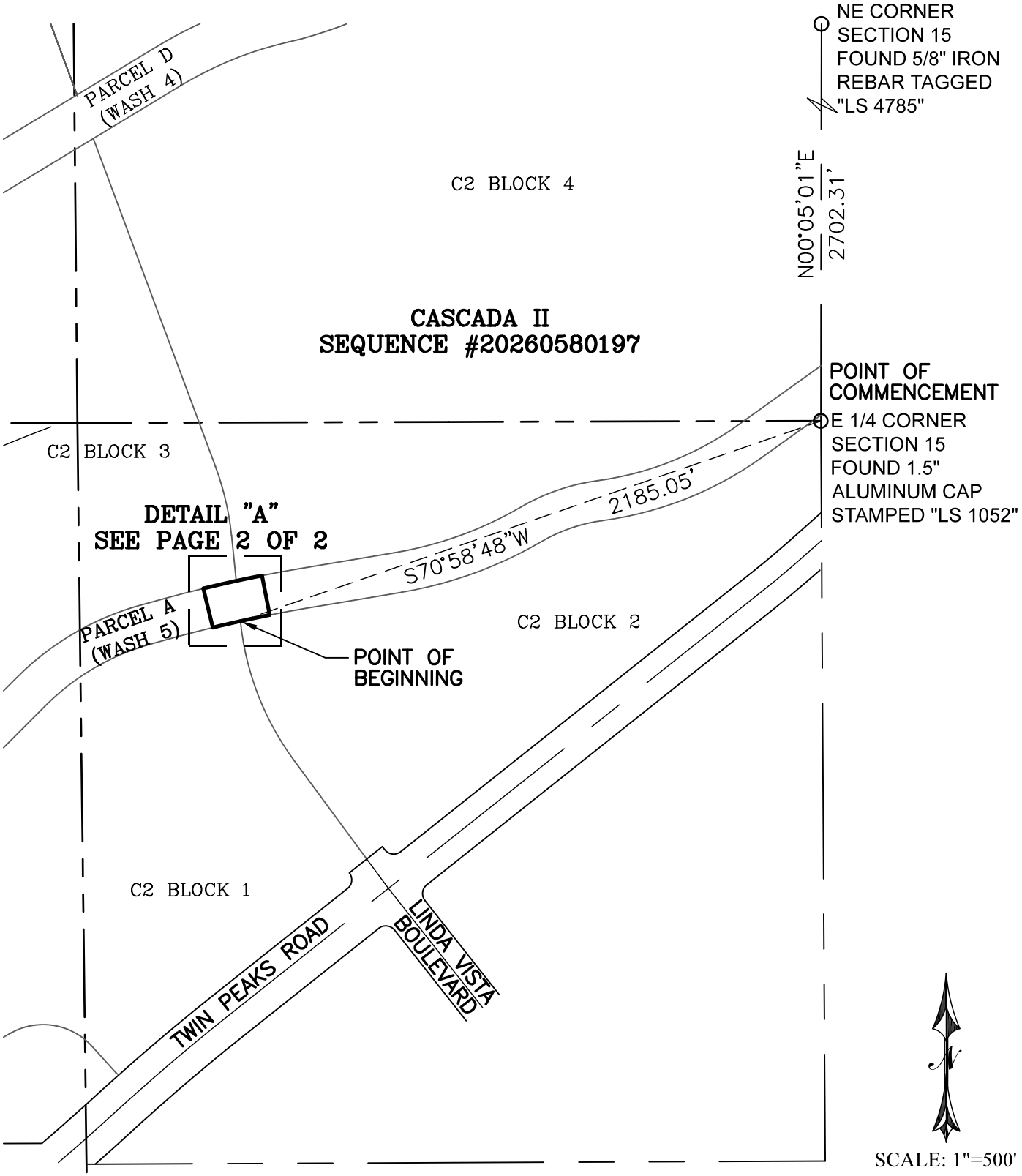
CONTAINING 30,082 SQUARE FEET (0.691 ACRES), MORE OR LESS.

PREPARED BY:
Alta Environmental and Infrastructure

PATRICIA GAJDA, RLS



DEPICTION OF EXHIBIT A



ALTA ENVIRONMENTAL & INFRASTRUCTURE

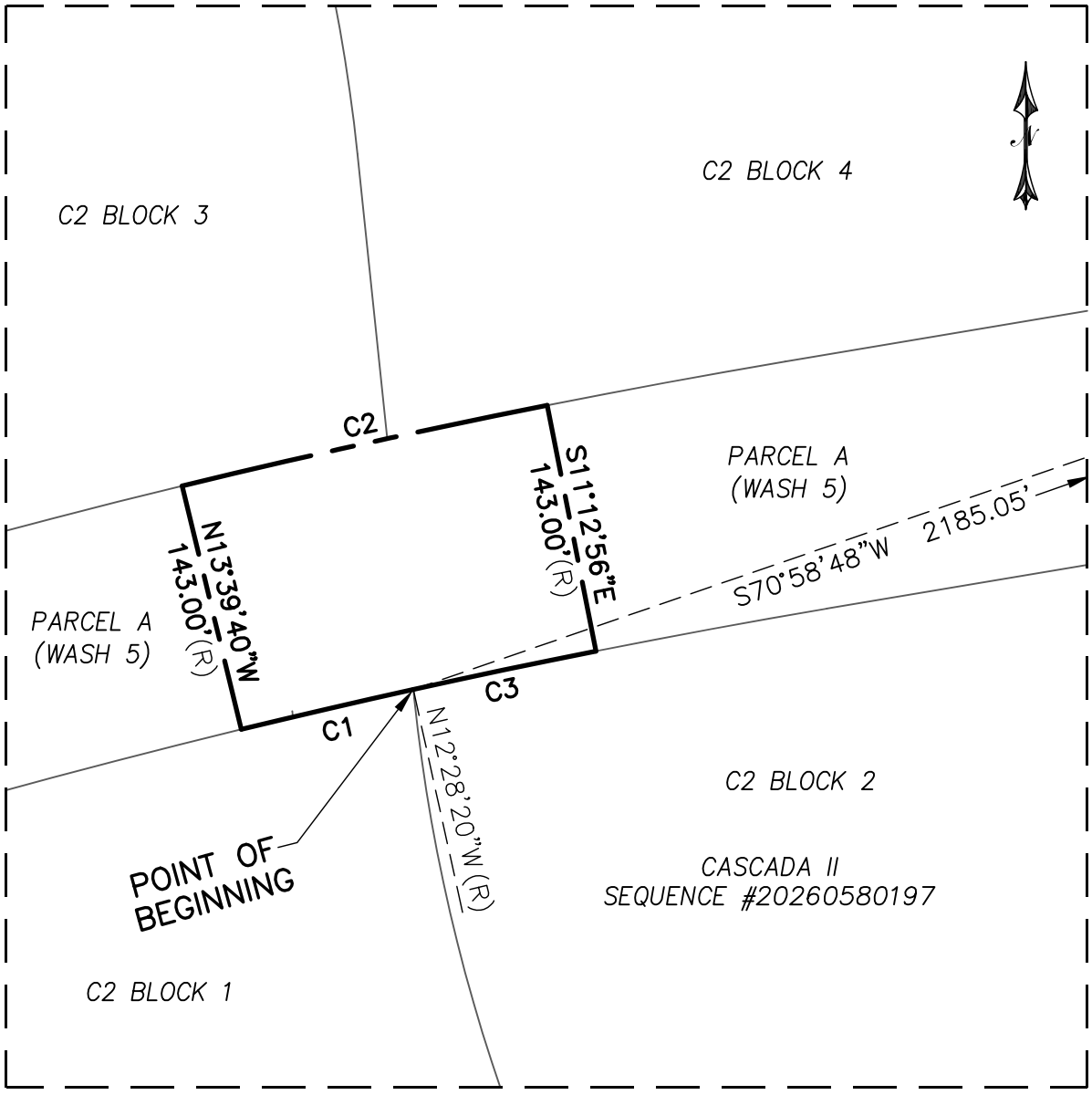
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

PORTION OF PARCEL A (WASH 5) OF FINAL PLAT FOR CASCADA II, SEQUENCE #20260580197, LOCATED WITHIN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G.&S.R.M., PIMA COUNTY, ARIZONA

Project No. 261285	Drawn By: PG	Date: 05/29/2026
	Checked By: MS	Page: 1 of 2

DEPICTION OF EXHIBIT A Continued

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	4857.00'	1°11'20"	100.79'
C2	5000.00'	2°26'44"	213.41'
C3	4857.00'	1°15'24"	106.52'



DETAIL "A"
SCALE: 1"=100'

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

PORTION OF PARCEL A (WASH 5) OF FINAL PLAT FOR CASCADA II, SEQUENCE #20260580197, LOCATED WITHIN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G.&S.R.M., PIMA COUNTY, ARIZONA

Project No. 261285	Drawn By: PG	Date: 05/29/2026
	Checked By: MS	Page: 2 of 2

PROJECT NO. 261285
DATE: June 30, 2026

EXHIBIT B
LEGAL DESCRIPTION

A PORTION OF PARCEL A (WASH 5) OF FINAL PLAT FOR "CASCADA II" AS RECORDED IN SEQUENCE NO. 20260580197, ON FILE WITH THE PIMA COUNTY RECORDER, LOCATED WITHIN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W 1/4) CORNER OF SAID SECTION 15, MARKED BY A 2-INCH OPEN IRON PIPE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 15, MARKED BY A 2-INCH ALUMINUM CAP STAMPED "T12S R12E S9 S10 S16 S15 2016 RLS 58427" BEARS NORTH 00°42'43" WEST, A DISTANCE OF 2,651.90 FEET;

THENCE SOUTH 46°28'55" EAST, A DISTANCE OF 2,266.64 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID PARCEL A (WASH 5), COMMON TO THE MOST SOUTHERLY CORNER OF C2 BLOCK 3 AS SHOWN ON SAID FINAL PLAT FOR "CASCADA II";

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A (WASH 5), NORTH 52°09'41" EAST, A DISTANCE OF 235.43 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, NORTH 52°09'41" EAST, A DISTANCE OF 83.13 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 307.00 FEET;

THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, AND ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°22'55" AND AN ARC LENGTH OF 60.99 FEET;

THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 49°13'14" EAST, A DISTANCE OF 143.00 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL A (WASH 5), BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.00 FEET, A RADIAL BEARING TO SAID BEGINNING BEARS SOUTH 49°13'14" EAST;

THENCE ALONG SAID SOUTHEASTERLY LINE AND ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°22'55" AND AN ARC LENGTH OF 89.39 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 52°09'41" WEST, A DISTANCE OF 83.12 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE, NORTH 37°50'32" WEST, A DISTANCE OF 143.00 FEET TO THE **POINT OF BEGINNING**;

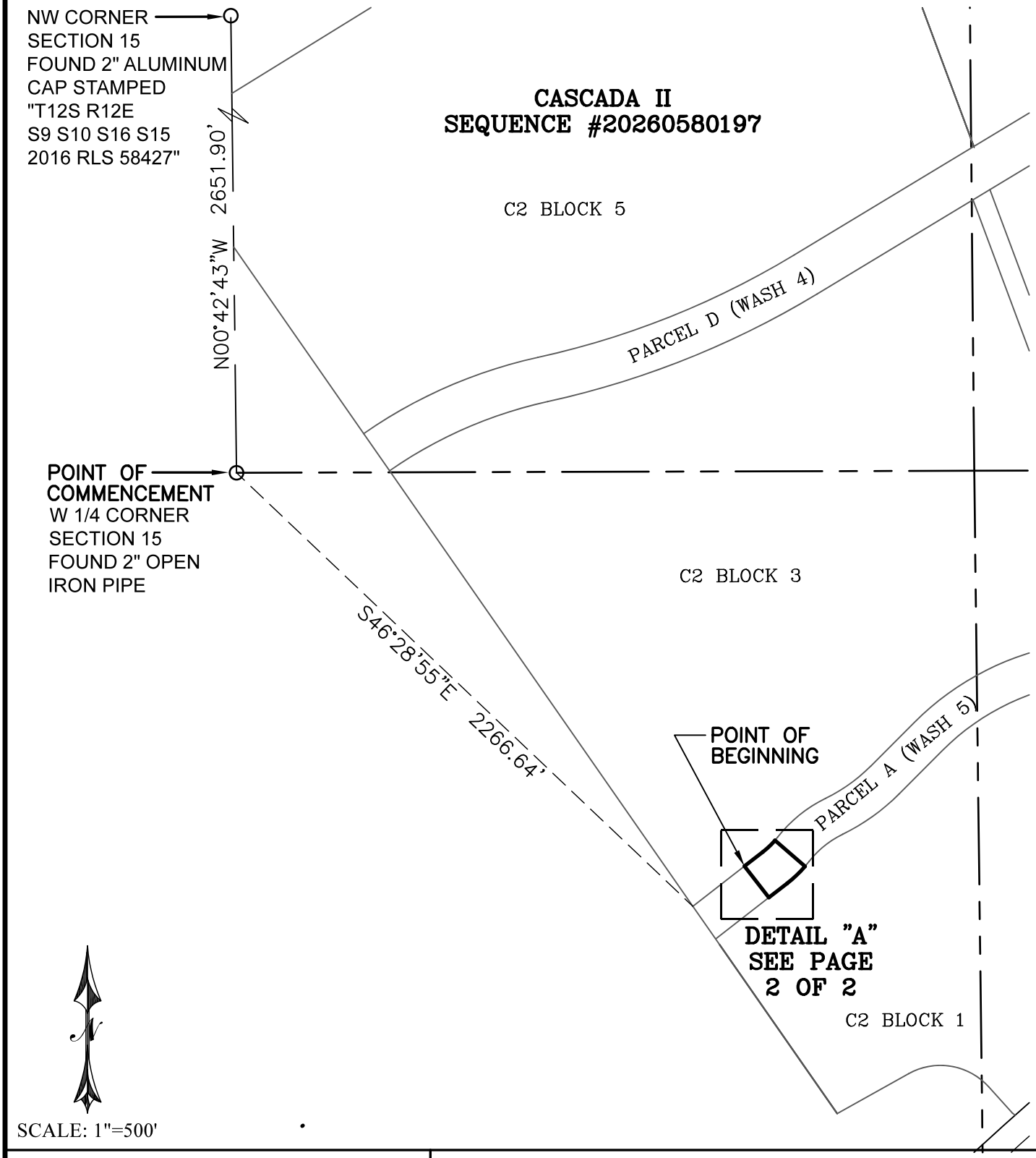
CONTAINING 22,639 SQUARE FEET (0.520 ACRES), MORE OR LESS.

PREPARED BY:
Alta Environmental and Infrastructure

PATRICIA GAJDA, RLS



DEPICTION OF EXHIBIT B



SCALE: 1"=500'

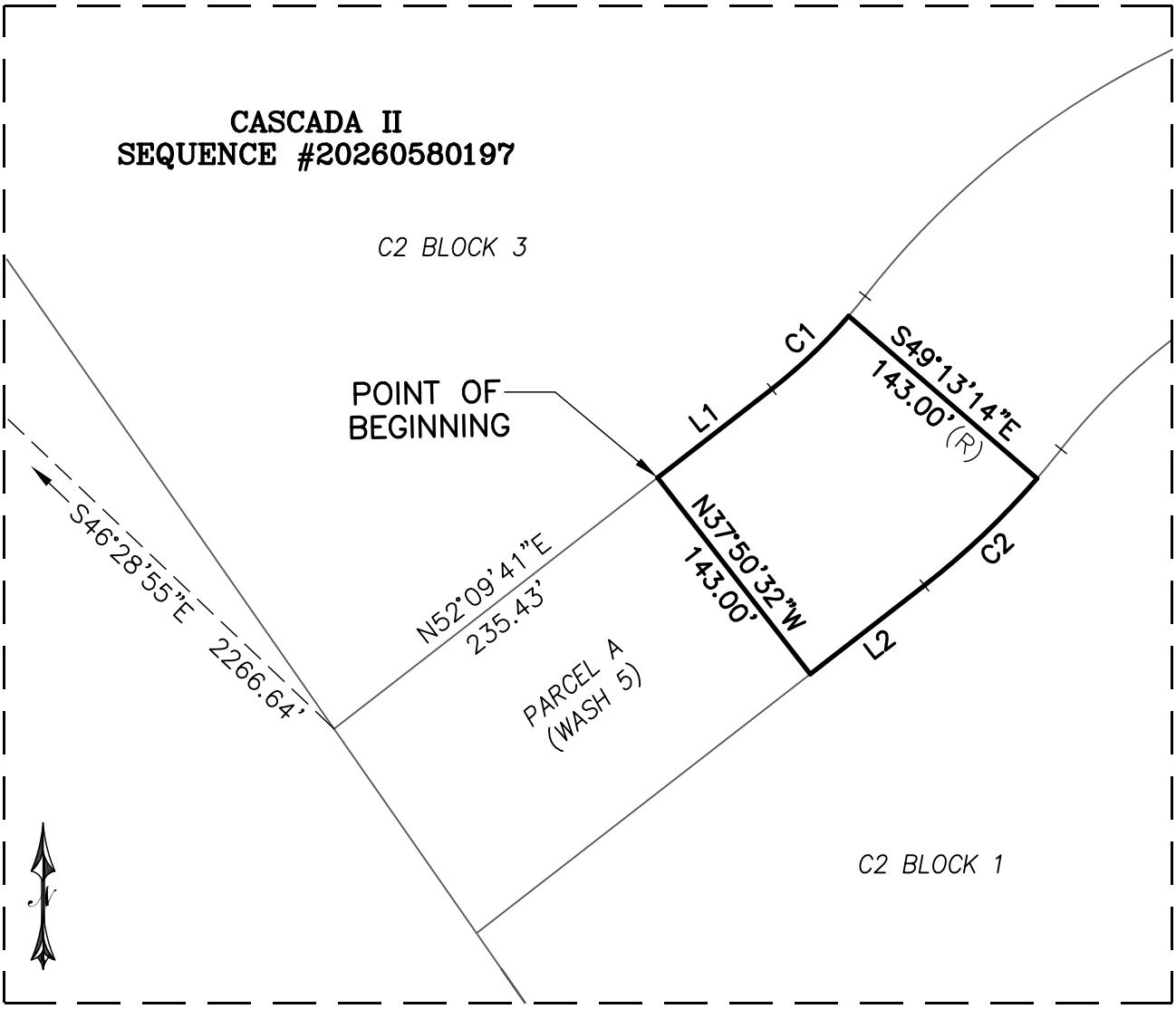
ALTA ENVIRONMENTAL & INFRASTRUCTURE

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

PORTION OF PARCEL A (WASH 5) OF FINAL PLAT FOR CASCADA II, SEQUENCE #20260580197, LOCATED WITHIN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G.&S.R.M., PIMA COUNTY, ARIZONA

Project No. 261285	Drawn By: PG	Date: 05/29/2026
	Checked By: MS	Page: 1 of 2

DEPICTION OF EXHIBIT B Continued



DETAIL "A"
SCALE: 1"=100'

LINE	BEARING	DISTANCE
L1	N52°09'41"E	83.13'
L2	S52°09'41"W	83.12'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	307.00'	11°22'55"	60.99'
C2	450.00'	11°22'55"	89.39'

ALTA ENVIRONMENTAL & INFRASTRUCTURE
2025 W. RUTHRAUFF RD., #125
TUCSON, ARIZONA 85705
(520) 398-6651

PORTION OF PARCEL A (WASH 5) OF FINAL PLAT FOR CASCADA II, SEQUENCE #20260580197, LOCATED WITHIN SECTION 15, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G.&S.R.M., PIMA COUNTY, ARIZONA

Project No. 261285	Drawn By: PG	Date: 05/29/2026
	Checked By: MS	Page: 2 of 2

WASH 4

C2 BLOCK 3

C2 BLOCK 4

CORONA REAL
WASH 5 (PARCEL A)
DRAINGE CROSSING

CASCADA BLVD
WASH 5 (PARCEL A)
DRAINGE CROSSING

WASH 5

C2 BLOCK 1

C2 BLOCK 2

CASCADA II
WASH 5 LEGAL DESCRIPTION
EXHIBIT

REDLINES PER JDW 2026-05-01

Council-Regular Meeting **C4**

Meeting Date: 08/04/2026

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Grudzien, Administrative Supervisor

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2026-051: Relating to the Police Department; approving and authorizing the Chief of Police to execute an intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding, and operation of the Arizona Vehicle Theft Task Force (Jeffrey Pridgett)

Discussion:

In October of 2014, the Marana Police Department entered into an Intergovernmental Agreement with the State of Arizona through the Department of Public Safety (DPS), authorizing Marana PD to assign one officer to the Arizona Vehicle Theft Task Force (AVTTF). The AVTTF is funded by the State one year at a time and is renewed each July 1st if funding exists. This agreement requires the Chief of Police to execute the IGA for the 2026-2027 Fiscal Year and then the IGA will renew annually each year for a period not to exceed four years. This IGA funds 75% of the salary of the assigned officer and 100% of the pre-authorized overtime. DPS also assigns and maintains the officer's vehicle while assigned to the task force.

The Arizona Vehicle Theft Task Force was established in January 1997 to provide statewide expertise in the investigation of property crimes involving stolen vehicles, related components, and insurance fraud. The task force is composed of city, county, state, and federal law enforcement agencies participating in a concerted effort to identify, apprehend, and prosecute individuals and criminal organizations that profit from the theft of motor vehicles and related crimes. The AVTTF also provides subject matter expertise, training, and investigative support to law enforcement agencies

targeting vehicle theft and related crimes. The AVTTF provides a vital mission on behalf of the Arizona Automobile Theft Authority (AATA) to reduce vehicle theft in Arizona by deterring criminal activity through aggressive, proactive enforcement and by creating a public awareness through community education. Through continued grant funding from AATA, the AVTTF will continue to provide exemplary services to the citizens of Arizona and the Town of Marana.

Through this IGA, Marana PD will be a part of a multi-jurisdictional task force that will focus its efforts within the Town of Marana along with the rest of Southern Arizona. Marana will have the benefit of many specialized officers working detailed operations in high auto theft areas throughout the Town. In addition to the Marana officer working with the task force, the task force will be responsible for any auto theft case that falls within the Town boundaries.

Financial Impact:

Budget authority for this grant program is available in the Grants Fund 2015. Any costs not eligible for reimbursement through this program (i.e. vacation or other leave, etc.) is funded through the Department's budget in the General Fund.

Staff Recommendation:

Staff recommends approval of the IGA with the State of Arizona Department of Public Safety.

Suggested Motion:

I move to adopt Resolution No. 2026-051, approving and authorizing the Chief of Police to execute the intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding and operation of the Arizona Vehicle Theft Task Force.

Attachments

Resolution No. 2026-051

Exhibit A to Resolution No. 2026-051

MARANA RESOLUTION NO. 2026-051

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA DEPARTMENT OF PUBLIC SAFETY AND THE TOWN OF MARANA REGARDING THE ADMINISTRATION, FUNDING, AND OPERATION OF THE ARIZONA VEHICLE THEFT TASK FORCE

WHEREAS the Arizona Vehicle Theft Task Force (AVTTF) is comprised of city, county, state and federal law enforcement agencies participating in a concerted effort to identify, apprehend, and prosecute individuals and criminal organizations that profit from the theft of motor vehicles and related crimes; and

WHEREAS the Town of Marana Police Department wishes to participate in the AVTTF; and

WHEREAS The Town and the Arizona Department of Public Safety (DPS) are authorized and empowered to enter into agreements by A.R.S. § 11-952; and

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

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

SECTION 1. Approving the intergovernmental agreement between DPS and the Town of Marana Police Department, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

DPS CONTRACT NO. 2026-055

INTERGOVERNMENTAL AGREEMENT REGARDING ARIZONA VEHICLE THEFT TASK FORCE

This Intergovernmental Agreement ("IGA"'), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Marana Police Department, ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 B.3; both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officer") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide an officer with all employment-related benefits, rights, and privileges. The officer must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. DPS'S RESPONSIBILITIES

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer commencing work at DPS, the Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

IV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the Agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

V. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-01.

VII. INDEMNIFICATION

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

VIII. DRUG FREE WORKPLACE

Any officer assigned to the Task Force will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, the

officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergo testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

X. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

XI. JURISDICTION

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XII. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XIII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

XIV. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2027. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA.

XVI. CANCELLATION

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

Any notice required to be given under the IGA will be provided by mail to:

Erik Axlund, Major
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Jeffrey Pridgett, Chief
Marana Police Department
11555 West Civic Center Drive
Marana, Arizona 85653

XV. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date: 6/16/2026

AGENCY

By: _____
Jeffrey Pridgett
Chief of Police
Marana Police Department

Date: _____

APPROVED AS TO FORM

Kenneth Hughes
Digitally signed by Kenneth Hughes
Date: 2026.06.06 14:24:15 -07'00'

Assistant Attorney General

APPROVED AS TO FORM

_____
City Attorney

ARIZONA DEPARTMENT OF PUBLIC SAFETY

FROM	DATE
CRIMINAL INVS DIVISION	06/12/26

REFERENCE: 2026-055

	DIRECTOR'S OFFICE	INITIALS	DATE
	Director Jeffrey Glover		
2	Deputy Director Deston Coleman		6/16
1	General Counsel	✓VB 6/15	5/29
	HIGHWAY PATROL DIVISION		
	Lt. Colonel Daven Byrd		
	Major Christopher Hemmen		
	CRIMINAL INVESTIGATIONS DIVISION		
	Lt. Colonel Jason Leonard		
	Major John Seeley		
	TECHNICAL SERVICES DIVISION		
	Lt. Colonel Jesse Galvez		
	Major Jason Gibbs		
	AGENCY SUPPORT DIVISION		
	Lt. Colonel Timothy Chung		
	Major Jennifer Borquez		
	MAJOR INCIDENT DIVISION		
	Superintendent Bill Long		
	Major Tip Gardner		

ARIZONA DEPARTMENT OF PUBLIC SAFETY

INTEROFFICE MEMORANDUM

JEFFREY GLOVER
DIRECTOR

DATE: June 11, 2026

TO: Lt. Colonel Deston Coleman, Jr., Deputy Director

FROM: Lt. Colonel Jason Leonard, Assistant Director, Criminal Investigations Division

SUBJECT: **INTERGOVERNMENTAL AGREEMENT 2026-055**

FOR: ☐ Action ☐ Decision ☒ Information ☒ Signature

Attached for your review and signature is an Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety and the Marana Police Department. The purpose of this agreement is to assign one AZPOST certified officer to the Arizona Vehicle Theft Task Force (VTTF) on a full-time basis.

Once reviewed and signed, please return to the Criminal Investigations Division for further processing.

Council-Regular Meeting **C5**

Meeting Date: 08/04/2026

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Grudzien, Administrative Supervisor

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2026-052: Relating to the Police Department; approving and authorizing the Chief of Police to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force between the Town of Marana Police Department and the State of Arizona through its Department of Public Safety (AZDPS) (Jeffrey Pridgett)

Discussion:

The Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) is a statewide multi-agency task force led by the Arizona Department of Public Safety Gang Enforcement Bureau. The mission of GIITEM is, in collaboration with citizens, partnered agencies and intelligence resources, to suppress criminal gangs and transnational crime.

GIITEM's unique approach brings together law enforcement from municipal, county, state, and federal jurisdictions in a coordinated, intelligence-driven approach to deal with gangs and violent human smuggling organizations on a large scale. Traditionally, Arizona agencies addressed the gang and illegal immigration problem individually rather than collectively. This separate approach resulted in displacement rather than focused and directed enforcement efforts and identification. The primary benefit of the GIITEM task force is the combined resolution of the involved agencies and citizens, who ultimately are the recipients of the project's services, to cripple gangs and human smuggling organizations, in the state rather than displacing these problems into adjoining jurisdictions.

By signing this agreement, Marana Police Department agrees to assign up to two sworn law enforcement officers to GIITEM. DPS will reimburse the Marana Police Department on a monthly basis for 75% of the payroll expenses related to the assignment and will assign a DPS vehicle to the Marana Department officer(s). At this time, Marana Police Department will assign one law enforcement officer to GIITEM. The duration of the IGA shall be the fiscal year, July 1st, 2026 through June 30th, 2027, and shall renew annually for a period of time not to exceed five years.

Financial Impact:

As existing officers will be selected to participate in this program, budget appropriations are available in the Police Department budget in the General fund and in the Grants fund (2015). The amount is unknown at this time, and will depend on the officer selected for the assignment and when the assignment begins.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2026-052, authorizing the Police Chief to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force.

Suggested Motion:

I move to adopt Resolution 2026-052 authorizing the Police Chief to execute the Intergovernmental Agreement Regarding Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) State Gang Task Force.

Attachments

Resolution No. 2026-052

Exhibit A to Resolution No. 2026-052

MARANA RESOLUTION NO. 2026-052

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT REGARDING GANG AND IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE BETWEEN THE TOWN OF MARANA POLICE DEPARTMENT AND THE STATE OF ARIZONA THROUGH ITS DEPARTMENT OF PUBLIC SAFETY (AZDPS)

WHEREAS the Gang and Immigration Intelligence Team Enforcement Mission State Gang Task Force (GIITEM) is a statewide multi-agency task force led by the Arizona Department of Public Safety (AZDPS) Gang Enforcement Bureau; and

WHEREAS the mission of GIITEM is, in collaboration with citizens, partnered agencies and intelligence resources, to suppress criminal gangs and transnational crime; and

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

WHEREAS the Town of Marana, through its Police Department, seeks to participate in GIITEM and to receive financial assistance; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Intergovernmental Agreement regarding Gang and Immigration Intelligence Team Enforcement Mission between the Arizona Department of Public Safety and the Marana Police Department, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

DPS CONTRACT NO: 2021-075-R1

INTERGOVERNMENTAL AGREEMENT REGARDING GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION (GIITEM) STATE GANG TASK FORCE

This Intergovernmental Agreement ("IGA"), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the City of Marana, through the Marana Police Department ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning the criminal activities of street gangs through the cooperative efforts of the parties.

DPS is authorized to enter into this IGA pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

Agency agrees to assign up to two (2) AZPOST certified sworn law enforcement ("officers") to DPS's Gang & Immigration Intelligence Team Enforcement Mission ("GIITEM") on a full-time basis for the suppression of gang activity and enforcement of gang-related crimes, as directed by DPS. The Agency agrees the assigned officers shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide officers with all employment-related benefits, rights, and privileges. The officers must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process.

II. DPS'S RESPONSIBILITIES

Based upon the officers' completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA. Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for GIITEM-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). An officer must perform a minimum of 40 hours of GIITEM-related work for DPS to reimburse for overtime in any given week. The 20 hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS-approved travel expenses will be reimbursed directly to the officers by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS's reimbursement obligations are limited to amounts authorized by this Agreement, approved by DPS, supported by required documentation, and available from appropriated or otherwise authorized funds. DPS will not reimburse costs incurred outside the effective dates of this Agreement or costs that exceed any applicable contract, grant, or budget limitation.

DPS agrees to assign a department vehicle to Agency officers. Officers are responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for GIITEM purposes only. Officers must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer(s) commencing work at DPS/GIITEM, Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least 60 days prior to the effective date of the change.

IV. EMPLOYMENT ELIGIBILITY AND PROCUREMENT

To the extent applicable, the parties shall comply with A.R.S. §§ 23-214 and 41-4401. Each party remains responsible for compliance with employment-eligibility verification requirements applicable to its own employees, contractors, and subcontractors.

V. CRIMINAL INTELLIGENCE/INFORMATION SHARING

All collection, access, use, entry, retention, dissemination, and destruction of criminal justice information, criminal intelligence information, and law-enforcement-sensitive information under this Agreement shall comply with applicable federal and state law, CJIS/ACJIS requirements, 28 C.F.R. Part 23 to the extent applicable, DPS policy, applicable system-use rules, and any applicable Agency policy. Nothing in this Agreement authorizes either party to access, use, disclose, or retain information except as permitted by law and policy.

VI. NONDISCRIMINATION

The parties shall comply with all applicable federal and state nondiscrimination laws and applicable Arizona Executive Orders, including Executive Order 2023-01, to the extent applicable.

VII. INDEMNIFICATION

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

VIII. DRUG FREE WORKPLACE

Any officers assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, officers will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergo testing. Officers may be removed from GIITEM for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING

Each party shall retain all books, accounts, reports, files, time records, reimbursement records, and other records relating to this Agreement for five (5) years after completion of the Agreement. Such records shall be subject to inspection and audit at reasonable times as required by A.R.S. § 35-214.

X. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

XI. JURISDICTION

To the extent permitted by law, Agency authorizes assigned officers to perform GIITEM duties outside Agency's regular jurisdictional boundaries.

XII. ARBITRATION
In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XIII. WORKER'S COMPENSATION BENEFITS
Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to GIITEM.

XIV. LIMITATIONS
This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XV. EFFECTIVE DATE/DURATION
This Agreement becomes effective on the date last signed and remains in effect through June 30, 2027, unless earlier terminated. The parties may renew this Agreement for additional one-year terms by written amendment or written renewal approved by the parties and their respective legal counsel, subject to the availability of funds and any governing-body approval required by law. No renewal or extension is effective unless approved in the manner required by A.R.S. § 11-952.

XVI. AVAILABILITY OF FUNDS
Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XVII. CANCELLATION
This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVIII. TERMINATION
Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XIX. NOTICE
Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P.O. Box 6638, Mail Drop 3700
Phoenix, AZ 85005

Chief of Police
Marana Police Department
11555 West Civic Center Drive
Marana, AZ 85653

XX. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

By _____
Lt. Colonel Deston Coleman, Deputy Director

Date: 6/10/26

APPROVED AS TO FORM

Kenneth Hughes Digitally signed by Kenneth Hughes Date: 2026.05.31 22:11:31 -07'00'

Assistant Attorney General

OTHER AGENCY

By _____
Chief Jeffrey Pridgett

Date: _____

APPROVED AS TO FORM

_____

City/County Attorney

Council-Regular Meeting **C6**

Meeting Date: 08/04/2026

To: Mayor and Council

Submitted For: Jeffrey Pridgett, Police Chief

From: Jennifer Grudzien, Administrative Supervisor

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution 2026-053: Relating to the Police Department; approving and authorizing the Chief of Police to execute the memorandum of understanding regarding the eTrace internet based firearm tracing application between the Marana Police Department (MPD) and the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) for access and utilization of eTrace services (Jeffrey Pridgett)

Discussion:

As part of its mission to support local law enforcement, the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) created a paperless firearm tracing system known as eTrace. The system is a valuable tool in tracing firearms that can be utilized to solve individual cases, maximize investigative information available to identify illegal firearm traffickers, and to reduce firearm-related crimes and violence.

The purpose of this memorandum of understanding (MOU) is to establish an interagency agreement governing the access and utilization of eTrace between the Marana Police Department (MPD) and the ATF. In addition, the MOU will designate a primary and alternate point of contact within MPD. The agency point of contact will be charged with ensuring adherence to the MOU between the ATF and MPD. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user account.

Staff Recommendation:

Staff recommends approval of Resolution No. 2026-053.

Suggested Motion:

I move to adopt Resolution 2026-053, approving and authorizing the Chief of Police to execute the memorandum of understanding between the Marana Police Department and the Bureau of Alcohol, Tobacco, Firearms, and Explosives for access and to utilize the eTrace system.

Attachments

Resolution No. 2026-053

Exhibit A to Resolution No. 2026-053

MARANA RESOLUTION NO. 2026-053

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING REGARDING THE ETRACE INTERNET BASED FIREARM TRACING APPLICATION BETWEEN THE MARANA POLICE DEPARTMENT (MPD) AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS, AND EXPLOSIVES (ATF) FOR ACCESS AND UTILIZATION OF ETRACE SERVICES

WHEREAS the ATF created a paperless firearm trace submission system and trace analysis application known as eTrace, which is available to be used by local law enforcement agencies; and

WHEREAS eTrace is a valuable tool for the firearm tracing process that can be utilized to solve individual cases, maximize the investigative information available for use in identifying potential illegal firearms traffickers, and supplement the analysis of gun crime trends and trafficking patterns to help reduce firearms-related crime and violence; and

WHEREAS public agencies may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq. and 31 U.S.C. § 6305, et seq.; and

WHEREAS the Town of Marana, through its Police Department, seeks to have access and to utilize the eTrace system; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this Memorandum of Understanding with the ATF to allow MPD access and utilization of the eTrace system and services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Memorandum of Understanding Regarding The eTrace Internet Based Firearm Tracing Application between the ATF and MPD, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

MEMORANDUM OF UNDERSTANDING REGARDING THE eTRACE INTERNET BASED FIREARM TRACING APPLICATION

Memorandum of Understanding
between the
MARANA POLICE DEPARTMENT
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.
Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Phoenix Field Division

Address: 40 N Central Avenue
Suite 1000
Phoenix, Arizona 85004

	Designated ATF Contact	Alternate ATF Contact
Name:	Darrell Smith	
Title:	Crime Gun Intelligence Coordinator	
Phone #:	(602) 809-0794	

Participating Law Enforcement Agency Name: MARANA POLICE DEPARTMENT

Agency Address: 11555 W CIVIC CENTER DR
BLDG D
MARANA, AZ 85653

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	BRIAN ARONSON	TAYLOR PITZER
Title:	CRIME SCENE PROPERTY & EVIDENCE SUPERVISOR	CRIME SCENE SPECIALIST
Phone #:	(520) 382-2010	(520) 382-2033
Email Address:	BARONSON@MARANAAZ.GOV	TPITZER@MARANAAZ.GOV
Date of Birth:	On File	On File
Signature:		
Date:		

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.

3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should either be mailed to the ATF National Tracing Center at the address below, or scanned and emailed to eTraceAdmin@atf.gov.

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 01540
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections1001 and 1030.

- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.

- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112–55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.

- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**

- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.

- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".

- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their

community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

Signature Date (Chief Law Enforcement Official)	Signature Date (ATF - Special Agent in Charge or designee)
JEFFREY PRIDGETT Name	A.J. Gibes Name
CHIEF OF POLICE Title	Special Agent in Charge Title
MARANA POLICE DEPARTMENT Agency/Department	Phoenix Field Division ATF Field Division

Council-Regular Meeting **C7**

Meeting Date: 08/04/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-054: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Dark Fiber Services License Agreement issued to MMR Fiber Solutions, LLC (Jane Fairall)

Discussion:
MMR Fiber Solutions, LLC ("Licensee" or "MMR")) applied to the Town for a license agreement to install, operate, maintain and repair cable containing bundles of multiple optical fibers within the Town rights-of-way for the purpose of providing Dark Fiber Services. "Dark Fiber" means fiber optic strands that Licensee has laid or installed, but that are not currently being used in fiber-optic communications. "Dark Fiber Services" means fiber-optic cables and strands of fiber-optics that are installed in the public utility easement (PUE) of right-of-way (ROW) to be leased, rented, or sold to an entity that will install and operate the necessary optical electronic equipment for data communications. Dark Fiber Service is not a Telecommunications Service as defined in A.R.S. §9-581. Licensee shall not offer Telecommunications Services without obtaining a separate License from the Town.

Town staff has negotiated the proposed agreement with MMR, which generally follows the same standard form of agreement that the Town Council has previously approved for the placement of fiber in the Town's right-of-way.

Under the terms of the agreement, MMR is granted the nonexclusive and revocable right to construct, install, operate, and maintain its infrastructure and communication facilities and equipment in the Town's right-of-way and, if approved by the Town, on other Town property. To exercise this right, MMR will be required to apply to the

Town for right-of-way permits in each area where MMR desires to install its system, and to comply with the Town's right-of-way permit specifications and the Town's construction specifications, attached to the agreement as Exhibits A and B, respectively. The agreement has an initial term of 5 years. Upon termination of the agreement, MMR will either be required to remove its equipment and facilities from the right-of-way and restore the right-of-way to its previous condition, or may be permitted by the Town to abandon certain facilities in place. MMR is partnering with Bicentel, LLC on this project; a license agreement for Bicentel, LLC is also on tonight's Council agenda.

Financial Impact:

The agreement requires that MMR pay an annual fee in the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use. The annual fee will be adjusted annually based on the percentage of change in the consumer price index ("CPI") for the previous 12-month period, except that in no event will the fee be reduced from one year to the next. If MMR desires to use any Town-owned conduit for its facilities, MMR must pay the Town $0.40 per foot, per year for such conduit use. The agreement also provides that MMR may provide in-kind services to the Town to offset fees due to the Town, by installing additional conduit or additional dark fiber strands to be dedicated to the Town's ownership and use when the parties agree. Finally, MMR must pay the Town's standard right-of-way permitting fees as set forth in the Town's comprehensive fee schedule.

Staff Recommendation:

Staff recommends approval of the License Agreement.

Suggested Motion:

I move to adopt Resolution No. 2026-054, approving and authorizing the Mayor to execute the Town of Marana Dark Fiber Services License Agreement issued to MMR Fiber Solutions, LLC.

Attachments

Resolution No. 2026-054

Exhibit A to Resolution - License Agreement

MARANA RESOLUTION NO. 2026-054

RELATING TO TRAFFIC AND HIGHWAYS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN OF MARANA DARK FIBER SERVICES LICENSE AGREEMENT ISSUED TO MMR FIBER SOLUTIONS, LLC.

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to exercise exclusive control over the streets, alleys, avenues and sidewalks of the town; and

WHEREAS MMR Fiber Solutions, LLC applied to the Town for permission to use the public rights-of-way within the Town to install, operate, maintain and repair cable containing bundles of multiple optical fibers within the Town rights-of-way for the purpose of providing Dark Fiber Services; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this Dark Fiber Services License Agreement with MMR Fiber Solutions, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Town of Marana Dark Fiber Services License Agreement issued to MMR Fiber Solutions, LLC, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA DARK FIBER SERVICES LICENSE AGREEMENT ISSUED TO MMR FIBER SOLUTIONS, LLC

THIS LICENSE AGREEMENT ("License" or "Agreement") is issued by the Town of Marana, an Arizona municipal corporation ("Town") to MMR Fiber Solutions, LLC, a Delaware limited liability company ("Licensee"). The Town and Licensee are each a "Party" and collectively the "Parties".

RECITALS

A. On or about _____, Licensee applied to the Town for permission to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the Town rights-of-way for the purpose of providing Dark Fiber Services (defined hereinafter) as appropriate, subject to the requirements of this Agreement; and

B. By the authority conferred by A.R.S. § 9-240 and Marana Town Code Chapter 12-7, the Town is authorized to grant this License; and

C. The Town Council has authorized the Mayor or designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the Town or on other Town-owned property to provide Dark Fiber Services as appropriate.

LICENSE

NOW, THEREFORE, Town hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meanings as defined in Chapter 9-9 of the Marana Town Code and A.R.S. § 9-1401.

"Effective Date" means the date of the signature of the last Party to sign this License.

"Commercial Mobile Radio Service" has the same meaning as defined in A.R.S. § 9-581(1), as amended.

"Dark Fiber" means fiber optic strands that Licensee has laid or installed, but is not currently being used in fiber-optic communications.

"Dark Fiber Services" means fiber-optic cables and strands of fiber-optics that are installed in the public utility easement (PUE) of right-of-way (ROW) to be leased, rented, or sold to an entity that will install and operate the necessary optical electronic equipment for data communications. Dark Fiber Service is not a Telecommunications Service as defined in A.R.S. §9-581. Licensee shall not offer Telecommunications Services without obtaining a separate License from the Town. The term does not include commercial mobile radio services, pay phone services, interstate services, cable TV or video services provided by a cable system operator or a video service operator.

"Day" means calendar day unless noted otherwise.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from its customers for Dark Fiber Services that are provided to its customers through the System located at least in part on Public Property.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"License" means this non-exclusive authorization granted by the Town to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means, MMR Fiber Solutions, LLC, a Delaware limited liability company with its principal place of business at 3610 N 44th St. Suite 250, Phoenix, AZ, 85018 to which this License is granted.

"Licensor" means the Town of Marana, Arizona, a municipal corporation of the State of Arizona as represented by the Town Council and acting through the Town Manager or the Town Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Public Property" means Public Rights-of-Way within the Town or other Town-owned property.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the Town's corporate boundaries.

"Right-of-Way Permit" means the nonexclusive permission granted by the Town to Licensee within the Public Rights-of-Way for the specific location of Licensee's System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the Town Code, applicable Rights-of-Way construction regulations, and other applicable law.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the Town on other Town-owned property, and which are used to provide Dark Fiber Services.

"Town" means the Town of Marana, Arizona.

"Town Council" means the Council of the Town of Marana.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Marana Town Code, and Arizona and federal law, the Town grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other Town-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the Town for right-of-way permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. All permit applications shall also comply with the Right-of-Way Permit Specifications attached to and incorporated within this License as **Exhibit A**. The Town may approve, deny, or conditionally approve Licensee's right-of-way permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the Town Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, Licensee may place its System on property owned by third parties, such as an electric utility company or other private property owners, provided, however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way construction regulations and is installed underground in accordance with applicable law including the Marana Town Code. Upon request from the Town, Licensee must promptly furnish to the Town documentation of the third-party property owner's permission. By executing this License, the Town does not waive any rights that the Town may have against any public utility or other third party to require such owners to obtain the Town's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the Town. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the Town until Licensee has applied for and received approval for a right-of-way permit under Chapter 12-7 of the Marana Town Code. Additionally, Licensee must comply with all other provisions of the Marana Town Code including, but not limited to, Chapter 17-4 related to zoning, Chapter 17-13 related to grading and related site work, and other applicable Town regulations.

2.1.4 Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other Town-owned property is subordinate to any Town prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements, provided, however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

2.1.5 Nothing in this License will be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining the Town's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the Town, to remove, relocate, or abandon in place Licensee's System to accommodate the Town's projects and activities. The Town will not be liable for Licensee's lost revenues, however caused, due to any Town activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of Town facilities and any other lawful project or activity in the Public Rights-of-Way, provided, however, the Town's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Dark Fiber Services in the Town of Marana. Licensee represents and warrants that Licensee does not provide services that are considered telecommunications services, multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee possesses a CC&N,

Licensee shall furnish a copy to Town prior to the Effective Date; (iii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to Town as provided in this License within 30 days of receipt; and (iv) Licensee will indemnify, defend, save, and hold harmless the Town as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit within the Public Rights-of-Way or on other Town-owned property.

2.2.4 Licensee must obtain the proper and necessary right-of-way or other permit before Licensee begins any work or construction in the Public Rights-of-Way or on other Town-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee must install and construct Licensee's System in accordance with the Marana Town Code, all other Town construction specifications and regulations, and the construction specifications set forth in **Exhibit B**. This License permits Licensee's construction of its System within the Public Rights-of-Way or on other Town-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Marana residents and other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the Town for approval, which approval the Town will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Pima Association of Governments as amended (hereinafter referred to as the "PAG Specs"), the Town supplements to the PAG Specs, and all lawful and reasonable requirements of the Town, and must follow and comply with industry best practices and standards.

2.2.6 Any changes to the System must be approved in writing by the Town Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by Town in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate Town and third-party facilities, and which are subject to materials testing pursuant to the PAG Specs and the Town supplements to the PAG Specs. All testing results must be sent to the Town within three business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the Town to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the Town Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit a right-of-way permit application(s) together with the details, plans, and specifications for the Town's review and approval, and pay all applicable application, review, and inspection fees before any construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System, including related facilities or equipment, are depicted on the map attached and made a part of this License as **Exhibit C** ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the Town as part of the right-of-way permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.6 below. Proposed locations of the System that are part of any right-of-way permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit C and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the Town through the Right-of-Way Permit process, Licensee has expressed its intent and the Town has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect Town streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the Town Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial right-of-way permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the right-of-way permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System (except that aerial overlashing is not permitted), attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the Town to use the Public Rights-of-Way and on other Town-owned property. Under this section, Licensee must first provide written notice to the Town of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement. If the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the Town for use of the Public Rights-of-Way. Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the Town to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the Town Engineer.

3.3 Compliance with Laws. Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Marana Town Code, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. H owever, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4 Reports.

3.4.1 Upon request, Licensee will provide to Town copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.4.2 In addition to the reports required in Section 4.2.5 of this License, upon Town's request, Licensee will provide Town with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.5 Non-Interference.

3.5.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other Town-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the Town's jurisdiction as described in the PAG Specs, Town supplements to the PAG Specs, and the Town's rules and regulations. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the Town and furnish them to Town within

60 days of installation. Licensee must furnish such information in an electronic format compatible with the then-current Town electronic format.

3.5.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other Town-owned Property as may be necessary to facilitate any public purpose or any Town project or activity whenever directed to do so by Town in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from Town including the Town's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and right-of-way permit. Licensee must reimburse the Town for any direct or indirect damages incurred by the Town because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.5.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repairing any portion of its System in the Public Rights-of-Way and on other Town-owned property. Notwithstanding the foregoing, Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the Town for such repairs. Licensee will notify Town, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER TOWN-OWNED PROPERTY

4.1 Application Fee. Licensee must pay the Town an application fee in the amount set forth in the Town's comprehensive fee scheduled approved by the Town Council and amended from time to time to process the application for this License before approval of this License is submitted to the Town Council.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other Town-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The Town will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use. Town may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other Town-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use.

4.2.5 The Town shall calculate the first Annual Fee based on the number of linear feet specifically identified by Licensee for installation in the first year of this Agreement in Licensee's plans and specifications. The first Annual Fee shall be due and payable 60 days after the Effective Date. Subsequent payments shall be made within 60 days of each anniversary date of the original Effective Date.

4.2.6 On the annual anniversary of the Effective Date, Licensee will report to the Town the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other Town-owned property. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on Town-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 below for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other Town-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the 12 consecutive months prior to the anniversary date of the Effective Date and multiply this amount by 3%. The Licensee must pay, and the Town must receive, any Annual Fee that is due before the Town will issue any new right-of-way permits for additional facilities or equipment in the Public Rights-of-Way or other Town-owned property.

4.2.7 The Annual Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous 12-month period. Any increase in the Annual Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous 12-month period. If the BLS ceases publication of the specified CPI, Town and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use Town's Conduit. If Licensee wishes to occupy conduit owned by the Town located within the Town and which Town controls, Licensee must pay the Town $0.40 per foot, per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the conduit is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the Town's conduit(s) must be reflected in Exhibit C.

4.4 In Kind. Town may from time-to-time request Licensee to install additional conduit or additional dark fiber strands to be dedicated to Town's ownership and use for any purpose ("Town Dedicated Conduit/Dark Fiber") in segments of the System that, at the time of the request, have not yet been constructed. Licensee shall evaluate such requests and engage in good faith discussions with Town as to the schedule, specifications, fair market value, and other terms and conditions of Licensee's construction of such Town Dedicated Conduit/Dark Fiber. If the Parties agree on such terms and conditions, which shall be memorialized in writing, then upon Licensee's completion of construction of the Town Dedicated Conduit/Dark Fiber, Licensee shall dedicate the same to Town by a bill of sale substantially in the form attached hereto as **Exhibit D**. The Town Engineer and IT Director or their designees shall sign off on the bill of sale. The agreed upon fair market value of Town Dedicated Conduit/Dark Fiber in a given year shall be an offset against the total amount next due and payable by Licensee to Town. Unless otherwise agreed to by the Parties, the fair market value of Town Dedicated Conduit/Dark Fiber shall be the sum of: (i) Licensee's actual incremental cost of installing the Town Dedicated Conduit/Dark Fiber, and (ii) a proportionate share of Licensee's fixed costs of installation of the segment of the System in which the Town Dedicated Conduit/Dark Fiber is located, calculated based on the total linear feet of the Town Dedicated Conduit/Dark Fiber as a percentage of the total linear feet of the conduit installed in such segment of the System.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the Town by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of 1.5% per month.

4.6 Invoice and Payment Information:

4.6.1 The Town will send invoices for fees and charges under this License to Licensee at the following address:

Attn: MMR Fiber Solutions
3610 N 44th St. Suite 250
Phoenix, AZ, 85018

Invoicing contact information: sschmidt@southwesternpower.com
Submit invoices to:
southwesternpowergrouap@mmrgrp.com
Invoicing/Payment Questions:
sschmidt@southwesternpower.com

4.6.2 Licensee will send payment to the Town under this License made payable to the "Town of Marana" at the following address:

Town of Marana
ATTN: Finance
11555 W. Civic Center Drive
Marana, AZ 85653
Phone: 520-382-1990
Email: financemgr@maranaaz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable Town, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth in this Section 4, Licensee shall pay all regular Town fees and charges for Right-of-Way Permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by Town and applicable to persons doing work in the Public Rights-of-Way or on Town-owned property at the time of Licensee's application(s). If the Town reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications, and construction of the System, Licensee must reimburse the Town for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within 45 Days after the Effective Date of this License, Licensee must deposit with the Town one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $150,000 ("LOC"); or (ii) a cash bond in the amount of $150,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in **Exhibit E**. The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any Town department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the Town that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will not be required to replenish any draw down of the LOC or Bond during the term of this License, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the Town by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the Town Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the letter of credit are in addition to all other rights of the Town, whether reserved by

this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the Town may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the Town by presentation of written notice to Licensee as provided in this License, signed by the Town Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the Bond are in addition to all other rights of the Town, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the Town may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights-of-Way or other Town-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the Marana Town Code, Town of Marana rules and regulations, and the PAG Specs and the Town's supplements to the PAG Specs, reasonably satisfactory to the Town Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then Town shall have the option, upon 15 days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the Town at Town's standard rates, plus an administrative fee of 15%. Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by Town, Licensee must, within 30 days, reimburse Town for such costs. Licensee agrees to pay within 30 days from the date of issuance of an invoice and explanation of costs and fees from Town.

SECTION 5. TERM OF LICENSE

5.1 The right, privilege and term of License granted herein shall continue and exist for a period of five years from the effective date, unless sooner revoked or cancelled.

5.2 At any time prior to the cancellation, revocation or termination of this License, Licensee may apply to the Town for a renewal of the License in accordance with and subject to the then-existing Town and state laws and license forms. If the Parties are actively negotiating in good faith for a new license or an amendment to this License upon the termination date of this License, the Parties by written mutual agreement may extend the termination date of this License to allow for further negotiations. Such extension period shall be deemed a continuation of this License and not as a new license or amendment.

SECTION 6. ACCEPTANCE AND VALIDITY

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed Town's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of Town to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities

including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The Town in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The Town of Marana, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The Town of Marana its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the Town of Marana.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The Town of Marana its agents, representatives, officers, directors, officials, employees, and volunteers must be named as

an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or Town-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Technology E&O	$5,000,000
Data Breach Liability	$5,000,000
Sublimits:	
Privacy Breach Expenses	$2,000,000
Public Relations Expenses	$2,000,000
Network Extortion	$2,000,000
Network Business Interruption	$2,000,000
Network Asset Damage	$2,000,000
Privacy Regulatory Proceedings, Fines & Penalties	$500,000

(a) If the insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three years following termination or expiration of this Licensee. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.

(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the Town, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after 30 days' prior

written notice has been given to the Town. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

Town of Marana
Attention: Risk Manager
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1917

With a copy to: Town Attorney
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1941

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. Town in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish Town with certificates of insurance (ACORD form or equivalent approved by Town) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the Town of Marana Risk Manager at the address listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At Town's request, Licensee must make certified copies of all insurance policies required by this Licensee available for Town's review through a representative and at a location within Pima County, Arizona designated by Licensee.

7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name Town of Marana as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Risk Manager, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless Town and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other Town-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or Town-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other Town-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance

of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other Town- owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by Town or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence Town may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of Town; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other Town-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the Town or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public Rights-of-Way or Town-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other Town-owned property (such as Licensee's consulting design engineers).

7.12 Limitation of Liability. To the extent permitted by law, neither Party will be liable to any third parties for any indirect, special, incidental, consequential, exemplary, or punitive damages arising out of or related to this License.

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the Town by an ordinance or resolution passed by the Marana Town Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of Town, which consent will not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the Town's consent.

8.3 Notice to Town. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and Town. Licensee must provide Town a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the Town within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the Town for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the Town for the right to continue assumption of

control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Marana Town Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without Town Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in Town in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's System in Town if the purchaser has the resources and ability to fulfill the obligations of this Agreement, provided that no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees in writing to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the Town a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee will be required to pay a new license application fee in the amount set forth in the Town's comprehensive fee scheduled approved by the Town Council and amended from time to time to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted Town under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of Town to use all the Public Rights-of-Way and other Town-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of- Way and on other Town-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any Town franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five business days from the date of notice from the Town constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of

Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Marana Town Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of a right-of-way permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate right-of-way permit to perform work on Public Property.

10.3 Town's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, Town may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Town's option: (i) revoke any or all right-of-way permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The Town's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the right-of-way permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by Town or pledged or otherwise obligated to Town by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which Town may be entitled, subject only to the limitation set out below on Town's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that Town suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by Town, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to Town as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The Town may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	**Violation Use Fee Description**
$600	Licensee's failure to properly restore Public Property within five business days after notice, or timely perform work within five business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy Inconvenience Costs that Town suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fees does not in any way excuse

any breach by Licensee of this License or limit in any way Town's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fees does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fees.

10.5 Enforcement of Violation Use Fees: Appeal. The Town Engineer is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and Town-owned property through Violation Use Fees. The Town Engineer will issue a warning for the first violation by a Licensee under this section. The Town Engineer will issue notice to the Licensee as listed in Section 14.16. If the Town determines that Licensee is liable for a Violation Use Fee, the Town will issue to Licensee a notice of Town's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the Town's notice or may request a review hearing of the notice of violation before the Town Manager or designee. The review hearing shall be conducted in an informal manner and rules of evidence shall not apply.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the Town is authorized to issue notices of violation of this License, prosecute violations of the Marana Town Code, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and Town-owned property. The Town Engineer will issue a warning for the first violation by a Licensee under this section. The Town Engineer will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by Town to demand any performance required of Licensee under this License, and no acceptance by Town of any imperfect or partial performances under this License, will excuse such performance or impair in any way Town's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by Town of payments or other performances hereunder will be deemed a compromise or settlement of any right Town may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by Town of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent Town from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by Town or Licensee concerning payments or other performances due hereunder, or failure by Town to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop Town (or otherwise impair Town's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against Town unless made in writing by a duly authorized representative of Town specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of Town's Expenses. Licensee must pay to Town within 45 days after Town's demand all amounts expended or incurred by Town in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from Town) together with interest thereon at the rate of 1% per annum from the date expended or incurred by Town.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. If the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two years for reasons other than Force Majeure, or if such System or

property has been installed in any Public Rights-of-Way or other Town-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the Town, begin removal of the System and related appurtenances from the Public Rights-of-Way and other Town-owned property other than such underground facilities which the Town may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other Town-owned property or other area from which such property has been removed to a condition satisfactory to the Town subject to the Town's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other Town-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other Town-owned property without the consent of the Town 180 days after the revocation of the License will be at the option of the Town considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with any applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the Town may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in the Marana Town Code and subject to these terms and conditions, this License may, after Town Council consideration, be revoked, altered, or suspended by the Town as the Town deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If Town incurs any liability, obligation, damage, cost, expense, or other claim of any description for which the Town is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the Town, unless Licensee gives prompt statement or notice to Town of Licensee's commitment to indemnify, defend, and hold Town harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold Town harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the Town harmless; and (ix) Licensee is found liable under Section 10 for five public safety violations within a period of 12 consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the events described in Section 12.1 occur, Licensee must cure the default within 60 days after receipt of notice from the Town. Licensee will be held in material breach under this Section 12: (i) if Licensee fails to cure the license event of default listed in Section 12.1 within 60 days after notice from the Town; or (ii) if a license event of a default listed in Section 12.1 cannot be cured within 60 days after notice from the Town and Licensee fails to begin and diligently pursue to cure the default.

12.3 Town Determination; Town Council Consideration. If Licensee is held in material breach as provided in Section 12.2, the Town will notify Licensee as provided in Section 14.16 of the Town's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. The Town will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date

and time of the Town Council meeting when the matter will be heard and the principal reasons for the proposed action. The Town Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the Town's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the Town may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other Town-owned property and restore the Public Rights-of-Way and other Town-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the Town may perform the work and collect the Town's cost from Licensee. At the Town's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other Town-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the Town or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other Town-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other Town-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the Town upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the Town.

13.3 Termination by Licensee. Licensee may terminate this License for convenience upon 180 days' written notice to the Town.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the Town Engineer has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The Town may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The Town may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the Town.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the Town is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 *et seq.*).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and Town ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Non-Enforcement by the Town. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the Town's failure to insist upon or to seek compliance with any term and condition.

14.8 License Documents. Licensee must submit to the Town the letter of credit or bond and insurance certificates as required by the License within 45 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.9 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.10 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the Town in writing as provided in Section 14.16.

14.11 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the Town under A.R.S. § 38-511.

14.12 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Town Council, or any employee of the Town has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the Town has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.13 Independent Contractor. Any provision in this License that may appear to give the Town the right to direct Licensee or Licensee the right to direct the Town as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.14 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Pima County, Arizona.

14.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee:	MMR Fiber Solutions 3610 N 44th St. Suite 250 Phoenix, AZ, 85018
With a copy to:	Troy Kelley 3610 N 44th St. Suite 250 Phoenix, AZ, 85018
To the Town:	Town of Marana Attention: Town Manager's Office 11555 W. Civic Center Drive Marana, Arizona 85653

With a copy to: Town of Marana
Attention: Legal Department
11555 W. Civic Center Drive
Marana, Arizona 85653

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.16 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.17 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the Town and available for inspection, constitute the entire agreement between the Town and Licensee with respect to the transactions contemplated herein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A - Right-of-Way Permit Specifications
Exhibit B - Construction Specifications
Exhibit C - Service Area
Exhibit D - Form of Bill of Sale of Licensee-Built Town Dedicated Conduit/Dark Fiber
Exhibit E - Standards for Letter of Credit

14.18 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.19 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.20 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to

be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.22 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the Town, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of Pima County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the Town's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.23 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to Town staff of any Town department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Town from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A. A breach of this warranty will be deemed a material breach of this License and may be subject to penalties up to and including revocation of the License. Town retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

14.25 Lawful Presence Requirement. A.R.S. §§ 1-501-502 prohibit the Town from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Town-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.26 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.27 Data Confidentiality and Data Security. As used in this License, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the

other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.28 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and always protected by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the Town contact. Licensee agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.29 Public Emergency. Town shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the Town Manager, Police Chief, Town Public Works Director, or Town Water Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the Town or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the Town of the public emergency and the action taken by the Town as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by Town.

14.30 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the License or proof of membership must be filed with the Town.

14.31 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the Town including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Pima County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

[Remainder of page left blank; signature page follows]

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the date of the last Party's signature below (the "Effective Date").

"**TOWN**":
Town of Marana, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

"**LICENSEE**":
MMR Fiber Solutions, LLC, a Delaware limited liability company

By: Troy Kelley

Name: Troy Kelley

Title: Operations Manager

Date: 6/1/2026

State of Arizona)
ss
County of Maricopa)

The foregoing instrument was acknowledged before me on June 1, 2026, by Troy Kelley, Operations Manager of MMR Fiber Solutions, LLC, a Delaware limited liability company, on behalf of the LLC.

(Seal)

JESSICA MUNOZ
Notary Public - Arizona
Maricopa County
Commission # 633420
My Comm. Expires Jul 31, 2026

Jessica Munoz
Notary Public

EXHIBIT A
Right-of-Way Permit Specifications

A. Licensee's overall Town final construction plan shall designate geographic areas approved by the Town in each of which Licensee shall apply for an individual permit (an "Area Permit").

B. All Right-of-Way Permits shall be subject to the Town's general permit requirements, subject to the exceptions and additions noted below. For the avoidance of doubt, in the event of a conflict between the Town's general permit requirements and this Exhibit A, this Exhibit A shall govern.

C. Licensee shall, at the time it applies for each Area Permit:

1. Submit to the Town Engineer the permit application information, which shall identify the specific location of the Public Rights-of-Way in which the proposed construction is to take place, which shall include:

   a. The geographic overview of the extent of the projected Public Rights-of-Way to be permitted by the Area Permit.

      i. To conform with Marana Town Code Section 12-7-5(B)(5)(a), Licensee will use the Town supplied 2024 (or later) imagery layer to depict the pavement, curbs, driveway, sidewalks and landscaping;

      ii. To conform with Marana Town Code Section 12-7-5(B)(5)(b), Licensee will depict all relevant Town utilities and structures requested by Licensee and provided to the Town.

   b. The Design Plan (showing the north arrow, design details, method of construction details, restoration details, locations of proposed conduits and structures) shall be prepared at a print sizing of 24" x 36". The diagraming shall include:

      i. North Arrow correctly oriented.

      ii. Labels for streets and cross streets.

      iii. Parcel address numbers where applicable.

      iv. The size, type, and approximate running line of new duct and fiber facilities.

      v. The size, type, and approximate placement of Licensee handholes and service boxes, pull points, and junctions.

      vi. The construction techniques to be used in accomplishing the installation.

      vii. Typicals will include:

         1. Bore, trench, structure installation and restorations typicals

         2. Standard offset from curb or sidewalk

   c. Typical Traffic Control Plans for traffic lanes and sidewalks per the federal Manual Uniform Traffic Control Devices guidelines.

   d. Preliminary schedule of the work to be performed.

   e. Sample of the notification letter/door hangers.

   f. Marana Business License for Licensee and contractors and subcontractors.

   g. Certificate of Insurance as described by the License.

   h. Certificate of Insurance for any and all contractors and subcontractors.

   i. Performance Bond as described by the License

2. Verify that Licensee has obtained, or will obtain prior to commencing the construction, approval for the placement of the facilities and any required permits from any other entity (not including departments or

agencies of the Town) whose approval is required by law.

3. Be current on all applicable fees for the requested permit or permits.
4. Submit the Area Permit application through the Town portal.

D. Upon reasonable consideration of the dates requested by the Licensee and other planned and/or ongoing construction work in the affected Public Rights-of-Way, and without causing material delay to Licensee, the Town Engineer, after consultation with Licensee, shall determine the timing of the proposed construction and duration of Area Permits. It is anticipated Area Permits will be effective for no less than 12 months with the option to renew for additional six-month periods as needed.

E. In addition to the Area Permit, Licensee shall apply for and be granted a Blanket Permit to install Service Drops. A Service Drop shall be defined as a singular network extension from the existing Licensee Infrastructure to a building or structure where a service request has been made.

1. A Simple Drop shall be defined as a singular from the ROW to private property and terminating to the same private property.
2. A Complex Drop encompasses any Service Drop that is constructed underneath hardscape Town assets such as sidewalks.
3. A single Blanket Permit application shall be submitted at the end of each calendar month and consist of a list of:
    a. The address of each Service Drop installation for the previous calendar month.
    b. The designation of each Service Drop as Simple or Complex.
    c. Dates during which any excavation occurred for each Service Drop.
    d. Brief description for each Service Drop.
    e. Quality photos of the restoration of each Service Drop.
4. Blanket Permits for Service Drops are subject to the notification, inspection, and restoration requirements of the Area Permit.

F. Licensee shall publicize scheduled work related to the construction of the System by providing:

1. Written notice of the work to the Public Works Director or his/her designee at least 30 days before the commencement of the work and no later than ten days prior to beginning construction along any specific portion of the Public Rights-of-Way,
2. Notification to those persons affected by the construction not less than three days prior to construction. Affected persons may be notified by mail, distribution of flyers, and door hangers to residences.
3. Any lane closures or full closures will require a traffic alert with a minimum of five business days' notice
4. Licensee shall create and maintain a website for public dissemination of the general progress and updates to provide adequate notice to affected persons.
5. Any notification must provide adequate information to notify the affected persons of the construction work that is to be undertaken, as well as the name and telephone number of a contact person designated by Licensee to respond to affected persons.

EXHIBIT B
Construction Specifications

A. All construction in the Public Rights-of-Way by the Licensee shall be subject to the Town's general Public Rights-of-Way construction and restoration requirements, subject to the exceptions and additions noted below. For the avoidance of doubt, in the event of a conflict between the Town's general construction and restoration requirements and this Exhibit B, this Exhibit B shall govern.

B. Licensee agrees that construction of facilities in the Public Rights-of-Way shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, storm or sanitary sewers, traffic signals, street lights, and other utilities and conduits in the Public Rights-of-Way, or with the public's use of the Public Rights-of Way, and shall to the maximum degree feasible, be coordinated with any construction being simultaneously undertaken at the same location by another provider of telecommunications, broadband, or cable service, or by a provider of utilities. A drawing showing the location of the work or the use requested in the permit application and any associated equipment, together with typical Traffic Control Plan (TCP) plans, shall be submitted with the Area Permit application. The TCP plan shall be separate from drawings identifying the typical location within each Public Rights-of-Way in which the proposed construction is to take place. The TCP plan must meet the requirements of the current version of the Manual on Uniform Traffic Control Devices.

C. Licensee will comply with the Town's construction noise ordinance, as it is in effect at the time construction is occurring, regardless of the date of permit issuance date.

D. The following exceptions to the Town's general Public Rights-of-Way construction and restoration requirements shall apply:

1. Licensee shall be permitted to deploy at any one time, without separate written permission from the Town Engineer, at least one but no more than 20 excavation crews. Permission may be granted for deployment of more than 20 crews, or for crews in excess of the stated size, upon submission of a written request and coordination with the Town Engineer.
2. After work is started in one Area Permit, a new permit may be filed by Licensee for the next Area Permit. Work in up to three permit regions may be permitted simultaneously provided field work progress, including resolution to any issues that may arise in due course of the work that have been identified are proactively being addressed to the satisfaction of the Town Engineer.
3. The typical depth of the underground facilities may be 24 inches from the existing grade in all road classifications except those non-residential roads classified as Major Streets at the time the permit is issued and as depicted on the Marana interactive Web Viewer.
    a. Underground facilities placed in nonresidential streets that are classified as Major Streets may be placed at 48 inches from the existing grade.
4. Licensee shall provide the name and contact information for Licensee's liaison who will participate in contact meetings with Town permit staff to ensure traffic and parking impact information has been provided for the current Permit for 311 and communication purposes.

E. In compliance with Marana Town Code and regulations, and any Town-approved exceptions to the Code or regulations, Licensee will primarily utilize directional boring or similar construction techniques for the underground facilities installations and will comply with the following:

1. Licensee shall install HDPE micro ducts bundled as the fiber network design requires with individual ducts no greater than 1 inch in outside diameter. Individual ducts may be sheathed together in one or more bundles.
2. Installation of extra conduits will be placed on an as needed basis according to the Licensee network design criteria.
3. Town will not require the encasement in concrete and magnetic tapes not practical for boring methodologies. However tracer wire will be placed with underground installations, such that the conduit

can be located per blue stake laws.

4. Licensee shall be responsible for verifying the location of all underground utilities in accordance with the "blue stake" provisions of state law, A.R.S. § 40-360.22. The excavator shall visually check the drill head each time it passes through potholes, entrances and exit pits, including during pullback. The pothole excavation in paved areas shall be restored to the extent of the excavation as described in this Exhibit C or other construction plans.
5. Licensee shall follow standard pothole restoration for boring methodology regardless of pavement condition:
    a. Edges of pothole to be saw cut with lines either perpendicular or parallel to direction of travel or by circular cores not to exceed 8" diameter.
    b. Sand layer may be used to encapsulate existing and proposed utilities with at least 1" of cover.
    c. Layered with flowable cementitious slurry approved by the Town Engineer.
    d. Topped with the Perma-Patch products, a hot asphalt mix, or other material approved by the Town Engineer.
    e. Compacted prior to traffic
    f. Pothole restoration to be performed in one square foot increments not to exceed two square feet total.

EXHIBIT C
Service Area

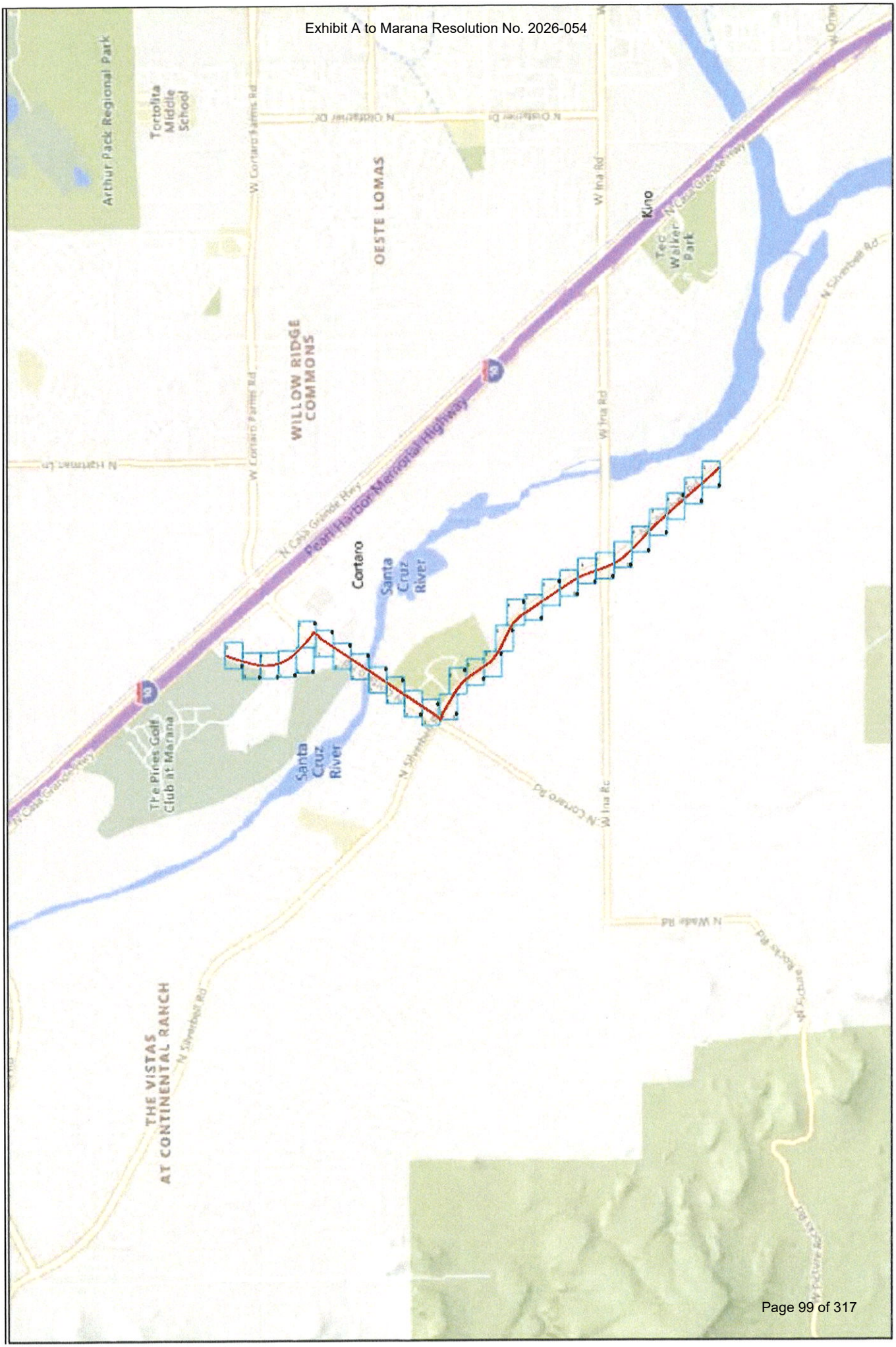

Arthur Pack Regional Park
Tortolita Middle School
OESTE LOMAS
WILLOW RIDGE COMMONS
Pearl Harbor Memorial Highway
Kino
Ted Walker Park
Cortaro
Santa Cruz River
Santa Cruz River
The Pices Golf Club at Marana
THE VISTAS AT CONTINENTAL RANCH
W Ina Rd
W Cortaro Farms Rd
N Silverbell Rd
N Wade Rd
N Sandario Rd
N Picture Rocks Rd

EXHIBIT D
Bill of Sale of Licensee-Built Town Dedicated Conduit/Dark Fiber

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, _____, a _____ limited liability company ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the Town of Marana, an Arizona municipal corporation, as represented by the Town Council and acting through the Town Manager or the Town Manager's designee ("Buyer"), all of its right, title, and interest in and to the Town Dedicated Conduit/Dark Fiber, as such term is defined in the Telecommunication Services and Interstate Telecommunication Services License issued to _____, dated as of the last date of signature thereto (the "License Agreement") by and between Seller and Buyer, and as further described pursuant to written agreement between Buyer and Seller dated [•], and in Table 1 below, to have and to hold the same unto Buyer, its successors and assigns, forever.

1. The Dedicated Conduit/Dark Fiber shall follow a Route as generally depicted on the map attached to this Bill of Sale as Attachment 1. The Dedicated Conduit/Dark Fiber shall begin and end at the Points described in Table A.1 below.

Table A.1

Route #	Starting Point	Ending Point	Conduit Footage	Sale Price
			Total:	

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically agreed upon in writing between Seller and Buyer in the License Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of [•].

_____	Town of Marana
By: SAMPLE ONLY	By: SAMPLE ONLY
Name:	Name:
Title:	Title:

Attachment 1 to Bill of Sale

Map of Town Dedicated Conduit/Dark Fiber

EXHIBIT E
Standards for Letter of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

   1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
   1.2 The Letter of Credit is payable to Town upon presentation of Town's draft.
   1.3 Town may make partial draws upon the Letter of Credit.
   1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
   1.5 Within ten days after Town's draft on the Letter of Credit is honored, Town must make the original of the Letter of Credit available to the issuer in Pima County, Arizona upon which the issuer may endorse its payments.
   1.6 The issuer specifies a telefax number, email address, and street address at which Town may present drafts on the Letter of Credit.
   1.7 The Letter of Credit is valid until a specified date.
   1.8 The Letter of Credit will be automatically renewed for successive one-year periods, unless at least 30 days prior to expiration, the issuer notifies Town in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
   1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
   1.10 The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

   2.1 Except as approved in writing by Town's Finance Department, the form of the Letter of Credit shall be in the form set out in Annex A below.
   2.2 Except as approved in writing by Town's Finance Department, the form of drafts upon the Letter of Credit shall be in the form set out in Annex B below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

   3.1 The issuer shall be a federally insured financial institution with offices in Pima County, Arizona, at which drafts upon the Letter of Credit may be presented.
   3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to Town.
   3.3 The issuer shall have a net worth of not less than $1 billion.

ANNEX A: FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20_

Letter of Credit No.:_____

Finance Department
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Pima County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless 30 or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] 30 or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications].***]

[*Issuer's name*]
[*signature*]

_____

Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

ANNEX B: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Finance Department
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Finance Director of the Town of Marana.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 520-382-1999 so that I can correct it. Also, please immediately notify the Town Attorney at 520-382-1941.

Thank you.

_____
Town of Marana, Finance Director

Council-Regular Meeting **C8**

Meeting Date: 08/04/2026

To: Mayor and Council

From: Jane Fairall, Town Attorney

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-055: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Dark Fiber Services License Agreement issued to Bicentel, LLC (Jane Fairall)

Discussion:
Bicentel, LLC ("Licensee") applied to the Town for a license agreement to install, operate, maintain and repair cable containing bundles of multiple optical fibers within the Town rights-of-way for the purpose of providing Dark Fiber Services. "Dark Fiber" means fiber optic strands that Licensee has laid or installed, but that are not currently being used in fiber-optic communications. "Dark Fiber Services" means fiber-optic cables and strands of fiber-optics that are installed in the public utility easement (PUE) of right-of-way (ROW) to be leased, rented, or sold to an entity that will install and operate the necessary optical electronic equipment for data communications. Dark Fiber Service is not a Telecommunications Service as defined in A.R.S. §9-581. Licensee shall not offer Telecommunications Services without obtaining a separate License from the Town.

Town staff has negotiated the proposed agreement with Bicentel, which generally follows the same standard form of agreement that the Town Council has previously approved for the placement of fiber in the Town's right-of-way.

Under the terms of the agreement, Bicentel is granted the nonexclusive and revocable right to construct, install, operate, and maintain its infrastructure and communication facilities and equipment in the Town's right-of-way and, if approved by the Town, on other Town property. To exercise this right, Bicentel will be required to apply to the

Town for right-of-way permits in each area where Bicentel desires to install its system, and to comply with the Town's right-of-way permit specifications and the Town's construction specifications, attached to the agreement as Exhibits A and B, respectively. The agreement has an initial term of 5 years. Upon termination of the agreement, Bicentel will either be required to remove its equipment and facilities from the right-of-way and restore the right-of-way to its previous condition, or may be permitted by the Town to abandon certain facilities in place. Bicentel is partnering with MMC Fiber Solutions, LLC on this project; a license agreement for MMC Fiber Solutions, LLC is also on tonight's Council agenda.

Financial Impact:

The agreement requires that Bicentel pay an annual fee in the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use. The annual fee will be adjusted annually based on the percentage of change in the consumer price index ("CPI") for the previous 12-month period, except that in no event will the fee be reduced from one year to the next. If Bicentel desires to use any Town-owned conduit for its facilities, Bicentel must pay the Town $0.40 per foot, per year for such conduit use. The agreement also provides that Bicentel may provide in-kind services to the Town to offset fees due to the Town, by installing additional conduit or additional dark fiber strands to be dedicated to the Town's ownership and use when the parties agree. Finally, Bicentel must pay the Town's standard right-of-way permitting fees as set forth in the Town's comprehensive fee schedule.

Staff Recommendation:

Staff recommends approval of the License Agreement.

Suggested Motion:

I move to adopt Resolution No. 2026-055; approving and authorizing the Mayor to execute the Town of Marana Dark Fiber Services License Agreement issued to Bicentel, LLC.

Attachments

Resolution No. 2026-055

Exhibit A to Resolution - License Agreement

MARANA RESOLUTION NO. 2026-055

RELATING TO TRAFFIC AND HIGHWAYS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE TOWN OF MARANA DARK FIBER SERVICES LICENSE AGREEMENT ISSUED TO BICENTEL, LLC.

WHEREAS the Town Council is authorized by A.R.S. § 9-240 to exercise exclusive control over the streets, alleys, avenues and sidewalks of the town; and

WHEREAS Bicentel, LLC applied to the Town for permission to use the public rights-of-way within the Town to install, operate, maintain and repair cable containing bundles of multiple optical fibers within the Town rights-of-way for the purpose of providing Dark Fiber Services; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into this Dark Fiber Services License Agreement with Bicentel, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the Town of Marana Dark Fiber Services License Agreement issued to Bicentel, LLC, attached to this resolution as Exhibit A, and authorizing the Mayor to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

TOWN OF MARANA DARK FIBER SERVICES LICENSE AGREEMENT ISSUED TO BICENTEL, LLC

THIS LICENSE AGREEMENT ("License" or "Agreement") is issued by the Town of Marana, an Arizona municipal corporation ("Town") to Bicentel, LLC, a Florida limited liability company ("Licensee"). The Town and Licensee are each a "Party" and collectively the "Parties".

RECITALS

A. On or about _____, Licensee applied to the Town for permission to install, operate, maintain and repair cable containing bundles of multiple optical fibers, within the Town rights-of-way for the purpose of providing Dark Fiber Services (defined hereinafter) as appropriate, subject to the requirements of this Agreement; and

B. By the authority conferred by A.R.S. § 9-240 and Marana Town Code Chapter 12-7, the Town is authorized to grant this License; and

C. The Town Council has authorized the Mayor or designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the Town or on other Town-owned property to provide Dark Fiber Services as appropriate.

LICENSE

NOW, THEREFORE, Town hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meanings as defined in Chapter 9-9 of the Marana Town Code and A.R.S. § 9-1401.

"Effective Date" means the date of the signature of the last Party to sign this License.

"Commercial Mobile Radio Service" has the same meaning as defined in A.R.S. § 9-581(1), as amended.

"Dark Fiber" means fiber optic strands that Licensee has laid or installed, but is not currently being used in fiber-optic communications.

"Dark Fiber Services" means fiber-optic cables and strands of fiber-optics that are installed in the public utility easement (PUE) of right-of-way (ROW) to be leased, rented, or sold to an entity that will install and operate the necessary optical electronic equipment for data communications. Dark Fiber Service is not a Telecommunications Service as defined in A.R.S. §9-581. Licensee shall not offer Telecommunications Services without obtaining a separate License from the Town. The term does not include commercial mobile radio services, pay phone services, interstate services, cable TV or video services provided by a cable system operator or a video service operator.

"Day" means calendar day unless noted otherwise.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from its customers for Dark Fiber Services that are provided to its customers through the System located at least in part on Public Property.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"License" means this non-exclusive authorization granted by the Town to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means, Bicentel, LLC, a Florida limited liability company with its principal place of business at 825 Town & Country Ln. 12th Floor, Houston, TX 77024, to which this License is granted.

"Licensor" means the Town of Marana, Arizona, a municipal corporation of the State of Arizona as represented by the Town Council and acting through the Town Manager or the Town Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Public Property" means Public Rights-of-Way within the Town or other Town-owned property.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the Town's corporate boundaries.

"Right-of-Way Permit" means the nonexclusive permission granted by the Town to Licensee within the Public Rights-of-Way for the specific location of Licensee's System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the Town Code, applicable Rights-of-Way construction regulations, and other applicable law.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the Town on other Town-owned property, and which are used to provide Dark Fiber Services.

"Town" means the Town of Marana, Arizona.

"Town Council" means the Council of the Town of Marana.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Marana Town Code, and Arizona and federal law, the Town grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other Town-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the Town for right-of-way permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. All permit applications shall also comply with the Right-of-Way Permit Specifications attached to and incorporated within this License as **Exhibit A**. The Town may approve, deny, or conditionally approve Licensee's right-of-way permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the Town Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, Licensee may place its System on property owned by third parties, such as an electric utility company or other private property owners, provided, however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way construction regulations and is installed underground in accordance with applicable law including the Marana Town Code. Upon request from the Town, Licensee must promptly furnish to the Town documentation of the third-party property owner's permission. By executing this License, the Town does not waive any rights that the Town may have against any public utility or other third party to require such owners to obtain the Town's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the Town. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the Town until Licensee has applied for and received approval for a right-of-way permit under Chapter 12-7 of the Marana Town Code. Additionally, Licensee must comply with all other provisions of the Marana Town Code including, but not limited to, Chapter 17-4 related to zoning, Chapter 17-13 related to grading and related site work, and other applicable Town regulations.

2.1.4 Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other Town-owned property is subordinate to any Town prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements, provided, however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

2.1.5 Nothing in this License will be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining the Town's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the Town, to remove, relocate, or abandon in place Licensee's System to accommodate the Town's projects and activities. The Town will not be liable for Licensee's lost revenues, however caused, due to any Town activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of Town facilities and any other lawful project or activity in the Public Rights-of-Way, provided, however, the Town's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Dark Fiber Services in the Town of Marana. Licensee represents and warrants that Licensee does not provide services that are considered telecommunications services, multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee possesses a CC&N,

Licensee shall furnish a copy to Town prior to the Effective Date; (iii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to Town as provided in this License within 30 days of receipt; and (iv) Licensee will indemnify, defend, save, and hold harmless the Town as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit within the Public Rights-of-Way or on other Town-owned property.

2.2.4 Licensee must obtain the proper and necessary right-of-way or other permit before Licensee begins any work or construction in the Public Rights-of-Way or on other Town-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee must install and construct Licensee's System in accordance with the Marana Town Code, all other Town construction specifications and regulations, and the construction specifications set forth in **Exhibit B**. This License permits Licensee's construction of its System within the Public Rights-of-Way or on other Town-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Marana residents and other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the Town for approval, which approval the Town will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Pima Association of Governments as amended (hereinafter referred to as the "PAG Specs"), the Town supplements to the PAG Specs, and all lawful and reasonable requirements of the Town, and must follow and comply with industry best practices and standards.

2.2.6 Any changes to the System must be approved in writing by the Town Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by Town in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate Town and third-party facilities, and which are subject to materials testing pursuant to the PAG Specs and the Town supplements to the PAG Specs. All testing results must be sent to the Town within three business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the Town to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the Town Engineer; Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit a right-of-way permit application(s) together with the details, plans, and specifications for the Town's review and approval, and pay all applicable application, review, and inspection fees before any construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System, including related facilities or equipment, are depicted on the map attached and made a part of this License as **Exhibit C** ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the Town as part of the right-of-way permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.6 below. Proposed locations of the System that are part of any right-of-way permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit C and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the Town through the Right-of-Way Permit process, Licensee has expressed its intent and the Town has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect Town streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the Town Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial right-of-way permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the right-of-way permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System (except that aerial overlashing is not permitted), attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the Town to use the Public Rights-of-Way and on other Town-owned property. Under this section, Licensee must first provide written notice to the Town of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement. If the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the Town for use of the Public Rights-of-Way. Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the Town to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the Town Engineer.

3.3 Compliance with Laws. Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Marana Town Code, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. However, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4 Reports.

3.4.1 Upon request, Licensee will provide to Town copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.4.2 In addition to the reports required in Section 4.2.5 of this License, upon Town's request, Licensee will provide Town with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.5 Non-Interference.

3.5.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other Town-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the Town's jurisdiction as described in the PAG Specs, Town supplements to the PAG Specs, and the Town's rules and regulations. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the Town and furnish them to Town within

60 days of installation. Licensee must furnish such information in an electronic format compatible with the then-current Town electronic format.

3.5.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other Town-owned Property as may be necessary to facilitate any public purpose or any Town project or activity whenever directed to do so by Town in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from Town including the Town's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and right-of-way permit. Licensee must reimburse the Town for any direct or indirect damages incurred by the Town because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.5.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repairing any portion of its System in the Public Rights-of-Way and on other Town-owned property. Notwithstanding the foregoing, Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the Town for such repairs. Licensee will notify Town, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER TOWN-OWNED PROPERTY

4.1 Application Fee. Licensee must pay the Town an application fee in the amount set forth in the Town's comprehensive fee scheduled approved by the Town Council and amended from time to time to process the application for this License before approval of this License is submitted to the Town Council.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other Town-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The Town will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use. Town may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other Town-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.43 (for calendar year 2026) per linear foot for trench located in the Public Rights-of-Way or on other Town-owned property; or (ii) 3% of Gross Revenue for such use.

4.2.5 The Town shall calculate the first Annual Fee based on the number of linear feet specifically identified by Licensee for installation in the first year of this Agreement in Licensee's plans and specifications. The first Annual Fee shall be due and payable 60 days after the Effective Date. Subsequent payments shall be made within 60 days of each anniversary date of the original Effective Date.

4.2.6 On the annual anniversary of the Effective Date, Licensee will report to the Town the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other Town-owned property. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on Town-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 below for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other Town-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the 12 consecutive months prior to the anniversary date of the Effective Date and multiply this amount by 3%. The Licensee must pay, and the Town must receive, any Annual Fee that is due before the Town will issue any new right-of-way permits for additional facilities or equipment in the Public Rights-of-Way or other Town-owned property.

4.2.7 The Annual Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous 12-month period. Any increase in the Annual Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous 12-month period. If the BLS ceases publication of the specified CPI, Town and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use Town's Conduit. If Licensee wishes to occupy conduit owned by the Town located within the Town and which Town controls, Licensee must pay the Town $0.40 per foot, per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the conduit is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the Town's conduit(s) must be reflected in Exhibit C.

4.4 In Kind. Town may from time-to-time request Licensee to install additional conduit or additional dark fiber strands to be dedicated to Town's ownership and use for any purpose ("Town Dedicated Conduit/Dark Fiber") in segments of the System that, at the time of the request, have not yet been constructed. Licensee shall evaluate such requests and engage in good faith discussions with Town as to the schedule, specifications, fair market value, and other terms and conditions of Licensee's construction of such Town Dedicated Conduit/Dark Fiber. If the Parties agree on such terms and conditions, which shall be memorialized in writing, then upon Licensee's completion of construction of the Town Dedicated Conduit/Dark Fiber, Licensee shall dedicate the same to Town by a bill of sale substantially in the form attached hereto as **Exhibit D**. The Town Engineer and IT Director or their designees shall sign off on the bill of sale. The agreed upon fair market value of Town Dedicated Conduit/Dark Fiber in a given year shall be an offset against the total amount next due and payable by Licensee to Town. Unless otherwise agreed to by the Parties, the fair market value of Town Dedicated Conduit/Dark Fiber shall be the sum of: (i) Licensee's actual incremental cost of installing the Town Dedicated Conduit/Dark Fiber, and (ii) a proportionate share of Licensee's fixed costs of installation of the segment of the System in which the Town Dedicated Conduit/Dark Fiber is located, calculated based on the total linear feet of the Town Dedicated Conduit/Dark Fiber as a percentage of the total linear feet of the conduit installed in such segment of the System.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the Town by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of 1.5% per month.

4.6 Invoice and Payment Information:

4.6.1 The Town will send invoices for fees and charges under this License to Licensee at the following address:

Bicentel, LLC
825 Town & Country Ln. 12th Floor,
Houston, TX 77024
raphael.missrie@c3ntro.com and daniel.missrie@c3ntro.com

Invoicing contact information:
Raphael Missrie
Submit invoices to:
raphael.missrie@c3ntro.com
Invoicing/Payment Questions:
raphael.missrie@c3ntro.com

4.6.2 Licensee will send payment to the Town under this License made payable to the "Town of Marana" at the following address:

Town of Marana
ATTN: Finance
11555 W. Civic Center Drive
Marana, AZ 85653
Phone: 520-382-1990
Email: financemgr@maranaaz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable Town, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth in this Section 4, Licensee shall pay all regular Town fees and charges for Right-of-Way Permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by the Town and applicable to persons doing work in the Public Rights-of-Way or on Town-owned property at the time of Licensee's application(s). If the Town reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications, and construction of the System, Licensee must reimburse the Town for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within 45 Days after the Effective Date of this License, Licensee must deposit with the Town one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $150,000 ("LOC"); or (ii) a cash bond in the amount of $150,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in **Exhibit E**. The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any Town department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the Town that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will not be required to replenish any draw down of the LOC or Bond during the term of this License, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the Town by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the Town Manager certifying that Licensee has failed to comply with this License, stating the nature of

noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the letter of credit are in addition to all other rights of the Town, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the Town may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the Town by presentation of written notice to Licensee as provided in this License, signed by the Town Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the Town with respect to the Bond are in addition to all other rights of the Town, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the Town may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights-of-Way or other Town-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the Marana Town Code, Town of Marana rules and regulations, and the PAG Specs and the Town's supplements to the PAG Specs, reasonably satisfactory to the Town Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then Town shall have the option, upon 15 days' prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the Town at Town's standard rates, plus an administrative fee of 15%. Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by Town, Licensee must, within 30 days, reimburse Town for such costs. Licensee agrees to pay within 30 days from the date of issuance of an invoice and explanation of costs and fees from Town.

SECTION 5. TERM OF LICENSE

5.1 The right, privilege and term of License granted herein shall continue and exist for a period of five years from the effective date, unless sooner revoked or cancelled.

5.2 At any time prior to the cancellation, revocation or termination of this License, Licensee may apply to the Town for a renewal of the License in accordance with and subject to the then-existing Town and state laws and license forms. If the Parties are actively negotiating in good faith for a new license or an amendment to this License upon the termination date of this License, the Parties by written mutual agreement may extend the termination date of this License to allow for further negotiations. Such extension period shall be deemed a continuation of this License and not as a new license or amendment.

SECTION 6. ACCEPTANCE AND VALIDITY

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed Town's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of Town to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective

obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The Town in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$10,000,000
Each Occurrence	$10,000,000

The policy must be endorsed to include the following additional insured language: "The Town of Marana, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2. Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The Town of Marana its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy must contain a waiver of subrogation against the Town of Marana.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

The policy must be endorsed to include the following additional insured language: "The Town of Marana its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or Town-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Technology E&O	$5,000,000
Data Breach Liability	$5,000,000
Sublimits:	
Privacy Breach Expenses	$2,000,000
Public Relations Expenses	$2,000,000
Network Extortion	$2,000,000
Network Business Interruption	$2,000,000
Network Asset Damage	$2,000,000
Privacy Regulatory Proceedings, Fines & Penalties	$500,000

(a) If the insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three years following termination or expiration of this Licensee. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.

(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the Town, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after 30 days' prior written notice has been given to the Town. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

Town of Marana
Attention: Risk Manager
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1917

With a copy to:
Town Attorney
11555 W. Civic Center Drive
Marana, Arizona 85653
Phone: (520) 382-1941

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. Town in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish Town with certificates of insurance (ACORD form or equivalent approved by Town) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the Town of Marana Risk Manager at the address listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At Town's request, Licensee must make certified copies of all insurance policies required by this Licensee available for Town's review through a representative and at a location within Pima County, Arizona designated by Licensee.

7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name Town of Marana as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Risk Manager, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless Town and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other Town-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or Town-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner

out of Licensee's use of the Public Rights-of-Way or other Town-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other Town- owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by Town or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence Town may be liable. Notwithstanding the foregoing, the indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of Town; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other Town-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the Town or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public Rights-of-Way or Town-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other Town-owned property (such as Licensee's consulting design engineers).

7.12 Limitation of Liability. To the extent permitted by law, neither Party will be liable to any third parties for any indirect, special, incidental, consequential, exemplary, or punitive damages arising out of or related to this License.

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the Town by an ordinance or resolution passed by the Marana Town Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of Town, which consent will not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the Town's consent.

8.3 Notice to Town. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and Town. Licensee must provide Town a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the Town within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the Town for approval. If the lender does continue operation on any

basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the Town for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Marana Town Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without Town Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in Town in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's System in Town if the purchaser has the resources and ability to fulfill the obligations of this Agreement, provided that no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees in writing to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the Town a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee will be required to pay a new license application fee in the amount set forth in the Town's comprehensive fee scheduled approved by the Town Council and amended from time to time to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted Town under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of Town to use all the Public Rights-of-Way and other Town-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of- Way and on other Town-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any Town franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five business days from the date of notice from the Town constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Marana Town Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of a right-of-way permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate right-of-way permit to perform work on Public Property.

10.3 Town's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, Town may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Town's option: (i) revoke any or all right-of-way permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The Town's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the right-of-way permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by Town or pledged or otherwise obligated to Town by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which Town may be entitled, subject only to the limitation set out below on Town's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that Town suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by Town, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to Town as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The Town may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
$600	Licensee's failure to properly restore Public Property within five business days after notice, or timely perform work within five business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy Inconvenience Costs that Town suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fees does not in any way excuse any breach by Licensee of this License or limit in any way Town's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fees does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fees.

10.5 Enforcement of Violation Use Fees; Appeal. The Town Engineer is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and Town-owned property through Violation Use Fees. The Town Engineer will issue a warning for the first violation by a Licensee under this section. The Town Engineer will issue notice to the Licensee as listed in Section 14.16. If the Town determines that Licensee is liable for a Violation Use Fee, the Town will issue to Licensee a notice of Town's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the Town's notice or may request a review hearing of the notice of violation before the Town Manager or designee. The review hearing shall be conducted in an informal manner and rules of evidence shall not apply.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the Town is authorized to issue notices of violation of this License, prosecute violations of the Marana Town Code, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and Town-owned property. The Town Engineer will issue a warning for the first violation by a Licensee under this section. The Town Engineer will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by Town to demand any performance required of Licensee under this License, and no acceptance by Town of any imperfect or partial performances under this License, will excuse such performance or impair in any way Town's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by Town of payments or other performances hereunder will be deemed a compromise or settlement of any right Town may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by Town of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent Town from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by Town or Licensee concerning payments or other performances due hereunder, or failure by Town to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop Town (or otherwise impair Town's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against Town unless made in writing by a duly authorized representative of Town specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of Town's Expenses. Licensee must pay to Town within 45 days after Town's demand all amounts expended or incurred by Town in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from Town) together with interest thereon at the rate of 1% per annum from the date expended or incurred by Town.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. If the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two years for reasons other than Force Majeure, or if such System or property has been installed in any Public Rights-of-Way or other Town-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the Town, begin removal of the System and related appurtenances from the Public Rights-of-Way and other Town-owned property other than such underground facilities which the Town may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other Town-owned property or other area from which such property has been removed to a condition satisfactory to the Town subject to the Town's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other Town-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other Town-owned property without the consent of the Town 180 days after the revocation of the License will be at the option of the Town considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with any applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the Town may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in the Marana Town Code and subject to these terms and conditions, this License may, after Town Council consideration, be revoked, altered, or suspended by the Town as the Town deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If Town incurs any liability, obligation, damage, cost, expense, or other claim of any description for which the Town is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the Town, unless Licensee gives prompt statement or notice to Town of Licensee's commitment to indemnify, defend, and hold Town harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold Town harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the Town harmless; and (ix) Licensee is found liable under Section 10 for five public safety violations within a period of 12 consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the events described in Section 12.1 occur, Licensee must cure the default within 60 days after receipt of notice from the Town. Licensee will be held in material breach under this Section 12: (i) if Licensee fails to cure the license event of default listed in Section 12.1 within 60 days after notice from the Town; or (ii) if a license event of a default listed in Section 12.1 cannot be cured within 60 days after notice from the Town and Licensee fails to begin and diligently pursue to cure the default.

12.3 Town Determination; Town Council Consideration. If Licensee is held in material breach as provided in

Section 12.2, the Town will notify Licensee as provided in Section 14.16 of the Town's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. The Town will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the Town Council meeting when the matter will be heard and the principal reasons for the proposed action. The Town Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the Town's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the Town may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other Town-owned property and restore the Public Rights-of-Way and other Town-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the Town may perform the work and collect the Town's cost from Licensee. At the Town's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other Town-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the Town or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other Town-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other Town-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the Town upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the Town.

13.3 Termination by Licensee. Licensee may terminate this License for convenience upon 180 days' written notice to the Town.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the Town Engineer has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The Town may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The Town may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the Town.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the Town is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 *et seq.*).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and Town ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Non-Enforcement by the Town. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the Town's failure to insist upon or to seek compliance with any term and condition.

14.8 License Documents. Licensee must submit to the Town the letter of credit or bond and insurance certificates as required by the License within 45 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.9 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.10 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the Town in writing as provided in Section 14.16.

14.11 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the Town under A.R.S. § 38-511.

14.12 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the Town Council, or any employee of the Town has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the Town has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.13 Independent Contractor. Any provision in this License that may appear to give the Town the right to direct Licensee or Licensee the right to direct the Town as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.14 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Pima County, Arizona.

14.15 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee:
Bicentel, LLC
Simon Masri
825 Town & Country Ln, 12 Floor
Houston, TX 77024
simon@c3ntro.com

With a copy to:
Daniel Missrie
6767 N 7th St Unit 215
Phoenix, AZ, 85014

daniel.missrie@c3ntro.com

To the Town:
Town of Marana
Attention: Town Manager's Office
11555 W. Civic Center Drive
Marana, Arizona 85653

With a copy to:
Town of Marana
Attention: Legal Department
11555 W. Civic Center Drive
Marana, Arizona 85653

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.16 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.17 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the Town and available for inspection, constitute the entire agreement between the Town and Licensee with respect to the transactions contemplated herein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A - Right-of-Way Permit Specifications
Exhibit B - Construction Specifications
Exhibit C - Service Area
Exhibit D - Form of Bill of Sale of Licensee-Built Town Dedicated Conduit/Dark Fiber
Exhibit E - Standards for Letter of Credit

14.18 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.19 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this

License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.20 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.21 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.22 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the Town, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of Pima County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the Town's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.23 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to Town staff of any Town department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.24 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the Town from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A. A breach of this warranty will be deemed a material breach of this License and may be subject to penalties up to and including revocation of the License. Town retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

14.25 Lawful Presence Requirement. A.R.S. §§ 1-501-502 prohibit the Town from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Town-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.26 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.27 Data Confidentiality and Data Security. As used in this License, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to

any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.28 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted Town information, whether electronic format or hard copy, must be secured and always protected by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted Town information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the Town contact. Licensee agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.29 Public Emergency. Town shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the Town Manager, Police Chief, Town Public Works Director, or Town Water Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the Town or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the Town of the public emergency and the action taken by the Town as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by Town.

14.30 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the License or proof of membership must be filed with the Town.

14.31 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the Town including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Pima County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

[Remainder of page left blank; signature page follows]

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the date of the last Party's signature below (the "Effective Date").

"TOWN":
Town of Marana, an Arizona municipal corporation

By: _____
Jon Post, Mayor

Date: _____

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

"LICENSEE":
Bicentel, LLC, a Florida limited liability company

By: _____

Name: Salamon Cojab

Title: VP of Infrastructure

Date: 05/29/2026

State of Arizona)
ss
County of Maricopa)

The foregoing instrument was acknowledged before me on May 29th, 2026, by Salamon Cojab, VP of Infrastructure of Bicentel, LLC, a Florida limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

SETH KELLEY
Notary Public - Arizona
MARICOPA COUNTY
Commission # 690468
Expires November 10, 2029

EXHIBIT A
Right-of-Way Permit Specifications

A. Licensee's overall Town final construction plan shall designate geographic areas approved by the Town in each of which Licensee shall apply for an individual permit (an "Area Permit").

B. All Right-of-Way Permits shall be subject to the Town's general permit requirements, subject to the exceptions and additions noted below. For the avoidance of doubt, in the event of a conflict between the Town's general permit requirements and this Exhibit A, this Exhibit A shall govern.

C. Licensee shall, at the time it applies for each Area Permit:

1. Submit to the Town Engineer the permit application information, which shall identify the specific location of the Public Rights-of-Way in which the proposed construction is to take place, which shall include:

   a. The geographic overview of the extent of the projected Public Rights-of-Way to be permitted by the Area Permit.

      i. To conform with Marana Town Code Section 12-7-5(B)(5)(a), Licensee will use the Town supplied 2024 (or later) imagery layer to depict the pavement, curbs, driveway, sidewalks and landscaping;

      ii. To conform with Marana Town Code Section 12-7-5(B)(5)(b), Licensee will depict all relevant Town utilities and structures requested by Licensee and provided to the Town.

   b. The Design Plan (showing the north arrow, design details, method of construction details, restoration details, locations of proposed conduits and structures) shall be prepared at a print sizing of 24" x 36". The diagraming shall include:

      i. North Arrow correctly oriented.

      ii. Labels for streets and cross streets.

      iii. Parcel address numbers where applicable.

      iv. The size, type, and approximate running line of new duct and fiber facilities.

      v. The size, type, and approximate placement of Licensee handholes and service boxes, pull points, and junctions.

      vi. The construction techniques to be used in accomplishing the installation.

      vii. Typicals will include:

         1. Bore, trench, structure installation and restorations typicals

         2. Standard offset from curb or sidewalk

   c. Typical Traffic Control Plans for traffic lanes and sidewalks per the federal Manual Uniform Traffic Control Devices guidelines.

   d. Preliminary schedule of the work to be performed.

   e. Sample of the notification letter/door hangers.

   f. Marana Business License for Licensee and contractors and subcontractors.

   g. Certificate of Insurance as described by the License.

   h. Certificate of Insurance for any and all contractors and subcontractors.

   i. Performance Bond as described by the License

2. Verify that Licensee has obtained, or will obtain prior to commencing the construction, approval for the placement of the facilities and any required permits from any other entity (not including departments or

agencies of the Town) whose approval is required by law.

3. Be current on all applicable fees for the requested permit or permits.
4. Submit the Area Permit application through the Town portal.

D. Upon reasonable consideration of the dates requested by the Licensee and other planned and/or ongoing construction work in the affected Public Rights-of-Way, and without causing material delay to Licensee, the Town Engineer, after consultation with Licensee, shall determine the timing of the proposed construction and duration of Area Permits. It is anticipated Area Permits will be effective for no less than 12 months with the option to renew for additional six-month periods as needed.

E. In addition to the Area Permit, Licensee shall apply for and be granted a Blanket Permit to install Service Drops. A Service Drop shall be defined as a singular network extension from the existing Licensee Infrastructure to a building or structure where a service request has been made.

1. A Simple Drop shall be defined as a singular from the ROW to private property and terminating to the same private property.
2. A Complex Drop encompasses any Service Drop that is constructed underneath hardscape Town assets such as sidewalks.
3. A single Blanket Permit application shall be submitted at the end of each calendar month and consist of a list of:
    a. The address of each Service Drop installation for the previous calendar month.
    b. The designation of each Service Drop as Simple or Complex.
    c. Dates during which any excavation occurred for each Service Drop.
    d. Brief description for each Service Drop.
    e. Quality photos of the restoration of each Service Drop.
4. Blanket Permits for Service Drops are subject to the notification, inspection, and restoration requirements of the Area Permit.

F. Licensee shall publicize scheduled work related to the construction of the System by providing:

1. Written notice of the work to the Public Works Director or his/her designee at least 30 days before the commencement of the work and no later than ten days prior to beginning construction along any specific portion of the Public Rights-of-Way,
2. Notification to those persons affected by the construction not less than three days prior to construction. Affected persons may be notified by mail, distribution of flyers, and door hangers to residences.
3. Any lane closures or full closures will require a traffic alert with a minimum of five business days' notice
4. Licensee shall create and maintain a website for public dissemination of the general progress and updates to provide adequate notice to affected persons.
5. Any notification must provide adequate information to notify the affected persons of the construction work that is to be undertaken, as well as the name and telephone number of a contact person designated by Licensee to respond to affected persons.

EXHIBIT B
Construction Specifications

A. All construction in the Public Rights-of-Way by the Licensee shall be subject to the Town's general Public Rights-of-Way construction and restoration requirements, subject to the exceptions and additions noted below. For the avoidance of doubt, in the event of a conflict between the Town's general construction and restoration requirements and this Exhibit B, this Exhibit B shall govern.

B. Licensee agrees that construction of facilities in the Public Rights-of-Way shall be done in such locations and in such manner so as not to unreasonably interfere with existing water, gas, storm or sanitary sewers, traffic signals, street lights, and other utilities and conduits in the Public Rights-of-Way, or with the public's use of the Public Rights-of Way, and shall to the maximum degree feasible, be coordinated with any construction being simultaneously undertaken at the same location by another provider of telecommunications, broadband, or cable service, or by a provider of utilities. A drawing showing the location of the work or the use requested in the permit application and any associated equipment, together with typical Traffic Control Plan (TCP) plans, shall be submitted with the Area Permit application. The TCP plan shall be separate from drawings identifying the typical location within each Public Rights-of-Way in which the proposed construction is to take place. The TCP plan must meet the requirements of the current version of the Manual on Uniform Traffic Control Devices.

C. Licensee will comply with the Town's construction noise ordinance, as it is in effect at the time construction is occurring, regardless of the date of permit issuance date.

D. The following exceptions to the Town's general Public Rights-of-Way construction and restoration requirements shall apply:

1. Licensee shall be permitted to deploy at any one time, without separate written permission from the Town Engineer, at least one but no more than 20 excavation crews. Permission may be granted for deployment of more than 20 crews, or for crews in excess of the stated size, upon submission of a written request and coordination with the Town Engineer.
2. After work is started in one Area Permit, a new permit may be filed by Licensee for the next Area Permit. Work in up to three permit regions may be permitted simultaneously provided field work progress, including resolution to any issues that may arise in due course of the work that have been identified are proactively being addressed to the satisfaction of the Town Engineer.
3. The typical depth of the underground facilities may be 24 inches from the existing grade in all road classifications except those non-residential roads classified as Major Streets at the time the permit is issued and as depicted on the Marana interactive Web Viewer.
    a. Underground facilities placed in nonresidential streets that are classified as Major Streets may be placed at 48 inches from the existing grade.
4. Licensee shall provide the name and contact information for Licensee's liaison who will participate in contact meetings with Town permit staff to ensure traffic and parking impact information has been provided for the current Permit for 311 and communication purposes.

E. In compliance with Marana Town Code and regulations, and any Town-approved exceptions to the Code or regulations, Licensee will primarily utilize directional boring or similar construction techniques for the underground facilities installations and will comply with the following:

1. Licensee shall install HDPE micro ducts bundled as the fiber network design requires with individual ducts no greater than 1 inch in outside diameter. Individual ducts may be sheathed together in one or more bundles.
2. Installation of extra conduits will be placed on an as needed basis according to the Licensee network design criteria.
3. Town will not require the encasement in concrete and magnetic tapes not practical for boring methodologies. However tracer wire will be placed with underground installations, such that the conduit

can be located per blue stake laws.

4. Licensee shall be responsible for verifying the location of all underground utilities in accordance with the "blue stake" provisions of state law, A.R.S. § 40-360.22. The excavator shall visually check the drill head each time it passes through potholes, entrances and exit pits, including during pullback. The pothole excavation in paved areas shall be restored to the extent of the excavation as described in this Exhibit C or other construction plans.
5. Licensee shall follow standard pothole restoration for boring methodology regardless of pavement condition:
    a. Edges of pothole to be saw cut with lines either perpendicular or parallel to direction of travel or by circular cores not to exceed 8" diameter.
    b. Sand layer may be used to encapsulate existing and proposed utilities with at least 1" of cover.
    c. Layered with flowable cementitious slurry approved by the Town Engineer.
    d. Topped with the Perma-Patch products, a hot asphalt mix, or other material approved by the Town Engineer.
    e. Compacted prior to traffic
    f. Pothole restoration to be performed in one square foot increments not to exceed two square feet total.

EXHIBIT C
Service Area

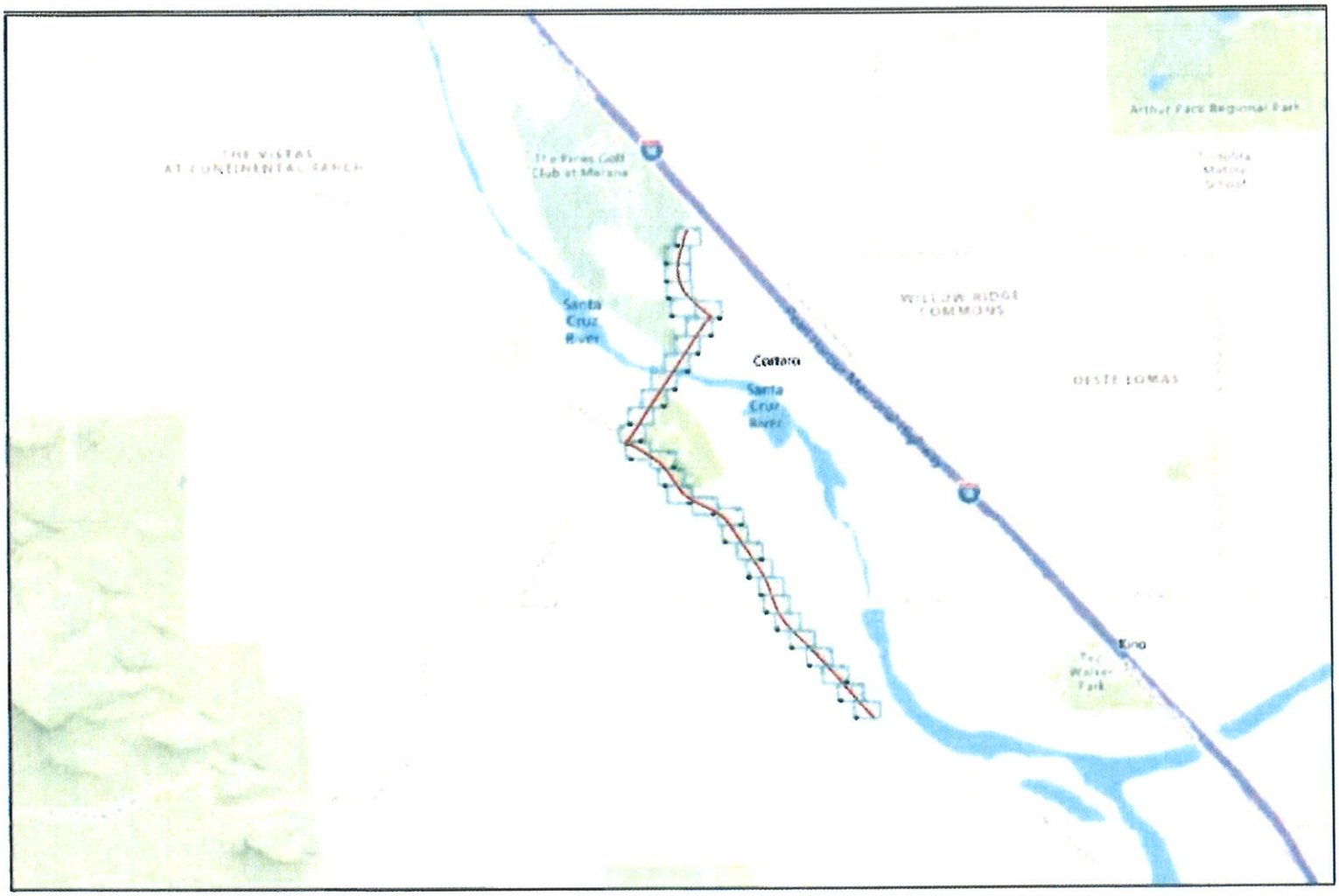

Arthur Pack Regional Park
Santa Cruz River
Costaro
Santa Cruz River
OESTE LOMAS
Eno

EXHIBIT D
Bill of Sale of Licensee-Built Town Dedicated Conduit/Dark Fiber

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, _____, a _____ limited liability company ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the Town of Marana, an Arizona municipal corporation, as represented by the Town Council and acting through the Town Manager or the Town Manager's designee ("Buyer"), all of its right, title, and interest in and to the Town Dedicated Conduit/Dark Fiber, as such term is defined in the Telecommunication Services and Interstate Telecommunication Services License issued to _____, dated as of the last date of signature thereto (the "License Agreement") by and between Seller and Buyer, and as further described pursuant to written agreement between Buyer and Seller dated [•], and in Table 1 below, to have and to hold the same unto Buyer, its successors and assigns, forever.

1. The Dedicated Conduit/Dark Fiber shall follow a Route as generally depicted on the map attached to this Bill of Sale as Attachment 1. The Dedicated Conduit/Dark Fiber shall begin and end at the Points described in Table A.1 below.

Table A.1

Route #	Starting Point	Ending Point	Conduit Footage	Sale Price
			Total:	

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically agreed upon in writing between Seller and Buyer in the License Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of [•].

_____	Town of Marana
By: SAMPLE ONLY	By: SAMPLE ONLY
Name:	Name:
Title:	Title:

Attachment 1 to Bill of Sale

Map of Town Dedicated Conduit/Dark Fiber

EXHIBIT E
Standards for Letter of Credit

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

   1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
   1.2 The Letter of Credit is payable to Town upon presentation of Town's draft.
   1.3 Town may make partial draws upon the Letter of Credit.
   1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
   1.5 Within ten days after Town's draft on the Letter of Credit is honored, Town must make the original of the Letter of Credit available to the issuer in Pima County, Arizona upon which the issuer may endorse its payments.
   1.6 The issuer specifies a telefax number, email address, and street address at which Town may present drafts on the Letter of Credit.
   1.7 The Letter of Credit is valid until a specified date.
   1.8 The Letter of Credit will be automatically renewed for successive one-year periods, unless at least 30 days prior to expiration, the issuer notifies Town in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
   1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
   1.10 The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

   2.1 Except as approved in writing by Town's Finance Department, the form of the Letter of Credit shall be in the form set out in Annex A below.
   2.2 Except as approved in writing by Town's Finance Department, the form of drafts upon the Letter of Credit shall be in the form set out in Annex B below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

   3.1 The issuer shall be a federally insured financial institution with offices in Pima County, Arizona, at which drafts upon the Letter of Credit may be presented.
   3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to Town.
   3.3 The issuer shall have a net worth of not less than $1 billion.

ANNEX A: FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20__

Letter of Credit No.:_____

Finance Department
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Pima County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____, 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless 30 or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] 30 or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: ***[address for mailed, couriered, telephone, telefax, or electronic communications]****. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications]****.]*

[Issuer's name]
[signature]

_____

Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ___ [bank officer's phone number] _____

ANNEX B: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Finance Department
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Date: _____, 20____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Finance Director of the Town of Marana.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at 520-382-1999 so that I can correct it. Also, please immediately notify the Town Attorney at 520-382-1941.

Thank you.

_____
Town of Marana, Finance Director

Council-Regular Meeting **C9**

Meeting Date: 08/04/2026

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Richelle Valenzuela, Executive Assistant

Date: August 4, 2026

Subject: Approval of the Regular and Special Council Meeting Summary Minutes of June 16, 2026 (Jill McCleary)

Attachments

Regular Council Meeting Summary Minutes
Special Council Meeting Summary Minutes

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 16, 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 6:03 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

Council Member Cavanaugh moved to approve the agenda as presented. Council Member Comerford seconded the motion. Motion passed, 6-0.

CALL TO THE PUBLIC

Four speakers addressed Council. **Paula Palotay** spoke regarding the current election environment and encouraged a public candidate forum. **Zach Stout** spoke about a risk

summary analysis he created for the Luckett Road data center and provided information on how to find the documents. **Lori Schaeffler** spoke on behalf of Run for the Wall, thanked Marana for its support, and discussed anticipated route changes for next year. **David Seia** spoke regarding a May 4, 2026 noise-level testing related to the Luckett Road data center and the Marana Veterans Memorial Cemetery. **Mr. Stout** and **Mr. Seia** provided the Town Clerk with documents related to the topic they discussed.

PROCLAMATIONS

PR1 Proclamation Recognizing Parks and Recreation Month (Jill McCleary)

Town Clerk Jill McCleary read the proclamation as **Mayor Post** presented it to recipients from the Town of Marana's Parks and Recreation Department.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member Cavanaugh reported on regrowth of willow trees along the Santa Cruz River near the area between Cortaro and Ina after a previous fire, noting vigorous new growth from the roots.

Council Member Comerford reported on a Marana Food Bank fundraising effort seeking 1,000 monthly donations of $25 to help support operating costs.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Terry Rozema reported that 68 single-family residential permits had been issued so far in the month and 857 had been issued fiscal year-to-date, compared with 970 for the prior year. **Mr. Rozema** reminded the public that the Star-Spangled Spectacular will be held July 4 at Crossroads at Silverbell District Park from 5:00 PM to 9:30 PM. He also reported on Ora Mae Harn Pool and Dine and Discover Marana. He stated that a new *Real Talk with the Town* podcast episode had been released featuring **Water Deputy Director Mike Osborne** and **Water Resources Administrator Jerry Huerstel**.

PRESENTATIONS

CONSENT AGENDA

C1 Ordinance No. 2026.011: Relating to Elections; amending Marana Town Code Title 2 (Mayor and Council), Chapter 2-2 (Council Election), Section 2-2-1 (Primary election; date; declaration of elected candidate) to harmonize the Town's primary election

date with the date established by state law, as amended from time to time; and designating an effective date (David L. Udall)

C2 Resolution No. 2026-038: Relating to Development; ratifying the abandonment of public rights-of-way as set forth on the Final Plat for Cascada II C2 Blocks 1-10, and ParcelsA,B,C,D&E (JaneFairall)

C3 Resolution No. 2026-039: Relating to Economic Development; amending the Marana Job Creation Incentive Program (MJCIP) to add "manufactured building activities" pursuant to Section 8-427 of the Marana Tax Code to the definition of "Marana construction sales tax" (Curt Woody)

C4 Resolution No. 2026-040: Relating to Economic Development and Tourism; approving and authorizing the Mayor to execute a Funding Agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2026-2027 to support operation of the Marana Visitor Center and provision of services to the Marana community (Stefanie Boe)

C5 Resolution No. 2026-041: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC for Fiscal Year 2027 (Andrea De La Cruz)

C6 Resolution No. 2026-042: Relating to Personnel; approving and adopting amendments to the Town of Marana Revised Personnel Policies and Procedures; revising Chapter 1 “General Employment Rights and Responsibilities” Policy 1-2 “Code of Ethics”; Chapter 3 “Classification and Compensation” Section 3-1-4 “Temporary Positions”; various policies and sections of Chapter 4 “Employment Benefits and Leaves”; and Chapter 8 “Termination of Employment” Section 8-2-3 “Final Pay Check” (Curry C. Hale)

C7 Resolution No. 2026-043: Relating to the Police Department; approving and authorizing the Mayor to execute an Intergovernmental Agreement between Pima County and the Town of Marana for payment for the incarceration of municipal prisoners for the period of July 1, 2026, through June 30, 2027 (Jeffrey Pridgett)

C8 Resolution No. 2026-044: Relating to the Police Department; approving and authorizing the Mayor to execute a service agreement with the Marana Unified School District to provide two school resource officers in support of the District's School Safety Program (Jeffrey Pridgett)

C9 Resolution No. 2026-045: Relating to Police Department; approving and authorizing the Mayor and the Police Chief to execute the First Amendment to the Intergovernmental Agreement Regarding Joint Formation and Operation of Specialized Law Enforcement Teams Among Public Agencies Within Pima County (Jeffrey Pridgett)

C10 Resolution No. 2026-048: Relating to Real Estate; approving and authorizing the Mayor to execute the First Amendment to Real Estate Acquisition and Exchange Agreement regarding the exchange of an approximately 0.24-acre parcel of Town-owned real property located on the south side of Tangerine Road approximately 1,800 feet east of Heritage Park Drive as part of the acquisition of an approximately 2.3-acre parcel of property abutting the east side of Gladden Farms Community Park (Jane Fairall)

C11 Resolution No. 2026-046: Relating to Traffic and Highways; approving and authorizing the Mayor to execute the Town of Marana Communication Services License issued to Trico Electric Cooperative, Inc. (Jane Fairall)

C12 Approval of Regular Council Meeting Summary Minutes of June 2, 2026 (Jill McCleary)

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

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2026.012: Relating to Land Development; amending Town Code Title 17 (Land Development), Chapter 17-10 (Signs); adding new Section 17-10-39 entitled "Community activity signs" allowing banners for advertising community activities in residential areas and making conforming amendments to Section 17-10-5 (Exempt signs), section 17-10-30 (Temporary signs), and Section 17-10-31 (Banners); amending Section 17-10-37 (Residential subdivision sign program) to revise provisions related to the expiration of residential subdivision sign programs and to allow advertising in residential subdivisions with homes for rent; making other miscellaneous revisions to Chapter 17-10; and designating an effective date (Matt Taylor)

Mayor Post opened the public hearing at 6:25 PM.

Planning Manager Matt Taylor presented proposed amendments to the Town sign code. He explained that the amendments would allow homeowners associations to use banners in common areas to advertise community activities and would allow residential subdivision sign programs to advertise subdivisions with homes for rent. He stated that the Planning Commission held a public hearing on May 27, 2026, and voted unanimously to recommend approval.

Council Member Cavanaugh asked whether the proposed revision to Marana Town Code Section 17-10-25, related to the sight visibility triangle, changed the existing regulation or merely reinforced an existing requirement. **Mr. Taylor** explained that the change reinforces the existing requirement in residential areas and clarified that the requirement applies to any corner within a residential area.

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

Council Member Officer moved to adopt Ordinance No. 2026.012. Council Member Comerford seconded the motion. Motion passed, 6-0.

ITEMS FOR DISCUSSION / POSSIBLE ACTION

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

Town Manager Terry Rozema provided a legislative update and reported that the state budget had passed the Legislature and been sent to the Governor, who had until June 25 to act on bills transmitted to her. He highlighted provisions related to federal tax conformity, deductions, a three-year moratorium on data center incentives, and state agency cuts. He reported that Senate Bill 1431, which the Town opposed and which would have limited local oversight of aesthetics and architecture, did not advance. **Mr. Rozema** also reported that House Bill 2917, related to license plate readers, and HCR 2016, related to freezing utility fees and taxes, did not advance, and that House Bill 2873, related to referendums, had been transmitted to the Governor.

[An executive session was held on Item E2 below, beginning at 6:39 PM and concluding at 6:47 PM, prior to item D2.]

D2 PUBLIC HEARING: Relating to Budget; public hearing regarding the Town of Marana's fiscal year 2026-2027 final budget (Yiannis Kalaitzidis)

Mayor Post opened the public hearing at 6:49 PM.

Finance Director Yiannis Kalaitzidis stated that the final budget had not changed since adoption of the tentative budget. He stated that the final budget is $560.2 million, with the majority of the increase from the prior year budget attributable to the capital outlay program, including road infrastructure and utility projects. He stated that the Town continues to present a structurally balanced budget, with ongoing revenues covering ongoing expenses, and thanked staff, the Town Manager's Office, and Council for their work and direction during the budget process.

Mayor Post closed the public hearing at 6:53 PM.

EXECUTIVE SESSIONS

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

Council Member Comerford moved to go into executive session on Item E2. Council Member Cavanaugh seconded the motion. Motion passed, 6-0.

[An executive session was held on Item E2 below, beginning at 6:39 PM and concluding at 6:47 PM.]

After the executive session, Council Member Comerford moved to direct staff to proceed as discussed in Executive Session E2. Council Member Officer seconded the motion. Motion passed, 6-0.

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)(4) to consider the Council's position and instruct the Town's attorneys regarding settlement discussions to resolve litigation in Town of Marana v. Mandarina South, LLC, et al, Pima County Superior Court case number C20241394.

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

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 6:53 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the regular Town Council meeting held on June 16, 2026. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 16, 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 6:53 PM and directed the Town Clerk to call the roll. **Council Member Kai** was absent. All other Council Members were present, constituting a quorum.

APPROVAL OF AGENDA

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

COUNCIL ACTION

A1 Resolution No. 2026-047: Relating to Budget; adopting the Town of Marana's fiscal year 2026-2027 final budget (Yiannis Kalaitzidis)

Finance Director Yiannis Kalaitzidis stated that the $560.2 million budget for fiscal year 2026-2027 was before Council for final adoption.

Vice Mayor Ziegler moved to adopt Resolution No. 2026-047. Council Member Comerford seconded the motion. 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.

Council Member Cavanaugh moved to adjourn the meeting. Council Member Officer seconded the motion. Motion passed, 6-0. Meeting adjourned at 6:56 PM.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Special Town Council meeting held on June 16, 2026. I further certify that a quorum was present.

_____

Jill McCleary, Town Clerk

Council-Regular Meeting **L1**

Meeting Date: 08/04/2026

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: August 4, 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 acquisition of control series #12 Restaurant liquor license submitted by Qiuying Dong on behalf of Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Drive, Tucson, Arizona, 85743 (Jill McCleary)

Discussion:

This application is for an acquisition of control series #12 Restaurant liquor license at Kirin Asian Bistro & Sushi Bar, located at 5884 West Arizona Pavilions Drive, Tucson, Arizona, 85743.

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

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

The DLLC required management training has been submitted to the DLLC.

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

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

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

Attachments

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

received
06/04/2026
10:24 AM
Email
NH

LL2026-02

State of Arizona
Department of Liquor Licenses and Control

Created 06/04/2026 @ 09:48:38 AM

Local Governing Body Report

LICENSE

Number:	012100035764	Type:	012 RESTAURANT
Name:	KIRIN ASIAN BISTRO & SUSHI BAR		
State:	Pending		
Issue Date:		Expiration Date:	09/30/2026
Original Issue Date:	11/05/2025		
Location:	5884 W ARIZONA PAVILLIONS DRIVE TUCSON, AZ 85743 USA		
Mailing Address:	[redacted] USA		
Phone:	[redacted]		
Alt. Phone:			
Email:	[redacted]		

Currently, this license has pending applications.

AGENT

Name:	QIUYING DONG
Gender:	Female
Correspondence Address:	[redacted] USA
Phone:	[redacted]
Alt. Phone:	
Email:	[redacted]

OWNER

60th Day -
8/3/26

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

Officers / Stockholders

Name:	Title:	% Interest:
QIUYING DONG	Member	100.00

KIRIN NI ASIAN BISTRO AND SUSHI BAR LLC - Member

Name: QIUYING DONG
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

APPLICATION INFORMATION

Application Number: 400996
Application Type: Acquisition of Control
Created Date: 05/28/2026

QUESTIONS & ANSWERS

012 Restaurant

3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22 processing fee per card.
Yes

'26 MAY 28 AM 11:35 AZDLLC

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

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	400996
Date Accepted:	5-28-26
LC:	SL
License #	0121000357604

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 4/11/27

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: Dong (Last) Qiuying (First) (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: Arizona
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 09 / 01 / 2023
6. Email address: [redacted]
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

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

'26 MAY 28 AM 11:36 AZDLLC

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: Qiuying Dong

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

Signature: _____ Date: 05/12/26

'26 MAY 28 AM 11:36 AZDLLC

ATTACHMENT

SECTION 4 – BACKGROUND FOR QIUYING DONG

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years?

   Yes, I am the liquor license controlling person of the following establishment:

License #	Location
012070034048	WZ ASIAN BISTRO & SUSHI BAR

Name: Qiuying Dong

Signature: _____

Date: 05/12/26.

'26 MAY 28 AM 11:36 AZDLLC

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

ALIEN STATUS

DLLC USE ONLY	
Job #:	400996
Date Accepted:	5-28-26
LC:	82
License #:	012100035764

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) Qiuying Dong

SECTION II – CITIZENSHIP OR NATIONAL STATUS

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

City [redacted] State _____ **COUNTRY** [redacted]

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

2) Name of document: Arizona Driver License

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

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

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

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

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

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

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

4. A United States certificate of birth abroad.

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

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

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

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

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

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

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SECTION III – QUALIFIED ALIEN

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

_____

Name of document provided

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

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia. 48 U.S.C. § 1901 *etseq.*];

13. A foreign national not physically present in the United States.

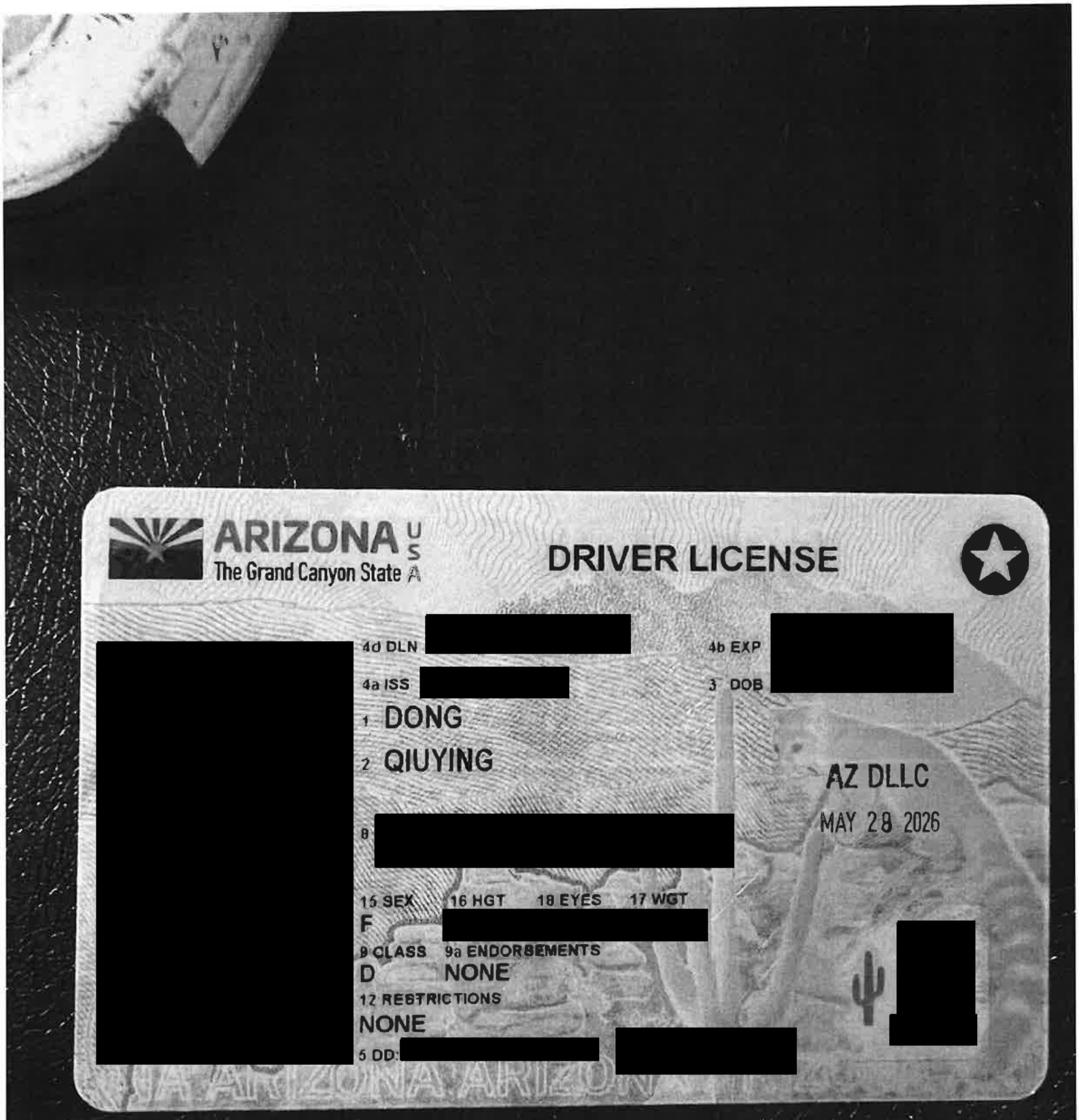
14. ***Otherwise Lawfully Present***

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. §

Qiuying Dong | _____ | 05/12/26

Print Name | **Signature** | **Date**


ARIZONA USA
The Grand Canyon State
DRIVER LICENSE
4d DLN
4b EXP
4a ISS
3 DOB
1 DONG
2 QIUYING
AZ DLLC
MAY 28 2026
8
15 SEX
16 HGT
18 EYES
17 WGT
F
9 CLASS
9a ENDORSEMENTS
D
NONE
12 RESTRICTIONS
NONE
5 DD

'26 MAY 28 AM 11:38 AZDLLC

Certificate # ALIC-M4012025

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

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

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

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

Student Information

Qiu Ying Dong
Full Name (please print)

Signature

4/01/2025
Training Completion Date

4/01/2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants
Company Name

P.O. Box 2502, Chandler AZ 85224-2502
Mailing Address

(480) 730-2675
Daytime Contact Phone Number

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

Instructor Signature

4 / 01 / 2025
Mo Day 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.

'26 MAY 28 AM 11:08 AZDLLC

Certificate #**ALICBLT20250401**

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

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

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

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

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

Student Information

Qiu Ying Dong
Full Name (please print)

Signature

01 Apr 2025
Training Completion Date

04 APR 2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Industry Consultants
Company Name

P.O. Box 2502, Chandler AZ 85224-2502
Mailing Address

(480) 730-2675
Daytime Contact Phone Number

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

Instructor Signature

04 / **01** / **2025**
Mo / Day / Year

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

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

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

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

July 11, 2013

POSTING

Job# _____
DLLC use only

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

Type or Print with Black Ink

Date of Posting: 06 / 10 / 26 Date of Posting Removal: 7 / 6 / 26

Applicant's Name: Dong (Last) Qiuying (First) (Middle)

Business Address: 5884 W Arizona Pavilions Dr (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]	6/10/26
Signature	Date Signed

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

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

Local Governing Body Recommendation

A.R.S. § 4-201(C)

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 400996

County of: Pima City/Town/County #: LL2026-02

If Licensed establishment will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2), **A boundary map of entertainment district must be attached.**

_____ (Name of entertainment district)

_____ (Date of resolution to create the entertainment district)

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on this 04 day of August, 20 26 considered the application of Qiuying Dong

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 Qiuying Dong (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)

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

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 **L2**

Meeting Date: 08/04/2026

To: Mayor and Council

Submitted For: Jill McCleary, Town Clerk

From: Nolette Hernandez, Records Clerk

Date: August 4, 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 a new series #12 Restaurant liquor license submitted by Andrea Dahlman Lewkowitz on behalf of Chipotle Mexican Grill #5674, located at 11302 West Tangerine Road, Marana, Arizona, 85653 (Jill McCleary)

Discussion:

This application is for a new series #12 Restaurant liquor license at Chipotle Mexican Grill #5674, located at 11302 West Tangerine Road, Marana, Arizona, 85653.

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:

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

Suggested Motion:

OPTION 1: I move to approve and submit to the DLLC an order recommending approval of an application for a new series #12 Restaurant liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Chipotle Mexican Grill #5674, located at 11302 West Tangerine Road, Marana, Arizona, 85653.

OPTION 2: I move to approve and submit to the DLLC an order recommending disapproval of an application for a new series #12 Restaurant liquor license application submitted by Andrea Dahlman Lewkowitz on behalf of Chipotle Mexican Grill #5674, located at 11302 West Tangerine Road, Marana, Arizona, 85653.

Attachments

Redacted Application

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

LL 2026-03

received
06/04/2026
11:02 AM
Email
NH

State of Arizona
Department of Liquor Licenses and Control

Created 06/04/2026 @ 10:53:07 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CHIPOTLE MEXICAN GRILL #5674		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	11302 W TANGERINE ROAD MARANA, AZ 85653 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

OWNER

60 th
7-03-26

Name:	CHIPOTLE MEXICAN GRILL INC
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	F08655706
State of Incorporation:	DE
Incorporation Date:	02/05/1999
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
HELEN NICOLE KAMINSKI	Secretary/Gen. Counsel	
MLADEN GRGIC	012100009097	
ALEX RALPH GARCIA JR	012100017358	
ADAM TAYLOR RYMER	CFO,VP,TRES	

CHIPOTLE MEXICAN GRILL INC - CFO,VP,TRES

Name:	ADAM TAYLOR RYMER
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(614)318-2482
Alt. Phone:	
Email:	LICENSING@CHIPOTLE.COM

CHIPOTLE MEXICAN GRILL INC - 012100009097

Name:	MLADEN GRGIC
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	MGRGIC@CHIPOTLE.COM

CHIPOTLE MEXICAN GRILL INC - 012100017358

Name:	ALEX RALPH GARCIA JR
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	ALEX.GARCIA@CHIPOTLE.COM

CHIPOTLE MEXICAN GRILL INC - Secretary/Gen. Counsel

Name: HELEN NICOLE KAMINSKI
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (614)318-2482
Alt. Phone:
Email: LICENSING@CHIPOTLE.COM

MANAGERS

Name: TIFFANY LYNN RODRIGUEZ
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: TRODRIGUEZ@CHIPOTLE.COM

****

Name: JASON RYAN OAKES
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: JOAKES@CHIPOTLE.COM

****

Name: GUILLERMO ABASCAL
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: GABASCAL@CHIPOTLE.COM

****

Name: MATHEW RAY ATCHISON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: MATCHISON@CHIPOTLE.COM

****

Name: STACY JEAN FEDLER
Gender: Female
Correspondence Address: [redacted]
USA
Phone: [redacted]
Alt. Phone:
Email: [redacted]

****

Name: ALYSSA ISABEL VITAL
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: AVITALE@CHIPOTLE.COM

****

Name: LACEY AMBER BLEDSOE
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: [redacted]
Alt. Phone:
Email: LBLEDSOE@CHIPOTLE.COM

****

Name:	PATRICK GERHART HANNAN
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	[redacted]
Alt. Phone:	
Email:	PHANNAN@CHIPOTLE.COM

APPLICATION INFORMATION

Application Number:	401108
Application Type:	New Application
Created Date:	05/29/2026

QUESTIONS & ANSWERS

012 Restaurant

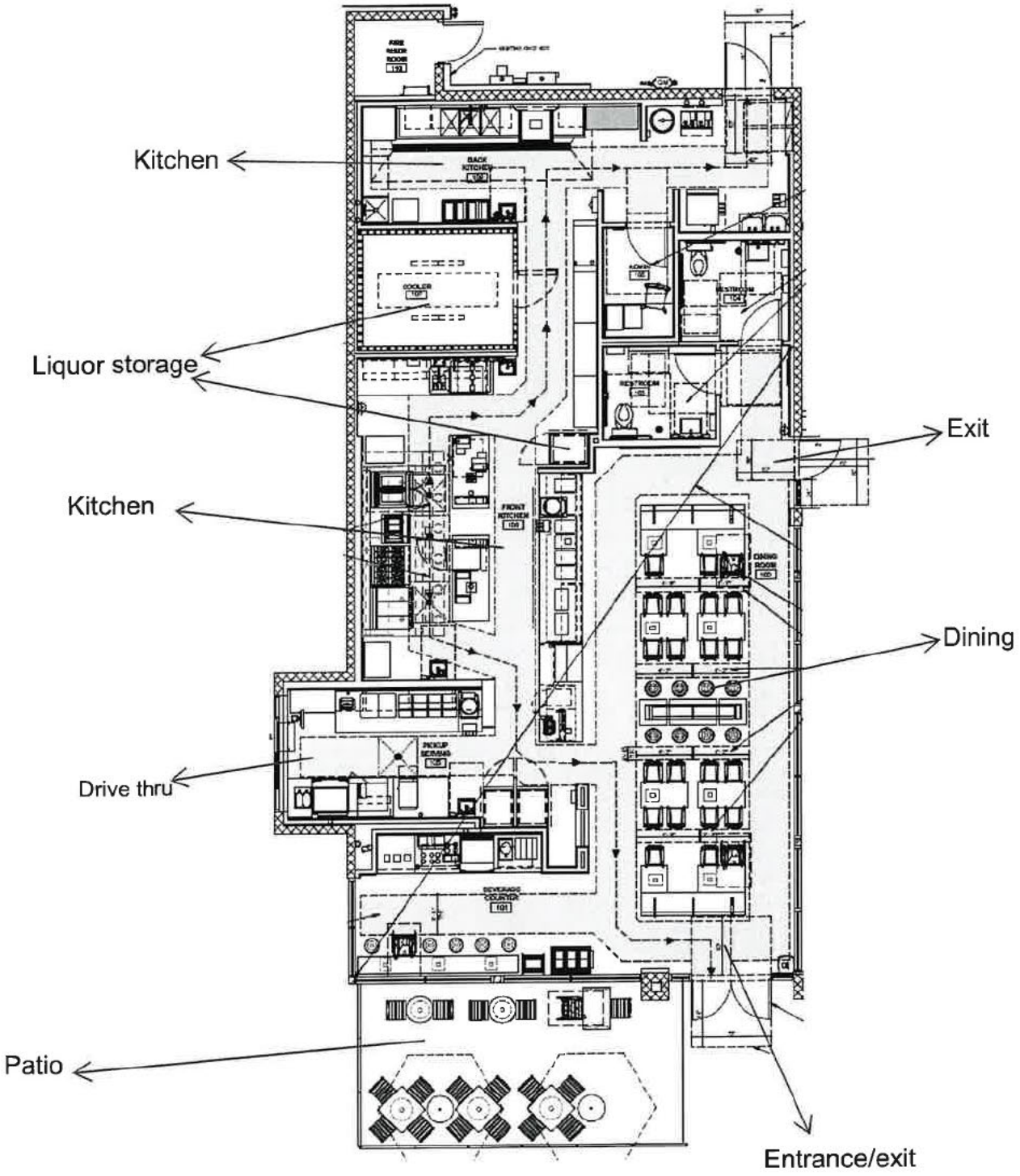
1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   TERMINATION AND/OR OTHER MONETARY PENALTIES
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0.00
6) Are there walk-up or drive-through windows on the premises?
   Yes
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   DECEMBER 2026
9) What type of business will this license be used for?
   RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	#5674_AGT ADL (Ctn).pdf	05/29/2026
QUESTIONNAIRE	#5674_AGT ADL (Q).pdf	05/29/2026
RECORDS REQUIRED FOR AUDIT	#5674_Audit.pdf	05/29/2026
QUESTIONNAIRE	#5674_CP Kaminski (Q+Supple).pdf	05/29/2026
QUESTIONNAIRE	#5674_CP Rymer (Q+Supple).pdf	05/29/2026
DIAGRAM/FLOOR PLAN	#5674_Diagram.pdf	05/29/2026
MENU	#5674_Menu.pdf	05/29/2026
QUESTIONNAIRE	#5674_MGR Atchison (Q+T).pdf	05/29/2026
RESTAURANT OPERATION PLAN	#5674_ROP.pdf	05/29/2026
MISCELLANEOUS	CMG_Ownership.pdf	05/29/2026

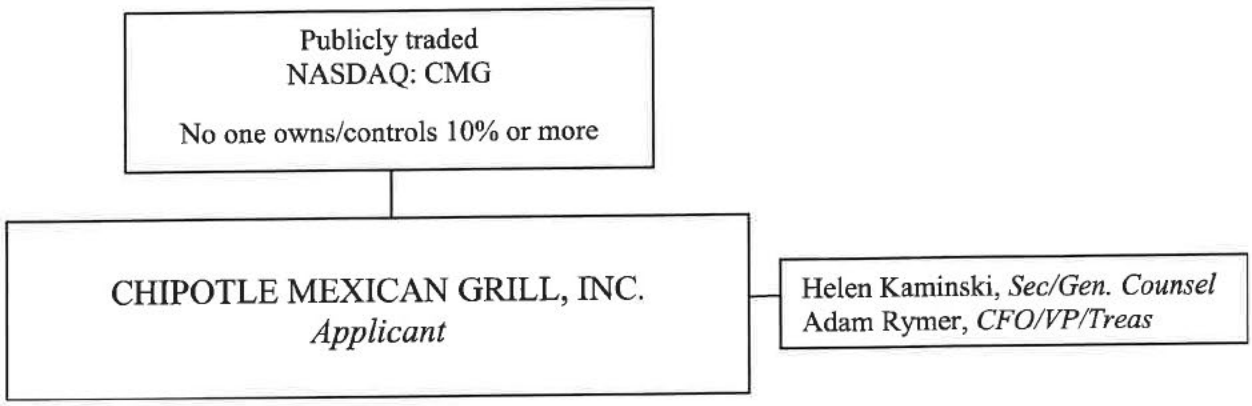
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Chipotle Mexican Grill #5674
11302 W. Tangerine Road
Marana, AZ 85653
2,325 SF



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CHIPOTLE MEXICAN GRILL, INC.
Ownership Chart | 9/30/2025 (final)



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

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RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND HOTEL/MOTEL SERIES 11 ONLY

DLLC USE ONLY

Job #:	401108
Date Accepted:	5-29-25
LC:	BS
License #:	

1. Name of restaurant (Please print): CHIPOTLE MEXICAN GRILL #5674

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	GAS FRYER | GAS RANGE | GAS GROOVED GRIDDLE
Oven	N/A
Freezer	WALK-IN COOLER
Refrigerator	REACH-IN | UNDERCOUNTER | PREP REFRIGERATORS
Sink	4-COMPARTMENT SINK | WALL-MOUNTED HAND SINK
Dish Washing Facilities	4-COMPARTMENT SINK
Food Preparation Counter (Dimensions)	HOT FOOD TABLES | CHEF TABLS | WORK TABLES
Other	TORTILLA PRESS | BLENDER | ICE MAKER | GAS RICE COOKER | FOOD PROCESSOR

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

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

(**Do not include kitchen, bar, hi-top tables, or game area.**) 45 %

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

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

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

a) Restaurant dining area of your premises: **(DO NOT INCLUDE PATIO SEATING)** [42]

b) Bar area [+ 0]

TOTAL [= 42]

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

8. Does your restaurant contain any **games, televisions, or any other entertainment?** ☐ Yes ☒ No
If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ Yes ☒ No
If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	3-4
Bartenders	0
Hostesses	0
Managers	3
Servers | Order | Prep | Cashier	6-7
Other (Dishwasher)	1
Other ( )	
Other ( )	

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

Applicant Signature: _____

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DLLC USE ONLY	
Job #:	401108
Date Accepted:	5-29-26
LC:	BS
License #:	

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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

1. Name of restaurant (Please print): CHIPOTLE MEXICAN GRILL #5674
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. **General Ledger**
    - A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales
    - B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks
12. **Tax Records**
    - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    - B. Income Tax Return - city, state and federal (copies)
    - C. Any supporting books, records, schedules or documents used in preparation of tax returns

'25 5 29 Liqr. Dept PM 2:52

13. **Payroll Records**

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

B. Employee Log (A.R.S. §4-119)

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

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

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

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

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

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A) 7
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(M)
For the purpose of this section:

Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

Gross revenue: the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

Declaration:

I, (Print Name) ANDREA DAHLMAN LEWKOWITZ, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: _____

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

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CHIPOTLE

MEXICAN GRILL

BURRITOS, TACOS & SALADS



BURRITO
Tortilla, choice of rice, beans, meat, salsa and cheese or sour cream. Add peppers and onions instead of beans for a fajita burrito.
CALORIES: 350-930



BURRITO BOWL
Just like a burrito, but served in a bowl with no tortilla.
CALORIES: 160-640



TACOS
Your choice of three crispy corn, soft corn or soft flour tortillas with meat, salsa, cheese or sour cream and romaine lettuce.
CALORIES: 320-670



SALAD
Chopped romaine lettuce with choice of beans, meat, salsa and cheese, with or without chipotle-honey vinaigrette.
CALORIES: 170-780

CHICKEN
Naturally raised, marinated in our chipotle adobo, then grilled.
$6.25

STEAK
Naturally raised, marinated in our chipotle adobo, then grilled.
$6.65

BARBACOA
Naturally raised beef. Braised for hours, then shredded.
$6.65

CARNITAS
Naturally raised pork. Braised for hours, then shredded.
$6.65

VEGETARIAN
Includes our fresh guacamole and vegetarian black beans.
$6.25

SALSAS

Fresh Tomato (Mild) Calories: 20	Roasted Chili-Corn (Medium) Calories: 80	Tomatillo-Green Chili (Medium Hot) Calories: 15	Tomatillo-Red Chili (Hot) Calories: 40

EXTRAS & DRINKS

Chips & Guacamole : Serves 2 (Cal: 360 ea/720 tot) $2.95
Chips & Salsa : Serves 2 (Cal: 295-325 ea/590-650 tot) $1.75
Guacamole (Calories: 150) $1.80
Chips: Serves 2 (Calories: 285 ea/570 tot) $1.25
Margarita (Calories: 210) $4.50
Beer (Calories: 100-170) ..... $3.50 / $4.00
Bottled Drinks (Calories: 0-280) ..... $2.10 / $2.50
Soda (Calories: 0-290) ..... $1.60 / $1.90
Kid's Drinks (Calories: 100-150) ..... $1.65 / $2.20

KID'S MENU

All Kid's Menu items served with kid's chips and a drink.
Kid's Drinks: Juice, Organic Milk (plain or chocolate)

1. **Small Cheese Quesadilla** $3.25
   With a side of rice and beans
   Calories: 620-670
2. **Small Meat & Cheese Quesadilla** $3.75
   With a side of rice and beans
   Calories: 680-730
3. **Single Taco** $3.75
   Soft or crispy shell, and a choice of any three items (one meat or guacamole) and a side of rice.
   Calories: 470-630
4. **Taco Kit** (they build it) $4.25
   Choose any three ingredients (one meat or guacamole) and two soft or crispy shells. Served on a tray for easy building.
   Calories: 420-610

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DLLC USE ONLY

Job #:	401108
Date Accepted:	5-29-26
LC:	BS
License #	

Personal Information Questionnaire

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

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

FP- Current
8-25-27

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: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (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: 04 / 01 / 1961
6. Email address: ANDREA@LEWKLAW.COM
7. Home Address: [redacted]
8. Daytime phone #: (602) 200-7222 Alternative phone #: (602) 200-7222

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5674
3. Business Address: 11302 W. TANGERINE ROAD, MARANA, AZ 85653

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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: MATHEW ATCHISON

SECTION 4 – BACKGROUND

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

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

SIGNATURE

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

Signature: _____ Date: 5/28/2026

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

DLLC USE ONLY	
Job #:	401108
Date Accepted:	5-29-26
LC:	BS
License #:	

ALIEN STATUS

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) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS

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

City [redacted] State [redacted] **COUNTRY** USA

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

2) Nameof document: AZ DRIVER LICENSE

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

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

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

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

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

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

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

4. A United States certificate of birth abroad.

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

6. A foreign passport with a United States visa.

7. An I-94 form with a photograph.

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

9. A United States certificate of naturalization.

10. A United States certificate of citizenship.

11. A tribal certificate of Indian blood.

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

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

'25 5 29 Liqr. Dept PM 2:52

SECTION III – QUALIFIED ALIEN

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

_____

Name of document provided

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

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act(INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia. 48 U.S.C. § 1901 *etseq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

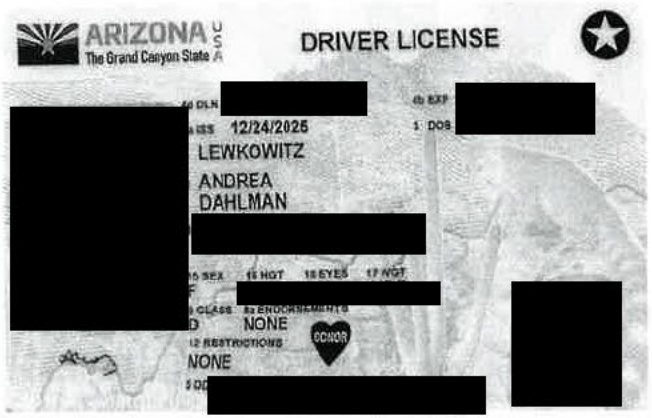
15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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. §

ANDREA DAHLMAN LEWKOWITZ — **Print Name**

Signature

05/28/2026 — **Date**



'26 5 29 1:47 Dept PM 2:52



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

26 JUN 29 PM 2:52 DEPT

DLLC USE ONLY

Job #:	401108
Date Accepted:	5-29-26
LC:	BS
License #	

Personal Information Questionnaire

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

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

FP- current
6-11-26

FP: 5/2024

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: ATCHISON (Last) MATHEW (First) RAY (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 07 / 01 / 1990
6. Email address: MATCHISON@CHIPOTLE.COM
7. Home Address: [redacted]
8. Daytime phone #: [redacted] Alternative phone #: [redacted]

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5674
3. Business Address: 11302 W. TANGERINE ROAD, MARANA, AZ 85653

Docusign Envelope ID: 40F0007C-6B0F-4BA7-AEF3-8CC5284EC7CA

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: MATHEW ATCHISON

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) MATHEW RAY ATCHISON 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: Signed by: AD0D2F180586452 **Date:** 3/10/2026

Certificate #814370

'25 5 29 Liq. Dept Mail 2:52

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

- ☐ 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

Mathew Atchison
Full Name (please print)

Mathew Atchison
Signature

06-26-2025
Training Completion Date

06-25-2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, 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).

Robert V Graham
Instructor Signature

26 / 06 / 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 #814370

25 S 29 Liqr. Dept PM 2:52

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

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

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

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

Student Information

Mathew Atchison
Full Name (please print)

Mathew Atchison
Signature

06-26-2025
Training Completion Date

06-25-2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)
Company Name

P.O. Box 192, Madison, South Dakota 57042
Mailing Address

1- (800) 247-7737
Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete
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Robert V Graham
Instructor Signature

26 / 06 / 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
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In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
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July 11, 2013

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

25 5 29 Liqr. Dept PM 2:53

DLLC USE ONLY

Job #:	401108
Date Accepted:	5-29-25
LC:	BS
License #	

Personal Information Questionnaire

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

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FP: 10/2025

FP Current 10-24-27

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: RYMER (Last) ADAM (First) TAYLOR (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: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: LICENSING@CHIPOTLE.COM
7. Home Address: [redacted]
8. Daytime phone #: (614) 318-2482 Alternative phone #: (614) 318-2482

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5674
3. Business Address: 11302 W. TANGERINE ROAD, MARANA, AZ 85653

'26 5 29 Liqr. Dept PM 2:53

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: MATHEW ATCHISON

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) ADAM TAYLOR RYMER hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: _____ **Date:** 3-11-2026

'26 5 29 Liqr. Dept PM 2:53

AZ Dept. of Liquor
Questionnaire Supplement
SECTION 4, Question 1 + 3 - YES

Name: Adam Rymer

I currently serve, or have served, as an officer for alcohol beverage licenses held by Chipotle Mexican Grill, Inc. and its affiliates throughout the United States in the past five years. Some of these licenses may have been cited for alleged violations, resulting in fines paid and/or temporary suspensions. I have not been cited personally for a liquor violation in the past 5 years.



Signature

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

'26 5 29 Liqr. Dept PM 2:53

DLLC USE ONLY

Job #:	401108
Date Accepted:	5-29-26
LC:	BS
License #	

Personal Information Questionnaire

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FP- current
4-19-27

FP: 3/2025

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: KAMINSKI (Last) HELEN (First) NICOLE (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: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: LICENSING@CHIPOTLE.COM
7. Home Address: [redacted]
8. Daytime phone #: (614) 318-2482 Alternative phone #: (614) 318-2482

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5674
3. Business Address: 11302 W. TANGERINE ROAD, MARANA, TUCSON, AZ 85653

'26 5 29 Liqr. Dept PM 2:53

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: MATHEW ATCHISON

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) HELEN NICOLE KAMINSKI 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: Helen N Kaminski Date: 3-11-2026

'26 5 29 Liqr. Dept PM 2:53

AZ Dept. of Liquor
Questionnaire Supplement
SECTION 4, Question 1 + 3 - YES

Name: Helen Nicole Kaminski

I currently serve, or have served, as an officer for alcohol beverage licenses held by Chipotle Mexican Grill, Inc. and its affiliates throughout the United States in the past five years. Some of these licenses may have been cited for alleged violations, resulting in fines paid and/or temporary suspensions. I have not been cited personally for a liquor violation in the past 5 years.

Helen N Kaminski

Signature

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: 07 / 10 / 26 Date of Posting Removal: 8 / 3 / 26

Applicant's Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 11302 W Tangerine Rd (Street) Marana (City) 85653 (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

Edward R Burns Jr. — Signature

7 10 24 — Date Signed

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

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

Local Governing Body Recommendation

A.R.S. § 4-201(C)

City or Town of: Town of Marana (Circle one) Liquor License/Application #: 401108

County of: Pima City/Town/County #: LL2026-03

If Licensed establishment will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2), **A boundary map of entertainment district must be attached.**

_____ (Name of entertainment district)

_____ (Date of resolution to create the entertainment district)

The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on this 04 day of August, 20 26 considered the application of Andrea Dahlman Lewkowitz

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 Andrea Dahlman Lewkowitz (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)

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

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: 08/04/2026

To: Mayor and Council

Submitted For: Mike Osborne, Water Deputy Director

From: Heidi Lasham, Water Director

Date: August 4, 2026

Strategic Plan Focus Area:
Healthy Lifestyles

Subject: Resolution No. 2026-056: Relating to Development; amending the 2022 Wastewater Facilities Infrastructure Improvements Plan supporting development impact fees for wastewater facilities and the 2022 Water Infrastructure, Water Resources, and Water Reclamation Impact Fee Report by revising the size, alignment, and/or cost of two gravity pipe projects and shifting the anticipated development impact fee funding among the projects without changing the amount of the wastewater facilities impact fees or the level of service (Mike Osborne)

Discussion:

The Town is authorized by the Arizona municipal development impact fee enabling statute, A.R.S. § 9-463.05, to assess and collect development impact fees to offset costs to the Town associated with providing necessary public services to a development. The Town Council adopted Marana Ordinance No. 2022.029 at its regularly scheduled Town Council meeting on December 20, 2022, to, among other things, revise development impact fees for wastewater facilities in conformance with A.R.S. § 9-463.05.

The wastewater facilities development impact fee adopted relied on the Wastewater Facilities Infrastructure Improvement Plan adopted by paragraph 4 of Marana Resolution No. 2022-100 dated September 20, 2022 (the "2022 Wastewater IIP") and the Water Infrastructure, Water Resources, and Water Reclamation Impact Fee Report accepted and approved per Section 1(B) of Marana Ordinance No. 2022.029 (the "2022 Water Fee Report"). The 2022 Wastewater IIP identifies a project known as "Improvement ID 10"as a 15-inch, 11,500 linear feet (LF) gravity pipe traveling west on

Moore Road, then north on Lon Adams Road, then west on Clark Farms Boulevard.

Per the 2025 Town of Marana Sewer Master Plan Update, changes in development infrastructure and the timing of its construction will require the alignment of Improvement ID 10, also known as the Clark Farms Sewer Interceptor, to be changed and the diameter of the gravity pipe to increase. In order to offset the increased cost of Improvement ID 10, another project within the 2022 Wastewater IIP, known as Improvement ID 9, will be reduced from 5,300 LF to 2,452 LF, with installation phased and the remaining linear footage to be evaluated in a future infrastructure improvements plan.

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

The notice of the proposed revisions to the 2022 Wastewater IIP and 2022 Water Fee Report was published in The Daily Territorial on June 30, July 1, July 2, and July 3, 2026.

Financial Impact:

The proposed amendment will not have any financial impact.

Staff Recommendation:

Staff recommends the adoption of Resolution 2026-056, Amending the 2022 Wastewater Facilities Infrastructure Improvements Plan supporting development Impact Fees for wastewater facilities and the 2022 Water Infrastructure Water Resources, and Water Reclamation Impact Fee Report by revising the size, alignment, and/or cost of two gravity pipe projects and shifting the anticipated development impact fee funding among the projects without changing the amount of the amount of the Wastewater Facilities Impact Fees or the Level of Service.

Suggested Motion:

I move to adopt Resolution 2026-056, amending the 2022 Wastewater Facilities Infrastructure Improvements Plan supporting development impact fees for wastewater facilities and the 2022 Water Infrastructure Water Resources, and Water Reclamation Impact Fee Report.

Attachments

Resolution No. 2026-056

Exhibit A to Resolution - Amendment to Wastewater IIP

MARANA RESOLUTION NO. 2026-056

RELATING TO DEVELOPMENT; AMENDING THE 2022 WASTEWATER FACILITIES INFRASTRUCTURE IMPROVEMENTS PLAN SUPPORTING DEVELOPMENT IMPACT FEES FOR WASTEWATER FACILITIES AND THE 2022 WATER INFRASTRUCTURE, WATER RESOURCES, AND WATER RECLAMATION IMPACT FEE REPORT BY REVISING THE SIZE, ALIGNMENT, AND/OR COST OF TWO GRAVITY PIPE PROJECTS AND SHIFTING THE ANTICIPATED DEVELOPMENT IMPACT FEE FUNDING AMONG THE PROJECTS WITHOUT CHANGING THE AMOUNT OF THE WASTEWATER FACILITIES IMPACT FEES OR THE LEVEL OF SERVICE

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

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

WHEREAS the wastewater facilities development impact fee adopted relied on the Wastewater Facilities Infrastructure Improvement Plan adopted by paragraph 4 of Marana Resolution No. 2022-100 dated September 20, 2022 (the "2022 Wastewater IIP") and the Water Infrastructure, Water Resources, and Water Reclamation Impact Fee Report accepted and approved per Section 1(B) of Marana Ordinance No. 2022.029 (the "2022 Water Fee Report"); and

WHEREAS the 2022 Wastewater IIP identifies a project known as "Improvement ID 10"as a 15-inch, 11,500 linear feet (LF) gravity pipe traveling west on Moore Road, then north on Lon Adams Road, then west on Clark Farms Boulevard; and

WHEREAS per the 2025 Town of Marana Sewer Master Plan Update, changes in development infrastructure and the timing of its construction will require the alignment of Improvement ID 10, also known as the Clark Farms Sewer Interceptor, to be changed and the diameter of the gravity pipe to increase; and

WHEREAS to offset the increased cost of Improvement ID 10, another project within the 2022 Wastewater IIP, known as Improvement ID 9, will be reduced from 5,300

LF to 2,452 LF, with installation phased and the remaining linear footage to be evaluated in a future infrastructure improvements plan; and

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

WHEREAS notice of the proposed revisions to the 2022 Wastewater IIP and 2022 Water Fee Report was published in *The Daily Territorial* on June 30, July 1, July 2, and July 3, 2026; and

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

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

SECTION 1. The 2022 Wastewater IIP is hereby amended as set forth in Exhibit A, attached to and incorporated herein by this reference.

SECTION 2. Table 14: Water Reclamation Impact Fee Costs and Table 15: Water Reclamation Fee per EDU of the 2022 Water Fee Report are hereby amended as follows, with deletions shown with ~~strikethroughs~~ and additions shown with double underlining (only amendments to the tables are shown; the remainder of the tables are unchanged):

Table 14: Water Reclamation Impact Fee Costs

Project Description	**Total Cost**	**% Fee Funded**	**$ Included**
Improvement 9	~~3,034,513~~ 1,422,475	100%	~~3,034,513~~ 1,422,475
Improvement 10	~~5,809,844~~ 7,421,882	100%	~~5,809,844~~ 7,421,882

Table 15: Water Reclamation Fee per EDU

Description	System-Wide	Water Rec Share
Improvement 9	~~3,034,513~~ 1,422,475	~~3,034,513~~ 1,422,475
Improvement 10	~~5,809,844~~ 7,421,882	~~5,809,844~~ 7,421,882

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August 2026.

Mayor Jon Post

ATTEST:

Jill McCleary, Town Clerk

APPROVED AS TO FORM:

Jane Fairall, Town Attorney

2026 Amendment to Wastewater Facilities Infrastructure Improvements Plan

Approved by the Marana Town Council, September 20, 2022

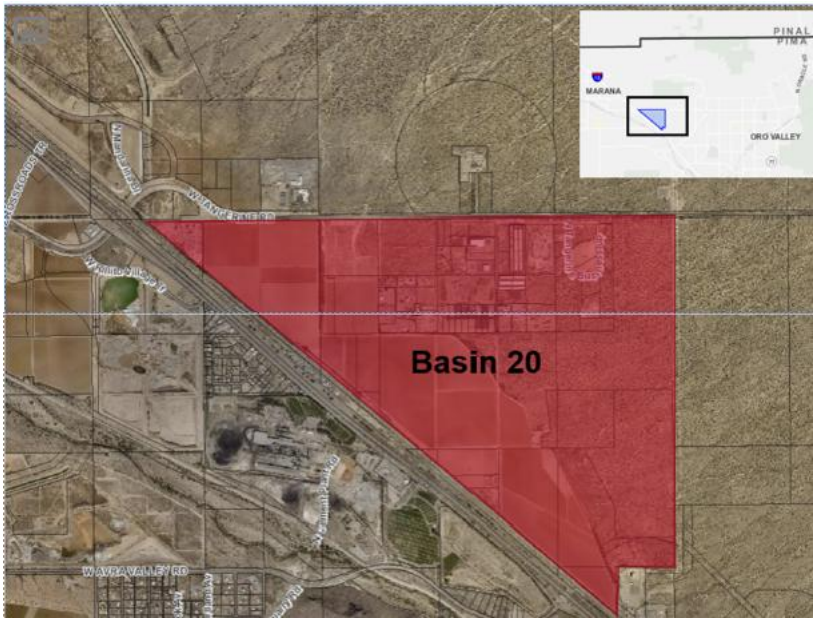
Background Information

Per the 2025 Town of Marana Sewer Master Plan Update, changes in development infrastructure and the timing of its construction will require the Clark Farms Sewer Interceptor alignment to be changed and the diameter of the gravity pipe to increase. The Clark Farms Sewer Interceptor is identified in the Wastewater Facilities Infrastructure Improvements Plan approved by the Marana Town Council on September 20, 2022 (the "2022 Wastewater IIP") as "Improvement ID 10."

The Stonegate development, located on the east side of I-10, will require a force main sewer to transfer sewer loads west of I-10. There is an existing 15-inch gravity sewer main crossing I-10 at the north end of the Mandarina development intended to handle sewer flows from Mandarina and the Mandarina South development. The gravity sewer has capacity for 1,000 EDUs from Stonegate but flows from the remaining EDUs will require a force main.

The updated alignment of the Clark Farms Sewer Interceptor is critical because the location of the sewer force main outfall has impacted the proposed size of the Clark Farms Sewer Interceptor. Basin 20 is identified as a future development located south of Tangerine Road and east of I-10 shown in **Figure 1**, below. Basin 20 is an important consideration for the Clark Farms Sewer Interceptor because the flows from Basin 20 will flow through the new sewer alignment. The quantity and location of the additional flows will impact the sewer pipe sizing.

Figure 1. Map of Basin 20



I. Amendments to Section 8.2. 2028 – 2032 (10 Year) Infrastructure Improvements

A. Improvement ID 10

Improvement ID 10 is hereby renamed from "New Parallel Gravity Main Along Saguaro Bloom Transmission Line" to "Clark Farms Sewer Interceptor" and described as follows:

The realigned Clark Farms Sewer Interceptor will be completed in two phases. Phase 1 is the installation of 2,130 LF of 21-inch gravity sewer pipe following the Clark Farms Boulevard alignment. Phase 2 includes 1,115 LF of 21-inch gravity sewer connecting at Clark Farms Boulevard and continuing north to Barnett Road. The installation of 8,410 LF of 24-inch gravity sewer pipe will continue along the Barnett Road alignment to a connection point at Tangerine Farms Road and Barnett Road.

B. Improvement ID 9

Improvement ID 9 (New Parallel Gravity Main to Existing WRF) is hereby amended within the 2022 Wastewater IIP to offset the increased cost of Improvement ID 10. Improvement ID 9 will be reduced from 5,300 LF to 2,452 LF within the 2022 Wastewater IIP. The installation of Improvement ID 9 will be phased, with the remaining linear footage to be evaluated in a future infrastructure improvements plan.

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C. Table 8-3. 2028 – 2032 (10 Year) Capital Improvement Summary

Table 8-3 is hereby amended as follows, with deletions shown with strikethroughs and additions shown with double underlining:

Table 8-3. 2028 – 2032 (10 Year) Capital Improvement Summary

Improvement ID	Infrastructure Component	Size / Quality	Construction Cost[1]
9	Gravity Pipe	27-inch x ~~5,300~~ 2,452 LF	~~$3,034,513~~ $1,422,475
10	Gravity Pipe	~~15-Inch x 11,500 LF~~ Phase 1 21-inch x 2,130 LF	~~$5,809,844~~ Phase 1 - $1,485,165
		Phase 2 21-Inch x 1,115 LF 24-inch x 8,410 LF	Phase 2 - $5,936,717
11	Gravity Pipe Lift Station Force Main	18-inch x 6,800 LF 210 gpm capacity 6-inch x 6,800 LF	$4,500,690
Total			$13,345,048

[1] These are total estimated project costs including direct construction costs, contingency, contractor fees, design fees, and other direct costs. Fully loaded costs for each improvement project are provided in Appendix C.

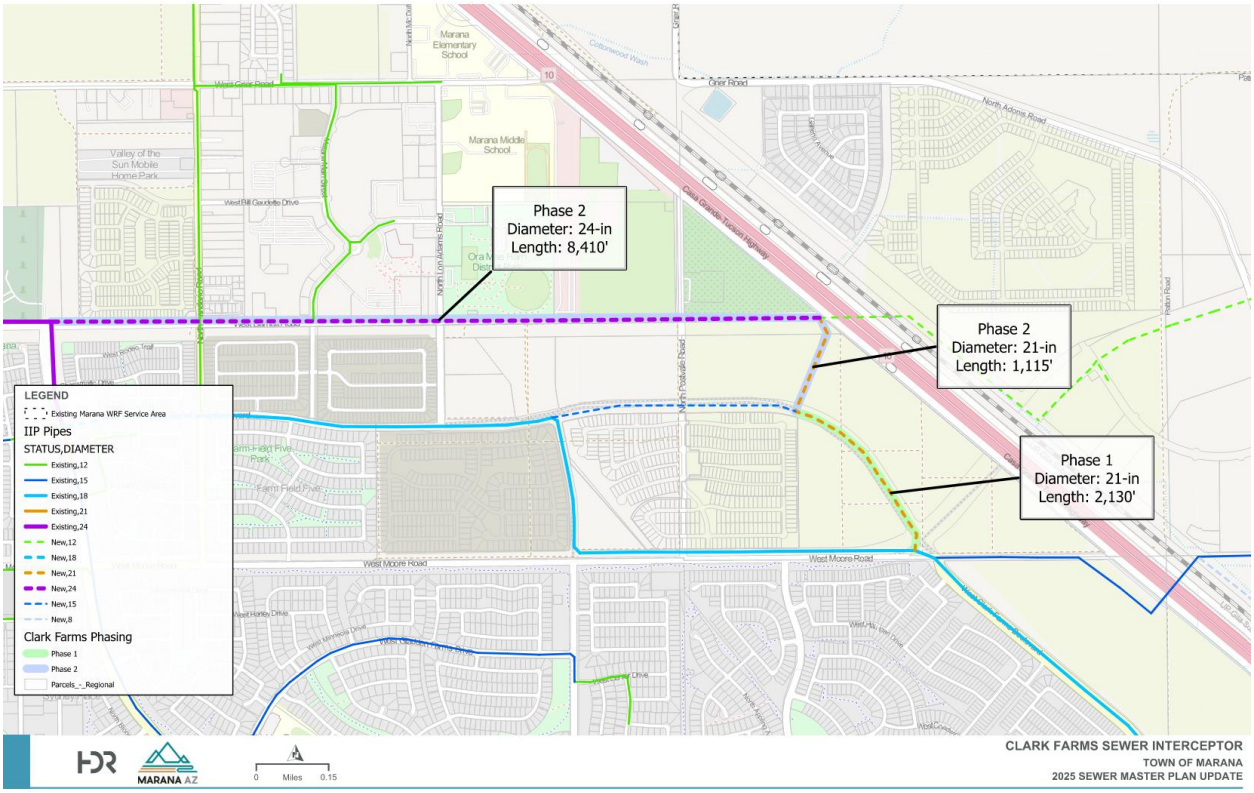
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D. Figure 8-2. 2028 – 2032 (10 Year) Capital Improvement Projects

Figure 8-2 is hereby amended to reduce the linear footage for Improvement ID 9 from 5,300 LF to 2,452 LF.

Figure 2, below, shows the new proposed alignment and size of Improvement ID 10. The alignment and size shown in Figure 2 supersedes and replaces the alignment and size for Improvement ID 10 shown in Figure 8-2 in the 2022 Wastewater IIP.

Figure 2. New Improvement ID 10 (Clark Farms Sewer Interceptor) Alignment



II. Amendments to Appendix C: CIP Cost Tables

The cost tables provided in Appendix C for Improvement ID 9 and Improvement ID 10 are hereby deleted and replaced with the following cost tables. The CIP Cost Summary provided in Appendix C is hereby amended to conform to the revised cost tables provided for Improvement ID 9 and Improvement ID 10.

Gravity Pipe

Improvement ID: 9

Design Parameters:

Pipe Length	2,452 FT
Pipe Size	27 IN

Assumptions:

Fiscal Year:	**22/23**	**23/24**	**24/25**	**25/26**	**26/27**	**27/28**	**28/29**	**29/30**	**30/31**	**31/32**	**Total**
CIP Budget:									$751,900		$751,900

Construction Costs

Construction	$751,900
Contingency @ 25%	$187,975
Subtotal Construction Cost	**$939,875**

Contractor Costs

Mob/Demob (1%)	$9,399
General Conditions (8%)	$75,190
Overhead (10%)	$102,446
Bonds + Insurance (2%)	$22,538
Profit (6%)	$68,967
Subtotal Contractor Cost	**$278,540**

Other Costs

Sales Tax (8.1%)	$98,692
Engineering Design (8%)	$105,369
Subtotal Other Costs	**$204,060**

Total Project Cost	**$1,422,475**

Construction Costs	**Unit**	**Quantity**	**Unit Cost**	**Extended Cost**
Gravity Pipe	LF	2,452	$248	$608,096
Manholes	EA	5	$28,750	$143,750
Sub-Total				**$751,900**
Contingency (25%)				$187,975
Subtotal Construction Cost				**$939,875**

Gravity Pipe

Improvement ID: 10

Design Parameters:

Pipe Length	11,655 FT
Pipe Size	21 & 24 IN

Assumptions:

Fiscal Year:	**22/23**	**23/24**	**24/25**	**25/26**	**26/27**	**27/28**	**28/29**	**29/30**	**30/31**	**31/32**	**Total**
CIP Budget:									$**3,923,100**		$3,923,100

Construction Costs

Construction	$3,923,100
Contingency @ 25%	$980,775
Subtotal Construction Cost	**$4,903,875**

Contractor Costs

Mob/Demob (1%)	$49,039
General Conditions (8%)	$392,310
Overhead (10%)	$534,522
Bonds + Insurance (2%)	$117,595
Profit (6%)	$359,840
Subtotal Contractor Cost	**$1,453,307**

Other Costs

Sales Tax (8.1%)	$514,932
Engineering Design (8%)	$549,769
Subtotal Other Costs	**$1,064,701**

Total Project Cost	**$7,421,882**

Construction Costs	**Unit**	**Quantity**	**Unit Cost**	**Extended Cost**
Gravity Pipe	LF	11,655	$270	$3,146,850
Manholes	EA	27	$28,750	$776,250
Sub-Total				**$3,923,100**
Contingency (25%)				$980,775
Subtotal Construction Cost				**$4,903,875**

III. Miscellaneous Conforming Amendments

All other sections of the 2022 Wastewater IIP, including maps, charts, tables, etc., are hereby amended to conform to the amendments discussed in this document.

Council-Regular Meeting **A2**

Meeting Date: 08/04/2026

To: Mayor and Council

From: Jill McCleary, Town Clerk

Date: August 4, 2026

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2026-057: Relating to Elections; declaring and adopting the results of the Town of Marana primary election held on July 21, 2026 (Jill McCleary)

Discussion:

Pursuant to A.R.S. § 16-646, the governing body of a city or town must enter on the official record of the city or town the official canvass of the votes after a primary or general election. Per A.R.S. § 16-642, this must take place not less than six days nor more than 20 days following the election.

The Pima County Official Canvass of the primary election was not available at the time this item was prepared for the Council packet. Staff anticipates that the official canvass from the Pima County Elections Department will be available no later than the meeting date of August 4, 2026, and will be presented to Council for its approval at that time.

Staff Recommendation:

Staff recommends approval of the Official Canvass of the vote for the primary election held on July 21, 2026, when it is presented to Council on August 4, 2026.

Suggested Motion:

I move to adopt Resolution No. 2026-057, declaring and adopting the results of the Town of Marana primary election held on July 21, 2026.

Attachments

Resolution No. 2026-057
Final Canvass 2026 Primary

MARANA RESOLUTION NO. 2026-057

RELATING TO ELECTIONS; DECLARING AND ADOPTING THE RESULTS OF THE TOWN OF MARANA PRIMARY ELECTION HELD ON JULY 21, 2026

WHEREAS the Town of Marana, Pima County, Arizona, did hold a primary election on the 21st day of July 2026, for the special election of Mayor for a two-year term and an election of four Council Members; and

WHEREAS the election returns have been presented to and have been canvassed by the Town Council.

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

SECTION 1. That the total number of ballots cast at said primary election, as confirmed by the Pima County Elections Department, was 16,087.

SECTION 2. That the total number of ballots rejected at the countywide July 21, 2026 Pima County consolidated primary election, as confirmed by the Pima County Elections Department, was 3.

SECTION 3. That the total number of votes cast in each contest at said primary election, as confirmed by the Pima County Elections Department, was as follows:

Office	Votes Cast
Mayor (Two-Year Term)	13,997
Council Member	48,200

SECTION 4. That the votes cast for the candidates for Mayor (Two-Year Term) were as follows:

Name	Vote Total
Greg Johnsen	6,350
Jon Post	7,620

SECTION 5. That the votes cast for the candidates for Council Member were as follows:

Name	Vote Total
Herb Kai	7,726

Jackie McGuire	7,302
Teri Murphy	7,490
John Officer	7,472
Julie Prince	6,763
Sue Ritz	6,767
Jackie Craig, Write-In Candidate	4,424
Other Write-In Candidates	256

SECTION 6. That it is hereby found, determined and declared of record, that the following candidates did receive more than one-half of the total number of valid votes cast, and if more candidates received a majority of the votes than there are offices to be filled, the following candidates received the highest number of votes pursuant to the calculations governed by Chapter 2-2 of the Marana Town Code and A.R.S. § 9-821.01, and are hereby declared elected and issued certificates of election:

Mayor (Two-Year Term) – Jon Post

Council Member – Herb Kai

Council Member – Jackie McGuire

Council Member – Teri Murphy

Council Member – John Officer

SECTION 7. Pursuant to A.R.S. § 16-646(D), the certified permanent copy of the official canvass for all offices of the July 21, 2026 primary election shall be filed with the Town Clerk, who shall maintain and preserve it as a permanent public record.

SECTION 8. This resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED BY THE Mayor and Council of the Town of Marana, Arizona, this 4th day of August 2026.

_____
Mayor Jon Post

ATTEST:

_____
Jill McCleary, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Town Attorney

PIMA COUNTY
ELECTIONS

Official Canvass

Primary Election

July 21, 2026

Town of Marana

Pima County Elections

6550 S. Country Club Road

Tucson, AZ 85756

PIMA COUNTY
ELECTIONS

CERTIFICATION OF OFFICIAL RETURNS

2026 Primary Election – Pima County, Arizona

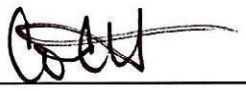
Pursuant to the provisions of the Arizona Revised Statutes, Title 16, and in accordance with the Arizona Constitution, Article 7, as well as Arizona Revised Statutes Titles 9 and 16, I hereby certify that the attached tabulation constitutes a full, true, and correct copy of the official returns of the **2026 Primary Election**, conducted in and for Pima County, Arizona, on **July 21, 2026**.

The following jurisdictions participated in the election:

- Town of Marana

The tabulation concluded on **July 30, 2026 at 11:16 AM**.

This tabulation includes all ballots cast in the election which includes returned early ballots, early ballots cast in-person, and election day ballots.



7/30/2026

Signature of Certifying Official **Date**

Constance L. Hargrove
Elections Director
Pima County Elections Department

Constance L. Hargrove, Director

6550 S. Country Club Road • Tucson, AZ 85756 • Desk: 520-724-6868 | www.pima.gov

Email • constance.hargrove@pima.gov

Ballots Processed Information

TOWN OF MARANA

Registered Voter Totals by Party

ALL REGISTERED							
	DEM	REP	LBT	NOL	GRN	OTH	TOTAL
Active	11,186	15,701	265	362	29	14,949	**42,492**
Inactive	918	1,385	32	38	5	1,612	**3,990**

TOWN OF MARANA

Active Voters by Precinct/Voting District

ACTIVE REGISTERED							
PCT	DEM	REP	LBT	NOL	GRN	OTH	TOTAL
6	1,505	2,435	63	86	7	2,388	**6,484**
14	1,227	1,390	30	29	4	1,554	**4,234**
35	0	0	0	0	0	0	**0**
40	123	153	3	8	0	149	**436**
104	1,286	1,438	11	27	1	1,456	**4,219**
115	1,542	2,008	26	40	4	1,917	**5,537**
127	1,617	2,538	26	38	3	2,070	**6,292**
150	233	205	7	13	0	331	**789**
175	902	1,640	36	52	6	1,445	**4,081**
184	1,320	2,254	28	32	1	1,862	**5,497**
213	136	134	1	5	0	158	**434**
223	503	564	12	19	1	692	**1,791**
242	667	834	20	13	2	799	**2,335**
266	0	5	0	0	0	1	**6**
273	24	15	0	0	0	50	**89**
274	101	88	2	0	0	77	**268**
Total	**11,186**	**15,701**	**265**	**362**	**29**	**14,949**	**42,492**

Political Party Ballot Report

Unaffiliated Partisan Choices

As per A.R.S. § 16-645(B) this report shows the total number of partisan ballots by party, selected by voters registered as no party preference, independent or not one of the 5 recognized political parties.During the 2026 Primary Election, Democrat, Republican and No Labels Parties held open Primaries.

This report shows both the ballots selected by unaffiliated voters and ballots voted by unaffiliated voters. The difference is because voters may have selected a party ballot but chose not to vote it.

Partisan Ballot Chosen	Selected*	Election Day Selected	Total Selected
DEM	7,731	1,831	9,562
REP	4,713	2,531	7,244
NOL	1,511	291	1,802

Partisan Ballot Chosen	Early Voted	Election Day Voted	Total Voted
DEM	6,415	1,831	8,246
REP	3,829	2,531	6,360
NOL	745	291	1,036

Pima County Recorder

2026 PRIMARY ELECTION

July 21, 2026

Our office contributes Voter Registration and Early Voting data to the official election record called the Canvass Report. The Election Department is in charge of adding our data to their tabulation and audit data, and submitting it to the Pima County Board of Supervisors for approval and then on to the AZ Secretary of State. Once final, the Canvass Report is available to the public on the Elections Department Website

Early Ballots Processed

Total Original Ballots Sent	**349,885**
Total Early Ballots Returned	**175,955**
Total Ballots Returned Unvoted *	**(8,681)**
Total Curable Ballots Rejected **	**(237)**
Unresolved Redlines	**(4)**
Turned over for tabulation	**167,033**

*** Ballots Returned Unvoted:** Ballots returned as Undeliverable or with notation that the voter is deceased. These ballots are retained by the Recorder's Office for Voter Registration Roll maintenance purposes.

**** Curable Ballots Rejected:** Only represents ballots that were eligible to be signature verified but could not confirm voter's signature.

***** Redline:** The Early Election Board rejected the Ballot Affidavit for containing something other than a 2026 PRIMARY ELECTION ballot and were removed from the turnover receipt. Voters were informed by the Recorder's Office.

2026 PRIMARY ELECTION

Early Voting Site Ballots Issued

Date Range: 6/24/2026 - 7/20/2026

EARLY VOTING SITE	TOTALS
ANAMAX REC CENTER - Sahuarita	136
COUNTRY CLUB	122
DOWNTOWN	349
DUSENBERRY-RIVER LIBRARY	91
ECKSTROM-COLUMBUS LIBRARY	50
KIRK-BEAR CANYON LIBRARY	89
MILLER-GOLF LINKS LIBRARY	108
Mobile Voting Unit	42
ORO VALLEY LIBRARY	574
PARKS AND REC	65
PASCUA TRIBAL CENTER	31
TUCSON CITY COUNCIL WARD	345
VAIL LIBRARY	87
VALENCIA LIBRARY	38
WHEELER TAFT LIBRARY	143
WOODS LIBRARY	103

Voted Ballots Total: 2,373

These numbers represent the total ballots issued at an in-person Early Voting Site/Emergency Voting Site during the Early Voting period.

BALLOTS PROCESSED REPORT

Primary Election
July 21, 2026

PIMA COUNTY ELECTIONS

Early Ballots Processed	Totals
Ballots Processed	**161,016**
Rejected	**0**
Early Ballots Counted	**161,016**

ID Verified Early Ballots Processed	Totals
Ballots Processed	**6,020**
Rejected	**3**
ID Verified Early Ballots Counted	**6,017**

Total Early Ballots Counted	167,033

Election Day Ballots Processed	Totals
Vote Center Ballots Counted	**19,299**

Provisionals Processed	Totals
Total Received	**425**
Verified / Ballots Counted	**254**
Verified With No Ballot in Envelope / Ballots Uncounted	**1**
Unverified / Ballots Uncounted	**171**
Rejected	**0**
Provisional Ballots Counted	**253**

Jurisidiction-specific Ballots Processed data is not available.

Note: Elections Department Data Only.

BALLOTS PROCESSED REPORT

Primary Election
July 21, 2026

PIMA COUNTY
ELECTIONS

Conditional Provisionals Processed	Totals
Total Received	**26**
Verified / Ballots Counted	**15**
Unverified / Ballots Uncounted	**11**
Rejected	**0**
Conditional Provisional Ballots Counted	**15**

Total Ballots Counted	186,600

Jurisidiction-specific Ballots Processed data is not available.

Note: Elections Department Data Only.

BALLOTS PROCESSED REPORT

Primary Election
July 21, 2026

PIMA COUNTY ELECTIONS

Duplication Information	Totals
Total Duplicated Ballots	**557**

Reasons for Duplication	Totals
Military/Faxed	**10**
Timing Mark	**164**
Torn/Damaged	**365**
Other	**17**
Braille	**1**

Adjudication Information	Totals
Approved with No Changes	**2,748**
Approved with Changes	**1,986**
Total Adjudicated	**4,734**

Reasons for Adjudication	Totals
Blank Ballot	**210**
Blank Ballot, Unclear Mark	**6**
Overvote	**1,583**
Unclear Mark	**75**
Unclear Mark, Overvote	**7**
Unclear Mark, Undervote	**794**
Unclear Mark, Undervote, Overvote	**32**
Undervote, Overvote	**2,027**

Jurisidiction-specific Ballots Processed data is not available.

Note: Elections Department Data Only.

2026 PRIMARY ELECTION
Provisional Ballots Report

PROVISIONAL BALLOT DECISION TOTALS

Decision	Reason	Total
ACCEPTED	VOTER ELIGIBLE	254
REJECTED	ALREADY VOTED	20
REJECTED	INCOMPLETE/ILLEGIBLE FORM	1
REJECTED	NON-MATCHING SIGNATURE	1
REJECTED	PROVISIONAL NOT SIGNED	3
REJECTED	VOTED WRONG PRECINCT BALLOT	44
REJECTED	VOTER NOT ELIGIBLE	32
REJECTED	VOTER NOT REGISTERED BY DEADLINE	70
	Provisional Total	**425**

CONDITIONAL PROVISIONAL BALLOTS

Decision	Reason	Total
ACCEPTED	VOTER ELIGIBLE	15
REJECTED	ALREADY VOTED	3
REJECTED	INSUFFICIENT IDENTIFICATION	3
REJECTED	PROVISIONAL NOT SIGNED	2
REJECTED	VOTER NOT REGISTERED BY DEADLINE	3
	Conditional Provisional Total	**26**

2026 PRIMARY ELECTION
PROVISIONAL BALLOTS BY PRECINCT

Total Receipts: 451

PRECINCT	TYPE	ISSUED REASON	COUNTED	REASON	TOTAL
N/A	CONDITIONAL		NO	VOTER NOT REGISTERED BY DEADLINE	1
	PROVISIONAL		NO	VOTER NOT REGISTERED BY DEADLINE	23
				PRECINCT N/A TOTAL	**24**
1	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	2
		RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	2
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 1 TOTAL	**7**
3	PROVISIONAL	VOTER NOT ELIGIBLE	YES		1
		VOTER NOT FOUND	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 3 TOTAL	**2**
4	CONDITIONAL	INSUFFICIENT IDENTIFICATION	YES		1
	PROVISIONAL	INSUFFICIENT IDENTIFICATION	NO	VOTED WRONG PRECINCT BALLOT	1
		INSUFFICIENT IDENTIFICATION	YES		1
		OTHER	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTED WRONG PRECINCT BALLOT	1

4	PROVISIONAL	VOTER NOT ELIGIBLE	YES		1
		VOTER NOT FOUND	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 4 TOTAL	**8**
5	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		OTHER	YES		1
		RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	3
				PRECINCT 5 TOTAL	**7**
6	PROVISIONAL	OTHER	YES		4
		RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 6 TOTAL	**6**
8	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
				PRECINCT 8 TOTAL	**1**
9	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 9 TOTAL	**1**
10	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 10 TOTAL	**1**
11	PROVISIONAL	VOTER NOT FOUND	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 11 TOTAL	**1**
12	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		5

12	PROVISIONAL	VOTER NOT FOUND	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 12 TOTAL	**7**
13	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 13 TOTAL	**3**
14	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	OTHER	NO	INCOMPLETE/ILLEGIBLE FORM	1
		RECORD UPDATE	YES		1
				PRECINCT 14 TOTAL	**3**
15	PROVISIONAL	VOTER NOT ELIGIBLE	YES		1
				PRECINCT 15 TOTAL	**1**
17	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 17 TOTAL	**1**
18	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	3
				PRECINCT 18 TOTAL	**4**
19	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
				PRECINCT 19 TOTAL	**1**
20	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 20 TOTAL	**2**

21	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
		VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 21 TOTAL	**2**
22	PROVISIONAL	OTHER	NO	VOTER NOT ELIGIBLE	1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 22 TOTAL	**2**
23	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 23 TOTAL	**1**
24	PROVISIONAL	OTHER	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
		VOTER NOT FOUND	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 24 TOTAL	**3**
25	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		2
				PRECINCT 25 TOTAL	**3**
26	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 26 TOTAL	**2**
28	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
				PRECINCT 28 TOTAL	**1**
29	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 29 TOTAL	**2**

31	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 31 TOTAL	**1**
32	CONDITIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 32 TOTAL	**4**
33	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 33 TOTAL	**2**
36	CONDITIONAL	INSUFFICIENT IDENTIFICATION	NO	INSUFFICIENT IDENTIFICATION	1
	PROVISIONAL	INSUFFICIENT IDENTIFICATION	NO	VOTED WRONG PRECINCT BALLOT	1
		INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		1
				PRECINCT 36 TOTAL	**4**
37	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
		VOTER NOT FOUND	YES		1
				PRECINCT 37 TOTAL	**3**
38	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 38 TOTAL	**2**
39	PROVISIONAL	OTHER	NO	ALREADY VOTED	1

39	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 39 TOTAL	**2**
40	CONDITIONAL	INSUFFICIENT IDENTIFICATION	YES		1
	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		1
				PRECINCT 40 TOTAL	**3**
41	PROVISIONAL	OTHER	NO	VOTED WRONG PRECINCT BALLOT	1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
		VOTER NOT ELIGIBLE	YES		2
		VOTER NOT FOUND	YES		1
				PRECINCT 41 TOTAL	**5**
42	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		5
				PRECINCT 42 TOTAL	**6**
43	CONDITIONAL	INSUFFICIENT IDENTIFICATION	NO	INSUFFICIENT IDENTIFICATION	1
	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 43 TOTAL	**3**
44	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	2
		RECORD UPDATE	YES		7
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 44 TOTAL	**10**

45	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 45 TOTAL	**5**
47	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	YES		1
				PRECINCT 47 TOTAL	**2**
48	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 48 TOTAL	**1**
49	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
		VOTER NOT FOUND	YES		1
				PRECINCT 49 TOTAL	**3**
50	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 50 TOTAL	**2**
53	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 53 TOTAL	**2**
55	PROVISIONAL	RECORD UPDATE	NO	NON-MATCHING SIGNATURE	1

55	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 55 TOTAL	**2**
57	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 57 TOTAL	**3**
58	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 58 TOTAL	**1**
59	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
		VOTER NOT FOUND	YES		1
				PRECINCT 59 TOTAL	**4**
60	PROVISIONAL	VOTER NOT ELIGIBLE	YES		1
				PRECINCT 60 TOTAL	**1**
62	PROVISIONAL	RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	2
				PRECINCT 62 TOTAL	**4**
64	PROVISIONAL	OTHER	YES		1
		RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTED WRONG PRECINCT BALLOT	1

64	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 64 TOTAL	**4**
66	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 66 TOTAL	**2**
67	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 67 TOTAL	**1**
69	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 69 TOTAL	**1**
71	PROVISIONAL	VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 71 TOTAL	**1**
72	CONDITIONAL	VOTER NOT FOUND	YES		1
	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 72 TOTAL	**3**
73	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		2
				PRECINCT 73 TOTAL	**3**
74	PROVISIONAL	RECORD UPDATE	YES		3
		VOTER NOT ELIGIBLE	NO	PROVISIONAL NOT SIGNED	1
				PRECINCT 74 TOTAL	**4**

75	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
		VOTER NOT FOUND	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 75 TOTAL	**3**
79	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 79 TOTAL	**1**
80	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 80 TOTAL	**2**
81	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 81 TOTAL	**1**
82	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 82 TOTAL	**1**
83	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 83 TOTAL	**1**
84	CONDITIONAL	VOTER NOT FOUND	YES		1
	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 84 TOTAL	**4**
86	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		2
				PRECINCT 86 TOTAL	**4**

87	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 87 TOTAL	**1**
88	PROVISIONAL	VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 88 TOTAL	**1**
89	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
				PRECINCT 89 TOTAL	**1**
91	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 91 TOTAL	**1**
92	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 92 TOTAL	**2**
93	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 93 TOTAL	**2**
94	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 94 TOTAL	**2**
96	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 96 TOTAL	**2**

98	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 98 TOTAL	**3**
99	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 99 TOTAL	**3**
103	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 103 TOTAL	**1**
104	CONDITIONAL	INSUFFICIENT IDENTIFICATION	NO	PROVISIONAL NOT SIGNED	1
		VOTER NOT ELIGIBLE	NO	PROVISIONAL NOT SIGNED	1
	PROVISIONAL	OTHER	YES		2
		RECORD UPDATE	YES		1
				PRECINCT 104 TOTAL	**5**
106	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		2
				PRECINCT 106 TOTAL	**3**
107	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 107 TOTAL	**1**
108	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		OTHER	NO	VOTER NOT ELIGIBLE	1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		3
				PRECINCT 108 TOTAL	**6**

109	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 109 TOTAL	**3**
110	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 110 TOTAL	**2**
112	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 112 TOTAL	**1**
113	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 113 TOTAL	**2**
114	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 114 TOTAL	**1**
115	CONDITIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
	PROVISIONAL	VOTER NOT FOUND	YES		3
				PRECINCT 115 TOTAL	**4**
116	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	2
				PRECINCT 116 TOTAL	**5**
118	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 118 TOTAL	**2**

119	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 119 TOTAL	**1**
122	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 122 TOTAL	**1**
123	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 123 TOTAL	**1**
125	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 125 TOTAL	**2**
127	PROVISIONAL	RECORD UPDATE	YES		2
		VOTER NOT FOUND	YES		1
				PRECINCT 127 TOTAL	**3**
132	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
				PRECINCT 132 TOTAL	**1**
133	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		OTHER	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 133 TOTAL	**4**
134	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 134 TOTAL	**1**

136	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 136 TOTAL	**1**
138	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		2
		OTHER	YES		1
				PRECINCT 138 TOTAL	**3**
140	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 140 TOTAL	**1**
142	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 142 TOTAL	**1**
144	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 144 TOTAL	**1**
145	PROVISIONAL	VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 145 TOTAL	**2**
146	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 146 TOTAL	**1**
147	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
				PRECINCT 147 TOTAL	**1**
148	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
				PRECINCT 148 TOTAL	**1**

149	PROVISIONAL	RECORD UPDATE	YES		4
				PRECINCT 149 TOTAL	**4**
150	PROVISIONAL	RECORD UPDATE	NO	PROVISIONAL NOT SIGNED	1
				PRECINCT 150 TOTAL	**1**
152	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		1
				PRECINCT 152 TOTAL	**2**
153	PROVISIONAL	OTHER	YES		1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	2
		RECORD UPDATE	YES		1
				PRECINCT 153 TOTAL	**4**
157	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 157 TOTAL	**1**
159	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 159 TOTAL	**2**
160	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	2
				PRECINCT 160 TOTAL	**3**
161	PROVISIONAL	VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 161 TOTAL	**1**

162	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 162 TOTAL	**2**
164	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 164 TOTAL	**2**
165	PROVISIONAL	VOTER NOT ELIGIBLE	NO	ALREADY VOTED	2
				PRECINCT 165 TOTAL	**2**
166	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
		RECORD UPDATE	YES		4
		VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 166 TOTAL	**7**
169	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 169 TOTAL	**1**
170	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 170 TOTAL	**1**
171	PROVISIONAL	RECORD UPDATE	YES		2
		VOTER NOT FOUND	YES		1
				PRECINCT 171 TOTAL	**3**
172	PROVISIONAL	OTHER	NO	VOTER NOT ELIGIBLE	1
		OTHER	YES		1

172	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
		VOTER NOT FOUND	YES		1
				PRECINCT 172 TOTAL	**5**
173	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 173 TOTAL	**1**
174	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 174 TOTAL	**2**
175	CONDITIONAL	INSUFFICIENT IDENTIFICATION	YES		1
	PROVISIONAL	RECORD UPDATE	YES		3
				PRECINCT 175 TOTAL	**4**
179	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 179 TOTAL	**1**
180	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 180 TOTAL	**1**
181	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		1
				PRECINCT 181 TOTAL	**2**
184	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	2
		VOTER NOT FOUND	YES		3
				PRECINCT 184 TOTAL	**6**

185	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 185 TOTAL	**1**
187	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
				PRECINCT 187 TOTAL	**1**
188	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
		VOTER NOT ELIGIBLE	YES		1
				PRECINCT 188 TOTAL	**3**
193	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 193 TOTAL	**1**
194	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 194 TOTAL	**1**
195	PROVISIONAL	OTHER	NO	VOTED WRONG PRECINCT BALLOT	1
		OTHER	YES		1
		RECORD UPDATE	YES		1
				PRECINCT 195 TOTAL	**3**
197	PROVISIONAL	INSUFFICIENT IDENTIFICATION	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 197 TOTAL	**1**
198	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	3
		VOTER NOT FOUND	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 198 TOTAL	**4**

200	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 200 TOTAL	**1**
202	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 202 TOTAL	**1**
203	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 203 TOTAL	**1**
204	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
		RECORD UPDATE	YES		1
				PRECINCT 204 TOTAL	**2**
205	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 205 TOTAL	**1**
207	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 207 TOTAL	**1**
208	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
				PRECINCT 208 TOTAL	**1**
209	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 209 TOTAL	**2**
210	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 210 TOTAL	**1**

211	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 211 TOTAL	**2**
212	PROVISIONAL	VOTER NOT FOUND	YES		2
				PRECINCT 212 TOTAL	**2**
214	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	2
				PRECINCT 214 TOTAL	**3**
215	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 215 TOTAL	**2**
216	PROVISIONAL	RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 216 TOTAL	**3**
218	PROVISIONAL	OTHER	NO	ALREADY VOTED	1
		RECORD UPDATE	YES		1
				PRECINCT 218 TOTAL	**2**
219	PROVISIONAL	RECORD UPDATE	YES		2
				PRECINCT 219 TOTAL	**2**
220	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	2
				PRECINCT 220 TOTAL	**2**

222	CONDITIONAL	OTHER	NO	ALREADY VOTED	1
		VOTER NOT ELIGIBLE	NO	ALREADY VOTED	2
	PROVISIONAL	VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 222 TOTAL	**4**
223	PROVISIONAL	INSUFFICIENT IDENTIFICATION	NO	PROVISIONAL NOT SIGNED	1
		RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	1
		RECORD UPDATE	YES		1
				PRECINCT 223 TOTAL	**3**
224	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 224 TOTAL	**1**
225	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	RECORD UPDATE	NO	VOTER NOT ELIGIBLE	1
		RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	ALREADY VOTED	1
				PRECINCT 225 TOTAL	**4**
227	PROVISIONAL	RECORD UPDATE	YES		3
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	2
				PRECINCT 227 TOTAL	**5**
228	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 228 TOTAL	**1**
229	PROVISIONAL	OTHER	YES		1
		RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 229 TOTAL	**4**

231	CONDITIONAL	RECORD UPDATE	YES		1
	PROVISIONAL	OTHER	NO	VOTER NOT REGISTERED BY DEADLINE	1
		RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	2
				PRECINCT 231 TOTAL	**6**
232	PROVISIONAL	RECORD UPDATE	YES		1
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
				PRECINCT 232 TOTAL	**2**
235	PROVISIONAL	OTHER	NO	VOTED WRONG PRECINCT BALLOT	2
		OTHER	YES		1
		RECORD UPDATE	YES		2
				PRECINCT 235 TOTAL	**5**
236	CONDITIONAL	INSUFFICIENT IDENTIFICATION	YES		1
				PRECINCT 236 TOTAL	**1**
237	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 237 TOTAL	**1**
238	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 238 TOTAL	**1**
239	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 239 TOTAL	**1**
241	PROVISIONAL	VOTER NOT FOUND	YES		1
				PRECINCT 241 TOTAL	**1**

242	PROVISIONAL	OTHER	YES		1
				PRECINCT 242 TOTAL	**1**
243	PROVISIONAL	RECORD UPDATE	YES		2
		VOTER NOT FOUND	YES		1
				PRECINCT 243 TOTAL	**3**
246	CONDITIONAL	VOTER NOT FOUND	YES		1
	PROVISIONAL	RECORD UPDATE	NO	VOTED WRONG PRECINCT BALLOT	2
				PRECINCT 246 TOTAL	**3**
250	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 250 TOTAL	**1**
252	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 252 TOTAL	**1**
254	PROVISIONAL	INSUFFICIENT IDENTIFICATION	YES		1
				PRECINCT 254 TOTAL	**1**
257	PROVISIONAL	OTHER	YES		1
		RECORD UPDATE	YES		2
		VOTER NOT ELIGIBLE	NO	VOTER NOT ELIGIBLE	1
		VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 257 TOTAL	**5**
260	PROVISIONAL	VOTER NOT ELIGIBLE	NO	VOTER NOT REGISTERED BY DEADLINE	1
				PRECINCT 260 TOTAL	**1**

264	PROVISIONAL	OTHER	YES		1
		RECORD UPDATE	YES		1
		VOTER NOT FOUND	YES		1
				PRECINCT 264 TOTAL	**3**
271	CONDITIONAL	INSUFFICIENT IDENTIFICATION	NO	INSUFFICIENT IDENTIFICATION	1
	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 271 TOTAL	**2**
275	PROVISIONAL	RECORD UPDATE	YES		1
				PRECINCT 275 TOTAL	**1**
				GRAND TOTAL	**451**

Certification Information

State of Arizona

DEPARTMENT OF STATE

Office of the Secretary of State

Primary Election
July 21, 2026

Logic & Accuracy Equipment Certificate

Pursuant to Arizona Revised Statute § 16-449, the Arizona Secretary of State's Office has completed the required logic and accuracy testing and certifies that the voting equipment, including accessible voting and tabulation equipment, in Pima County met the requirements for logic and accuracy testing standards on June 19, 2026.

Brenda Fisher 6-19-26

Secretary of State's Office/Date

6/19/26

County Election Official/Date

PIMA COUNTY
ELECTIONS

May 20, 2026

The Honorable Adrian Fontes
Secretary of State
State Capitol – West Wing
1700 W. Washington St.
Phoenix, AZ 85007

Dear Secretary Fontes,

Pursuant to A.R.S. § 16-445, the Pima County Department of Elections is filing a backup of the EMS Software and Database that is going to be used for the 2026 Primary Election. If you have any questions, please contact me at (520) 724-6830.

Sincerely,



Jeremy George, Deputy Director
Pima County Department of Elections

System Back Up Notice

ADDITIONAL REPORTING FORMS

Equipment, Software, Firmware, and Hash Code Certification Statement

I, Constance L. Hargrove certify by affixing my signature to this document that all election equipment and firmware, as well as all election management system software to be used in the 2026 Primary Election to be held on July 21, 2026 IN Pima County has been certified for use by the Arizona Secretary of State and that I have compared the hash code on file with the National Institute of Science and Technology (NIST) or the Arizona Secretary of State's Office to the hash code of the election management system software to be used in this election and certify that the numbers are identical. The following is a list of the equipment, firmware, and election management system software to be used in the aforementioned election:

VOTING UNITS

Manufacturer	Model	Firmware Version
Election Systems & Software	ExpressVote 1.0	4.4.0.0
	Expressvote 2.0	4.4.0.0

CENTRAL COUNT UNITS

Manufacturer	Model	Firmware Version
Election Systems & Software	DS850 Version 1.0	4.4.0.0
Election Systems & Software	DS950 Version 1.0	4.4.0.0

ELECTION MANAGEMENT SOFTWARE

Manufacturer	Product Name	Version
Election Systems & Software	Electionware (Election Management System)	6.5.0.0

Constance L Hargrove
Digitally signed by Constance L Hargrove
DN: cn=Constance L Hargrove, o=Pima County, ou=Elections, email=constance.hargrove@pima.gov, c=US
Date: 2026.06.16 10:03:49 -07'00'

Officer in Charge of Elections Signature

6/16/2026

Date

PIMA COUNTY
ELECTIONS

IN-HOUSE LOGIC & ACCURACY TESTING CERTIFICATION

This certificate affirms that the Pima County Elections Department has completed the required in-house logic and accuracy testing of the election systems designated for use in the upcoming election.

Testing included the following components:

- Election Management System (EMS) software
- Ballot tabulation equipment
- Adjudication systems
- Enhanced Voting systems
- Election Management System – Results Reporting
- Accessible voting units

Certification Statement

We affirm that a comprehensive test for the **2026 Primary Election** has been completed and that all testing protocols, accuracy checks, and verification procedures were carried out in accordance with established standards and practices.

Date: 6/12/2026 Start Time: 9:00 AM End Time: 11:55am

Officer in Charge of Elections or Designee

Election Department Representative

Election Department Representative

Authorized Observer

Authorized Observer

PIMA COUNTY
ELECTIONS

HASH VALIDATION CERTIFICATION

This certificate affirms that the Pima County Elections Department has completed all required hash validation procedures for the designated election systems, with the Pima County Information Technology Department providing oversight throughout the process. All validation activities were conducted in accordance with the security protocols of the Pima County Elections Department and the Pima County Information Technology Department.

Certification Statement

We affirm that all required hash validation procedures for the **2026 Primary Election** have been completed and that all verification activities were conducted in accordance with established standards and practices.

Date: 6/12/2026 Start Time: 12:01pm End Time: 12:50pm

Officer in Charge of Elections or Designee

Election Department Representative

Election Department Representative

Information Technology Department

Information Technology Department

*Workstation 18 not included in today's hash validation.

PIMA COUNTY
ELECTIONS

POLITICAL PARTY
LOGIC & ACCURACY TEST

This notice confirms that political party representatives conducted an election system test by authorized party representatives under the oversight of the Pima County Elections Department.

Testing included the following components:

- Election Management System software
- Ballot tabulation equipment
- Ballot adjudication systems
- Results reporting functions

This test was completed under established Elections Department procedures to support transparency and ensure confidence in the systems prepared for the **2026 Primary Election**. The parties listed below acknowledge that the test results are satisfactory.

Date: 06/17/2026 Start Time: 9:03 AM End Time: 11:24am

Officer in Charge of Elections or Designee

Elections Department Representative

Elections Department Representative

Political Party Representative

Political Party Representative

Political Party Representative

Political Party Representative

PIMA COUNTY
ELECTIONS

Completion Form by the Pima County Accuracy Certification Board

We, the undersigned members of the Accuracy Certification Board, having been duly appointed for the **2026 Primary Election** held in the County of Pima, State of Arizona, to verify the **PRE-COUNT Logic and Accuracy Test** ballots as required by A.R.S. § 16-449 for use on the central count systems, adopted pursuant to the Secretary of State's Procedures Manual, do hereby certify to the Secretary of State that:

1. The pre-audited group of ballots, prepared pursuant to A.R.S. § 16-449, have been used to ascertain that the equipment and programs, being used in this election, correctly counted the votes cast for all offices and measures.
2. The pre-vote counting test results have been compared with the predetermined correct totals for each office and ballot measure.
3. The cause of any discrepancy was found and corrected.
4. The Logic and Accuracy Test programs, the Logic and Accuracy test ballots, and the Logic and Accuracy test printed output which were certifi ed as correct by the Accuracy Certifi cation Board were delivered into the custody of the Elections Director or the Office of the Secretary of State.

Date: 7/10/26 Start Time: 10:00 AM End Time: 11:08 AM

Elections Department Representative

Elections Department Representative

Authorized Observer

Authorized Observer

Authorized Observer

Authorized Observer

PIMA COUNTY
ELECTIONS

HASH VALIDATION CERTIFICATION

This certificate affirms that the Pima County Elections Department has completed all required hash validation procedures for the election systems designated for use in the upcoming election, with the Pima County Information Technology Department providing oversight throughout the process. All validation activities were conducted in accordance with the security protocols of the Pima County Elections Department and the Pima County Information Technology Department.

Certification Statement

We affirm that all required hash validation procedures for the **2026 Primary Election** have been completed and that all verification activities were conducted in accordance with established standards and practices.

Date: 7/10/26 Start Time: 9:43AM End Time: 9:50AM

Officer in Charge of Elections or Designee

Elections Department Representative

Elections Department Representative

Information Technology Department

Information Technology Department

* Hash Validation was conducted on WS18 prior to Pre-Count Logic & Accuracy Testing.

PIMA COUNTY
ELECTIONS

Retabulation Certification

We, the undersigned, having been duly appointed for the Pima County Election held in the County of Pima, State of Arizona, on the 29th day of July, 2026 at 3:00 PM verify that the Elections Department retabulated one Election Day ballot box and updated the Election results accordingly. We certify that:

1. One Election Day ballot box, for Vote Center 41, was retabulated;
2. The results of the retabulated box reflected an accurate count of the ballots received by that vote center on Election Day.

We declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct.

Member's Signature	7/29/26 Date	Member's Signature	7/29/26 Date
Member's Signature	7/29/26 Date	Member's Signature	7-29-26 Date
Member's Signature	Date	Member's Signature	Date

PIMA COUNTY
ELECTIONS

Completion Form by the Pima County Accuracy Certification Board

We, the undersigned members of the Accuracy Certification Board, having been duly appointed for the **2026 Primary Election** held in the County of Pima, State of Arizona, to verify the **POST Logic and Accuracy Test** ballots as required by A.R.S. § 16-449 for use on the central count systems, adopted pursuant to the Secretary of State's Procedures Manual, do hereby certify to the Secretary of State that:

1. The pre-audited group of ballots, prepared pursuant to A.R.S. § 16-449, have been used to ascertain that the equipment and programs, being used in this election, correctly counted the votes cast for all offices and measures.
2. The pre-vote counting test results have been compared with the predetermined correct totals for each office and ballot measure.
3. The cause of any discrepancy was found and corrected.
4. The Logic and Accuracy Test programs, the Logic and Accuracy test ballots, and the Logic and Accuracy test printed output which were certified as correct by the Accuracy Certification Board were delivered into the custody of the Elections Director or the Office of the Secretary of State.

Date: 7/30/26 Start Time: 10:40AM End Time: 11:16 AM

Elections Department Representative

Elections Department Representative

Authorized Observer

Authorized Observer

Authorized Observer

Authorized Observer

Early Voting and Vote Center Locations

Primary Election - July 21, 2026 - Early Voting, Ballot Drop-off and Emergency Voting Locations

Elección Primaria - 21 de julio de 2026 - Sitios de votación anticipada, emergencia y reemplazo de boletas

Early Voting, Ballot Drop-off and Emergency Voting Locations
Sitios de votación anticipada, emergencia y reemplazo de boletas

	Site / *Sitio*	Address / *Dirección*	Dates & Times *Fechas y Horas*	Emergency Voting *Votación de emergencia*	
1	Recorder's Main Office	240 N Stone Ave, Tucson	**6/24 - 7/17*** 8 am - 5 pm	**Saturday/*sabado* 7/18** 9 am - 3 pm	**Monday/*lunes* 7/20** 8 am - 5 pm
2	Recorder's Country Club Office	6550 S Country Club Rd, Tucson	**Mon-Fri only** *solo de lunes a viernes*		
3	City of Tucson - Ward 2 Office	7820 E Broadway Blvd, Tucson	**Closed/*Cerrado el* 7/3**		
4	Oro Valley Library	1305 W Naranja Dr, Oro Valley	**7/6 - 7/17*** 8 am - 5 pm	**Saturday/*sabado* 7/18 & Monday/*lunes* 7/20** 9 am - 3 pm	
5	Anamax Recreation Center	17501 S Camino De Las Quintas, Sahuarita	**7/13 - 7/17*** 8 am - 5 pm		
6	W. Anne Gibson-Esmond Station Library	10931 E Mary Ann Cleveland Way, Vail			
7	Dusenberry-River Library	5605 E River Rd Ste 105, Tucson			
8	Eckstrom-Columbus Library	4350 E 22nd Street, Tucson			
9	Kirk Bear Canyon Library	8959 E Tanque Verde Rd, Tucson			
10	Miller Golf Links Library	9640 E Golf Links Rd, Tucson			
11	Pascua Yaqui Tribal Chambers	7474 S Camino De Oeste, Tucson			
12	Pima County Natural Resources, Parks and Recreation	3500 W River Rd, Tucson			
13	Valencia Library	202 W Valencia Rd, Tucson			
14	Wheeler Taft Abbett Sr. Library	7800 N Schisler Dr, Tucson			
15	Woods Memorial Library	3455 N 1st Ave, Tucson			

*** Sites open until 7 pm Friday, July 17**

Ballot Drop Box Locations / *Ubicaciones de Buzones de Votación***

	Site / *Sitio*	Address / *Dirección*	Dates and Times / *Fechas y horas*
1	Recorder's Main Office - Drive up	Utility driveway between/*camino de sevicios públicos entre* 240 N Stone & 200 N Stone	**Open 24 hours 6/24 to 7 pm on 7/21** ***abierto 24 horas 6/24 hasta las 7 pm del 21 de julio***
2	Recorder's Main Office - Walk up	Courtyard facing/*Patio frente a* 240 N. Stone	
3	Recorder's Eastside Office - Walk up	6920 E Broadway Blvd	
4	Sells Post Office - Walk up	1 Main St, Sells	
5	Sahuarita Town Hall - Drive up	375 W Sahuarita Center Way, Sahuarita	
6	Pascua Yaqui Tribal Chambers - Walk up	7474 S Camino De Oeste	

**** Secured 24 hour Ballot Drop Boxes located outside**

Mobile Voting Unit / *Unidad Móvil de Votación*

	Site / *Sitio*	Address / *Dirección*	Dates / *Fechas*	Times / *Horas*
1	Salazar-Ajo Library	15 Plaza #179, Ajo	**Tuesday/*martes* 7/14**	10 am - 3 pm
2	Robles Ranch Community Center	16150 W Ajo Hwy, Three Points	**Thursday/*jueves* 7/16**	10 am - 3 pm
3	Tohono Plaza (Bashas' Plaza)	1 Main St, Sells	**Friday/*viernes* 7/17 & Saturday/*sabado* 7/18**	10 am - 3 pm
4	Marana Aquatic & Recreation Center	13455 N Marana Main St, Marana	**Monday/*lunes* 7/20**	10 am - 3 pm

revised/*revisado el:* *06/18/26*

PIMA COUNTY VOTE CENTER LOCATIONS
2026 PRIMARY ELECTION

VOTE CENTER	BOS DISTRICT	LOCATION NAME	LOCATION ADDRESS
1	3	Accelerated Elementary & Secondary School	5245 N Camino De Oeste, Tucson, AZ 85745
2	3	Ajo Federated Church	101 W Lomita Ave, Ajo, AZ 85321
3	1	Alive Christian Fellowship	9662 N La Cholla Blvd, Tucson, AZ 85742
4	2	Ambassador Event Center	3455 S Wilmot Rd, Tucson, AZ 85730
5	4	VUSD - Cottonwood Elementary	9950 E Rees Loop, Tucson, AZ 85747
6	5	American Legion Sahuaro Post #68	4724 S 12th Ave, Tucson, AZ 85714
7	3	The Good Shepherd UCC	17750 S La Cañada Dr, Sahuarita, AZ 85629
8	3	Arivaca Old School Building	17180 W 4th St, Arivaca, AZ 85601
9	2	Armory Park Center	220 S 5th Ave, Tucson, AZ 85701
10	1	Saint Odilia's Catholic Church	7570 N Paseo Del Norte, Tucson, AZ 85704
11	3	Saint James United Methodist Church	3255 N Campbell Ave, Tucson, AZ 85719
12	3	Avra Valley Fire District	15790 W Silverbell Rd, Marana, AZ 85653
13	3	Baboquivari District Office	Federal Route 19 & Fresnal Canyon Rd, Topawa, AZ 85639
14	1	Beautiful Savior Lutheran Church	7570 N Thornydale Rd, Tucson, AZ 85741
15	4	Bethel Baptist Church	11040 E Escalante Rd, Tucson, AZ 85730
17	1	Canyon Del Oro Assembly of God	2950 W Lambert Ln, Tucson, AZ 85742
18	1	Canyon Del Oro Bible Church	9200 N Oracle Rd, Tucson, AZ 85704
20	1	Casas Adobes Baptist Church	10801 N La Cholla Blvd, Tucson, AZ 85742
21	1	Catalina Community Center	16562 N Oracle Rd, Tucson, AZ 85739
22	4	Christ Lutheran Vail Church	14600 E Colossal Cave Rd, Vail, AZ 85641
23	3	Chukut Kuk District	Federal Route 19, Mile Post 8, Miguel Community, Sells, AZ 85634
24	5	Church of The Painted Hills	3295 W Speedway Blvd, Tucson, AZ 85745
25	2	Clements Regional Center	8155 E Poinciana Dr, Tucson, AZ 85730
27	3	Woods Memorial Library	3455 N 1st Ave, Tucson, AZ 85719
28	4	CPAC - Community Performance and Art Center	1250 W Continental Rd, Green Valley, AZ 85622
29	1	Desert Springs Baptist Church	10425 N Thornydale Rd, Tucson, AZ 85742
30	1	Desert Springs Presbyterian Church	1555 W Overton Rd, Tucson, AZ 85704
31	5	Donna R Liggins Neighborhood Center	2160 N 6th Ave, Tucson, AZ 85705
32	2	Tucson Convention Center	260 S Church Ave, Tucson, AZ 85701
33	1	Dove of Peace Lutheran Church	665 W Roller Coaster Rd, Tucson, AZ 85704
34	4	Green Valley Baptist Church	1111 N La Cañada Dr, Green Valley, AZ 85614
35	5	El Pueblo Senior Center	101 W Irvington Rd, Tucson, AZ 85714
36	3	Ellie Towne Flowing Wells Community Center	1660 W Ruthrauff Rd, Tucson, AZ 85705
37	5	Valley Christian Church	5968 E Fairmount St, Tucson, AZ 85712
38	1	Embassy Suites Tucson-Paloma Village	3110 E Skyline Dr, Tucson, AZ 85718
39	1	Nanini Branch Public Library	7300 N Shannon Rd, Tucson, AZ 85741
40	2	Sunnyside School Dist. Admin Office	2238 E Ginter Rd, Tucson, AZ 85706
41	4	Glad Tidings Assembly of God Church	600 N Kolb Rd, Tucson, AZ 85710
42	3	Anamax Rec Center	17501 S Camino De Las Quintas, Sahuarita, AZ 85629

PIMA COUNTY VOTE CENTER LOCATIONS
2026 PRIMARY ELECTION

VOTE CENTER	BOS DISTRICT	LOCATION NAME	LOCATION ADDRESS
43	3	Gu Achi District	Santa Rosa Community, Sells, AZ 85634
44	3	Gu-Vo Community Building	Highway 86, Route 1, Mile Post 19, Ajo, AZ 85321
45	1	Dusenberry-River Library	5605 E River Rd #105, Tucson, AZ 85750
46	3	Hickiwan Recreation Center	Indian Route 34, Mile Post 42, Sells, AZ 85634
47	2	Hilton Garden Inn	6575 S Country Club Rd, Tucson, AZ 85756
48	4	Murphy Wilmot Library	530 N Wilmot Rd, Tucson, AZ 85711
49	4	Hope Church	3353 N Houghton Rd, Tucson, AZ 85749
50	5	St. Margaret Mary Parish	801 N Grande Ave, Tucson, AZ 85745
51	2	Sam Lena Library	1607 S 6th Ave, Tucson, AZ 85713
52	1	Journey Church	4700 N Swan Rd, Tucson, AZ 85718
53	2	Kino Sports Complex / Event Center	2805 E Ajo Way, Tucson, AZ 85713
54	2	Eckstrom - Columbus Library	4350 E 22nd St, Tucson, AZ 85711
55	4	Kirk - Bear Canyon Library	8959 E Tanque Verde Rd, Tucson, AZ 85749
56	4	St. Jude's Anglican Church	8245 E Seneca St, Tucson, AZ 85715
57	3	Lord of Grace Lutheran Church	7250 N Cortaro Rd, Tucson, AZ 85743
58	1	Lutheran Church of the Foothills	5102 N Craycroft Rd, Tucson, AZ 85718
59	3	Marana Aquatic and Recreation Center	13455 N Marana Main St, Marana, AZ 85653
60	5	El Mezquite Salon de Eventos	7130 S Nogales Hwy, Tucson, AZ 85756
61	2	Morgan's Event Center	2308 S Park Ave, Tucson, AZ 85713
62	4	Morris K. Udall Regional Center	7200 E Tanque Verde Rd, Tucson, AZ 85715
63	4	Mount Olive Lutheran Church	2005 S Houghton Rd, Tucson, AZ 85748
64	4	Mount Lemmon Community Center	12949 N Sabino Canyon Park, Mt Lemmon, AZ 85619
65	5	Mount Zion Lutheran Church	4520 W Ajo Way, Tucson, AZ 85746
66	3	MUSD - Marana High School	12000 W Emigh Rd, Tucson, AZ 85743
67	3	MUSD - Roadrunner Elementary School	16651 W Calle Carmela, Marana, AZ 85653
68	4	New Spirit Church	8701 E Old Spanish Trail, Tucson, AZ 85710
69	1	Orange Grove Mobile Estates	3635 W Mango Dr, Tucson, AZ 85741
70	1	Oro Valley Church of the Nazarene	500 W Calle Concordia, Oro Valley, AZ 85704
72	5	Our Lady of Fatima Parish	1950 W Irvington Pl, Tucson, AZ 85746
73	5	Old Pascua Neighborhood Center	785 W Sahuaro St, Tucson, AZ 85705
74	5	Pascua Yaqui Tribal Chambers	7474 S Camino De Oeste, Tucson, AZ 85757
75	3	Picture Rocks Community Center	5615 N Sanders Rd, Tucson, AZ 85743
76	4	American Legion Post #109	15921 S Houghton Rd, Vail, AZ 85641
77	3	Pisinemo District	West Highway 86, Route 21, Sells, AZ 85634
78	5	Ramada by Wyndham	777 W Cushing St, Tucson, AZ 85745
79	2	Trinity Life Church	1930 S Wilmot Rd, Tucson, AZ 85711
80	5	St. Mark's Presbyterian Church	3809 E 3rd St, Tucson, AZ 85716
81	3	Redeemer Evangelical Lutheran Church & School	8845 N Silverbell Rd, Tucson, AZ 85743
82	3	Robles Ranch Community Center	16150 W Ajo Way, Tucson, AZ 85735

PIMA COUNTY VOTE CENTER LOCATIONS
2026 PRIMARY ELECTION

VOTE CENTER	BOS DISTRICT	LOCATION NAME	LOCATION ADDRESS
83	4	Charron Vineyard & Winery	18585 S Sonoita Hwy, Vail, AZ 85641
84	2	Knights of Columbus	601 S Tucson Blvd, Tucson, AZ 85716
85	4	New Life Church	8900 E Golf Links Rd, Tucson, AZ 85730
86	1	Countryside Community Club	9151 N Bald Eagle Ave, Tucson, AZ 85742
87	4	Saint Matthew's Episcopal Church	9071 E Old Spanish Trail, Tucson, AZ 85710
88	3	San Xavier District	2018 W San Xavier Rd, Tucson, AZ 85746
89	3	Sandario Baptist Church	6971 N Sandario Rd, Tucson, AZ 85743
90	1	Santa Catalina Catholic Church	14380 N Oracle Rd, Tucson, AZ 85739
92	3	Tohono O'odham Community College	Highway 86, Mile Post 125, Sells, AZ 85634
93	3	99 Cents Store	Arizona Highway 86 and Mile Marker 112.3, Sells, AZ 85634
94	3	Serenity Baptist Church	15501 W Ajo Way, Three Points, Tucson, AZ 85735
95	1	Sheraton Tucson Hotel	5151 E Grant Rd, Tucson, AZ 85712
96	3	Sierrita Mining and Ranching Co. Community Building	10094 W McGee Ranch Rd, Sahuarita, AZ 85629
97	2	Sahuarita Town Hall	375 W Sahuarita Center Way, Sahuarita, AZ 85629
98	1	Saint Alban's Episcopal Church	3738 N Old Sabino Canyon Rd, Tucson, AZ 85750
99	4	Saint John on the Desert Presbyterian Church	2695 N Houghton Rd, Tucson, AZ 85749
100	1	Church of the Apostles	12111 N La Cholla Blvd, Oro Valley, AZ 85755
101	4	Saint Paul's United Methodist Church	8051 E Broadway Blvd, Tucson, AZ 85710
102	1	Saint Thomas the Apostle Catholic Church	5150 N Valley View Rd, Tucson, AZ 85718
103	1	Sun City Oro Valley - Catalina Vista	14055 N Del Webb Blvd, Oro Valley, AZ 85755
104	3	SUSD - Sopori Elementary School	5000 W Arivaca Rd, Amado, AZ 85645
107	1	Oro Valley Public Library	1305 W Naranja Dr, Oro Valley, AZ 85737
108	3	Tucson Estates	5900 W Western Way Cir, Tucson, AZ 85713
109	2	Tucson Expo Center	3750 E Irvington Rd, Tucson, AZ 85714
110	3	Tucson FOP Lodge #1	3445 N Dodge Blvd, Tucson, AZ 85716
111	3	Tucson Mountain Baptist Church	5757 W Ajo Hwy, Tucson, AZ 85735
112	5	Valencia Branch Public Library	202 W Valencia Rd, Tucson, AZ 85706
113	5	Vida Nueva Church of God	504 W Nebraska St, Tucson, AZ 85706
114	4	VUSD - Cienega High School	12775 E Mary Ann Cleveland Way, Vail, AZ 85641
116	4	VUSD - Desert Sky Middle School	9850 E Rankin Loop, Vail, AZ 85641
*118	4	VUSD - Sycamore Elementary School	16701 S Houghton Rd, Corona De Tucson, AZ 85641
121	5	Santa Cruz Lutheran Church	6809 S Cardinal Ave, Tucson, AZ 85746
122	3	Why Domestic Water Improvement District	341 S Sonoita Way, Highway 85 South, Ajo, AZ 85321
123	5	His Presence Church Arizona	4108 E North St, Tucson, AZ 85712
124	4	Miller - Golf Links Library	9640 E Golf Links Rd, Tucson, AZ 85730
125	5	Most Holy Trinity Parish	1300 N Greasewood Rd, Tucson, AZ 85745
126	5	Fred Archer Neighborhood Center	1665 S La Cholla Blvd, Tucson, AZ 85713
127	5	First United Methodist Church	915 E 4th St, Tucson, AZ 85719
128	5	Goodness Family Church	3141 W Ironwood Hills Dr, Tucson, AZ 85745

PIMA COUNTY VOTE CENTER LOCATIONS
2026 PRIMARY ELECTION

VOTE CENTER	BOS DISTRICT	LOCATION NAME	LOCATION ADDRESS
130	3	The Highlands at Dove Mountain	4949 W Heritage Club Blvd, Marana, AZ 85658
131	2	Quail Creek	2055 E Quail Crossing Blvd, Green Valley, AZ 85614
132	2	Rising Star Baptist Church	2800 E 36th St, Tucson, AZ 85713

*VC 118 - Due to flooding, VUSD Sycamore Elementary School moved to Corona Foothills Middle School - 16705 S Houghton Rd, Vail, AZ 85641

Write-In Information

PIMA COUNTY, STATE OF ARIZONA
PRIMARY ELECTION - JULY 21, 2026 /
ELECCION PRIMARIA - 21 DE JULIO DE 2026
WRITE-IN LIST / LISTA CANDIDATOS POR ESCRITO

NAME / NOMBRE	OFFICE / PUESTO	PARTY / PARTIDO
SWING, GARY	U.S. REPRESENTATIVE IN CONGRESS - DISTRICT 6 / REPRESENTANTE DE EE.UU. EN EL CONGRESO - DISTRITO 6	GRN
EASTWOOD, ATHENA MARIA	GOVERNOR / GOBERNADOR	GRN
MELENDEZ, CARLOS	GOVERNOR / GOBERNADOR	GRN
POUNDS IV, WILLIAM "REX" JOSUÉ	GOVERNOR / GOBERNADOR	GRN
KARP, BOB	STATE SENATOR - DISTRICT 19 / SENADOR ESTATAL - DISTRITO 19	DEM
WEASEL, KATHERINE	STATE REPRESENTATIVE - DISTRICT 20 / REPRESENTANTE ESTATAL - DISTRITO 20	REP
RALSTON, JON ROBERT	SECRETARY OF STATE / SECRETARIO DE ESTADO	GRN
CEASE, MIKE	CORPORATION COMMISSIONER / COMISIONADO DE CORPORACIONES	GRN
RHODES, JEFF	BOARD OF SUPERVISORS - DISTRICT 5 / JUNTA DE SUPERVISORES - DISTRITO 5	REP
MARTINEZ, TONATZIN	PRECINCT COMMITTEEMAN, PRECINCT - 178 / DELEGADO DEL DISTRITO ELECTORAL - 178	REP
SMITH, HEATHER	PRECINCT COMMITTEEMAN, PRECINCT - 178 / DELEGADO DEL DISTRITO ELECTORAL - 178	REP
SMITH, KYLE	PRECINCT COMMITTEEMAN, PRECINCT - 178 / DELEGADO DEL DISTRITO ELECTORAL - 178	REP
HARMON, ROGER	PRECINCT COMMITTEEMAN, PRECINCT - 247 / DELEGADO DEL DISTRITO ELECTORAL - 247	REP
WHIPPLE, ARTURO	PRECINCT COMMITTEEMAN, PRECINCT - 247 / DELEGADO DEL DISTRITO ELECTORAL - 247	REP
CRAIG, JACKIE	TOWN OF MARANA - COUNCIL MEMBER / PUEBLO DE MARANA - MIEMBRO DE CONCEJO	NON

In accordance with A.R.S. 16-312 et seq. only the above names will be counted in the tally of ballots.
De acuerdo con A.R.S. 16-312 et seq. solamente los nombres sobre escritos serán contados en la escrutación de balotas.

	Council Member - Town of Marana									
	VOTE FOR 4									
	KAI, HERB	MCGUIRE, JACKIE	MURPHY, TERI	OFFICER, JOHN	PRINCE, JULIE	RITZ, SUE	Write-in Totals	Write-in: CRAIG, JACKIE	Write-in: Invalid	Write-in: Not Assigned
Precinct 006	947	912	890	913	809	811	566	530	36	0
Precinct 014	635	680	641	604	626	640	322	306	15	1
Precinct 035	0	0	0	0	0	0	0	0	0	0
Precinct 040	57	65	54	55	69	62	27	24	3	0
Precinct 104	752	820	712	700	769	771	425	390	35	0
Precinct 115	1,069	1,026	1,000	1,001	958	1,012	570	526	44	0
Precinct 127	1,609	1,363	1,553	1,549	1,244	1,244	1,217	1,164	53	0
Precinct 150	49	82	56	44	73	74	15	14	1	0
Precinct 175	663	509	692	685	461	463	419	396	23	0
Precinct 184	1,222	1,077	1,178	1,221	1,026	985	742	719	23	0
Precinct 213	65	54	54	56	52	50	29	26	3	0
Precinct 223	227	249	232	222	241	232	112	106	6	0
Precinct 242	370	401	364	358	376	365	208	195	13	0
Precinct 266	3	0	4	3	0	0	4	4	0	0
Precinct 273	2	7	2	1	6	6	2	2	0	0
Precinct 274	56	57	58	60	53	52	22	22	0	0
Totals	7,726	7,302	7,490	7,472	6,763	6,767	4,680	4,424	255	1

	Mayor - Town of Marana			
	VOTE FOR 1			
	JOHNSEN, GREG	POST, JON	Write-in Totals	Write-in: Not Assigned
Precinct 006	795	912	1	1
Precinct 014	578	640	1	1
Precinct 035	0	0	0	0
Precinct 040	55	59	0	0
Precinct 104	701	727	2	2
Precinct 115	875	1,049	2	2
Precinct 127	1,229	1,578	11	11
Precinct 150	66	58	0	0
Precinct 175	448	671	6	6
Precinct 184	924	1,238	2	2
Precinct 213	53	50	0	0
Precinct 223	216	226	1	1
Precinct 242	362	349	0	0
Precinct 266	0	4	0	0
Precinct 273	7	1	0	0
Precinct 274	41	58	1	1
Totals	6,350	7,620	27	27

Election Summary Results

Statistics

	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	48,150			
Registered Voters - Democratic	12,663			
Registered Voters - Republican	17,985			
Registered Voters - Libertarian	323			
Registered Voters - Green	36			
Registered Voters - No Labels	398			
Registered Voters - Nonpartisan	16,745			
Ballots Cast - Total	16,087	2,213	13,837	37
Ballots Cast - Democratic	7,205	427	6,774	4
Ballots Cast - Republican	8,479	1,635	6,813	31
Ballots Cast - Libertarian	57	11	46	0
Ballots Cast - Green	6	0	6	0
Ballots Cast - No Labels	213	69	143	1
Ballots Cast - Nonpartisan	127	71	55	1
Ballots Cast - Blank	10	3	7	0
Voter Turnout - Total	33.41%			
Voter Turnout - Democratic	56.90%			
Voter Turnout - Republican	47.14%			
Voter Turnout - Libertarian	17.65%			
Voter Turnout - Green	16.67%			
Voter Turnout - No Labels	53.52%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	7,726	1,270	6,437	19
MCGUIRE, JACKIE	7,302	699	6,596	7
MURPHY, TERI	7,490	1,249	6,224	17
OFFICER, JOHN	7,472	1,336	6,118	18
PRINCE, JULIE	6,763	577	6,177	9
RITZ, SUE	6,767	588	6,171	8
Write-In Totals	4,680	873	3,791	16
Write-In: CRAIG, JACKIE	4,424	834	3,574	16
Write-In: Invalid	255	38	217	0
Not Assigned	1	1	0	0
Total Votes Cast	48,200	6,592	41,514	94
Overvotes	128	16	112	0
Undervotes	9,524	1,324	8,174	26
Contest Totals	57,852	7,932	49,800	120

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	6,350	604	5,736	10
POST, JON	7,620	1,308	6,292	20
Write-In Totals	27	1	26	0
Not Assigned	27	1	26	0
Total Votes Cast	13,997	1,913	12,054	30
Overvotes	10	2	8	0
Undervotes	456	68	388	0
Contest Totals	14,463	1,983	12,450	30

Statement of Votes Cast

Precinct 006

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	6,709			
Registered Voters - Democratic	1,557			
Registered Voters - Republican	2,528			
Registered Voters - Libertarian	65			
Registered Voters - Green	8			
Registered Voters - No Labels	88			
Registered Voters - Nonpartisan	2,463			
Ballots Cast - Total	1,790	335	1,447	8
Ballots Cast - Democratic	771	69	701	1
Ballots Cast - Republican	949	231	712	6
Ballots Cast - Libertarian	9	1	8	0
Ballots Cast - Green	1	0	1	0
Ballots Cast - No Labels	37	18	18	1
Ballots Cast - Nonpartisan	23	16	7	0
Ballots Cast - Blank	2	1	1	0
Voter Turnout - Total	26.68%			
Voter Turnout - Democratic	49.52%			
Voter Turnout - Republican	37.54%			
Voter Turnout - Libertarian	13.85%			
Voter Turnout - Green	12.50%			
Voter Turnout - No Labels	42.05%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	947	211	729	7
MCGUIRE, JACKIE	912	135	775	2
MURPHY, TERI	890	202	682	6
OFFICER, JOHN	913	220	686	7
PRINCE, JULIE	809	105	702	2
RITZ, SUE	811	110	700	1
Write-In Totals	566	133	427	6
Write-In: CRAIG, JACKIE	530	123	401	6
Write-In: Invalid	36	10	26	0
Not Assigned	0	0	0	0
Total Votes Cast	5,848	1,116	4,701	31
Overvotes	12	0	12	0
Undervotes	1,112	192	919	1
Contest Totals	6,972	1,308	5,632	32

Precinct 006

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	795	112	681	2
POST, JON	912	208	698	6
Write-In Totals	1	0	1	0
Not Assigned	1	0	1	0
Total Votes Cast	1,708	320	1,380	8
Overvotes	2	2	0	0
Undervotes	33	5	28	0
Contest Totals	1,743	327	1,408	8

Precinct 014

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	4,245			
Registered Voters - Democratic	1,227			
Registered Voters - Republican	1,396			
Registered Voters - Libertarian	30			
Registered Voters - Green	4			
Registered Voters - No Labels	29			
Registered Voters - Nonpartisan	1,559			
Ballots Cast - Total	1,251	167	1,082	2
Ballots Cast - Democratic	628	35	592	1
Ballots Cast - Republican	598	125	472	1
Ballots Cast - Libertarian	4	0	4	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	13	4	9	0
Ballots Cast - Nonpartisan	8	3	5	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	29.47%			
Voter Turnout - Democratic	51.18%			
Voter Turnout - Republican	42.84%			
Voter Turnout - Libertarian	13.33%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	44.83%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	635	109	525	1
MCGUIRE, JACKIE	680	60	620	0
MURPHY, TERI	641	114	527	0
OFFICER, JOHN	604	115	489	0
PRINCE, JULIE	626	43	582	1
RITZ, SUE	640	43	596	1
Write-In Totals	322	62	260	0
Write-In: CRAIG, JACKIE	306	60	246	0
Write-In: Invalid	15	1	14	0
Not Assigned	1	1	0	0
Total Votes Cast	4,148	546	3,599	3
Overvotes	12	0	12	0
Undervotes	832	122	705	5
Contest Totals	4,992	668	4,316	8

Precinct 014

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	578	46	531	1
POST, JON	640	113	526	1
Write-In Totals	1	0	1	0
Not Assigned	1	0	1	0
Total Votes Cast	1,219	159	1,058	2
Overvotes	0	0	0	0
Undervotes	29	8	21	0
Contest Totals	1,248	167	1,079	2

Precinct 035

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	399			
Registered Voters - Democratic	103			
Registered Voters - Republican	179			
Registered Voters - Libertarian	1			
Registered Voters - Green	0			
Registered Voters - No Labels	0			
Registered Voters - Nonpartisan	116			
Ballots Cast - Total	138	23	115	0
Ballots Cast - Democratic	58	1	57	0
Ballots Cast - Republican	79	22	57	0
Ballots Cast - Libertarian	1	0	1	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	0	0	0	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	34.59%			
Voter Turnout - Democratic	56.31%			
Voter Turnout - Republican	44.13%			
Voter Turnout - Libertarian	100.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	0.00%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	0	0	0	0
MCGUIRE, JACKIE	0	0	0	0
MURPHY, TERI	0	0	0	0
OFFICER, JOHN	0	0	0	0
PRINCE, JULIE	0	0	0	0
RITZ, SUE	0	0	0	0
Write-In Totals	0	0	0	0
Write-In: CRAIG, JACKIE	0	0	0	0
Write-In: Invalid	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Precinct 035

Mayor - Town of Marana

Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	0	0	0	0
POST, JON	0	0	0	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0

Precinct 040

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	3,187			
Registered Voters - Democratic	904			
Registered Voters - Republican	1,122			
Registered Voters - Libertarian	44			
Registered Voters - Green	4			
Registered Voters - No Labels	26			
Registered Voters - Nonpartisan	1,087			
Ballots Cast - Total	795	113	678	4
Ballots Cast - Democratic	394	17	377	0
Ballots Cast - Republican	391	93	294	4
Ballots Cast - Libertarian	3	1	2	0
Ballots Cast - Green	1	0	1	0
Ballots Cast - No Labels	6	2	4	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	24.95%			
Voter Turnout - Democratic	43.58%			
Voter Turnout - Republican	34.85%			
Voter Turnout - Libertarian	6.82%			
Voter Turnout - Green	25.00%			
Voter Turnout - No Labels	23.08%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	57	2	53	2
MCGUIRE, JACKIE	65	1	64	0
MURPHY, TERI	54	2	50	2
OFFICER, JOHN	55	3	50	2
PRINCE, JULIE	69	3	66	0
RITZ, SUE	62	2	60	0
Write-In Totals	27	1	24	2
Write-In: CRAIG, JACKIE	24	1	21	2
Write-In: Invalid	3	0	3	0
Not Assigned	0	0	0	0
Total Votes Cast	389	14	367	8
Overvotes	0	0	0	0
Undervotes	87	10	77	0
Contest Totals	476	24	444	8

Precinct 040

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	55	1	54	0
POST, JON	59	3	54	2
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	114	4	108	2
Overvotes	1	0	1	0
Undervotes	4	2	2	0
Contest Totals	119	6	111	2

Precinct 104

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	4,523			
Registered Voters - Democratic	1,402			
Registered Voters - Republican	1,544			
Registered Voters - Libertarian	14			
Registered Voters - Green	1			
Registered Voters - No Labels	28			
Registered Voters - Nonpartisan	1,534			
Ballots Cast - Total	1,599	219	1,376	4
Ballots Cast - Democratic	821	55	766	0
Ballots Cast - Republican	746	154	588	4
Ballots Cast - Libertarian	3	0	3	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	21	6	15	0
Ballots Cast - Nonpartisan	8	4	4	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	35.35%			
Voter Turnout - Democratic	58.56%			
Voter Turnout - Republican	48.32%			
Voter Turnout - Libertarian	21.43%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	75.00%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	752	131	620	1
MCGUIRE, JACKIE	820	77	743	0
MURPHY, TERI	712	134	577	1
OFFICER, JOHN	700	134	565	1
PRINCE, JULIE	769	66	703	0
RITZ, SUE	771	71	699	1
Write-In Totals	425	98	326	1
Write-In: CRAIG, JACKIE	390	97	292	1
Write-In: Invalid	35	1	34	0
Not Assigned	0	0	0	0
Total Votes Cast	4,949	711	4,233	5
Overvotes	12	4	8	0
Undervotes	915	113	799	3
Contest Totals	5,876	828	5,040	8

Precinct 104

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	701	68	632	1
POST, JON	727	136	590	1
Write-In Totals	2	0	2	0
Not Assigned	2	0	2	0
Total Votes Cast	1,430	204	1,224	2
Overvotes	1	0	1	0
Undervotes	38	3	35	0
Contest Totals	1,469	207	1,260	2

Precinct 115

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	5,658			
Registered Voters - Democratic	1,565			
Registered Voters - Republican	2,079			
Registered Voters - Libertarian	26			
Registered Voters - Green	4			
Registered Voters - No Labels	40			
Registered Voters - Nonpartisan	1,944			
Ballots Cast - Total	2,034	277	1,754	3
Ballots Cast - Democratic	985	63	922	0
Ballots Cast - Republican	1,003	201	799	3
Ballots Cast - Libertarian	6	2	4	0
Ballots Cast - Green	1	0	1	0
Ballots Cast - No Labels	27	7	20	0
Ballots Cast - Nonpartisan	12	4	8	0
Ballots Cast - Blank	1	1	0	0
Voter Turnout - Total	35.95%			
Voter Turnout - Democratic	62.94%			
Voter Turnout - Republican	48.24%			
Voter Turnout - Libertarian	23.08%			
Voter Turnout - Green	25.00%			
Voter Turnout - No Labels	67.50%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	1,069	179	888	2
MCGUIRE, JACKIE	1,026	90	935	1
MURPHY, TERI	1,000	168	831	1
OFFICER, JOHN	1,001	180	820	1
PRINCE, JULIE	958	73	884	1
RITZ, SUE	1,012	93	918	1
Write-In Totals	570	116	453	1
Write-In: CRAIG, JACKIE	526	111	414	1
Write-In: Invalid	44	5	39	0
Not Assigned	0	0	0	0
Total Votes Cast	6,636	899	5,729	8
Overvotes	12	8	4	0
Undervotes	1,328	185	1,139	4
Contest Totals	7,976	1,092	6,872	12

Precinct 115

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	875	81	793	1
POST, JON	1,049	184	863	2
Write-In Totals	2	0	2	0
Not Assigned	2	0	2	0
Total Votes Cast	1,926	265	1,658	3
Overvotes	2	0	2	0
Undervotes	66	8	58	0
Contest Totals	1,994	273	1,718	3

Precinct 127

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	6,759			
Registered Voters - Democratic	1,719			
Registered Voters - Republican	2,776			
Registered Voters - Libertarian	27			
Registered Voters - Green	4			
Registered Voters - No Labels	42			
Registered Voters - Nonpartisan	2,191			
Ballots Cast - Total	3,099	311	2,783	5
Ballots Cast - Democratic	1,296	47	1,248	1
Ballots Cast - Republican	1,719	239	1,476	4
Ballots Cast - Libertarian	10	3	7	0
Ballots Cast - Green	1	0	1	0
Ballots Cast - No Labels	43	6	37	0
Ballots Cast - Nonpartisan	30	16	14	0
Ballots Cast - Blank	3	1	2	0
Voter Turnout - Total	45.85%			
Voter Turnout - Democratic	75.39%			
Voter Turnout - Republican	61.92%			
Voter Turnout - Libertarian	37.04%			
Voter Turnout - Green	25.00%			
Voter Turnout - No Labels	102.38%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	1,609	182	1,426	1
MCGUIRE, JACKIE	1,363	86	1,276	1
MURPHY, TERI	1,553	178	1,373	2
OFFICER, JOHN	1,549	191	1,356	2
PRINCE, JULIE	1,244	65	1,177	2
RITZ, SUE	1,244	67	1,176	1
Write-In Totals	1,217	152	1,064	1
Write-In: CRAIG, JACKIE	1,164	143	1,020	1
Write-In: Invalid	53	9	44	0
Not Assigned	0	0	0	0
Total Votes Cast	9,779	921	8,848	10
Overvotes	48	0	48	0
Undervotes	2,037	239	1,796	2
Contest Totals	11,864	1,160	10,692	12

Precinct 127

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	1,229	75	1,152	2
POST, JON	1,578	191	1,386	1
Write-In Totals	11	1	10	0
Not Assigned	11	1	10	0
Total Votes Cast	2,818	267	2,548	3
Overvotes	1	0	1	0
Undervotes	147	23	124	0
Contest Totals	2,966	290	2,673	3

Precinct 150

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	789			
Registered Voters - Democratic	233			
Registered Voters - Republican	205			
Registered Voters - Libertarian	7			
Registered Voters - Green	0			
Registered Voters - No Labels	13			
Registered Voters - Nonpartisan	331			
Ballots Cast - Total	136	22	114	0
Ballots Cast - Democratic	76	7	69	0
Ballots Cast - Republican	55	12	43	0
Ballots Cast - Libertarian	2	1	1	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	3	2	1	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	17.24%			
Voter Turnout - Democratic	32.62%			
Voter Turnout - Republican	26.83%			
Voter Turnout - Libertarian	28.57%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	23.08%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	49	10	39	0
MCGUIRE, JACKIE	82	9	73	0
MURPHY, TERI	56	11	45	0
OFFICER, JOHN	44	9	35	0
PRINCE, JULIE	73	9	64	0
RITZ, SUE	74	8	66	0
Write-In Totals	15	4	11	0
Write-In: CRAIG, JACKIE	14	4	10	0
Write-In: Invalid	1	0	1	0
Not Assigned	0	0	0	0
Total Votes Cast	393	60	333	0
Overvotes	0	0	0	0
Undervotes	151	28	123	0
Contest Totals	544	88	456	0

Precinct 150

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	66	9	57	0
POST, JON	58	12	46	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	124	21	103	0
Overvotes	0	0	0	0
Undervotes	12	1	11	0
Contest Totals	136	22	114	0

Precinct 175

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	4,081			
Registered Voters - Democratic	902			
Registered Voters - Republican	1,640			
Registered Voters - Libertarian	36			
Registered Voters - Green	6			
Registered Voters - No Labels	52			
Registered Voters - Nonpartisan	1,445			
Ballots Cast - Total	1,141	223	915	3
Ballots Cast - Democratic	422	34	388	0
Ballots Cast - Republican	661	157	501	3
Ballots Cast - Libertarian	9	3	6	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	30	15	15	0
Ballots Cast - Nonpartisan	19	14	5	0
Ballots Cast - Blank	2	0	2	0
Voter Turnout - Total	27.96%			
Voter Turnout - Democratic	46.78%			
Voter Turnout - Republican	40.30%			
Voter Turnout - Libertarian	25.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	57.69%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	663	147	514	2
MCGUIRE, JACKIE	509	74	434	1
MURPHY, TERI	692	157	533	2
OFFICER, JOHN	685	160	523	2
PRINCE, JULIE	461	58	402	1
RITZ, SUE	463	56	406	1
Write-In Totals	419	114	303	2
Write-In: CRAIG, JACKIE	396	107	287	2
Write-In: Invalid	23	7	16	0
Not Assigned	0	0	0	0
Total Votes Cast	3,892	766	3,115	11
Overvotes	4	0	4	0
Undervotes	668	126	541	1
Contest Totals	4,564	892	3,660	12

Precinct 175

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	448	63	384	1
POST, JON	671	157	512	2
Write-In Totals	6	0	6	0
Not Assigned	6	0	6	0
Total Votes Cast	1,125	220	902	3
Overvotes	0	0	0	0
Undervotes	16	3	13	0
Contest Totals	1,141	223	915	3

Precinct 184

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	6,673			
Registered Voters - Democratic	1,576			
Registered Voters - Republican	2,790			
Registered Voters - Libertarian	37			
Registered Voters - Green	2			
Registered Voters - No Labels	40			
Registered Voters - Nonpartisan	2,228			
Ballots Cast - Total	2,659	289	2,366	4
Ballots Cast - Democratic	1,048	46	1,002	0
Ballots Cast - Republican	1,560	226	1,331	3
Ballots Cast - Libertarian	4	0	4	0
Ballots Cast - Green	1	0	1	0
Ballots Cast - No Labels	23	6	17	0
Ballots Cast - Nonpartisan	23	11	11	1
Ballots Cast - Blank	1	0	1	0
Voter Turnout - Total	39.85%			
Voter Turnout - Democratic	66.50%			
Voter Turnout - Republican	55.91%			
Voter Turnout - Libertarian	10.81%			
Voter Turnout - Green	50.00%			
Voter Turnout - No Labels	57.50%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	1,222	160	1,060	2
MCGUIRE, JACKIE	1,077	86	989	2
MURPHY, TERI	1,178	151	1,025	2
OFFICER, JOHN	1,221	175	1,044	2
PRINCE, JULIE	1,026	80	945	1
RITZ, SUE	985	68	916	1
Write-In Totals	742	107	633	2
Write-In: CRAIG, JACKIE	719	105	612	2
Write-In: Invalid	23	2	21	0
Not Assigned	0	0	0	0
Total Votes Cast	7,451	827	6,612	12
Overvotes	20	0	20	0
Undervotes	1,489	145	1,340	4
Contest Totals	8,960	972	7,972	16

Precinct 184

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	924	73	849	2
POST, JON	1,238	159	1,077	2
Write-In Totals	2	0	2	0
Not Assigned	2	0	2	0
Total Votes Cast	2,164	232	1,928	4
Overvotes	1	0	1	0
Undervotes	75	11	64	0
Contest Totals	2,240	243	1,993	4

Precinct 213

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	434			
Registered Voters - Democratic	136			
Registered Voters - Republican	134			
Registered Voters - Libertarian	1			
Registered Voters - Green	0			
Registered Voters - No Labels	5			
Registered Voters - Nonpartisan	158			
Ballots Cast - Total	104	10	94	0
Ballots Cast - Democratic	50	2	48	0
Ballots Cast - Republican	53	8	45	0
Ballots Cast - Libertarian	0	0	0	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	1	0	1	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	23.96%			
Voter Turnout - Democratic	36.76%			
Voter Turnout - Republican	39.55%			
Voter Turnout - Libertarian	0.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	20.00%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	65	7	58	0
MCGUIRE, JACKIE	54	5	49	0
MURPHY, TERI	54	4	50	0
OFFICER, JOHN	56	6	50	0
PRINCE, JULIE	52	2	50	0
RITZ, SUE	50	3	47	0
Write-In Totals	29	2	27	0
Write-In: CRAIG, JACKIE	26	2	24	0
Write-In: Invalid	3	0	3	0
Not Assigned	0	0	0	0
Total Votes Cast	360	29	331	0
Overvotes	0	0	0	0
Undervotes	56	11	45	0
Contest Totals	416	40	376	0

Precinct 213

Mayor - Town of Marana

Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	53	4	49	0
POST, JON	50	6	44	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	103	10	93	0
Overvotes	0	0	0	0
Undervotes	1	0	1	0
Contest Totals	104	10	94	0

Precinct 223

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	1,791			
Registered Voters - Democratic	503			
Registered Voters - Republican	564			
Registered Voters - Libertarian	12			
Registered Voters - Green	1			
Registered Voters - No Labels	19			
Registered Voters - Nonpartisan	692			
Ballots Cast - Total	457	65	391	1
Ballots Cast - Democratic	222	11	211	0
Ballots Cast - Republican	225	52	172	1
Ballots Cast - Libertarian	3	0	3	0
Ballots Cast - Green	1	0	1	0
Ballots Cast - No Labels	5	1	4	0
Ballots Cast - Nonpartisan	1	1	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	25.52%			
Voter Turnout - Democratic	44.14%			
Voter Turnout - Republican	39.89%			
Voter Turnout - Libertarian	25.00%			
Voter Turnout - Green	100.00%			
Voter Turnout - No Labels	26.32%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	227	38	189	0
MCGUIRE, JACKIE	249	22	227	0
MURPHY, TERI	232	46	186	0
OFFICER, JOHN	222	49	173	0
PRINCE, JULIE	241	23	218	0
RITZ, SUE	232	15	217	0
Write-In Totals	112	18	94	0
Write-In: CRAIG, JACKIE	106	18	88	0
Write-In: Invalid	6	0	6	0
Not Assigned	0	0	0	0
Total Votes Cast	1,515	211	1,304	0
Overvotes	0	0	0	0
Undervotes	313	49	260	4
Contest Totals	1,828	260	1,564	4

Precinct 223

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	216	16	200	0
POST, JON	226	46	179	1
Write-In Totals	1	0	1	0
Not Assigned	1	0	1	0
Total Votes Cast	443	62	380	1
Overvotes	0	0	0	0
Undervotes	14	3	11	0
Contest Totals	457	65	391	1

Precinct 242

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	2,335			
Registered Voters - Democratic	667			
Registered Voters - Republican	834			
Registered Voters - Libertarian	20			
Registered Voters - Green	2			
Registered Voters - No Labels	13			
Registered Voters - Nonpartisan	799			
Ballots Cast - Total	733	138	594	1
Ballots Cast - Democratic	363	36	326	1
Ballots Cast - Republican	360	98	262	0
Ballots Cast - Libertarian	3	0	3	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	4	2	2	0
Ballots Cast - Nonpartisan	3	2	1	0
Ballots Cast - Blank	1	0	1	0
Voter Turnout - Total	31.39%			
Voter Turnout - Democratic	54.42%			
Voter Turnout - Republican	43.17%			
Voter Turnout - Libertarian	15.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	30.77%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	370	89	281	0
MCGUIRE, JACKIE	401	49	352	0
MURPHY, TERI	364	75	289	0
OFFICER, JOHN	358	88	270	0
PRINCE, JULIE	376	45	330	1
RITZ, SUE	365	48	316	1
Write-In Totals	208	62	146	0
Write-In: CRAIG, JACKIE	195	59	136	0
Write-In: Invalid	13	3	10	0
Not Assigned	0	0	0	0
Total Votes Cast	2,442	456	1,984	2
Overvotes	8	4	4	0
Undervotes	482	92	388	2
Contest Totals	2,932	552	2,376	4

Precinct 242

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	362	50	312	0
POST, JON	349	87	261	1
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	711	137	573	1
Overvotes	1	0	1	0
Undervotes	21	1	20	0
Contest Totals	733	138	594	1

Precinct 266

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	210			
Registered Voters - Democratic	44			
Registered Voters - Republican	91			
Registered Voters - Libertarian	1			
Registered Voters - Green	0			
Registered Voters - No Labels	3			
Registered Voters - Nonpartisan	71			
Ballots Cast - Total	42	12	28	2
Ballots Cast - Democratic	10	1	9	0
Ballots Cast - Republican	32	11	19	2
Ballots Cast - Libertarian	0	0	0	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	0	0	0	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	20.00%			
Voter Turnout - Democratic	22.73%			
Voter Turnout - Republican	35.16%			
Voter Turnout - Libertarian	0.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	0.00%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	3	2	0	1
MCGUIRE, JACKIE	0	0	0	0
MURPHY, TERI	4	3	0	1
OFFICER, JOHN	3	2	0	1
PRINCE, JULIE	0	0	0	0
RITZ, SUE	0	0	0	0
Write-In Totals	4	3	0	1
Write-In: CRAIG, JACKIE	4	3	0	1
Write-In: Invalid	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	14	10	0	4
Overvotes	0	0	0	0
Undervotes	2	2	0	0
Contest Totals	16	12	0	4

Precinct 266

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	0	0	0	0
POST, JON	4	3	0	1
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	4	3	0	1
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	4	3	0	1

Precinct 273

Statistics

	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	89			
Registered Voters - Democratic	24			
Registered Voters - Republican	15			
Registered Voters - Libertarian	0			
Registered Voters - Green	0			
Registered Voters - No Labels	0			
Registered Voters - Nonpartisan	50			
Ballots Cast - Total	8	2	6	0
Ballots Cast - Democratic	7	1	6	0
Ballots Cast - Republican	1	1	0	0
Ballots Cast - Libertarian	0	0	0	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	0	0	0	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	8.99%			
Voter Turnout - Democratic	29.17%			
Voter Turnout - Republican	6.67%			
Voter Turnout - Libertarian	0.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	0.00%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	2	0	2	0
MCGUIRE, JACKIE	7	1	6	0
MURPHY, TERI	2	1	1	0
OFFICER, JOHN	1	0	1	0
PRINCE, JULIE	6	1	5	0
RITZ, SUE	6	1	5	0
Write-In Totals	2	0	2	0
Write-In: CRAIG, JACKIE	2	0	2	0
Write-In: Invalid	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	26	4	22	0
Overvotes	0	0	0	0
Undervotes	6	4	2	0
Contest Totals	32	8	24	0

Precinct 273

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	7	2	5	0
POST, JON	1	0	1	0
Write-In Totals	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	8	2	6	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	8	2	6	0

Precinct 274

Statistics

Statistics	TOTAL	Election Day	Early	Provisional
Registered Voters - Total	268			
Registered Voters - Democratic	101			
Registered Voters - Republican	88			
Registered Voters - Libertarian	2			
Registered Voters - Green	0			
Registered Voters - No Labels	0			
Registered Voters - Nonpartisan	77			
Ballots Cast - Total	101	7	94	0
Ballots Cast - Democratic	54	2	52	0
Ballots Cast - Republican	47	5	42	0
Ballots Cast - Libertarian	0	0	0	0
Ballots Cast - Green	0	0	0	0
Ballots Cast - No Labels	0	0	0	0
Ballots Cast - Nonpartisan	0	0	0	0
Ballots Cast - Blank	0	0	0	0
Voter Turnout - Total	37.69%			
Voter Turnout - Democratic	53.47%			
Voter Turnout - Republican	53.41%			
Voter Turnout - Libertarian	0.00%			
Voter Turnout - Green	0.00%			
Voter Turnout - No Labels	0.00%			

Council Member - Town of Marana

Vote For 4

	TOTAL	Election Day	Early	Provisional
KAI, HERB	56	3	53	0
MCGUIRE, JACKIE	57	4	53	0
MURPHY, TERI	58	3	55	0
OFFICER, JOHN	60	4	56	0
PRINCE, JULIE	53	4	49	0
RITZ, SUE	52	3	49	0
Write-In Totals	22	1	21	0
Write-In: CRAIG, JACKIE	22	1	21	0
Write-In: Invalid	0	0	0	0
Not Assigned	0	0	0	0
Total Votes Cast	358	22	336	0
Overvotes	0	0	0	0
Undervotes	46	6	40	0
Contest Totals	404	28	376	0

Precinct 274

Mayor - Town of Marana
Vote For 1

	TOTAL	Election Day	Early	Provisional
JOHNSEN, GREG	41	4	37	0
POST, JON	58	3	55	0
Write-In Totals	1	0	1	0
Not Assigned	1	0	1	0
Total Votes Cast	100	7	93	0
Overvotes	1	0	1	0
Undervotes	0	0	0	0
Contest Totals	101	7	94	0