MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 16, 2014, at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, 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 December 16, 2014, at or after 7:00 PM located in the Council Chambers of the 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. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times
Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 7:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings
If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas

Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.marana.com, by linking to the Town Clerk page under Agendas, Minutes and Recent Actions. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than 24 hours prior to the meeting, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.marana.com on the Town Clerk page under Agendas, Minutes and Recent Actions.

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities and the Town's overhead projector/document reader. 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

Proclamation honoring the Military Order of the Purple Heart and proclaiming that Marana is a Purple Heart Town in the State of Arizona

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.

C 1 Resolution No. 2014-122: Relating to Development; Approving a release of subdivision assurances for San Lucas Block 8 and accepting public improvements for maintenance (Keith Brann)

C 2 Resolution No. 2014-123: Relating to Development; Accepting the Tiffany Loop Potable Water Line public improvements for maintenance (Keith Brann)

C 3 Resolution No. 2014-124: Relating to the Police Department; approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2014 Operation Stonegarden Grant Program (Lisa Shafer)

C 4 Resolution No. 2014-125: Relating to Intergovernmental Relations; adopting a 2015 Town of Marana legislative program and authorizing those engaged to lobby on behalf of the Town of Marana to represent and pursue it (Gilbert Davidson)

C 5 Resolution No. 2014-126: Relating to Boards, Commissions and Committees; appointing Raymond Copenhaver as the Town of Marana citizen representative to the Tucson - Pima County Bicycle Advisory Committee (Brian Varney)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B 1 Resolution No. 2014-127: Relating to Boards, Commissions and Committees; making appointments to the Town of Marana Personnel Action Review Board (Jocelyn C. Bronson)

B 2 Relating to Boards, Commissions and Committees; selecting three potential topics for the Winter 2015 Marana Citizens' Forum (Jocelyn Bronson)

B 3 Approval of Minutes of November 25, 2014 Council Committee for Personnel Action Review Board Appointments (Jocelyn C. Bronson)

COUNCIL ACTION

A 1 PUBLIC HEARING: Ordinance No. 2014.030: Relating to Development; approving a rezoning of approximately 138 acres of land located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, from 'RR' Resort and Recreation to 'F' Specific Plan for the purpose of establishing the Lazy K Bar Ranch Specific Plan; approving a minor amendment to the General Plan; and approving and authorizing the mayor to execute the Lazy K Bar Ranch Development Agreement (Brian Varney)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

E1 Executive Session pursuant to A.R.S. § 38-431.03(A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

E2 Executive Session pursuant to A.R.S. § 38-431.03(A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Town of Marana Personnel Action Review Board.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: December 16, 2014

Subject: Proclamation honoring the Military Order of the Purple Heart and proclaiming that Marana is a Purple Heart Town in the State of Arizona

Attachments: Proclamation

HONORING THE MILITARY ORDER OF THE PURPLE HEART AND PROCLAIMING MARANA AS A PURPLE HEART TOWN IN THE STATE OF ARIZONA

WHEREAS the Town of Marana supports its military and veteran population; and

WHEREAS the Purple Heart is the oldest military decoration in present use, created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS the Purple Heart is the first American service award made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives and most importantly – make sure we never forget ; and

WHEREAS the Town of Marana appreciates the sacrifices that our town's Purple Heart recipients have made in defending our freedom and believe it is important to acknowledge and honor them for their service and their courage; and

WHEREAS the Town of Marana will continue to recognize that sacrifice and courage by becoming the home to the third and final veteran's cemetery in the State of Arizona.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Town of Marana proclaims that

MARANA IS A PURPLE HEART TOWN IN THE STATE OF ARIZONA

Dated this 16th day of December, 2014.

Ed Honea

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 1

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Engineering Technician

Date: December 16, 2014

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2014-122: Relating to Development; Approving a release of subdivision assurances for San Lucas Block 8 and accepting public improvements for maintenance (Keith Brann)

Discussion:

Adoption of this resolution will release the assurances for Block 8 of San Lucas and accept the following 0.71 miles of public streets for maintenance by the Town:

- Spear Point Way
- Fire Art Drive
- Dart Point Way
- Caliche Drive
- Folsom Point Drive
- Clovis Point Way
- Spear Shaft Drive

Adoption of the resolution will also result in the Town accepting a potable water system of approximately 3,720 linear feet including water meters, appurtenances, valves and fire hydrants; and accepting a sanitary sewer system of approximately 3,550 linear feet of sewer pipe and associated manholes.

Financial Impact:

N/A

Staff Recommendation:

Staff recommends adoption of the resolution.

Suggested Motion:
I move to adopt Resolution 2014-122

Attachments: Resolution 2014-122
SL BLK 8 Exhibit

MARANA RESOLUTION NO. 2014-122

RELATING TO DEVELOPMENT; APPROVING A RELEASE OF SUBDIVISION ASSURANCES FOR SAN LUCAS BLOCK 8 AND ACCEPTING PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS San Lucas Block 8 is a 19 acre subdivision located south of Cochie Canyon Trail and west of San Lucas Block 9, consisting of Lots 1 - 90 and common areas 'A', 'B', and 'D' and is recorded at the Pima County Recorder's Office in Book 60 of Maps and Plats, Page 81; and

WHEREAS the Town has an assurance agreement with LGI Homes—Arizona, LLC, as the subdivider and First American Title Insurance Company under Trust 9317 as the trustee, recorded in the office of the Recorder of Pima County, Arizona at Sequence 20133400405 (the "San Lucas Block 8 Assurance Agreement"), assuring the completion of subdivision improvements for San Lucas Block 8; and

WHEREAS LGI Homes—Arizona has completed the public improvements acceptable to Town standards in accordance with the San Lucas Block 8 Assurance Agreement; and

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

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

Section 1. The San Lucas Block 8 Assurance Agreement is hereby released.

Section 2. The Town accepts for maintenance, including maintenance of regulatory traffic control and street signs, for maintenance, approximately 0.71 miles of the following paved streets as shown on Exhibit A:

- Spear Point Way
- Fire Art Drive
- Dart Point Way
- Caliche Drive
- Folsom Point Drive
- Clovis Point Way
- Spear Shaft Drive

Section 3. The Town accepts for maintenance, a potable water system including 3720 lf of potable water line, water meters, appurtenances, valves, and fire hydrants for San Lucas Block 8, with an estimated value of $269,785.

Section 4. The Town accepts for maintenance a sanitary sewer system including 3550 lf of sewer line, and associated manholes for San Lucas Block 8.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of December, 2014.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PAVING NOTES:

1. ALL CONSTRUCTION AND TEST METHODS TO BE IN ACCORDANCE WITH TOWN OF MARANA CODES AND PIMA COUNTY/CITY OF TUCSON STANDARDS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION.
2. THE DESIGN SPEED FOR THIS SUBDIVISION IS 25 MPH. THE DESIGN VEHICLE IS WB-40.
3. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
4. THE CONTRACTOR SHALL PRESERVE ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES UNTIL AUTHORIZED TO REMOVE THEM BY ENGINEERS. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE CHARGED TO CONTRACTOR.
5. A GEOTECHNICAL ENGINEERING INVESTIGATION, INCLUDING RECOMMENDATIONS FOR GRADING PROCEDURES HAS BEEN PREPARED BY LMT ENGINEERING INC., EARTHWORK SHALL CONFORM TO THE RECOMMENDATIONS CONTAINED IN SAID REPORT, DATED JULY 11, 2005, PROJECT No 25551 AND THE GEOTECHNICAL ENGINEERING REPORT UPDATE LETTER, DATED JULY 3, 2013, PROJECT No 25551 R1.
6. AGGREGATE BASE COURSE SHALL CONFORM TO PC/COT SSPI SECTION 303.
7. ASPHALTIC CONCRETE SHALL CONFORM TO PC/COT SSPI SECTION 406, MIX #2 SPECIFICATIONS.
8. ALL CONCRETE SHALL COMPLY WITH PC/COT SSPI SECTION 1006, CLASS S, 3000 PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED.
9. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS (OSHA).
10. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL OBTAIN A TOWN OF MARANA RIGHT-OF-WAY PERMIT AND SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH THE TOWN OF MARANA RIGHT-OF-WAY INSPECTOR PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
11. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY MARANA PRIOR TO CONSTRUCTION.
12. A COPY OF THE LATEST APPROVED PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
13. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE SUBDIVISION ENGINEER.
14. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED, ALL WARNING SIGNS, BARRICADES ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
    THE CONTRACTOR SHALL SUBMIT TO THE TOWN OF MARANA A TRAFFIC CONTROL PLAN FOR EACH PHASE OF THE WORK A MINIMUM OR SEVEN (7) WORKING DAYS PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY. THE CONTRACTOR SHALL HAVE ON SITE, AT ALL TIMES, TRAFFIC CONTROL PLANS ACCEPTED (STAMPED) BY THE TOWN OF MARANA FOR ALL WORK BEING PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
16. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
17. A QUALIFIED REGISTERED ENGINEER OR LAND SURVEYOR MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO REQUEST OF FINAL INSPECTION/CERTIFICATION OF OCCUPANCY OR RELEASE OF ASSURANCES.
18. ALL STREETS STRIPING AND SIGNAGE SHALL BE PROVIDED BY THE DEVELOPER AT NO COST TO THE TOWN OF MARANA AND SHALL BE IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
19. A.R.S. 41-844 AND 41-865 REQUIRE THAT THE ARIZONA STATE MUSEUM BE NOTIFIED IN THE EVENT HUMAN REMAINS OR FUNERARY OBJECTS ARE DISCOVERED DURING GROUND-DISTURBING ACTIVITIES OR CONSTRUCTION.
20. ALL WORK SHALL CONFORM TO GRADING STANDARDS, TITLE 19 OF THE MARANA DEVELOPMENT CODE.
21. ALL PUBLIC STREETS SHALL REQUIRE A PRE-INSPECTION OF CURB AND AGGREGATE BASE COURSE PLACEMENT PRIOR TO ASPHALT PLACEMENT.
22. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL OBTAIN A TOWN OF MARANA BUSINESS LICENSE PRIOR TO COMMENCEMENT OF ANY WORK.

SEWER NOTES:

1. ALL DESIGN STANDARDS, MATERIALS AND WORKMANSHIP FOR PUBLIC SANITARY SEWERS ARE TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT'S (PCRWRD) MANUAL OF STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION, AND THE PIMA COUNTY/CITY OF TUCSON STANDARD DETAILS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS. SAID MANUALS ARE ON FILE AT PIMA COUNTY WASTEWATER MANAGEMENT OFFICES AT 201 N. STONE AVENUE, 8TH FLOOR.
2. THE CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION, CALL "BLUE STAKE" (1-800-782-5348), A MINIMUM OF TWO (2) FULL WORKING DAYS PRIOR TO EXCAVATION.
3. ALL ROUGH GRADING SHALL BE COMPLETE PRIOR TO THE INSTALLATION OF SEWERS, INCLUDING FILL, TO A MINIMUM OF 4 FEET OVER THE TOP OF SEWER PIPE, AND COMPACTION AS INDICATED ON THE PLANS, OR AS OTHERWISE DIRECTED BY MARANA UTILITIES.
4. SEWER CONSTRUCTION SHALL START AT THE LOWEST DOWNSTREAM POINT AND PROGRESS UPSTREAM, REGARDLESS OF THE STATIONING SHOWN ON THE PLANS.
5. THE CONTRACTOR SHALL MAKE FULL PAYMENT OF THE INVOLVED INSPECTION FEES AND OBTAIN A SEWER CONSTRUCTION PERMIT FROM THE MARANA UTILITIES DEPARTMENT A MINIMUM OF THREE (3) FULL WORKING DAYS PRIOR TO STARTING ANY SEWER CONSTRUCTION.
6. HORIZONTAL DISTANCE BETWEEN PUBLIC WATER MAINS AND SEWER MAINS SHALL NOT BE LESS THAN SIX (6) FEET. VERTICAL CLEARANCE BETWEEN WATER AND SEWER MAINS SHALL BE A MINIMUM OF 24 INCHES. (IF THESE CRITERIA CANNOT BE MET, DESIGN CHANGES WILL BE REQUIRED). REFER TO RWRD 108.
7. BEDDING SHALL BE IN ACCORDANCE WITH STANDARD DETAIL RWRD 104 OR AS SHOWN ON THE PLANS. SHOULD GROUND WATER OR OTHER UNANTICIPATED SOIL CONDITIONS BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED AS DIRECTED BY THE ENGINEER. COMPACTION TESTING OF FILL AND BACKFILL SHALL BE AS REQUIRED IN PCRWRD DIRECTIVE ENG2010-01. SEE SHT 6A FOR DETAIL RWRD 104
8. SEWER CONSTRUCTION SHALL NOT COMMENCE UNTIL (A) ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) HAS ISSUED A "CERTIFICATE OF APPROVAL TO CONSTRUCT" FOR THIS PROJECT AND (B) CONTRACTOR HAS OBTAINED A PUBLIC SEWER CONSTRUCTION PERMIT FROM THE MARANA UTILITIES DEPARTMENT (C) SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE ASSIGNED MARANA PROJECT INSPECTOR AT LEAST 3 FULL WORKING DAYS PRIOR TO THE START OF SEWER CONSTRUCTION.
9. IMMEDIATELY REPORT ANY RELEASE OF SEWAGE, AND/OR ANY DAMAGE TO, OR THE DROPPING OF DEBRIS INTO THE PUBLIC SANITARY SEWAGE CONVEYANCE SYSTEM, TO MARANA UTILITIES ON WEEKENDS, HOLIDAYS, OR BETWEEN 5:00 PM AND 8:00 AM, IMMEDIATELY CALL THE PIMA COUNTY SHERIFF'S COMMUNICATION CENTER (295-4595 OR 741-4900) AND REQUEST A MARANA REPRESENTATIVE BE DISPATCHED TO THE SITE. TAKE IMMEDIATE ACTION TO PREVENT OR CONTAIN THE SANITARY SEWAGE OVERFLOW (SSO) FROM THE SEWER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS TO REPAIR THE SEWER SYSTEM, FOR ALL EXPENSES TO MITIGATE THE RELEASE AND TO DISINFECT THE RELEASE AREAS AND FOR ANY REGULATORY PENALTIES LEVIED ON MARANA BECAUSE THE SSO ENTERED A NATURAL OR CONSTRUCTED STORM WATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL REPAIR ALL DAMAGE AS DIRECTED AND APPROVED BY MARANA.
10. AS-BUILT PLANS SHALL BE REQUIRED WHEN CONSTRUCTION IS COMPLETE. SUBMIT THREE BLACKLINE COPIES AND AN ELECTRONIC VERSION TO THE MARANA UTILITIES DEPT. OR MARANA INSPECTOR.
11. WHENEVER CONNECTING TO A LIVE SEWER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO (A) IDENTIFY AND INCLUDE ALL FLOW MANAGEMENT COSTS IN THE SEWER CONSTRUCTION BID SUBMITTED WITH THE PUBLIC SEWER PERMIT APPLICATION, AND (B) PROVIDE A FLOW MANAGEMENT PLAN AT THE PRE-CONSTRUCTION MEETING WITH MARANA UTILITIES PRIOR TO BEGINNING SEWER CONSTRUCTION. REFER TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION MANUAL FOR FLOW MANAGEMENT PLAN REQUIREMENTS. CALL THE MARANA UTILITIES DEPT. FOR ALL QUESTIONS REGARDING THE PREPARATION OF FLOW MANAGEMENT PLANS.
12. HOUSE CONNECT SEWER (HCS), PER PC/COT STANDARD DETAIL RWRD 401.
13. ALL NEW PUBLIC SEWER MANHOLES SHALL BE 4' DIAMETER PER STANDARD DETAIL RWRD 205, UNLESS OTHERWISE NOTED.
14. ALL DUCTILE IRON PIPE SHALL MEET THE REQUIREMENTS OF THE PCRWRD DIP/STEEL PIPE COATING SPECIFICATIONS (PROTECTO 401 COATING IS NOT ACCEPTABLE).

SEE SHEET 6A FOR ADDITIONAL SEWER NOTES

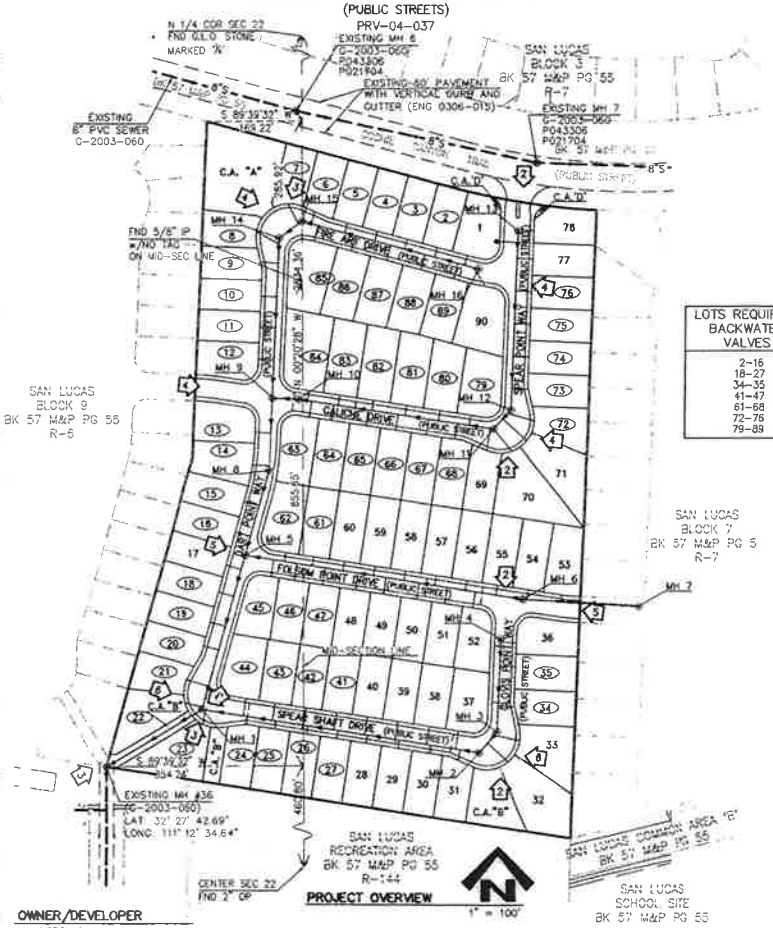
NOTE:
ACCORDING TO THE REVISED "BLUE STAKE LAW" (ARS40-360.21 THROUGH 40-360.32), THIS PROJECT IS SUBJECT TO NEW PRIVATE SEWER LATERAL DESIGN AND CONSTRUCTION REQUIREMENTS PER PIMA COUNTY WASTEWATER MANAGEMENT DIRECTIVE ENG2005-01 AND REVISED STANDARDS DETAIL WWW 401.
www.pima.gov/wwm/stddet/index.htm

Call at least two full working days before you dig, it's the law!
ARIZONA811
Arizona Blue Stake, Inc.

SHEET INDEX

SHEET No	DESCRIPTION
1	COVER
2-6	PLAN & PROFILES
6A	AS-BUILT TABLES & NOTES
7	PAVING & SEWER DETAILS
8	SCUPPER DETAILS
9	SIGNAGE AND STRIPING PLANS

PUBLIC PAVING AND PUBLIC SEWER PLAN
FOR
SAN LUCAS BLOCK 8
LOTS 1 THRU 90 AND
COMMON AREAS "A", "B", AND "D"
(PUBLIC STREETS)
PRV-04-037



PROJECT OVERVIEW
1" = 100'

THIS PROJECT (BLOCK 8)



LOCATION MAP
SCALE: 3" = 1 MILE

BEING A PORTION OF THE N1/2 OF SECTION 22, T-11-S, R-11-E, G & SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LOTS REQUIRING BACKWATER VALVES

2-16
18-27
34-35
41-47
61-68
72-76
79-89

L E G E N D

EXISTING		PROPOSED
56	LOT NUMBER	56
	BCSM TO BE SET BY AN R.L.S. (BY FINAL PLAT)	■
	CURB	
	BOUNDARY LINE	
	EDGE OF PAVEMENT	
	RIGHT-OF-WAY	
	LOT LINES	
	SIDEWALK	
	10' PUBLIC UTILITY EASEMENT (PUE)	
	1' NO ACCESS EASEMENT (NAE)	
6"S	SEWER w/MH (OR w/COLLAR)	
	DIRECTION OF FLOW	
	KEYNOTE	1
	SHEET INDEX	1
	DETAIL/SECTION CALLOUT	B
	DETAIL/SECTION SHEET No	2
	BACKWATER VALVES	37
6"W	NEW WATER LINE	W
	VALVE	⊗
	HYDRANT	
NP	NON-POTABLE WATER	NP
	STORM DRAIN	

RE ACCEPTED (REV 3)

TOWN OF MARANA UTILITY DIRECTOR	7-17-13 DATE
TOWN OF MARANA SUBDIVISION ENGINEER	7-16-13 DATE
For TOWN OF MARANA PLANNING DIRECTOR	7/16/13 DATE

⚠⚠REVISION ACCEPTED:

PIMA COUNTY WASTEWATER DEPARTMENT	11/20/06 DATE

ACCEPTED:

ORIGINAL SIGNED COVER SHEET COULD NOT BE LOCATED TOWN OF MARANA ENGINEER/ SUBDIVISION ENGINEER	P.E. DATE
ORIGINAL SIGNED COVER SHEET COULD NOT BE LOCATED TOWN OF MARANA PLANNING DEPARTMENT	DATE
PIMA COUNTY WASTEWATER MANAGEMENT DEPT	9/11/06 DATE
ORIGINAL SIGNED COVER SHEET COULD NOT BE LOCATED TETRA TECH, INC. ENGINEERS FOR MARANA	P.E. DATE

OWNER/DEVELOPER
SL WEST, LLC
3573 E. SUNRISE DRIVE, SUITE 233
TUCSON, ARIZONA 85718
ATTN: GREG ANDERSON
PHONE: (520) 299-9101

CONSTRUCTION AUTHORIZATION
ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
DATE 11-12-13 BY ASB

I HEREBY CERTIFY THAT THE AS-BUILT ANNOTATIONS PROVIDED ON THIS DRAWING WERE BASED ON AN AS-BUILT SURVEY CONDUCTED UNDER MY SUPERVISION AND ACCURATELY DEPICTS EXISTING FIELD CONDITIONS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE BASIS OF BEARING FOR THIS SUBDIVISION IS:
GRID NORTH, ARIZONA STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, AND REFERENCED TO FOUND MONUMENTATION SHOWN HEREON FOR THE WEST LINE OF THE NW 1/4 OF SECTION 22, SAID BEARING BEING N 00°25'32" W.

THE BASIS OF ELEVATION FOR THIS SUBDIVISION IS:
NGS PT. 171+82, FIRST ORDER, CLASS II VERTICAL CONTROL. ELEVATION BEING 1971.00 FT (NAVD 88)

A	PAVING AS-BUILTS	4-29-14							
B	SEWER AS-BUILTS	4-24-14							
C	FIELD REVISIONS	3-21-14							
D	PLAN RE-APPROVAL	1-24-13							
E	FIELD REVISIONS	7-31-06							
F	STORM DRAIN ENG REV	6-2-06							
G	PAVING AS-BUILTS	11-20-06							
REVISION		DATE							

EXPIRES 12/31/15

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

PO45606
PRV-04115F/8
AS BUILT
ENG0602-002
G-2005-146

PUBLIC PAVING AND PUBLIC SEWER PLAN
FOR
SAN LUCAS BLOCK 8
LOTS 1 THRU 90
and COMMON AREAS 'A', 'B', AND 'D'

PROJ NO. 7SLM1001	SCALE = AS SHOWN
DATE: 5/14/13	VERT = AS NOTED

1 OF 9

RECEIVED
OCT 10 2014
PLANNING & ENGINEERING
REVIEW RECEIVED

EXHIBIT A

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 2

To: Mayor and Council

Submitted For: Keith Brann, Town Engineer

From: Gus Myers, Engineering Technician

Date: December 16, 2014

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2014-123: Relating to Development; Accepting the Tiffany Loop Potable Water Line public improvements for maintenance (Keith Brann)

Discussion:

If approved, the proposed resolution will accept for Town maintenance the approximately 2600 linear feet of potable water line constructed in Tiffany Loop to serve the new Stotz Equipment (John Deere) store.

Financial Impact:

N/A

Staff Recommendation:

Staff recommends adoption of the resolution.

Suggested Motion:

I move to adopt Resolution 2014-123

Attachments: Resolution 2014-123
Tiffany Loop Waterline Exhibit

MARANA RESOLUTION NO. 2014-123

RELATING TO DEVELOPMENT; ACCEPTING THE TIFFANY LOOP POTABLE WATER LINE PUBLIC IMPROVEMENTS FOR MAINTENANCE

WHEREAS Tiffany Loop Potable Water Line is a 12" public water line located on the east side of Tiffany Loop, beginning at Station 10+00 and extending north to Station 36+00; and

WHEREAS Stotz Equipment has completed installation of the Tiffany Loop Potable Water Line public improvements acceptable to Town standards in accordance with the Private Improvement Agreement for the Tiffany Loop Potable Water Line; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, that the Town accepts the Tiffany Loop Potable Water Line for maintenance, consisting of approximately 3600 linear feet of 12" potable water line, associated valves and appurtenances, as set forth on the Town-approved plans whose cover page is attached as Exhibit A to this resolution, with an estimated value of $345,000.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of December, 2014.

Mayor Ed Honea

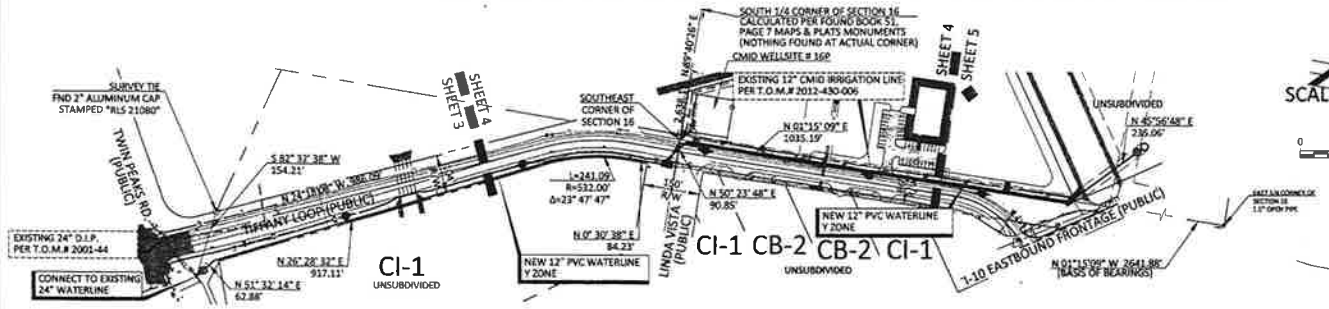
ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PUBLIC WATER PLAN for TIFFANY LOOP



SCALE: 1" = 150'

0 150' 300'



S.E. ¼ OF THE S.E. ¼ OF SECTION 16, T. 12 S., R. 12 E. AND N.W. ¼ OF THE N.W. ¼ OF SECTION 22, T. 12 S., R. 12 E., G.&S.R.M., PIMA COUNTY, ARIZONA

LOCATION MAP NORTH 1" = 1 MILE

GENERAL WATER PLAN NOTES AND SPECIFICATIONS

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS MONUMENTED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, T.12 S., R.12 E., G.&S.R.M., AS SHOWN ON THIS PLAN AND PARCEL 60 OF THE DEED RECORDED IN DKT. 12196 AT PAGE 335, RECORDS OF PIMA COUNTY, ARIZONA.
   THE BEARING OF SAID LINE IS N 01°15'09" W.
2. THE BASIS OF ELEVATIONS FOR THIS SURVEY IS PIMA COUNTY/CITY OF TUCSON GEODETIC CONTROL POINT "12S12E_NOS" DESCRIBED AS A 1/2" REBAR TAGGED "PC DOT GPS" NEAR THE SOUTHWEST CORNER OF SECTION 16 T.12 S., R.12 E., APPROXIMATELY 5200' WEST OF THE SUBJECT PARCEL. THE ELEVATION OF SAID BENCHMARK IS 2097.25', NAVD 88 DATUM.
3. THE RESPONSIBLE PARTY FOR FIRE SERVICE BILLING IS THE OWNER/DEVELOPER AS CALLED OUT ON THE PLAN.
4. PLAN ACCEPTANCE BY THE TOWN WATER DEPT. DOES NOT CONSTITUTE APPROVAL OF "PRIVATE PLUMBING". "PRIVATE PLUMBING" INCLUDES ALL BACK FLOW PROTECTION & PLUMBING FROM THE WATER METER TO THE PREMISE OR FIRE SERVICES BEYOND THE RIGHT-OF-WAY, PROPERTY OR EASEMENT LINES. CONTACT THE TOWN BUILDING OFFICIAL FOR "PRIVATE PLUMBING" REVIEW.
5. TUCSON WATER STANDARD DETAIL SD-105 "GENERAL CONTRACT NOTES," SHALL APPLY TO AND BECOME AN INTEGRAL PART OF THIS CONTRACT. ALL DESIGN STANDARDS, MATERIALS, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH TUCSON WATER STANDARD SPECIFICATIONS AND DETAILS, LATEST EDITION, UNLESS MODIFIED HEREIN.
6. ANY WORK INCLUDING EXCAVATION AND/OR TRENCHING SHALL CONFORM TO ALL OSHA STANDARDS.
7. UNDER NO CIRCUMSTANCES IS CONTRACTOR TO OPERATE A VALVE, TURN ON A PUMP, OR MAKE ANY CHANGES TO THE OPERATING CONDITION OF THE TOWN OF MARANA WATER DEPARTMENT'S DISTRIBUTION SYSTEM WITHOUT THE CONSENT OF A TOWN OF MARANA WATER DEPARTMENT REPRESENTATIVE.
8. ANY WORK THAT TAKES PLACE IN THE TOWN RIGHT-OF-WAY WILL REQUIRE A TOWN OF MARANA RIGHT-OF-WAY USE PERMIT. THIS INCLUDES EQUIPMENT PARKED IN THE RIGHT-OF-WAY WHEN THE WORK IS TAKING PLACE ELSEWHERE. PLEASE CONTACT THE TOWN OF MARANA DEVELOPMENT SERVICES CENTER AT (520) 297-2920.
9. ANY WORK THAT INVOLVES ANY TYPE OF FLUSHING ACTIVITY WILL REQUIRE AN ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES) AUTHORIZATION TO DISCHARGE PERMIT. CONTACT ADEQ @ (800) 234-5677 OR BY INTERNET AT http://www.adeq.state.az.us/ FOR THE PERMIT APPLICATION FORM AND INSTRUCTIONS.
10. THE CONTRACTOR SHALL SUPPLY ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES. ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
12. THE CONTRACTOR SHALL FURNISH, HAUL AND SUPPLY ALL CONSTRUCTION WATER. THIS INCLUDES WATER REQUIRED FOR COMPACTION, DUST CONTROL, FILLING, DISINFECTION AND FLUSHING. PLEASE OBTAIN INFORMATION AND METER (BACKFLOW IF REQUIRED) FROM THE TOWN OF MARANA WATER COMPANY.
13. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/DEVELOPER'S ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
14. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN COMPLIANCE WITH PIMA COUNTY/CITY OF TUCSON STANDARD SPECIFICATIONS AND STANDARD DETAILS FOR PUBLIC IMPROVEMENTS (PC/COT SSPI), LATEST EDITION. THESE MAY BE MODIFIED AND/OR SUPPLEMENTED BY THE REQUIREMENTS OF THESE PLANS.
15. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.

CALL FOR FREE LOCATION 1-800-782-5348

GENERAL WATER PLAN NOTES AND SPECIFICATIONS CONT.

16. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
17. A COPY OF THIS PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
18. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE OWNER/DEVELOPER'S ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE WATER COMPANY ENGINEER AND CMID.
19. DRAINAGE STRUCTURE CROSSINGS SHALL BE PER TUCSON WATER STANDARD DETAIL SD-W-107 AND COMPLY WITH THE FOLLOWING REQUIREMENTS:
    a. DUCTILE IRON IS REQUIRED UNDER ALL CROSSINGS;
    b. JOINTS OR FITTINGS ARE NOT ALLOWED UNDER ANY TYPE OF DRAINAGE STRUCTURE. WHERE THIS CANNOT BE ACCOMPLISHED A STEEL CASING WILL BE REQUIRED PER TUCSON WATER STANDARD DETAIL SD-800.
20. UTILITY LOCATIONS, AS SHOWN ON THE PLANS, WERE COMPILED AND ARE PRESENTED BASED UPON PRELIMINARY INFORMATION AVAILABLE TO CYPRESS CIVIL DEVELOPMENT. UTILITY LOCATIONS AS SHOWN ARE NOT INTENDED TO BE EXACT OR COMPLETE AND CYPRESS CIVIL DEVELOPMENT DOES NOT ACCEPT LIABILITY OR RESPONSIBILITY FOR ANY INACCURACIES IN THE UTILITY LOCATIONS OR ANY UTILITY RELOCATIONS THAT MAY BE NECESSARY. PRIOR TO EXCAVATION, ARIZONA STATUTES REQUIRE THAT ANYONE WHO INTENDS TO EXCAVATE MUST PROVIDE TWO FULL WORKING DAYS NOTICE TO THE OWNERS OF ALL UTILITIES WITHIN THE PROJECT AREA. EXCAVATORS SHOULD CONTACT "ARIZONA BLUE STAKE" @ 1-800-782-5348 TWO (2) FULL WORKING DAYS PRIOR TO EXCAVATION. SATURDAYS, SUNDAYS, AND STATE HOLIDAYS ARE NOT CONSIDERED WORKING DAYS. ALSO BE ADVISED THAT THERE MAY BE OTHER UTILITIES IN THE PROJECT AREA THAT ARE NOT MEMBERS OF "ARIZONA BLUE STAKE". THE CONTRACTOR IS RESPONSIBLE TO POTHOLE ALL UTILITIES (SHOWN OR NOT SHOWN ON THE PLANS) MARKED BY BLUE STAKE PRIOR TO COMMENCING CONSTRUCTION OPERATIONS.
21. THE WATER PROVIDER FOR THIS PROJECT IS THE TOWN OF MARANA PUBLIC WATER DEPARTMENT.
22. PER TUCSON WATER STD. DTL. 107, A VERTICAL CLEARANCE OF 60" SHOULD BE MAINTAINED WHERE THE WATER LINE CROSSES ANY WASHES.
23. ALL PROPOSED UTILITIES CROSSING CORTARO-MARANA IRRIGATION DISTRICT (CMID) EASEMENT/FACILITIES WILL REQUIRE A PERMIT AND USE LICENSE AGREEMENT. THESE UTILITIES ARE TO BE INSTALLED WITH A MINIMUM OF 24 INCHES OF SEPARATION BELOW ANY DISTRICT INFRASTRUCTURE.
24. RELOCATION AND PROTECTION OF DISTRICT (CMID) PROPERTIES SHALL BE DONE AT NO EXPENSE TO THE DISTRICT.
25. CMID PROPERTIES, EASEMENTS OR R/W'S SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTION FOR THIS PROJECT. ELEVATIONS MUST BE MAINTAINED AT ALL TIMES UNLESS APPROVAL IS RECEIVED FROM THE BOARD OF DIRECTORS AND MANAGEMENT.
26. ENGINEERING AND CONSTRUCTION OF THIS PROJECT MUST ENSURE CURRENT AND FUTURE ACCESS TO ALL CMID PROPERTY, EASEMENTS AND INFRASTRUCTURE WITHIN THE PROJECT.
27. A DISTRICT CONSTRUCTION PERMIT AND USE LICENSE AGREEMENT, IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITY OR DISTURBANCE WITHIN DISTRICT PROPERTIES, EASEMENTS OR RIGHT OF WAYS. A DISTRICT CONSTRUCTION PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES AND OR GOVERNMENT AGENCIES.

GENERAL WATER PLAN NOTES AND SPECIFICATIONS CONT.

28. COMPACTION IN ALL AREAS SHALL BE TO A MINIMUM OF 95% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99/ASTM D698A UNLESS OTHERWISE SPECIFIED. ALL TESTING SHALL BE DONE AT THE OWNER'S EXPENSE
29. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, IT'S SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
30. CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. CALL BLUE STAKE (1-800-782-5348) TWO FULL WORKING DAYS PRIOR TO EXCAVATION.
31. CONTRACTOR SHALL REFER TO STORM WATER POLLUTION PREVENTION PLANS TO CONTROL SEDIMENT POLLUTION PRIOR TO CONSTRUCTION.
32. DRAINAGE SHALL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
33. IF ANY HUMAN REMAINS OR FUNERARY ITEMS ARE DISCOVERED DURING CONSTRUCTION, OR AT ANYTIME, ALL WORK MUST STOP IN THE AREA OF THE REMAINS AND THE REPATRIATION COORDINATOR OF THE ARIZONA STATE MUSEUM SHALL BE IMMEDIATELY CONTACTED AT (520) 621-4795, PURSUANT TO A.R.S. 41-865

FIRE CODE GENERAL NOTES

1. THE FIRE FLOW REQUIRED FOR THIS PROJECT IS 1,750 GPM FOR A 2 HOUR DURATION.

MATERIALS LIST

ITEM	QUANTITY	DESCRIPTION
FIRE HYDRANT	FIVE (5)	PER TW-SD 500
WATER PIPE	2190 FEET	POLYVINYL CHLORIDE PIPE (PVC), CLASS 305
WATER PIPE	477 FEET	DUCTILE IRON PIPE, CLASS 50
RIP-RAP REPLACEMENT	344 SF	PER PC/COT STANDARDS AND SPECS.
CONCRETE	307 SF	PER PC/COT STANDARDS AND SPECS.
SERVICE METER	ONE (1)	PER TW-SD 309

LEGEND

2321	EXISTING CONTOUR	C	EXISTING COMMUNICATION PEDESTAL
	EXISTING PAVEMENT EDGE	T	EXISTING TELEPHONE MANHOLE
	EXISTING CURB	T	EXISTING TELEPHONE PEDESTAL
	EXISTING CONCRETE	FO	EXISTING FIBER-OPTIC MARKER
	EXISTING EASEMENT	V	EXISTING TRANSFORMER
	RIGHT-OF-WAY	E	EXISTING ELECTRIC PULLBOX
	OTHER PARCEL LINE	L	EXISTING LIGHT PULLBOX
	ROADWAY CENTERLINE	U	EXISTING UNKNOWN UTILITY
W W W	EXISTING IRRIGATION MAIN	W	EXISTING WATER METER
E E E	EXISTING UNDERGROUND ELECTRIC	BF	EXISTING BACKFLOW PREVENTER
	EXISTING STORMDRAIN	SD	EXISTING STORMDRAIN MANHOLE
	EXISTING FENCE		EXISTING WATER VALVE
C C C	EXISTING COMMUNICATION LINE		NEW WATER METER
OHE OHE	EXISTING OVERHEAD ELECTRIC		NEW 12" WATER MAIN
G G G	EXISTING GAS LINE		NEW FIRE HYDRANT WITH VALVE
	EXISTING SIGN		FOUND SURVEY MONUMENTATION
	EXISTING POWER POLE		STEEL CASING (NEW SLEEVE)
	EXISTING LIGHT		MATERIAL TO BE REPLACED
	EXISTING SLEEVE		DUCTILE IRON PIPE

INSPECTOR'S COPY

AS-BUILT DRAWING PER WESTLAND RESOURCES, INC.

SHEET INDEX

1. COVER SHEET
2. T.O.M. GENERAL NOTES AND STANDARD DETAILS
3. PLAN AND PROFILE
4. PLAN AND PROFILE
5. PLAN AND PROFILE

ENG1312-007

ACCEPTANCE BLOCK

TOWN ENGINEER/DEVELOPMENT MANAGER — 4/7/2014 DATE

NORTHWEST FIRE/RESCUE DISTRICT — 3/28/2014 DATE

TOWN OF MARANA UTILITIES DEPARTMENT — 5-9-14 DATE

WESTLAND RESOURCES (T.O.M. UTILITY DEPARTMENT CONTRACT REVIEW CONSULTANT) — 3/28/2014 DATE

DATE: 03/26/2014	STREET: TIFFANY LOOP/I-10 FRONTAGE	OWNER/DEVELOPER
SCALE: SEE PLAN		
C.I.: 1 FOOT		

LOCATED IN THE S.E. 1/4 OF SECTION 16, T. 12 S., R. 12 E., AND THE N.W. 1/4 OF SECTION 22, T. 12 S., R. 12 E., G. &S.R.M., PIMA COUNTY, ARIZONA

PUBLIC WATER PLAN for TIFFANY LOOP
cover sheet

CYPRESS PROJECT NO: 13.042

CYPRESS CIVIL DEVELOPMENT
2302 north country club road suite #3 tucson, arizona 85716 p: 520.881.5213 e: kmhall@cypresscivil.com

NO.	DATE	REVISION	BY
1	8/21/14	AS-BUILT DRAWING	GGF

1 of 5

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Marana Council Meeting 12/16/2014

EXHIBIT A

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 3

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: December 16, 2014

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2014-124: Relating to the Police Department; approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2014 Operation Stonegarden Grant Program (Lisa Shafer)

Discussion:

The Town of Marana has been selected to participate in Operation Stonegarden activities in southern Arizona. Operation Stonegarden is a federally funded program originating with the 2006 Emergency Supplemental Appropriations Act for Defense, the Global War on Terror and Hurricane Recovery. Funding was renewed for the current fiscal year, providing the Town of Marana an opportunity to participate and receive funding for the sixth straight year. The program provides states the flexibility to use Department of Homeland Security grant funding to enhance coordination among state and federal law enforcement agencies at and near the U.S./Mexico border. The program requires states to identify and prioritize solutions to their border security needs and provides funding to state and local agencies to implement the state's individual goals and objectives.

For 2014-2015, the Town was awarded $165,377 under a subgrantee agreement with the Arizona Department of Homeland Security to support Operation Stonegarden. Funding will be used to augment and support Border Patrol coverage of egress from the border areas with state, local and tribal police agencies. Through participation in this operation, Marana will use its authority to control the routes and reduce the propensity for cross-border crime in the area. Patrols will concentrate on the 109 miles of arterial roadways serving as regional east-west connectors between State Route 77 and I-10 and the more than 57 miles of rural, mostly two-lane roads paralleling I-10 to the west.

The Marana Police Department's primary goals are to: (1) reduce crime in border communities to

improve the quality of life; (2) deter illegal entries through teamwork with other local and federal agencies; (3) assist in apprehending terrorists and terrorist weapons illegally entering the United States; and (4) coordinate operations with the Pima County Sheriff's Department and U.S. Border Patrol (USBP) Tucson Sector. Marana, in cooperation with the Pima County Sheriff and U.S. Border Patrol, will deploy officers along prime roadways prone to invoke illegal activity and national security concerns.

Because Marana sits 60 miles from the Mexican Border and hosts segments of rural transportation routes traditionally used to smuggle undocumented workers and drugs up from Mexico, three specific areas will be targeted for Stonegarden activities:

Area one: Sandario road from Emigh to Avra Valley.
Area two: Silverbell/Twin Peaks Corridor.
Area three: Discretionary area to provide flexibility to the Chief of Patrol, USBP.

To support this initiative Marana will deploy uniformed officers, a canine officer, and a supervisor with supporting staffing from dispatch. These deployments will be conducted in coordination with partnering agencies. Deployment dates will coincide with Operation COBIJA, Operation Knight Hunter, "surge" dates identified by HIDTA, United States Border Patrol, ICE, and internal/external intelligence information and trends. If contact and/or interaction are made with certain "persons of interest," notification will be made to the Office of Customs and Border Protection, U.S. Border Patrol or the appropriate agency. Deployments will be based on specific threats which can be targeted and countered and shifts in illegal traffic patterns due to increased enforcement actions.

These activities will be coordinated through the USBP. Marana will identify these shift times and locations and address them accordingly. As an active participant in regional planning, emergency operations, and homeland security initiatives, the Marana Police Department has been impacted by increased contacts with illegal entrants and human and narcotics smugglers migrating through the community as focused enforcement has caused a deviated travel pattern from the US Mexican Border along the I-10 corridor.

Financial Impact:

Fiscal Year:	2015
Budgeted Y/N:	Y
Amount:	$165,377

Funding has been awarded to support overtime and mileage reimbursement ($165,377). There is no match requirement from the Town for the funding.

Staff Recommendation:

Staff recommends approval of the Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2014 Operation Stonegarden Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2014-124 approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2014 Operation Stonegarden Grant Program.

Attachments: Resolution 2014-124
Exhibit A Subgrantee Agreement

MARANA RESOLUTION NO. 2014-124

RELATING TO THE POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A SUBGRANTEE AGREEMENT WITH THE ARIZONA DEPARTMENT OF HOMELAND SECURITY FOR PURPOSES OF RECEIVING FUNDS UNDER THE 2014 OPERATION STONEGARDEN GRANT PROGRAM.

WHEREAS the Town of Marana recognizes its duty to protect its citizens concerning matters involving Homeland and Border Security; and

WHEREAS the Marana Police Department is working with the Arizona Department of Homeland Security, United States Border Patrol, and other community agencies as a regional partner in the Operation Stonegarden Program; and

WHEREAS the Arizona Department of Homeland Security has awarded grant funding to the Town for the provision of overtime pay for services provided in coordination with the Operation Stonegarden Program; and

WHEREAS the Town Council finds that it is in the best interests of the community to enter into a Subgrantee Agreement with the Arizona Department of Homeland Security to be eligible to receive funds related to the Operation Stonegarden Program.

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

SECTION 1. Subgrantee Agreement 14-AZDOHS-OPSG-140419-01 between the Arizona Department of Homeland Security and the Town of Marana, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Town Manager is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of December, 2014.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

SUBGRANTEE AGREEMENT
Operation Stonegarden Grant Program – Overtime

14-AZDOHS-OPSG-140419-01

Enter Subgrantee Agreement Number above (e.g., 140xxx-xx)

Between

The Arizona Department of Homeland Security
And
Town of Marana

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

Town of Marana

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **December 1, 2014** and shall terminate on **December 31, 2015**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled **"OPSG Overtime"** and funded at **$ 165,377.00** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall:

a) Provide up to **$ 165,377.00** to the subrecipient for services provided under Paragraph III.

Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at *www.azdohs.gov*. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of

work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than $500,000 from Federal awards. If the subrecipient has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.

b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at *www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html*

b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at *www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html*.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at *www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.*

c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin *www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf* . U.S. Department of Homeland Security Authorized Equipment List (AEL), at *www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.*

d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at *http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html.*

f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq*.). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website *http://www.dol.gov/compliance/laws/comp-dbra.htm*.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)
The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation
The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers
Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will

not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors
The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs
All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *www.gao.az.gov*.

Procurement
The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, *www.azdohs.gov/grants/*.

Training and Exercise
The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement
The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30)

days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify
Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).

b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control
Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.

b) Nonexpendable Property and Capital Assets:

1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at *www.azdohs.gov/Grants/*. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

1. A control system must be developed to ensure adequate safeguards to prevent loss,

damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

2. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at *www.azdohs.gov/Grants/*.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
b) The subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports
The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS.

The subrecipient shall use the Quarterly Programmatic Report form, which is posted at *www.azdohs.gov/Grants/*. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)

c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

   a. In case of equipment disposition:
   The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at *www.azdohs.gov/Grants/*.

f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc…or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings,

pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

   The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001
All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000
All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procures a commercial sex act during the period of time that the award is in effect; or

3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement
All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits
State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf
and
http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances **–** Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.

- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.

- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited* and additional resources on *http://www.lep.gov*.

Article Z - SAFECOM
Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to

the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements

b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**

d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Director of Community Development & Neighborhood Services, Lisa Shafer
Enter Title, First & Last Name above
Town of Marana
Enter Agency Name above
11555 W. Civic Center Drive
Enter Street Address
Marana, AZ 85653
Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Town of Marana
Enter Agency Name above

Authorized Signature above

Gilbert Davidson, Town Manager
Print Name & Title above

12/16/2014
Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 4

To: Mayor and Council

Submitted For: Gilbert Davidson, Town Manager

From: Anthony Hunter, Management Assistant

Date: December 16, 2014

Strategic Plan Focus Area:
Commerce, Community, Heritage, Recreation, Progress & Innovation

Strategic Plan Focus Area Additional Info:
The 2015 Legislative Program addresses components of each of the five Strategic Plan focus areas, and seeks progress on the core initiatives expressed in the plan.

Subject: Resolution No. 2014-125: Relating to Intergovernmental Relations; adopting a 2015 Town of Marana legislative program and authorizing those engaged to lobby on behalf of the Town of Marana to represent and pursue it (Gilbert Davidson)

Discussion:

Each year in order to prepare for the State of Arizona legislative session, the Town of Marana adopts a legislative program which outlines the Town's strategic objectives and provides direction to the Town's lobbyists. The proposed legislative program for 2015 contains many of the same initiatives as in years past, including protecting state shared revenues and maintaining local control. Additionally, the proposed program incorporates state land use initiatives as a core priority.

Staff Recommendation:

Staff recommends adoption of this resolution.

Suggested Motion:

I move to adopt Resolution No. 2014-125, adopting a 2015 Town of Marana legislative program and authorizing and directing those engaged to lobby on behalf of the Town of Marana to represent and pursue it.

Attachments: Resolution 2014-125

MARANA RESOLUTION NO. 2014-125

RELATING TO INTERGOVERNMENTAL RELATIONS; ADOPTING A 2015 TOWN OF MARANA LEGISLATIVE PROGRAM AND AUTHORIZING AND DIRECTING THOSE AUTHORIZED TO LOBBY ON BEHALF OF THE TOWN OF MARANA TO REPRESENT AND PURSUE IT

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

SECTION 1. Those persons authorized by the Town of Marana to lobby on its behalf and registered as such with the Secretary of the State of Arizona pursuant to Arizona Revised Statutes § 41-1231 *et seq.* (the "Town Lobbyists") are hereby authorized and directed, subject to the continuing supervision of the Town Manager and the Town Council, to represent and pursue the legislative, executive and intergovernmental interests of the Town of Marana by supporting legislation that embodies any of the following basic principles:

A. Protects state-shared revenues that fund essential services and strengthen local economies.

B. Maintains local control while seeking partnership between municipalities and the State.

C. Empowers the Town of Marana with sufficient flexibility to address an expanding and changing variety of local needs and conditions.

D. Establishes appropriate means to adequately compensate the Town for the costs of complying with state-mandated requirements.

E. Provides the Town with the means to cope with unfunded mandates, cost increases, population growth and escalating service requirements.

F. Enables the Town to provide public services in a more responsive, efficient and cost-effective manner.

G. Ensures that the Town has the ability to provide, manage or operate critical infrastructure necessary to promote or maintain the health and safety of residents, preserve and direct land use and ensure the future sustainability of the community.

SECTION 2. In addition to those basic principles set forth in Section 1 of this resolution, the Town Lobbyists are authorized and directed to pursue the following specific objectives:

A. Support the maintenance and/or restoration of existing sources of transportation funding for municipalities, including the Highway User Revenue Fund (HURF) and Local Transportation Assistance Fund (LTAF) I and II.

B. Support the maintenance, restoration and/or expansion of existing economic development programs and funding and the creation of new programs and tools to support local economic development.

C. Support efforts to preserve access to water for municipal governments, including continuation of statutory responsibility to develop and manage water resources in order to provide existing and future residents with appropriate levels of service.

D. Support legislation that simplifies Arizona's tax codes while protecting the Town's state-shared revenue allocations and other tax revenue sources.

E. Support efforts that develop mutually beneficial solutions to state land use issues, including expedited land acquisition processes and timely resolutions to issues regarding protected land.

SECTION 3. Legislation that is inconsistent with any of the basic principles or objectives set forth in Sections 1 and 2 above should be opposed or appropriate amendments pursued.

SECTION 4. The Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations and objectives of this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 16th day of December, 2014.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 5

To: Mayor and Council

From: Brian Varney, Planner II

Date: December 16, 2014

Strategic Plan Focus Area:
Community, Recreation

Subject: Resolution No. 2014-126: Relating to Boards, Commissions and Committees; appointing Raymond Copenhaver as the Town of Marana citizen representative to the Tucson - Pima County Bicycle Advisory Committee (Brian Varney)

Discussion:

The Town of Marana is a member of the Tucson - Pima County Bicycle Advisory Committee (TPCBAC), a regional committee comprised of appointed representatives from each jurisdiction within the Pima County Region. The TPCBAC serves in an advisory capacity to local governments advising on matters relating to bicycle recreation, transportation, and safety.

The Town's former citizen representative has recently resigned, as his family is relocating to the northwestern United States. Continental Ranch resident, Raymond Copenhaver, has expressed his enthusiasm and submitted a letter of interest in representing the Town on the TPCBAC. Raymond has lived in northwest Tucson / Marana his entire life. He has been an active cyclist for many years, and is a dedicated advocate for the improvement of the bicycle riding environment in the Town of Marana as well as the region. Raymond has been involved with the TPCBAC for the past two years, and is a member of the Greater Arizona Bicycling Association (GABA). A letter of interest from Raymond has been attached to this report.

Staff Recommendation:

Staff recommends the appointment of Raymond Copenhaver as the Town of Marana citizen representative to the Tucson - Pima County Bicycle Advisory Committee.

Suggested Motion:

I move to adopt Resolution No. 2014-126 appointing Raymond Copenhaver as the Town of Marana citizen representative to the Tucson - Pima County Bicycle Advisory Committee with a term expiring December 16, 2018.

Attachments: Resolution 2014-126
Copenhaver Bio

MARANA RESOLUTION NO. 2014-126

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; APPOINTING RAYMOND COPENHAVER AS THE TOWN OF MARANA CITIZEN REPRESENTATIVE TO THE TUCSON - PIMA COUNTY BICYCLE ADVISORY COMMITTEE

WHEREAS the Tucson - Pima County Bicycle Advisory Committee (TPCBAC) was established to serve in an advisory capacity to local governments on issues relating to bicycle recreation, transportation, and safety; and

WHEREAS the Town of Marana is a member of the Tucson – Pima County Bicycle Advisory Committee; and

WHEREAS the position of the Town of Marana citizen representative on the Tucson-Pima County Bicycle Advisory Committee is vacant and the Town Council wishes to appoint a citizen representative to this committee; and

WHEREAS the Mayor and Council find that the appointment addressed by this resolution is in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Raymond Copenhaver is hereby appointed as the Town of Marana citizen representative to the Tucson – Pima County Bicycle Advisory Committee with a term expiring December 16, 2018.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of December, 2014.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Tucson-Pima County Bicycle Advisory Committee Position:

This letter is a formal submission of my interest in filling the position as the Marana's citizen representative on the Tucson- Pima County Bicycle Advisory Committee.

My name is Raymond Copenhaver and my wife and I live in Continental Ranch's Richmond Estates. I have lived in northwest Tucson/Marana all of my life and most of my immediate family still live in the Marana area. I attended Marana schools through high school.

I am and have been a very active bike rider for many years and currently use many of the bike routes and paths in the area almost on a daily basis. I try to commute to and from my work at least 4 days a week. I have been an active Pima County TPCBAC representative and a member of the TPCBAC Facilities Committee for the past two (2) years and a member of GABA (Greater Arizona Bike Association). I am strong advocate for improving the riding environment in Marana and Pima County.

If the Marana Town Council would like to have involved, proactive candidate for the citizen representative to the TPCBAC, then I believe that my past experience and current involvement in the biking community would make me a strong and informed bike advocate for the town of Marana. .

Sincerely, Raymond Copenhaver

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 1

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: December 16, 2014

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2014-127: Relating to Boards, Commissions and Committees; making appointments to the Town of Marana Personnel Action Review Board (Jocelyn C. Bronson)

Discussion:

On November 25, 2014, the Council Committee For Personnel Action Review Board Appointments met to consider applications for two vacancies on the Marana Personnel Action Review Board. The Committee reviewed and discussed the applications for the vacancies. The applicants were Mac Friedlander, Bret Summers, Connie Steinman, Don Duncan, and Angelina Grandison.

After reviewing the applications, the Committee is recommending that Don Duncan and Connie Steinman be appointed to the Marana Personnel Action Review Board. The two appointments are replacements for Board members who resigned during their terms; thus, the new members will finish the terms of the resigning Board members. One candidate must be appointed to serve through August 18, 2015, and one must be appointed to serve through August 18, 2017.

At tonight's meeting, the Town Council may do one or more of the following:

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose.
2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2014-127, appointing _____ to the PARB with a term expiring August 18, 2015, and appointing _____ to the PARB with a term expiring August 18, 2017.

Attachments: Resolution 2014-127
Friedlander application
Duncan application
Steinman application
Summer application
Grandison application

MARANA RESOLUTION NO. 2014-127

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; MAKING APPOINTMENTS TO THE TOWN OF MARANA PERSONNEL ACTION REVIEW BOARD

WHEREAS Chapter 5 of the Town of Marana Personnel Policies and Procedures establishes the Personnel Action Review Board (PARB) and sets forth the requirements for the appointment of members by the Town Council and the terms of the PARB members; and

WHEREAS two members of the PARB have recently resigned from the board, one with a term that expires on August 18, 2015, and one with a term that expires on August 18, 2017; and

WHEREAS on November 18, 2014, the Town Council adopted Resolution No. 2014-119, modifying the procedures for appointments to the Town of Marana Personnel Action Review Board by establishing a Council Committee for Personnel Action Review Board Appointments, and authorizing the Committee to receive and review applications and interview prospective PARB members and to make recommendations relating to the applicants to the full Town Council for consideration and possible action; and

WHEREAS the Council Committee for Personnel Action Review Board Appointments has reviewed the applications for the vacancies on the PARB and has made its recommendation to the full Council; and

WHEREAS the Mayor and Council desire to fill the existing vacancies and find that the appointments addressed by this resolution are in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that _____ is appointed as a member of the PARB with a term expiring August 18, 2015, and _____ is appointed as a member of the PARB with a term expiring August 18, 2017.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of December, 2014.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Commission or Board Member Application

Commission or Board Application

Please check the appropriate box:
This application is for the *

[ ] Board of Adjustment
[ ] Citizens' Forum
[ ] Planning Commission
[ ] Public Safety Personnel Retirement System
[X] Personnel Action Review Board
[ ] Marana Municipal Property Corporation

PLANNING COMMISSION The Marana Planning Commission is a 7-member advisory body appointed by the Marana Town Council which makes recommendations to the Council on matters relating to zoning and land development, including the Marana General Plan (Marana's future vision for development) and applications for approval of rezoning cases, subdivision plats, development plans, and conditional uses. Scheduled meetings: 6:30 p.m. on the fourth Wednesday of each month in the Council Chambers.

BOARD OF ADJUSTMENT The Marana Board of Adjustment is a 7-member quasi-judicial body of citizens whose main functions are (1) to hear and decide citizen appeals from the Zoning Administrator's interpretations of the Marana zoning regulations; and (2) to consider citizen requests for variances from Marana zoning regulations. Scheduled meetings: 2:00 p.m. on the second Tuesday of each month in the Council Chambers.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM Responsibilities include attending Board meetings which occur according to need, but a minimum of two per year. Members make decisions on employee participation in the retirement system as well as approve retirements – normal as well as disability retirements. Meetings generally are held in the afternoon.

MARANA CITIZENS' FORUM The Marana Citizens' Forum was established as an alternative to citizen advisory commissions to provide a timely and effective means for discussing current and relevant issues which can result in recommendations to Council for policy or procedural changes. Forum delegates are appointed for two-year terms. At-large delegates are recruited when vacancies occur. Each Forum session, comprised of four meetings, meets twice annually.

PERSONNEL ACTION REVIEW BOARD This 5-member board was created to hear employee appeals of disciplinary action to terminate, reduce in pay, demote or suspend an employee without pay for more than 40 hours in a rolling 12-month period. Interested applicants should have some background in employee relations. Terms are 4 years.

MARANA MUNICIPAL PROPERTY CORPORATION The Marana Municipal Property Corporation was created to provide a vehicle through which the Town could finance the cost of acquiring, constructing, reconstructing or improving building, equipment and other real and personal properties suitable for use by and for leasing to the Town of Marana. The board consists of 2 Council Members and 3 citizen members who reside within the town limits. The board meets on as as-needed basis. Terms are for 4 years.

APPLICANTS MUST BE ABLE TO COMMIT TO PREPARE FOR AND ATTEND SCHEDULED MEETINGS

This application must be accompanied by a resume and any supporting document you believe might be relevant to the Council making a determination as to the appropriateness of the candidate. The Town will use this information when considering appointments. ***Please note that the Town's policy is not to share personal contact information when requested by private of public entities. However, this application is a public document and may be subject to the public disclosure if requested under the Arizona Public Records Law.***

Please upload your resume here.	Please upload any other document here.
[ ]	[ ]
Convert to PDF?[ ]	Convert to PDF?[ ]
(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)	(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)
First Name*	Mac
Last Name*	Friedlander
Email Address*	[redacted]
Mailing Address*	[redacted]
Street Address*	[redacted]
City	Marana
State	Arizona
Zip*	85658
How many years have you lived at this address?*	1.5
How many years have you lived in Marana?*	1.5

Phone (Day)*	[redacted]
Phone (Cell or Home)*	[redacted]
Occupation*	Retired Corporate Executive
Employer*	Various
What is your vision for the Town?*	A great town that has to prepare for a large increase in population due to great weather, affordable housing, and excellent school system.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?*	Controlled expansion via tight zoning and building code. Securing enough water to take care of the increase in population. The City will have to increase the infrastructure to take care of this added requirement for services. Increase in number of Marana employees will mean more employment issues to deal with.
What do you see as the Town's best asset to bring visitors and new residents to the Town?*	Great housing options, weather, available retail shopping options and close proximity to Tucson.
Please explain your professional background.*	Thirty years of corporate executive management in both retailing and the hospitality industry. Profit and loss responsibility for a corporate subsidiary generating in excess of $23 million sales by 400 employees.
Describe your experience in working with a Council-Appointed Board or Commission.*	Heavily involved with personnel issues as a Division Manager for a US corporation operating in the US Virgin Islands. Had many opportunities to be involved in personnel issues while serving as and elected Common Council member in Angola Indiana (8 years)
Describe a time when you had to stand firm and make a tough or unpopular decision.*	Received an anonymous tip that a corporate head of one of my companies was importing narcotics for his personal use along with our liquor shipments from Europe. Confirmed validity by hiring an outside detective agency but was in compromising position as this employee was a long time and close personal friend of my immediate boss. Solved problem by going to the President of company with the reports and facts. I stated that he should be fired based upon the sworn depositions and undercover detectives reports. He agreed and decided that he personally would handle the termination.
If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.*	Very objective in my decision making process. Versed in employment laws in CA, IN, & Virgin Islands. Feel that AZ probably mirrors the FSLA - US Department of Labor regulations.as many states do,

REFERENCES. List two people who know about your qualifications and interest.

Name*	Jon Johnson
Address*	[redacted]
Relationship*	Friend 20+ years
Day Phone*	[redacted]
Name*	Tim Crooks
Address*	[redacted]
Relationship*	Friend 20+ years
Day Phone*	[redacted]

IMPORTANT LEGAL INFORMATION AND REQUIREMENTS FOR BOARD AND COMMISSION MEMBERS

Anyone appointed to a Commission or Board by the Town Council is a “Public Official” per Arizona law and is obligated to adhere to related standards of conduct and ethics. In particular, the Town of Marana needs to be aware of any actual or potential conflict of interest that could occur if you are appointed to the Planning Commission or Board of Adjustment or Public Safety Personnel Retirement System

List any financial or ownership interest you have or a relative has that will create a conflict of interest for you. This includes anything that you or a relative own or have a substantial financial stake in. There are several kinds of remote interests that do not create a conflict of interest and do not need to be included. For example, it is not a conflict of interest to participate in a decision about a corporation you or a relative own stock in, as long as you and/or your relatives own less than 3% of the shares of the corporation and get less than 5% of your and/or your relative’s total annual income from it. It is also generally not a conflict of interest to participate in decisions about nonprofit corporations you volunteer for, a government entity you or a relative work for, your tenant or landlord, or a class of people that includes you. A relative includes your spouse, child, parent, grandparent, sibling, their spouses, and your spouse’s parent, sibling or child. If you have questions about whether you or a relative have a financial or ownership interest that should be listed, please contact the Town Clerk or the Town Attorney.

Name of Business

Person with Interest		
Type of Interest		
Additional Information		
Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	[X] No	[ ] Yes
If yes, explain:	VIPS Volunteer with Police Department	
Are you, a relative, or any member of your household an employee of the Town of Marana?*	[ ] No	[X] Yes
If yes, explain:	VIPS Volunteer with the Marana Police Department	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.	None	

I affirm that all of the information contained in this application is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration. I also agree to abide by the Town's Code of Conduct and notify the Marana Town Clerk of any changes to this information.

Electronic Signature*	Mac W Friedlander
Date*	11-8-2014

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.marana.com/Admin/FormHistory.aspx?SID=14866

The following form was submitted via your website: Commission or Board Member Application

Please check the appropriate box:
This application is for the : Personnel Action Review Board

Please upload your resume here.: No file was uploaded

Please upload any other document here.: No file was uploaded

First Name: Mac

Last Name: Friedlander

Email Address: [redacted]

Mailing Address: [redacted]

Street Address: [redacted]

City: Marana

State: Arizona

Zip: 85658

How many years have you lived at this address?: 1.5

How many years have you lived in Marana?: 1.5

Phone (Day): [redacted]

Phone (Cell or Home): [redacted]

Occupation: Retired Corporate Executive

Employer: Various

What is your vision for the Town?: A great town that has to prepare for a large increase in population due to great weather, affordable housing, and excellent school system.

What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?: Controlled expansion via tight zoning and building code. Securing enough water to take care of the increase in population. The City will have to increase the infrastructure to take care of this added requirement for services. Increase in number of Marana employees will mean more employment issues to deal with.

What do you see as the Town's best asset to bring visitors and new residents to the Town?: Great housing options, weather, available retail shopping options and close proximity to Tucson.

Please explain your professional background.: Thirty years of corporate executive management in both retailing and the hospitality industry. Profit and loss responsibility for a corporate subsidiary generating in excess of $23 million sales by 400 employees.

Describe your experience in working with a Council-Appointed Board or Commission.: Heavily involved with personnel issues as a Division Manager for a US corporation operating in the US Virgin Islands. Had many opportunities to be involved in personnel issues while serving as and elected Common Council member in Angola Indiana (8 years)

Describe a time when you had to stand firm and make a tough or unpopular decision.: Received an anonymous tip that a corporate head of one of my companies was importing narcotics for his personal use along with our liquor shipments from Europe. Confirmed validity by hiring an outside detective agency but was in compromising position as this employee was a long time and close personal friend of my immediate boss. Solved problem by going to the President of company with the reports and facts. I stated that he should be fired based upon the sworn depositions and undercover detectives reports. He agreed and decided that he personally would handle the termination.

If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.: Very objective in my decision making process. Versed in employment laws in CA, IN, & Virgin Islands. Feel that AZ probably mirrors the FSLA - US Department of Labor regulations.as many states do,

Name: Jon Johnson

Address: [redacted]

Relationship: Friend 20+ years

Day Phone: [redacted]

Name: Tim Crooks

Address: [redacted]

Relationship: Friend 20+ years

Day Phone: [redacted]

Name of Business:

Person with Interest:

Type of Interest:

Additional Information:

Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?: No

If yes, explain:: VIPS Volunteer with Police Department

Are you, a relative, or any member of your household an employee of the Town of Marana?: Yes

If yes, explain:: VIPS Volunteer with the Marana Police Department

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship. : None

Electronic Signature: Mac W Friedlander
Date: 11-8-2014

On-line Personnel Action Review Board Member Application Submitted by Don Duncan

The following form was submitted via your website: Commission or Board Member Application

Please check the appropriate box:
This application is for the : Personnel Action Review Board

Please upload your resume here.: No file was uploaded

Please upload any other document here.: No file was uploaded

First Name: Don

Last Name: Duncan

Email Address: [redacted]

Mailing Address: [redacted]

Street Address: [redacted]

City: Marana

State: Arizona

Zip: 85658

How many years have you lived at this address?: 7 years

How many years have you lived in Marana?: 7 years

Phone (Day): [redacted]

Phone (Cell or Home): [redacted]

Occupation: Retired

Employer: Retired

What is your vision for the Town?: To continue a sustained growth that is family-oriented, environmentally safe and business friendly.

What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?: We need employment opportunities are reflected in well-paying jobs in a business-friendly environment. Our infrastructure needs to expand to meet the town's

projected growth and it is vital that we closely monitor our water consumption. We need to continue to grow in a well-planned and orderly fashion.

What do you see as the Town's best asset to bring visitors and new residents to the Town?: Marana is nationally recognized for our scenic desert setting and vast recreation opportunities. We are the fastest growing town in Pima County; and our proximity to I-10 and the Sunbelt Corridor will continue to draw business, visitors and new residents to our Town.

Please explain your professional background.: Four years - USAF Military Police;
Six years Tucson City Police - Police Officer;
Graduate University of Arizona - B.A. - Education;
40 years professional insurance agent and agency owner with Allstate Insurance Company.;
Four years on Dove Mountain HOA Homeowners Executive Advisory Committees for both Dove Mountain (whole) and Dove Mountain Preserves (neighborhood specific) as well as the Dove Mountain HOA Compliance Review Committee.
1.5 years on Marana Planning Commission and currently Vice Chair on the Commission.

Describe your experience in working with a Council-Appointed Board or Commission.: I have 1.5 years as an appointed commissioner, and am currently Vice-Chair, on the Marana Planning Commission;
4 years on the Dove Mountain HOA Executive Advisory Committees for Dove Mountain (whole) and Dove Mountain Preserves (neighborhood specific). Also, as a member of the HOA Compliance Review Committee, we are frequently deal face-to-face with HOA compliance conflicts.

Describe a time when you had to stand firm and make a tough or unpopular decision.: During Planning Commission meetings, in the Public Forum, residents voice objections to proposed changes. This can sometimes result in contention. The mandate of the Planning Commission is to make unbiased decisions may not appeal to all residents, but hopefully is for the good for the community. Also, as a member of the HOA Compliance Review Committee, we are frequently deal face-to-face with HOA compliance conflicts. As an insurance agent, I helped settle claims and had to negotiate between company and clients to help reach a fair settlement for all.

If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.: I have found that, over all, if a decision is good for Marana, it will generally be good for Dove Mountain and The Preserves, the area in which I live. I will continue to try to find the best solution for each problem as it is presented

Name: John McIntyre

Address: [redacted]

Relationship: Friend/Colleague on HOA Committees

Day Phone: [redacted]

Name: Pamela Lakey

Address: Lewis Mangement Resources - 180 W Magee

Relationship: HOA Manager and Friend

Day Phone: [redacted]

Name of Business:

Person with Interest:

Type of Interest:

Additional Information:

Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?: not checked

If yes, explain::

Are you, a relative, or any member of your household an employee of the Town of Marana?: No

If yes, explain::

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship. :

Electronic Signature: Don R Duncan

Date: 11 September 2014

Commission or Board Member Application

Commission or Board Application

Please check the appropriate box:
This application is for the *

[ ] Board of Adjustment
[ ] Citizens' Forum
[ ] Planning Commission
[ ] Public Safety Personnel Retirement System
[X] Personnel Action Review Board
[ ] Marana Municipal Property Corporation

PLANNING COMMISSION The Marana Planning Commission is a 7-member advisory body appointed by the Marana Town Council which makes recommendations to the Council on matters relating to zoning and land development, including the Marana General Plan (Marana's future vision for development) and applications for approval of rezoning cases, subdivision plats, development plans, and conditional uses. Scheduled meetings: 6:30 p.m. on the fourth Wednesday of each month in the Council Chambers.

BOARD OF ADJUSTMENT The Marana Board of Adjustment is a 7-member quasi-judicial body of citizens whose main functions are (1) to hear and decide citizen appeals from the Zoning Administrator's interpretations of the Marana zoning regulations; and (2) to consider citizen requests for variances from Marana zoning regulations. Scheduled meetings: 2:00 p.m. on the second Tuesday of each month in the Council Chambers.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM Responsibilities include attending Board meetings which occur according to need, but a minimum of two per year. Members make decisions on employee participation in the retirement system as well as approve retirements – normal as well as disability retirements. Meetings generally are held in the afternoon.

MARANA CITIZENS' FORUM The Marana Citizens' Forum was established as an alternative to citizen advisory commissions to provide a timely and effective means for discussing current and relevant issues which can result in recommendations to Council for policy or procedural changes. Forum delegates are appointed for two-year terms. At-large delegates are recruited when vacancies occur. Each Forum session, comprised of four meetings, meets twice annually.

PERSONNEL ACTION REVIEW BOARD This 5-member board was created to hear employee appeals of disciplinary action to terminate, reduce in pay, demote or suspend an employee without pay for more than 40 hours in a rolling 12-month period. Interested applicants should have some background in employee relations. Terms are 4 years.

MARANA MUNICIPAL PROPERTY CORPORATION The Marana Municipal Property Corporation was created to provide a vehicle through which the Town could finance the cost of acquiring, constructing, reconstructing or improving building, equipment and other real and personal properties suitable for use by and for leasing to the Town of Marana. The board consists of 2 Council Members and 3 citizen members who reside within the town limits. The board meets on as as-needed basis. Terms are for 4 years.

APPLICANTS MUST BE ABLE TO COMMIT TO PREPARE FOR AND ATTEND SCHEDULED MEETINGS

This application must be accompanied by a resume and any supporting document you believe might be relevant to the Council making a determination as to the appropriateness of the candidate. The Town will use this information when considering appointments. ***Please note that the Town's policy is not to share personal contact information when requested by private of public entities. However, this application is a public document and may be subject to the public disclosure if requested under the Arizona Public Records Law.***

Please upload your resume here.	Please upload any other document here.
[ ]	[ ]
Convert to PDF?[ ]	Convert to PDF?[ ]
(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)	(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)
First Name*	Connie
Last Name*	Steinman
Email Address*	[redacted]
Mailing Address*	[redacted]
Street Address*	[redacted]
City	Marana
State	Arizona
Zip*	85658
How many years have you lived at this address?*	7

How many years have you lived in Marana?*	7
Phone (Day)*	[redacted]
Phone (Cell or Home)*	[redacted]
Occupation*	Retired
Employer*	N/A
What is your vision for the Town?*	Contained growth consistent with available water resources and sufficient physical and commercial/retail resources to meet needs of residents within a relatively short drive time.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?*	Excessive, not well controlled residential development that favors developers/builders over the overall well being of town residents and threatens to obliterate the natural beauty of the area.
What do you see as the Town's best asset to bring visitors and new residents to the Town?*	Visitors - sustainable commercial/retail development along the I-10 corridor that supports recreational activities in nearby desert and mountains, i.e., mid-range lodging and dining. New residents - essentially same amenities as required for visitors. Many current residents must drive too far for simple needs like groceries.
Please explain your professional background.*	I have a Masters in Public Administration (with an emphasis in local government administration) from California State University, Long Beach. I'm retired from 25+ years of semi public, non-profit and government employment at the local and state levels, primarily as an employee of the Commonwealth of Pennsylvania. In that nearly 30-year period, I worked as a Housing and Community Development Coordinator in Lomita, California; as a Criminal Justice Planner for a statewide criminal justice planning agency (concentrated primarily in juvenile justice and victims services issues); and as a Program and/or Policy Specialist with expertise in the areas of physical disabilities, blindness and visual services, children and youth services, and managed care Medicaid services for the Pennsylvania Department of Public Welfare. I've also been a high school English teacher, counselor/administrator in two community based drug and alcohol agencies, the executive director of the Raton, New Mexico, Chamber of Commerce, and the executive director of a human services training program for Harrisburg Area Community College, Harrisburg, Pennsylvania.
Describe your experience in working with a Council-Appointed Board or Commission.*	I previously served on Marana's Affordable Housing Commission.
Describe a time when you had to stand firm and make a tough or unpopular decision.*	Much of the time as an employee of the PA Department of Public Welfare, I found myself in the position of interpreting/enforcing regulatory or contractual requirements in such areas as conducting a waiver review board related to regulatory requirements for contracted children and youth services, unpopular Medicaid contractual requirements, and limiting the level of allowed services to physically limited consumers of federally and state-funded programs.
If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.*	It would seem the scope of the decisions of this board would be on an individual town employee basis and not relative to a particular residential area of the Town of Marana, so I do not anticipate conflict in making objective decisions as a board member based on my area of residence.

REFERENCES. List two people who know about your qualifications and interest.

Name*	T Vanhook
Address*	[redacted]
Relationship*	Friend
Day Phone*	[redacted]
Name*	Romi Wittman
Address*	[redacted]
Relationship*	Friend
Day Phone*	[redacted]

IMPORTANT LEGAL INFORMATION AND REQUIREMENTS FOR BOARD AND COMMISSION MEMBERS

Anyone appointed to a Commission or Board by the Town Council is a “Public Official” per Arizona law and is obligated to adhere to related standards of conduct and ethics. In particular, the Town of Marana needs to be aware of any actual or potential conflict of interest that could occur if you are appointed to the Planning Commission or Board of Adjustment or Public Safety Personnel Retirement System

List any financial or ownership interest you have or a relative has that will create a conflict of interest for you. This includes anything that you or a relative own or have a substantial financial stake in. There are several kinds of remote interests that do not create a conflict of interest and do not need to be included. For example, it is not a conflict of interest to participate in a decision about a corporation you or a relative own stock in, as long as you and/or your relatives own less than 3% of the shares of the corporation and get less than 5% of your and/or your relative’s total annual income from it. It is also generally not a conflict of interest to participate in decisions about nonprofit corporations you volunteer for, a government entity you or a relative work for, your tenant or landlord, or a class of people that includes you. A relative includes your spouse, child, parent, grandparent, sibling, their spouses, and your spouse’s parent, sibling or child. If you have questions about whether you or a relative have a financial or ownership interest that should be listed, please contact the Town Clerk or the Town Attorney.

Name of Business		
Person with Interest		
Type of Interest		
Additional Information		
Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	[ ] No	[ ] Yes
If yes, explain:		
Are you, a relative, or any member of your household an employee of the Town of Marana?*	[X] No	[ ] Yes
If yes, explain:		
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.		

I affirm that all of the information contained in this application is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration. I also agree to abide by the Town’s Code of Conduct and notify the Marana Town Clerk of any changes to this information.

Electronic Signature*	Connie L. Steinman
Date*	11/7/2014

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.marana.com/Admin/FormHistory.aspx?SID=14856

The following form was submitted via your website: Commission or Board Member Application

Please check the appropriate box:
This application is for the : Personnel Action Review Board

Please upload your resume here.: No file was uploaded

Please upload any other document here.: No file was uploaded

First Name: Connie

Last Name: Steinman

Email Address: [redacted]

Mailing Address: [redacted]

Street Address: [redacted]

City: Marana

State: Arizona

Zip: 85658

How many years have you lived at this address?: 7

How many years have you lived in Marana?: 7

Phone (Day): [redacted]

Phone (Cell or Home): [redacted]

Occupation: Retired

Employer: N/A

What is your vision for the Town?: Contained growth consistent with available water resources and sufficient physical and commercial/retail resources to meet needs of residents within a relatively short drive time.

What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?: Excessive, not well controlled residential development that favors developers/builders over the overall well being of town residents and threatens to obliterate the natural beauty of the area.

What do you see as the Town's best asset to bring visitors and new residents to the Town?: Visitors - sustainable commercial/retail development along the I-10 corridor that supports recreational activities in nearby desert and mountains, i.e., mid-range lodging and dining. New residents - essentially same amenities as required for visitors. Many current residents must drive too far for simple needs like groceries.

Please explain your professional background.: I have a Masters in Public Administration (with an emphasis in local government administration) from California State University, Long Beach. I'm retired from 25+ years of semi public, non-profit and government employment at the local and

state levels, primarily as an employee of the Commonwealth of Pennsylvania. In that nearly 30-year period, I worked as a Housing and Community Development Coordinator in Lomita, California; as a Criminal Justice Planner for a statewide criminal justice planning agency (concentrated primarily in juvenile justice and victims services issues); and as a Program and/or Policy Specialist with expertise in the areas of physical disabilities, blindness and visual services, children and youth services, and managed care Medicaid services for the Pennsylvania Department of Public Welfare. I've also been a high school English teacher, counselor/administrator in two community based drug and alcohol agencies, the executive director of the Raton, New Mexico, Chamber of Commerce, and the executive director of a human services training program for Harrisburg Area Community College, Harrisburg, Pennsylvania.

Describe your experience in working with a Council-Appointed Board or Commission.: I previously served on Marana's Affordable Housing Commission.

Describe a time when you had to stand firm and make a tough or unpopular decision.: Much of the time as an employee of the PA Department of Public Welfare, I found myself in the position of interpreting/enforcing regulatory or contractual requirements in such areas as conducting a waiver review board related to regulatory requirements for contracted children and youth services, unpopular Medicaid contractual requirements, and limiting the level of allowed services to physically limited consumers of federally and state-funded programs.

If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.: It would seem the scope of the decisions of this board would be on an individual town employee basis and not relative to a particular residential area of the Town of Marana, so I do not anticipate conflict in making objective decisions as a board member based on my area of residence.

Name: T Vanhook

Address: [redacted]

Relationship: Friend

Day Phone: [redacted]

Name: Romi Wittman

Address: [redacted]

Relationship: Friend

Day Phone: [redacted]

Name of Business:

Person with Interest:

Type of Interest:

Additional Information:

Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?: not checked

If yes, explain::

Are you, a relative, or any member of your household an employee of the Town of Marana?: No

If yes, explain::

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship. :

Electronic Signature: Connie L. Steinman

Date: 11/7/2014

On-line Personnel Action Review Board Member Application Submitted by Bret Summers

The following form was submitted via your website: Commission or Board Member Application

Please check the appropriate box:
This application is for the : Personnel Action Review Board

Please upload your resume here.: PARB 14 Resume.pdf (Please login to view the uploaded file)

Please upload any other document here.: (Please login to view the uploaded file)

First Name: Bret

Last Name: Summers

Email Address: [redacted]

Mailing Address: [redacted]

Street Address: [redacted]

City: Marana

State: Arizona

Zip: 85742

How many years have you lived at this address?: 9.9

How many years have you lived in Marana?: 13.5

Phone (Day): [redacted]

Phone (Cell or Home): [redacted]

Occupation: Investigator

Employer: Self Employed & Tucson Police

What is your vision for the Town?: For Marana to lead Southern Arizona in economic development and quality of life while providing exceptional service and responsiveness to its residents.

What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?: Managing to meet the demands of growth in order to be able to

maintain the high standard of service and development that they have already achieved throughout their history.

What do you see as the Town's best asset to bring visitors and new residents to the Town?: The Town of Marana's best asset is it location, access to highways, railways, and air transportation. Additionally, Marana is a safe community with excellent schools, parks, activities, and opportunities for job growth in comparison to its neighboring communities.

Please explain your professional background.: I have worked in law enforcement for over 15 years and have maintained a reputation for having integrity. I have earned a Top Secret security clearance and have maintained confidential information. I have a large amount of experience in researching and gathering evidence, listening to testimony and opinions, and making professional, fair, and non-biased decisions based on all the information gathered as part of investigations.

Describe your experience in working with a Council-Appointed Board or Commission.: I have not yet worked with the Town of Marana on a Board or Commission. However, I had taken and completed a Town of Marana training program designed for those wishing to serve the community and have served as the President of my HOA for almost 10 years.

Describe a time when you had to stand firm and make a tough or unpopular decision.: During my time serving as a Police Officer with the Tucson Police Department, I had to remove children from the families due to suspicions of abuse or neglect and place them with Child Protective Services rather than extended family members. This decision is not an easy one and at first might not seem to be in the best interest of the child. However, I had to make a decision knowing that the extended family members, while not appearing to be involved in the neglect or abuse, could have had prior knowledge. Therefore, I would make the decision to have the child placed with CPS while a complete investigation could be conducted in order to ensure the future safety of the child.

If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.: I am 100 percent committed to representing all of Marana. Each resident and community within the town all have a shared interest in the decisions that the Town and its represents make. No one person or community is above the overall interest of the community. I believe that decisions should be made on facts rather than emotions. Any resident or community that wishes to be heard on an issues should be given an opportunity to be heard and their concerns should be addressed in a professional, respectful, compassionate, and honest manner. As someone who lives on the far edge of Marana, I believe I would be a voice for those who may feel that their smaller communities are not given the same attention and consideration as its larger communities.

Name: Ed Boyen

Address: [redacted]

Relationship: Friend and former co-worker

Day Phone: [redacted]

Name: Adam Pearce

Address: [redacted]

Relationship: Friend and Neighbor

Day Phone: [redacted]

Name of Business: N/A

Person with Interest: N/A

Type of Interest: N/A

Additional Information: N/A

Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?: No

If yes, explain:: N/A

Are you, a relative, or any member of your household an employee of the Town of Marana?: No

If yes, explain:: N/A

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship. : N/A

Electronic Signature: Bret Summers

Date: 09/12/2014

Commission or Board Member Application

Commission or Board Application

Please check the appropriate box:
This application is for the *

[ ] Board of Adjustment
[ ] Citizens' Forum
[ ] Planning Commission
[ ] Public Safety Personnel Retirement System
[X] Personnel Action Review Board
[ ] Marana Municipal Property Corporation

PLANNING COMMISSION The Marana Planning Commission is a 7-member advisory body appointed by the Marana Town Council which makes recommendations to the Council on matters relating to zoning and land development, including the Marana General Plan (Marana's future vision for development) and applications for approval of rezoning cases, subdivision plats, development plans, and conditional uses. Scheduled meetings: 6:30 p.m. on the fourth Wednesday of each month in the Council Chambers.

BOARD OF ADJUSTMENT The Marana Board of Adjustment is a 7-member quasi-judicial body of citizens whose main functions are (1) to hear and decide citizen appeals from the Zoning Administrator's interpretations of the Marana zoning regulations; and (2) to consider citizen requests for variances from Marana zoning regulations. Scheduled meetings: 2:00 p.m. on the second Tuesday of each month in the Council Chambers.

PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM Responsibilities include attending Board meetings which occur according to need, but a minimum of two per year. Members make decisions on employee participation in the retirement system as well as approve retirements – normal as well as disability retirements. Meetings generally are held in the afternoon.

MARANA CITIZENS' FORUM The Marana Citizens' Forum was established as an alternative to citizen advisory commissions to provide a timely and effective means for discussing current and relevant issues which can result in recommendations to Council for policy or procedural changes. Forum delegates are appointed for two-year terms. At-large delegates are recruited when vacancies occur. Each Forum session, comprised of four meetings, meets twice annually.

PERSONNEL ACTION REVIEW BOARD This 5-member board was created to hear employee appeals of disciplinary action to terminate, reduce in pay, demote or suspend an employee without pay for more than 40 hours in a rolling 12-month period. Interested applicants should have some background in employee relations. Terms are 4 years.

MARANA MUNICIPAL PROPERTY CORPORATION The Marana Municipal Property Corporation was created to provide a vehicle through which the Town could finance the cost of acquiring, constructing, reconstructing or improving building, equipment and other real and personal properties suitable for use by and for leasing to the Town of Marana. The board consists of 2 Council Members and 3 citizen members who reside within the town limits. The board meets on as as-needed basis. Terms are for 4 years.

APPLICANTS MUST BE ABLE TO COMMIT TO PREPARE FOR AND ATTEND SCHEDULED MEETINGS

This application must be accompanied by a resume and any supporting document you believe might be relevant to the Council making a determination as to the appropriateness of the candidate. The Town will use this information when considering appointments. ***Please note that the Town's policy is not to share personal contact information when requested by private of public entities. However, this application is a public document and may be subject to the public disclosure if requested under the Arizona Public Records Law.***

Please upload your resume here.	Please upload any other document here.
[ ]	[ ]
Convert to PDF?[ ]	Convert to PDF?[ ]
(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)	(GIF, JPG, JPEG, PNG, DOC, DOCX, XLS, XLSX, TXT)
First Name*	Angelina
Last Name*	Grandison
Email Address*	[redacted]
Mailing Address*	[redacted]
Street Address*	[redacted]
City	Marana
State	Arizona
Zip*	85658
How many years have you lived at this	4

address?*	
How many years have you lived in Marana?*	4
Phone (Day)*	[redacted]
Phone (Cell or Home)*	[redacted]
Occupation*	Retired
Employer*	N/A
What is your vision for the Town?*	That the Town will promote business, employment and education opportunities for all its residents, and will respect and support diversity so all residents can live, work and play harmoniously in the Community of Marana.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?*	My concerns are public safety, public transportation and education. I am especially concerned about the education system. I hope that the Town will develop and support an education system that will offer both youth and adults the necessary training and skills for the workforce that businesses will require as they locate to Marana.
What do you see as the Town's best asset to bring visitors and new residents to the Town?*	Recreation, freeway accessibility and housing affordability.
Please explain your professional background.*	I was a clinical scientist for 32 years. My duties included: performing and monitoring staff training, coordinating education programs, performing and resulting laboratory tests and revising and implementing policies and procedures.
Describe your experience in working with a Council-Appointed Board or Commission.*	I do not have any prior experience working with a Council--Appointed Board or Commission, but I am currently a member of the Town's Board of Adjustment.
Describe a time when you had to stand firm and make a tough or unpopular decision.*	I had a job and a career that I enjoyed. I was offered a promotional opportunity, but I felt I needed a change because I wanted to get involved with community work. I retired, packed up and moved from California to Arizona and am now actively and happily volunteering for a community agency.
If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.*	I realize the necessity of living in a community that has regulations and laws that protect all residents so we can live together safely and peacefully. Therefore, I will strive to make decisions that uphold the laws of the Town and protects the rights of all residents and businesses in Marana.

REFERENCES. List two people who know about your qualifications and interest.

Name*	John McIntyre
Address*	[redacted]
Relationship*	Friend
Day Phone*	[redacted]
Name*	Tandala Kidd
Address*	Interfaith Community Services
Relationship*	Friend
Day Phone*	[redacted]

IMPORTANT LEGAL INFORMATION AND REQUIREMENTS FOR BOARD AND COMMISSION MEMBERS

Anyone appointed to a Commission or Board by the Town Council is a “Public Official” per Arizona law and is obligated to adhere to related standards of conduct and ethics. In particular, the Town of Marana needs to be aware of any actual or potential conflict of interest that could occur if you are appointed to the Planning Commission or Board of Adjustment or Public Safety Personnel Retirement System

List any financial or ownership interest you have or a relative has that will create a conflict of interest for you. This includes anything that you or a relative own or have a substantial financial stake in. There are several kinds of remote interests that do not create a conflict of interest and do not need to be included. For example, it is not a conflict of interest to participate in a decision about a corporation you or a relative own stock in, as long as you and/or your relatives own less than 3% of the shares of the corporation and get less than 5% of your and/or your relative’s total annual income from it. It is also generally not a conflict of interest to participate in decisions about nonprofit corporations you volunteer for, a government entity you or a relative work for, your tenant or landlord, or a class of people that includes you. A relative includes your spouse, child, parent, grandparent, sibling, their spouses, and your spouse’s parent, sibling or child. If you have questions about whether you or a relative have a financial or ownership interest that should be listed, please contact the Town Clerk or the Town Attorney.

Name of Business		
Person with Interest		
Type of Interest		
Additional Information		
Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?	[X] No	[ ] Yes
If yes, explain:		
Are you, a relative, or any member of your household an employee of the Town of Marana?*	[X] No	[ ] Yes
If yes, explain:		
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.		

I affirm that all of the information contained in this application is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration. I also agree to abide by the Town's Code of Conduct and notify the Marana Town Clerk of any changes to this information.

Electronic Signature*	Angelina Grandison
Date*	11/6/2014

* indicates required fields.

View any uploaded files by signing in and then proceeding to the link below:
http://www.marana.com/Admin/FormHistory.aspx?SID=14855

The following form was submitted via your website: Commission or Board Member Application

Please check the appropriate box:
This application is for the : Personnel Action Review Board

Please upload your resume here.: No file was uploaded

Please upload any other document here.: No file was uploaded

First Name: Angelina

Last Name: Grandison

Email Address: [redacted]

Mailing Address: [redacted]

Street Address: [redacted]

City: Marana

State: Arizona

Zip: 85658

How many years have you lived at this address?: 4

How many years have you lived in Marana?: 4

Phone (Day): [redacted]

Phone (Cell or Home): [redacted]

Occupation: Retired

Employer: N/A

What is your vision for the Town?: That the Town will promote business, employment and education opportunities for all its residents, and will respect and support diversity so all residents can live, work and play harmoniously in the Community of Marana.

What are some of the most important concerns or issues that you think the Town will have to face in the next 5 to 10 years?: My concerns are public safety, public transportation and education. I am especially concerned about the education system. I hope that the Town will develop and support an education system that will offer both youth and adults the necessary training and skills for the workforce that businesses will require as they locate to Marana.

What do you see as the Town's best asset to bring visitors and new residents to the Town?: Recreation, freeway accessibility and housing affordability.

Please explain your professional background.: I was a clinical scientist for 32 years. My duties included: performing and monitoring staff training, coordinating education programs, performing and resulting laboratory tests and revising and implementing policies and procedures.

Describe your experience in working with a Council-Appointed Board or Commission.: I do not have any prior experience working with a Council--Appointed Board or Commission, but I am currently a member of the Town's Board of Adjustment.

Describe a time when you had to stand firm and make a tough or unpopular decision.: I had a job and a career that I enjoyed. I was offered a promotional opportunity, but I felt I needed a change because I wanted to get involved with community work. I retired, packed up and moved from California to Arizona and am now actively and happily volunteering for a community agency.

If you are appointed by the Council, you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.: I realize the necessity of living in a community that has regulations and laws that protect all residents so we can live together safely and peacefully. Therefore, I will strive to make decisions that uphold the laws of the Town and protects the

rights of all residents and businesses in Marana.

Name: John McIntyre

Address: [redacted]

Relationship: Friend

Day Phone: [redacted]

Name: Tandala Kidd

Address: Interfaith Community Services

Relationship: Friend

Day Phone: [redacted]

Name of Business:

Person with Interest:

Type of Interest:

Additional Information:

Have any of the above businesses conducted any business (e.g., supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?: No

If yes, explain::

Are you, a relative, or any member of your household an employee of the Town of Marana?: No

If yes, explain::

List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship. :

Electronic Signature: Angelina Grandison

Date: 11/6/2014

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 2

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: December 16, 2014

Strategic Plan Focus Area:
Community

Subject: Relating to Boards, Commissions and Committees; selecting three potential topics for the Winter 2015 Marana Citizens' Forum (Jocelyn Bronson)

Discussion:

On November 18, 2014, the Council adopted updates to the Marana Citizens' Forum process. Included in those updates was a modification to the process of choosing a topic for the Forum delegates. Pursuant to the new process, potential Forum topics may be submitted by the Forum delegates, Councilmembers, and Town staff. The Council will consider potential topics, and each Councilmember will be asked at a Council meeting to identify his or her top three preferences which will then be tallied to arrive at the top three topics. Town staff will prepare a brief background report for each of the three Council-approved topics to provide context for the topics, and the topics and background reports will be presented to the Forum at the orientation meeting. A topic will be selected by a vote of the Forum. Topics not selected will be returned to the topic list, if applicable.

The suggested topics to date include:

1. Water conservation – potential policy research and/or identification of current issues or initiatives to enact
2. Citizen engagement in budget management and financial transparency – creation of a citizen outreach program to encourage participation
3. Managing and maintaining infrastructure for current and future development - potential infrastructure preservation plan, or plans for development in certain areas
4. Environmental and sustainability issues – potential policy research and identification of current issues or initiatives to enact
5. Transportation infrastructure – potential development areas of transportation amenities, and perhaps preservation or long-term planning

6. Strategic Plan III – how can the community participate in enacting the plan?
7. Public Art – as a part of community planning/projects
8. Social Networks – nonprofits which help support the well-being of a community and how to organize and get them involved

At tonight's meeting, each Councilmember will be asked to select his or her top three choices; Councilmember votes will then be tallied and the top three topics will be presented to the Forum to select a single session topic. Staff will present the three approved topics to the Forum delegates at the January 8, 2015 orientation meeting, and the delegates will select their topic for deliberation during the Winter 2015 session. The Topic Voting Matrix is attached.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

No motion is necessary. Pursuant to the procedure adopted by Council on November 18, 2014, after tallying the Councilmembers' topic selections, staff will forward the top three topics to the Forum for the Winter 2015 session.

Attachments: Topic Matrix

MARANA, ARIZONA

YOUR TOWN CITIZENS' FORUM

Council, please select no more than your top 3 topic preferences for the Citizens' Forum

Topic	Selection
1. Water conservation – Potential policy research and/or identification of current issues or initiatives to enact	
2. Citizen engagement in budget management and financial transparency – Creation of a citizen outreach program to encourage participation	
3. Managing and maintaining infrastructure for current and future development – Potential infrastructure preservation plan, or plans for development in certain areas	
4. Environmental and sustainability issues – Potential policy research and identification of current issues or initiatives to enact	
5. Transportation infrastructure – Potential development areas of transportation amenities, and perhaps preservation or long-term planning	
6. Strategic Plan III – How can the community participate in enacting the plan?	
7. Public Art – As a part of community planning/projects	
8. Social Networks – Nonprofits which help support the well-being of a community and how to organize and get them involved	

TOWN OF MARANA

marana.com

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 3

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: December 16, 2014

Subject: Approval of Minutes of November 25, 2014 Council Committee for Personnel Action Review Board Appointments (Jocelyn C. Bronson)

Attachments: Approval of 11-25-2014 PARB Minutes

MARANA TOWN COUNCIL
COUNCIL COMMITTEE FOR PERSONNEL ACTION REVIEW BOARD APPOINTMENTS
MINUTES
11555 W Civic Center Drive, Marana, Arizona 85653
Executive Conference Room, 1st Floor MMC,
November 25, 2014, at 9:00 am

Carol McGorray, Council Member
Patti Comerford, Council Member
Jon Post, Vice Mayor

COUNCIL COMMITTEE MEETING

A. CALL TO ORDER AND ROLL CALL. The meeting was called to order at 9:05 a.m. by Council Member McGorray who was selected as the chair for the meeting. All Council Members were present. Staff included Suzanne Machain, Jane Fairall and Jocelyn Bronson. Mac Friedlander, an applicant, was also present.

B. PLEDGE OF ALLEGIANCE. Led by Chair McGorray.

C. APPROVAL OF AGENDA. *Motion to approve by Council Member Comerford, second by Vice Mayor Post. Passed unanimously.*

D. CALL TO THE PUBLIC

There were no speakers.

Council Member Comerford move to go into executive session pursuant to A.R.S. 38-431.03 (A)(1). Chair McGorray seconded the motion. Passed unanimously at 9:07 p.m.

E. REVIEW OF PENDING APPLICATIONS of Don Duncan, Mac Friedlander, Angelina Grandison, Connie Steinman and Bret Summers.

Upon motion by Chair McGorray and second by Council Member Comerford and passed unanimously, the executive session was closed at 9:30 a.m., and Mr. Friedlander was invited back to the open meeting.

F. SELECTION OF RECOMMENDED APPOINTEES OR SELECT DATE(S) AND TIMES FOR INTERVIEWS WITH ALL OR SOME CANDIDATES.

Motion by Council Member Comerford to recommend to the full Council the appointments of Connie Steinman and Don Duncan to fill the vacancies on the Personnel Action Review Board. Second by Vice Mayor Post. Passed unanimously.

Council Member Comerford thanked Mr. Friedlander for applying for the position, and advised him that he was not considered for the position due to his brief residency in Marana. She said that he would be contacted to become involved in other town business to help familiarize him with the issues facing Marana.

There being no further business of the Council Committee, Chair McGorray adjourned the meeting at 9:37 a.m.

EXECUTIVE SESSION

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

Pursuant to A.R.S. 38-431.03 (A)(3), the Council Committee may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

Pursuant to A.R.S. § 38-431.03(A)(1) the Council Committee may discuss and consider candidates for appointment to the Town of Marana Personnel Action Review Board.

ADJOURNMENT. There being no further business of the Council Committee, Chair McGorray adjourned the meeting at 9:37 a.m.

CERTIFICATION

I hereby certify that the foregoing minutes are the true and correct minutes of the Council Committee for Personnel Action Review Board Appointments held on November 25, 2014. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 1

To: Mayor and Council

From: Brian Varney, Planner II

Date: December 16, 2014

Strategic Plan Focus Area:
Commerce, Community

Subject: PUBLIC HEARING: Ordinance No. 2014.030: Relating to Development; approving a rezoning of approximately 138 acres of land located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, from 'RR' Resort and Recreation to 'F' Specific Plan for the purpose of establishing the Lazy K Bar Ranch Specific Plan; approving a minor amendment to the General Plan; and approving and authorizing the mayor to execute the Lazy K Bar Ranch Development Agreement (Brian Varney)

Discussion:

Summary of Application

The Planning Center, representing Mattamy Tucson, LLC, is requesting approval to rezone approximately 138 acres of land from 'RR' Resort and Recreation to 'F' Specific Plan for the purpose of establishing the Lazy K Bar Ranch Specific Plan. The requested rezoning includes an application for a minor amendment to the Town of Marana General Plan. The application proposes to amend the existing General Plan land use plan category of Rural Density Residential (RDR) to Master Plan Area (MPA) to accommodate the proposed Specific Plan zoning. An application has also been submitted requesting approval of the Lazy K Bar Ranch Development Agreement, which is intended to provide, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

Rezoning Request

The rezoning area consists of approximately 138 acres. The Lazy K Bar Ranch Specific Plan proposes two primary land uses: RA (Residential Area) and OS (Open Space). The RA use is proposed to occupy approximately 62 acres, or 45%, of the project area inclusive of lot area, roadways, and associated infrastructure. The OS land use is proposed to occupy approximately 76 acres, or 55%, of the project area inclusive of natural undisturbed open space, general open space (disturbed), and recreation area.

Marana General Plan

The land use plan within the Town of Marana General Plan designates the rezoning area with the land use category of Rural Density Residential (RDR), which is characterized by single-family detached homes on very large properties at a density range of 0.1 to 0.5 residences per acre. Limited neighborhood commercial development may be allowed within this category. The application to amend the General Plan requests a minor amendment from Rural Density Residential (RDR) to Master Plan Area (MPA) to accommodate the proposed specific plan zoning.

The Marana General Plan distinguishes a major amendment from a minor amendment by consideration of three criteria. The criteria determine whether or not the proposed amendment would result in a substantial alteration in the land use mixture or balance as established in the existing General Plan Land Use and Growth Element. The criteria are as follows:

1. The change in land use designation exceeds 80 acres (not including Master Planning Areas).
2. The change results in a two-step increase of the current land use designation.
3. The proposal results in significant alteration, or diversion from an area of the adopted Road Network including, but not limited to, a change in functional classification.

The request is confirmed by staff to constitute a minor amendment based upon the following:

1. The requested land use category is Master Planning Area.
2. The requested amendment would result in a one-step increase in density range. The existing range for Rural Density Residential is 0.1 - 0.5 residences per acre. The proposed density of 1.29 residences per acre falls within the range of 0.5 - 2.0 (Low Density Residential).
3. The Roadway Network Plan consists predominantly of major roadways with a minimum right-of-way of 90 feet. Scenic Drive is not included within the Road Network Plan.

Land Use

The Lazy K Bar Ranch Specific Plan proposes 178 residential lots, roadway infrastructure, drainage and utility infrastructure, and well as approximately 2.38 acres for recreation not including an anticipated public trail easement near the north boundary of the project. Approximately 62 acres (45 percent) of the site will be developed for residential lots and related infrastructure, and approximately 76 acres (55%) of the site area will be maintained as open space. Of the 76 acres, it is anticipated that 34.5 acres (25 percent) will remain as Natural Undisturbed Open Space, and the remaining will function as general open space (disturbed) and recreation area.

The specific plan proposes both passive and active open space and recreation in the form of a 2.38 acre community recreation area in the location of the existing ranch house, as well as a multitude of private and public trails. The final subdivision plat for the project will identify and delineate the location of a public trail easement to be granted to the town at such time that similar trail easements are secured for trails on the adjacent property to the west. An easement will be granted on the Lazy K Bar Ranch site within the open space area in close proximity to the north property line and extend the full length of the property. The easement will enable the Town to construct and maintain a sustainable trail that connects to a larger regional public trail system.

The topography of the site is characterized largely by undulating terrain with rather significant slopes in the west and south portions of the site. There are Level 1 restricted peaks and ridges located in the northwest and southwest corners of the property. Grading will be restricted to lots, roadways, and necessary ancillary grading for improvements within the project. The low-density,

rather clustered design of the project will allow for most drainage to flow naturally. Significant drainageways within the project will be preserved in their natural state with minimal encroachments primarily for roadway crossings. Wildlife corridors are maintained in the north and southeast areas of the site, and wash/roadway culverts will be sized to accommodate smaller wildlife species.

The proposed development standards are very typical of those in other quality single-family residential developments. The specific plan proposes three lot size categories within the RA (Residential Area) land use designation that generally increase in size from east to west within the project. The smallest lots at a minimum size of 7,200 square feet are located closest to the project's frontage on Scenic Drive. Lots located near the center of the project are proposed at a minimum of 9,100 square feet, and lots located further west in the upper elevations of the project are proposed at a minimum lot size of 11,200 square feet. The builder, Mattamy Homes, is anticipating a few distinct product types all limited to one-story construction. Development will be subject to the Town's residential design standards.

Access and Circulation
Access for the project is provided via Scenic Drive. The primary access aligns with Pima Farms Road and will provide both ingress and egress. The secondary access is located approximately 100 feet south of the north boundary of the project and will provide egress only. A gated development is proposed and the private streets will be maintained by a homeowner's association.

The Town of Marana Traffic Engineering Division has accepted the Traffic Impact Analysis for the project. The applicant has submitted a design exception request to reduce the required width of the interior streets in the development. Section 6.0 of the Town of Marana Subdivision Street Standards Manual specifies a residential street section with two 16 foot travel lanes. The Town Engineer has accepted a proposed reduction to 12-foot travel lanes with a two-foot roll curb on both sides of the street. Parking will only be allowed on one side of the street, as approved by Northwest Fire District. Sidewalks will be provided on one side of the street for those streets that serve the largest lots. The streets that serve the mid-sized and smaller lots will include sidewalks on one side of the street in locations where homes are to be constructed on only one side. In locations where homes are to be constructed on both sides of the street, sidewalks will be provided on both sides. Mid-block crossings are provided where needed to allow pedestrians to safely cross streets. A four-foot natural path will be constructed, in lieu of sidewalk, along the main drive in order to maintain a suburban character. The benefits of a narrower street section include reduced maintenance costs, reduction of the urban heat-island effect, reduction in land disturbance, and a traffic calming effect.

Through extensive review and analysis, Town staff has determined that re-opening Scenic Drive is critical to ensure effective and efficient neighborhood traffic circulation. The owner/developer will dedicate to the Town the previously abandoned right-of-way for Scenic Drive along the project's frontage, and will fully improve/construct Scenic Drive in accordance with the Lazy K Bar Ranch Development Agreement.

Utilities
The rezoning area will be served by Marana Water via an existing 12-inch main located within Pima Farms Road near its intersection with Scenic Drive. It is anticipated that a booster station will be constructed to supply water to the higher elevations within the project. A water service

agreement, as well as plans for the water distribution system will be required prior to development. The owner/ developer will be responsible for constructing all on-site and off-site water infrastructure needed to serve potable water and fire protection to the project.

Sewer will be provided to the development by Pima County. The Pima County Regional Wastewater Reclamation Department has indicated that flows from this project can be accommodated in an existing 10-inch sewer line located within Pima Farms Road near its intersection with Sand Dune Place, approximately 2,700 feet east of the project. Other options may be available in nearby existing lines; however, the owner/developer must obtain confirmation from Pima County that conveyance and treatment capacity is available for these options prior to platting.

The project is located within the Tucson Electric Power (TEP) service area. TEP has indicated that an upgrade to the existing overhead line in Pima Farms Road near Scenic Drive may be required to serve the project. Southwest Gas currently serves the property.

Development Agreement
The Marana Land Development Code provides that the Planning Commission, by adoption of a resolution that includes 'written findings specifying the facts and information relied upon ....in rendering [its] decision and recommendation," "shall make a report and recommendation to the Town Council, by affirmative vote [of] not less that a majority of its voting members," that the proposed development agreement be adopted as proposed, adopted with modifications, or denied. The Planning Commission adopted Planning Commission Resolution 2014-04 at the conclusion of a November 12, 2014, public hearing. A copy of the Planning Commission resolution is provided with the backup materials for this item.

Citizen Participation
The applicants conducted a neighborhood meeting on June 2, 2014 at the Stardance Event Center. The meeting was well attended by approximately 60 community residents and others interested in the proposed plan. The applicant held an additional neighborhood meeting on August 19, 2014 at the Stardance Event Center, with an attendance of approximately 35. The predominant concerns expressed by the participants included: project density; increased traffic on surrounding streets; re-opening of Scenic Drive; the potential for cut-through traffic on Moonfire Drive; environmental impact; impact to local private wells; and visual impact upon surrounding properties.

Public Notification
The required notice for this public hearing was properly noticed in The Daily Territorial newspaper, and all property owners within 300 feet of the proposed specific plan area were noticed by United States Mail of the date, time, and topic of the public hearing. Notice was also posted at various locations within the community.

Recommended Findings of Fact
1. The property is currently zoned ‘RR’ Resort and Recreation. The proposed change in zoning from ‘RR’ to ‘F’ Specific Plan will require a minor amendment to the Marana General Plan from the existing designation of Rural Density Residential (RDR) to Master Planning Area (MPA).
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to this zoning classification.

3. This proposal, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.
4. The Planning Commission's findings pertaining to the development agreement are contained in Planning Commission Resolution 2014-04 provided in the backup materials for this item.

CASE ANALYSIS

Review criteria

1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:
With the acceptance of the recommended conditions the development complies with the requirements of all agencies.

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:
With the acceptance of the recommended conditions this proposal complies with the requirements of 'F' Specific Plan zoning and the purpose and intent of the Land Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan:
This proposal is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan Master Planning Area (MPA) land use designation.

4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area or the development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town:
Based upon the requirements and conditions, this proposal does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Financial Impact:

Fiscal Year:	2015-2016
Budgeted Y/N:	Y
Amount:	$640,000 (estimated)

The development agreement would obligate the Town to reimburse the developer for 40% of the public improvements cost, as defined in the agreement, for the construction of Scenic Drive. Although the actual public improvement costs for Scenic Drive are not known at this time, the Town estimates cost to be approximately $1,600,000 which would obligate the town to reimburse the developer approximately $640,000 under the development agreement. The source of repayment of this obligation is construction sales taxes generated and collected from the proposed development project including the reconstruction of Scenic Road. Due to the source of repayment, the reimbursements will likely be paid out over a number of fiscal years. The costs associated with

the development agreement will be included in the fiscal year 2015-2016 and future budgets, as appropriate.

Staff Recommendation:

Staff recommends approval of PCZ1410-001, Lazy K Bar Ranch Specific Plan, GPA1410-001, General Plan minor amendment, and PCM1410-001, Lazy K Bar Ranch Development Agreement, based upon the recommended findings and subject to the conditions set forth in the draft ordinance included with these agenda materials.

Planning Commission Recommendation

The Planning Commission heard the request for the proposed rezoning, general plan amendment, and development agreement at a public hearing held on November 12, 2014. By a vote of 6-0, the Commission voted in favor of recommendation to the Town Council approval of the rezoning and general plan amendment. By a vote of 6-0, the Commission voted to adopt Planning Commission Resolution 2014-04 recommending that the Town Council approve the Lazy K Bar Ranch Development Agreement.

Suggested Motion:

Staff recommends that the Town Council move one of the following options:

OPTION 1: I move to adopt Ordinance 2014.____, as presented by staff.

OPTION 2: I move to adopt Ordinance 2014.____, as presented by staff, subject to the following modifications (add as necessary).

Attachments:

Ordinance 2014.030
Exhibit 'A' - Legal Description
Exhibit 'B' - Lazy K Bar Ranch DA
Location Map
Specific Plan Application
Specific Plan Document - October 2014
Design Exception Application
Scenic Drive Improvements
Planning Commission Resolution 2014-04
Planning Commission Minutes 11-12-2014
2001 PADA

MARANA ORDINANCE NO. 2014.030

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 138 ACRES OF LAND LOCATED AT THE WEST TERMINUS OF PIMA FARMS ROAD, WEST OF THE SCENIC DRIVE ALIGNMENT, FROM 'RR' RESORT AND RECREATION TO 'F' SPECIFIC PLAN FOR THE PURPOSE OF ESTABLISHING THE LAZY K BAR RANCH SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE GENERAL PLAN; AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE LAZY K BAR RANCH DEVELOPMENT AGREEMENT

WHEREAS LKB Ranch, LLC, LKB Hotel, LLC, and LKB Retained Land, LLC (collectively the "Property Owners") own 138 acres of property located at the west terminus of Pima Farms Road, west of the Scenic Drive alignment, within a portion of Section 29, Township 12 South, Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this Ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owners have authorized The Planning Center and Mattamy Tucson, LLC to submit applications to rezone 138 acres from 'RR' Resort and Recreation to 'F' Specific Plan ("this Rezoning"), amend the Marana 2010 General Plan from Rural Density Residential (RDR) to Master Planning Area (MPA), and to process a development agreement for the Rezoning Area; and

WHEREAS the Marana Planning Commission held a public hearing on November 12, 2014 and voted 6-0 to recommend that the Town Council approve this Rezoning and its associated General Plan Amendment, and to recommend that the Town Council approve the Lazy K Bar Development Agreement, subject to the recommended conditions plus one additional condition to the development agreement; and

WHEREAS The Marana Mayor and Town Council finds that the Lazy K Bar Ranch Development Agreement, depicted as Exhibit "B" attached to and incorporated in this ordinance by this reference, is consistent with the Marana General Plan with the proposed amendment, applicable specific plans, and relevant Town policies; and

WHEREAS the Marana Mayor and Town Council finds that this Rezoning, its associated General Plan Amendment, and the Lazy K Bar Ranch Development Agreement are in the best interest of the Town and its citizens and should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from 'RR' Resort and Recreation to 'F' Specific Pan, creating the Lazy K Bar Ranch Specific Plan, attached to and incorporated in this Ordinance by this reference.

Section 2. A minor amendment to the General Plan is hereby approved, changing the land use plan category for the Rezoning Area from Rural Density Residential (RDR) to Master Planning Area (MPA).

Section 3. The Lazy K Bar Ranch Development Agreement is hereby approved in the form attached to and incorporated by this reference in this Ordinance as Exhibit B, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

Section 4. This Rezoning is subject to the following conditions, the violation of which shall be treated in the same manner as a violation of the Town of Marana Land Development Code (but which shall not cause a reversion of this Rezoning), and which shall be binding on the Property Owners, the applicant, and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's Codes and Ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements.

2. The Property Owners shall dedicate the right-of-way for and design and construct the Scenic Drive improvements in accordance with the Lazy K Bar Ranch Development Agreement.

3. When there is a public trail easement on the adjacent property located west of the Lazy K Bar Ranch Specific Plan area, the Property Owners shall grant to the Town an easement for the construction and maintenance of a public trail accessible by the general public through the Lazy K Bar Ranch Property. The general alignment of the trail is delineated in the specific plan and detailed in the Lazy K Bar Ranch Development Agreement.

4. A drainage report must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of the preliminary plat.

5. The final design of all streets and circulation facilities, including the gated access and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of the final plat.

6. The maximum number of residential lots within the Rezoning Area shall not exceed 178.

7. All lots within the Rezoning Area shall be limited to one-story construction.

8. No approval, permit or authorization by the Town of Marana authorizes violation of any Federal or State law or regulation or relieves the applicant or the property owner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted

to determine any action necessary to assure compliance with applicable laws and regulations.

9. The Rezoning Area is within the intended water service area of the Town of Marana. Prior to approval of the preliminary plat, the Property Owners shall submit a Water Infrastructure and Phasing Plan (WIP), identifying water use, fire flow requirements, and all major on-site and off-site water facilities needed to serve the development, including but not limited to, well source, reservoir, and booster station infrastructure. This plan will be the basis for a Water Service Agreement to serve the Rezoning Area.

10. The Property Owners shall transfer to Marana, by the appropriate Arizona Department of Water Resources form, those water rights being IGR, Type I or Type II for the Town providing designation of assured water supply and water service to the Rezoning Area. If Type I or Type II is needed on the Rezoning Area, the Town and the Property Owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.

11. A sewer service agreement and master sewer plan shall be submitted by the Property Owners and accepted by the wastewater provider prior to the approval of any final plat or development plan for the Rezoning Area.

12. If federal permits shall be required for the development of the Rezoning Area, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office.

13. A 100% desert tortoise survey shall be completed by a qualified biologist at the Property Owners' expense and approved by the Town prior to the issuance of any grading permits in the Rezoning Area. Any Sonoran Desert tortoises found on the Rezoning Area shall be relocated at the Property Owners' expense.

14. Subdivision plats for the Rezoning Area shall be in substantial conformance with the Land Use Concept Plan set forth in the Lazy K Bar Ranch Specific Plan.

15. The Property Owners shall submit an annual report within 30 days of the anniversary of the Town Council's approval of the Lazy K Bar Ranch Specific Plan in accordance with the requirements defined in the Land Development Code.

16. Within 60 days after the adoption of this ordinance, the Property Owners shall provide the Marana Planning Department with twelve bound copies, and one electronic copy (in Microsoft Word format) of the Lazy K Bar Ranch Specific Plan, and an electronic copy (.jpeg or other suitable format) of the requested graphics of the Lazy K Bar Ranch Specific Plan.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 16th day of December, 2014.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

EXHIBIT "A"

PARCEL NO. 1:

THAT PORTION OF THE WEST HALF OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 29, FROM SAID POINT THE NORTH QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, A DISTANCE OF 2643.15 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 52 SECONDS WEST, 113.27 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3713.20 FEET, WITH A CHORD OF NORTH 88 DEGREES 37 MINUTES 04 SECONDS A DISTANCE OF 192.40 FEET, AND A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 192.42 FEET TO THE POINT OF BEGINNING ON THE ARC OF A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 10 MINUTES 56 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 189.43 FEET, WITH A CHORD OF SOUTH 31 DEGREES 58 MINUTES 04 SECONDS WEST, 172.88 FEET, AND A CENTRAL ANGLE OF 54 DEGREES 18 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 179.53 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 371.52 FEET, WITH A CHORD OF SOUTH 20 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 461.45 FEET, AND A CENTRAL ANGLE OF 76 DEGREES 47 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 497.88 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 84 DEGREES 03 MINUTES 26 SECONDS WEST, A DISTANCE OF 311.38 FEET;

THENCE NORTH 84 DEGREES 34 MINUTES 37 SECONDS WEST, A DISTANCE OF 315.23 FEET;

THENCE SOUTH 21 DEGREES 59 MINUTES 56 SECONDS WEST, A DISTANCE OF 369.74 FEET;

THENCE SOUTH 10 DEGREES 56 MINUTES 46 SECONDS EAST, A DISTANCE OF 393.95 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 731.21 FEET;

THENCE NORTH 09 DEGREES 26 MINUTES 54 SECONDS EAST, A DISTANCE OF 459.19 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 09 DEGREES 11 MINUTES 45 SECONDS EAST;

THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, WITH A CHORD OF NORTH 44 DEGREES 35 MINUTES 38 SECONDS WEST, A DISTANCE OF 244.54 FEET, AND A CENTRAL ANGLE OF 109 DEGREES 12 MINUTES 15 SECONDS FOR AN ARC DISTANCE OF 285.90 FEET TO A POINT OF TANGENCY;

THENCE NORTH 10 DEGREES 00 MINUTES 29 SECONDS EAST, A DISTANCE OF 138.16 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 565.13 FEET, WITH A CHORD OF NORTH 01 DEGREES 22 MINUTES 33 SECONDS EAST, A DISTANCE OF 169.64 FEET, AND A CENTRAL ANGLE OF 17 DEGREES 15 MINUTES 52 SECONDS FOR AN ARC DISTANCE OF 170.29 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 69 DEGREES 34 MINUTES 40 SECONDS EAST, A DISTANCE OF 388.00 FEET;

THENCE NORTH 44 DEGREES 35 MINUTES 41 SECONDS EAST, A DISTANCE OF 236.71 FEET;

THENCE NORTH 15 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 352.34 FEET;

THENCE SOUTH 74 DEGREES 15 MINUTES 10 SECONDS EAST, A DISTANCE OF 113.22 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 311.26 FEET, WITH A CHORD OF NORTH 88 DEGREES 17 MINUTES 59 SECONDS EAST, A DISTANCE OF 186.65 FEET, AND A CENTRAL ANGLE OF 34 DEGREES 53 MINUTES 43 SECONDS FOR AN ARC DISTANCE OF 189.57 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 1157.33 FEET, WITH A CHORD OF NORTH 83 DEGREES 11 MINUTES 23 SECONDS EAST, A DISTANCE OF 494.57 FEET, AND A CENTRAL ANGLE OF 24 DEGREES 40 MINUTES 30 SECONDS FOR AN ARC DISTANCE OF 498.42 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 84 DEGREES 28 MINUTES 22 SECONDS EAST, A DISTANCE OF 158.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 3713.20 FEET, WITH A CHORD OF 85 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 172.39 FEET, AND A CENTRAL ANGLE OF 02 DEGREES 39 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 172.41 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE WEST HALF OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, BEING A STRIP OF LAND 50.00 FEET WIDE LYING 25.00 FEET ONE EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SAID SECTION 29, FROM SAID POINT THE NORTH QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST 2,643.15 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 53 MINUTES 52 SECONDS WEST 113.27 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 3,713.20 FEET, WITH A CHORD OF NORTH 88 DEGREES 37 MINUTES 04 SECONDS WEST 192.40 FEET, AND A

CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 192.42 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH, SAID POINT BEING KNOWN AS "POINT 2094";

THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 3,713.20 FEET, WITH A CHORD OF NORTH 85 DEGREES 48 MINUTES 11 SECONDS WEST 172.39 FEET, AND A CENTRAL ANGLE OF 02 DEGREES 39 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 172.41 FEET TO A POINT OF TANGENCY;

THENCE NORTH 84 DEGREES 28 MINUTES 22 SECONDS WEST 158.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 1,157.33 FEET, WITH A CHORD OF SOUTH 83 DEGREES 11 MINUTES 23 SECONDS WEST 494.57 FEET, AND A CENTRAL ANGLE OF 24 DEGREES 40 MINUTES 30 SECONDS FOR AN ARC DISTANCE OF 498.42 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 311.26 FEET, WITH A CHORD OF SOUTH 88 DEGREES 17 MINUTES 59 SECONDS WEST 186.65 FEET, AND A CENTRAL ANGLE OF 34 DEGREES 53 MINUTES 43 SECONDS FOR AN ARC DISTANCE OF 189.57 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74 DEGREES 15 MINUTES 10 SECONDS WEST 227.65 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 590.08 FEET, WITH A CHORD OF NORTH 81 DEGREES 58 MINUTES 25 SECONDS WEST 158.55 FEET, AND A CENTRAL ANGLE OF 15 DEGREES 26 MINUTES 29 SECONDS FOR AN ARC DISTANCE OF 159.03 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 109.07 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, WITH A CHORD OF NORTH 81 DEGREES 53 MINUTES 15 SECONDS WEST 89.65 FEET, AND A CENTRAL ANGLE OF 15 DEGREES 36 MINUTES 48 SECONDS FOR AN ARC DISTANCE OF 89.93 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 73 DEGREES 52 MINUTES 07 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, WITH A CHORD OF SOUTH 31 DEGREES 15 MINUTES 47 SECONDS WEST 104.42 FEET, AND A CENTRAL ANGLE OF 30 DEGREES 15 MINUTES 49 SECONDS FOR AN ARC DISTANCE OF 105.64 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 46 DEGREES 23 MINUTES 42 SECONDS WEST 113.76 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 142.30 FEET, WITH A CHORD OF SOUTH 19 DEGREES 34 MINUTES 09 SECONDS WEST 128.43 FEET, AND A CENTRAL ANGLE OF 53 DEGREES 39 MINUTES 05 SECONDS FOR AN ARC DISTANCE OF 133.25 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 07 DEGREES 15 MINUTES 23 SECONDS EAST 151.20 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 565.13 FEET, WITH A CHORD OF SOUTH 01 DEGREES 22 MINUTES 33 SECONDS WEST 169.64 FEET, AND A CENTRAL ANGLE OF 17 DEGREES 15 MINUTES 52 SECONDS FOR AN ARC DISTANCE OF 170.29 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 10 DEGREES 00 MINUTES 29 SECONDS WEST 138.16 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, WITH A CHORD OF SOUTH 44 DEGREES 35 MINUTES 38 SECONDS EAST 244.54 FEET, AND A CENTRAL ANGLE OF 109 DEGREES 12 MINUTES 15 SECONDS FOR AN ARC DISTANCE OF 285.90 FEET TO THE POINT OF TERMINATION ON A NON-TANGENT LINE;

THE SIDELINES OF SAID STRIP OF LAND TO BE SHORTENED OR EXTENDED TO MEET AT ANGLE POINTS;

TOGETHER WITH A STRIP OF LAND 50.00 FEET WIDE LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT SAID "POINT 2094", SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 85 DEGREES 10 MINUTES 56 SECONDS EAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 189.43 FEET, WITH A CHORD OF SOUTH 31 DEGREES 58 MINUTES 04 SECONDS WEST 172.88 FEET, AND A CENTRAL ANGLE OF 54 DEGREES 18 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 179.53 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 371.52 FEET, WITH A CHORD OF SOUTH 20 DEGREES 43 MINUTES 32 SECONDS WEST 461.45 FEET, AND A CENTRAL ANGLE OF 76 DEGREES 47 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 497.88 FEET TO THE POINT OF TERMINATION ON A NON-TANGENT LINE;

THE SIDELINES OF SAID STRIP OF LAND TO BE SHORTENED OR EXTENDED TO MEET AT ANGLE POINTS.

PARCEL NO. 3:

THAT PORTION OF THE WEST HALF OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 29, FROM SAID POINT THE NORTH QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,643.15 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 00 DEGREES 06 MINUTES 08 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1305.29 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,250.00 FEET;

THENCE NORTH 10 DEGREES 56 MINUTES 46 SECONDS WEST, A DISTANCE OF 393.95 FEET;

THENCE NORTH 21 DEGREES 59 MINUTES 56 SECONDS EAST, A DISTANCE OF 369.74 FEET;

THENCE SOUTH 84 DEGREES 34 MINUTES 37 SECONDS EAST, A DISTANCE OF 315.23 FEET;

THENCE NORTH 84 DEGREES 03 MINUTES 26 SECONDS EAST, A DISTANCE OF 311.38 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE EAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 72 DEGREES 20 MINUTES 01 SECONDS WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 371.52 FEET, WITH A CHORD OF NORTH 20 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 461.45 FEET, AND A CENTRAL ANGLE OF 76 DEGREES 47 MINUTES 03 SECONDS FOR AN ARC DISTANCE OF 497.88 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 189.43 FEET, WITH A CHORD OF NORTH 31 DEGREES 58 MINUTES 04 SECONDS EAST, A DISTANCE OF 172.88 FEET AND A CENTRAL ANGLE OF 54 DEGREES 18 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 179.53 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 02 DEGREES 52 MINUTES 01 SECONDS WEST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 3,713.20 FEET, WITH A CHORD OF SOUTH 88 DEGREES 37 MINUTES 04 SECONDS EAST, A DISTANCE OF 192.40 FEET AND A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 09 SECONDS FOR AND ARC DISTANCE OF 192.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 89 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 113.27 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE TOWN OF MARANA IN GIFT DEED RECORDED AS DOCKET 13126, PAGE 490, RECORDS OF PIMA COUNTY, ARIZONA.

ALSO EXCEPTING THEREFROM, THAT PORTION OF SAID LAND LYING WITHIN AND SOUTHERLY OF THE NORTH LINE, OF THE PARCEL OF LAND CONVEYED TO RANCHO MANANA WEST, LLC, AN ARIZONA LIMITED LIABILITY COMPANY IN SPECIAL WARRANTY DEED RECORDED AS DOCKET 13044, PAGE 3720, RECORDS OF PIMA COUNTY, ARIZONA. SAID NORTH LINE TO BE EXTENDED OR SHORTENED AT TO TERMINATE ON THE WESTERLY AND EASTERLY BOUNDARY LINES OF SAID LAND ABOVE DESCRIBED.

TOGETHER WITH THAT PORTION OF ABANDONED SCENIC DRIVE CONTIGUOUS TO THE EAST LINE OF THE ABOVE DESCRIBED PROPERTY, AS SET FORTH IN DEED OF ABANDONMENT FROM THE TOWN OF MARANA RECORDED AS DOCKET 12413, PAGE 3547, RECORDS OF PIMA COUNTY, ARIZONA.

PARCEL NO. 4:

THAT PORTION OF THE WEST HALF OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 29, FROM SAID POINT THE NORTH QUARTER CORNER OF SAID SECTION 29 BEARS NORTH 00 DEGREES 05 MINUTES 54 SECONDS WEST, A DISTANCE OF 2,643.15 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 59 SECONDS WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 113.27 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 3,713.20 FEET, WITH A CHORD OF NORTH 87 DEGREES 17 MINUTES 15 SECONDS WEST, A DISTANCE OF 364.68 FEET AND A CENTRAL ANGLE OF 05 DEGREES 37 MINUTES 46 SECONDS FOR AN ARC DISTANCE OF 364.83 FEET TO A POINT OF TANGENCY;

THENCE NORTH 84 DEGREES 28 MINUTES 22 SECONDS WEST, A DISTANCE OF 158.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 1,157.33 FEET, WITH A CHORD OF SOUTH 83 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 494.57 FEET AND A CENTRAL ANGLE OF 24 DEGREES 40 MINUTES 30 SECONDS FOR AN ARC DISTANCE OF 498.42 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 311.26 FEET, WITH A CHORD OF SOUTH 88 DEGREES 17 MINUTES 59 SECONDS WEST, A DISTANCE OF 186.65 FEET, AND A CENTRAL ANGLE OF 34 DEGREES 53 MINUTES 43 SECONDS FOR AN ARC DISTANCE OF 189.57 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74 DEGREES 15 MINUTES 10 SECONDS WEST, A DISTANCE OF 113.22 FEET;

THENCE SOUTH 15 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 352.34 FEET;

THENCE SOUTH 44 DEGREES 35 MINUTES 41 SECONDS WEST, A DISTANCE OF 236.71 FEET;

THENCE NORTH 69 DEGREES 34 MINUTES 40 SECONDS WEST, A DISTANCE OF 388.00 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF NORTH 82 DEGREES 44 MINUTES 37 SECONDS EAST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A RADIUS OF 565.13 FEET, WITH A CHORD OF SOUTH 01 DEGREES 22 MINUTES 33 SECONDS WEST, A DISTANCE OF 169.64 FEET, AND A CENTRAL ANGLE OF 17 DEGREES 15 MINUTES 52 SECONDS FOR AN ARC DISTANCE OF 170.29 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 10 DEGREES 00 MINUTES 29 SECONDS WEST, A DISTANCE OF 138.16 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, WITH A CHORD OF SOUTH 44 DEGREES 35 MINUTES 38 SECONDS EAST, A DISTANCE OF 244.54 FEET, AND A CENTRAL ANGLE OF 109 DEGREES 12 MINUTES 15 SECONDS FOR AN ARC DISTANCE OF 285.90 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 09 DEGREES 26 MINUTES 54 SECONDS WEST, A DISTANCE OF 459.19 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH 89 DEGREES 58 MINUTES 25 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 630.64 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE NORTH 00 DEGREES 04 MINUTES 13 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 1,308.33 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 29;

THENCE NORTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF THE

NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 1,317.92 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH 89 DEGREES 57 MINUTES 34 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2,610.54 FEET TO A LINE 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00 DEGREES 05 MINUTES 54 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1,321.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF ABANDONED SCENIC DRIVE AS SET FORTH IN DEED OF ABANDONMENT FROM THE TOWN OF MARANA RECORDED AS DOCKET 12413, PAGE 3547, RECORDS OF PIMA COUNTY, ARIZONA.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND AS CONVEYED TO THE TOWN OF MARANA IN GIFT DEED RECORDED AS DOCKET 13126, PAGE 490, RECORDS OF PIMA COUNTY, ARIZONA.

WHEN RECORDED, RETURN TO:

Marana Town Clerk
11555 West Civic Center Drive
Marana, Arizona 85653

LAZY K BAR RANCH DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LKB RANCH, LLC, an Arizona limited liability company ("LKB Ranch"), LKB HOTEL, LLC, an Arizona limited liability company ("LKB Hotel"), and LKB RETAINED LAND, LLC ("LKBRL"), an Arizona limited liability company. LKB Ranch, LKB Hotel, and LKBRL are collectively referred to as the "Owner." The Town and the Owner are sometimes collectively referred to as the "Parties," either one of which is sometimes individually referred to as a "Party."

RECITALS

A. LKB Ranch is the current owner of a parcel of land bearing Pima County Assessor's parcel number 221-22-013E and referred to in this Agreement as the "Ranch Parcel," described as Parcels 2, 5, 6, and 7 in Exhibit A to this Agreement. LKB Hotel is the current owner of a parcel of land bearing Pima County Assessor's parcel number 221-22-013B and referred to in this Agreement as the "Hotel Parcel," described as Parcel 1 in Exhibit A to this Agreement. LKBRL is the current owner of parcels of land bearing Pima County Assessor's parcel numbers 221-22-013F and 221-22-013G and referred to in this Agreement together as the "LKBRL Parcel," described as Parcel 3 in Exhibit A to this Agreement. The Ranch Parcel, the Hotel Parcel and the LKBRL Parcel are referred to in this Agreement collectively as the "Owner's Land." The Owner's Land is located west of the Scenic Drive alignment and its intersection with Pima Farms Road.

B. The Owner's Land is the Project Site depicted in the Lazy K Bar Ranch Specific Plan adopted by Town of Marana Ordinance No. 2014._____.

C. The Parties anticipate that the Owner will develop the Owner's Land into a project containing a residential subdivision containing 178 lots and other uses consistent with the Lazy K Bar Ranch Specific Plan and this Agreement (the "Development").

D. In connection with the Development, the Town has requested the Owner to construct an extension of Scenic Drive on and off-site of Owner's Land from a point

approximately 400 feet south of Silverbell Road to the intersection of Pima Farms Road, as depicted on Exhibit B to this Agreement. The Owner is willing to dedicate a portion of the Owner's Land (the "New Right-of-Way" legally described in Exhibit C to this Agreement) and to construct the extension of Scenic Drive and related infrastructure improvements on the terms and conditions set forth in this Agreement. The improvements are referred to in this Agreement as the "Scenic Drive Improvements" and are described in Exhibit D to this Agreement, which also includes additional terms and conditions concerning the Scenic Drive Improvements.

E. The Development is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

F. The Development is in compliance with the Lazy K Bar Ranch Specific Plan.

G. The Town is authorized by A.R.S. § 9-500.05 to enter into a development agreement with a landowner or other person or entity having an interest in real property located within the Town to facilitate development of the property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

H. The Town has determined that the reopening of Scenic Drive is in the best interest of the region and will enhance circulation for the broader community.

I. Reopening Scenic Drive will benefit the Development and enhance overall traffic circulation within the area.

J. The Town entered into a Pre-Annexation and Development Agreement with LKB, L.L.C., an Arizona limited liability company, recorded in the office of the Recorder of Pima County, Arizona, on November 29, 2001, at Docket 11685, Page 3367 (the "2001 PADA").

K. The land area covered by the 2001 PADA included all of the Owner's Land which is the subject of this Agreement, plus some additional land not included in this Agreement.

L. As it applies to the Owner's Land, the Parties intend to terminate, supersede, and replace the 2001 PADA with this Agreement except as specifically provided in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement as though fully restated here, and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Term*. This Agreement shall become effective upon the later of its execution by all the Parties and the effective date of the Town Council ordinance approving this Agreement (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the 15th

anniversary of the Effective Date. The Town's reimbursement obligations under paragraph 10 below shall terminate when the Town has reimbursed the Owner for all of the Town's Share of Public Improvement Costs or on the 15th anniversary of the Effective Date, whichever occurs first.

2. *Construction of Scenic Drive Improvements*. As a condition of the Town's approval of the Development, and not as a separate legal obligation, the Owner must substantially complete construction of the Scenic Drive Improvements before seeking occupancy of any structure authorized by the Lazy K Bar Ranch Specific Plan other than model homes. Model home lots may not be sold until they have been released from subdivision assurances.

3. *Dedication of right-of-way; maintenance*. The Owner shall dedicate the New Right-of-Way to the Town upon completion of the Scenic Drive Improvements or as part of the final plat for the Development, whichever occurs first. Once the Scenic Drive Improvements are completed by the Owner and accepted by the Town, and the warranty has expired, the Town shall have full maintenance responsibility for the Scenic Drive Improvements. In exchange for and concurrently with the Owner's dedication of the New Right-of-Way to the Town, the Town shall abandon to the Owner pursuant to A.R.S. § 28-7203 the portion of the cul-de-sac bulb of right-of-way near the northeast corner of the Owner's Land that lies outside the 60-foot public right-of-way, as described and depicted in Exhibit E to this Agreement.

4. *Definitions*. The following definitions shall apply to this Agreement:

(A) "Construction Sales Tax Revenues" mean those portions of the Town's transaction privilege taxes (currently 4%) generated pursuant to Section 8-415 or 8-416 of the Marana Tax Code (or corresponding sections of successor codes) from construction contracting or speculative builder activities occurring as part of the Development (including but not limited to the construction of the Scenic Drive Improvements).

(B) "Development" is defined in recital C above.

(C) "Development Regulations" is defined in paragraph 5 below.

(D) "Owner's Land" is defined in recital A above.

(E) "Public Improvement Costs" means all costs, expenses, fees, transaction privilege taxes and charges actually incurred and paid by or on behalf of the Owner to contractors, architects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Scenic Drive Improvements and warranting them for one year after completion.

(F) "Reimbursement Account" means a separate account within the Town's General Fund or accounted for by an appropriate book or ledger entry designation for the purpose of making Reimbursement Payments.

(G) "Reimbursement Payments" is defined in paragraph 10 below.

(H) "Scenic Drive Improvements" is defined in recital D above and described in Exhibit D to this Agreement.

(I) "Town's Share of Public Improvement Costs" means 40% of all Public Improvement Costs.

5. *Development regulations*. The Development shall be governed by the Lazy K Bar Ranch Specific Plan. The Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the Effective Date shall apply to the extent not covered by the Lazy K Bar Ranch Specific Plan or this Agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations." In the event of any express conflict,

(A) The Lazy K Bar Ranch Specific Plan shall control over the terms of the Marana Development Code on all matters;

(B) The Lazy K Bar Ranch Specific Plan and the Marana Development Code shall control over the terms of this Agreement as to any zoning or other legislative matter; and

(C) This Agreement shall control over the terms of the Lazy K Bar Ranch Specific Plan and the Marana Development Code as to any administrative or procedural matter.

6. *Development review*. The Development shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Development. Upon the Owner's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the Development as may be requested by the Owner.

7. *Public improvements construction and reimbursement*. As a condition precedent to receiving Reimbursement Payments under paragraph 10 of this Agreement, and not as a separate contractual obligation, the Owner shall, in conjunction with its construction of the Development and in accordance with the State of Arizona and the Town public infrastructure construction procurement laws and procedures:

(A) Design and construct the Scenic Drive Improvements; and

(B) Pay all Public Improvement Costs as they become due.

8. *Reimbursement amount*. The Town shall make Reimbursement Payments to the Owner for the Town's Share of Public Improvement Costs pursuant to paragraph 10 below. The Owner shall submit to the Town quarterly statements showing the actual Public Improvement Costs incurred and paid to date for the Scenic Drive Improvements. Quarterly statements shall be provided until the total amount of all Reimbursement Payments to the Owner equals the Town's Share of Public Improvement Costs, when the Owner shall provide a final statement to the Town within 60 days. The Owner shall provide the Town with invoices or other backup information reasonably requested by the Town to confirm the accuracy of the Owner's quarterly statement of costs and contributions or credits.

9. *Reimbursement account*. The Town shall deposit the Construction Sales Tax Revenues into the Reimbursement Account as they are received from the Arizona Department of Revenue, beginning with the first such revenues generated from the Development and ending upon the expiration of this Agreement. Funds in the Reimbursement Account shall be reimbursed to the Owner pursuant to paragraph 10 below.

10. *Reimbursement payments*. The Town shall pay the Owner within the first 30 days of each calendar quarter the lesser of (i) the Town's Share of Public Improvement Costs and (ii) all funds in the Reimbursement Account ("Reimbursement Payments"). Reimbursement Payments shall begin the first calendar quarter after all of the following have occurred: (a) the Owner has incurred Public Improvement Costs for the Scenic Drive Improvements; (b) the Owner has submitted the first quarterly statement pursuant to paragraph 8 above; and the Town has received Construction Sales Tax Revenues generated by the Development. Any funds accrued in the Reimbursement Account and owed to the Owner for the Town's Share of Public improvement Costs but not yet disbursed to the Owner upon the expiration of this Agreement shall be paid to the Owner within 30 days after the expiration of this Agreement.

11. *Owner audit*. Not more than once each calendar year, the Owner may, at its own cost, audit Town sales tax returns and other appropriate financial records of the Town to assure prompt and accurate deposit into the Reimbursement Account of all revenues as required pursuant to this Agreement. The Owner audit authorized by this paragraph shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. Before the Owner audit occurs, the Owner shall obtain and provide to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose sales tax returns and other financial records are provided by the Town in connection with the audit.

12. *Annual report*. Within 45 days following the end of each Town fiscal year, the Town shall deliver to the Owner a report of all Construction Sales Tax Revenues generated by or attributable to the Development which have been utilized by the Town in determining the amount deposited into the Reimbursement Account. The report shall

be restricted to information that may be released by the Town without violating applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information. The report will not contain information capable of identifying confidential information of any particular taxpayer unless and until the Owner has obtained and provided to the Town written waivers of confidentiality sufficient to satisfy the requirements of Arizona Revised Statutes § 42-2003(A)(6) from each taxpayer whose confidential information is revealed in the report.

13. *Limitations*. During the Term of this Agreement, the Town shall not enter into any agreement or transaction which impairs the rights of the Owner under this Agreement, including, without limitation, the right to receive the Reimbursement Payments and the proceeds of the Reimbursement Account in accordance with the procedures established in this Agreement.

14. *Contractor and subcontractor disaggregation of tax information for the Development; release of tax information*. The Owner shall require each contractor and subcontractor responsible for the payment of construction sales tax for work attributable to the Development to separately report construction sales tax attributable to the Development. The Owner shall exercise reasonable efforts to obtain from each contractor and subcontractor doing work attributable to the Development a consent to release of tax information in a form reasonably acceptable to the Town. If the separate report required by this paragraph is not provided to the Town, the Town shall make a reasonable estimate of the Construction Sales Tax Revenues derived from the Development based on all information available to the Town, including information provided by the Owner, and the good faith certification by the Town's Finance Director shall be considered final and binding upon the Owner. The final certification of the Town's Finance Director shall be subject to all applicable laws that may prohibit or limit the dissemination or use of transaction privilege tax and related information.

15. *Permit and review fee waiver. The* Town will waive 40% of all plan review fees and inspection and construction permit fees for the Scenic Drive Improvements.

16. *Town review and approval of plans*. Except as expressly provided in this Agreement, the development and construction of the Scenic Drive Improvements is subject to the Town's normal plan submittal, review and approval procedures and construction inspection requirements.

17. *Development impact fees*. Nothing in this Agreement shall be construed as a waiver or reduction of development impact fees properly adopted by the Town pursuant to A.R.S. § 9-463.05 and applicable to the Development.

18. *Public trail dedication*. When there is a public trail easement on the adjacent property located west of the Owner's Land that connects to the Owner's Land, the Owner shall grant to the Town a permanent public trail easement in the designated open space in close proximity to the north boundary of the Owner's Land, extending from the east property boundary to the west property boundary of the Owner's Land. This trail easement shall generally follow the existing trail alignment to the extent it is

proximate to the northern boundary of the Owner's Land and complies with the design goals set forth in this paragraph. The easement shall be the minimum width necessary for the Town to construct and maintain a sustainable public trail, as reasonably determined by the Town of Marana Parks and Recreation Department, but in any event not wider than 30 feet (except by the Owner's consent). To the greatest extent reasonably possible, the grade and layout of the trail shall be designed so that water generally runs across the tread rather than down the tread. Based on direction and feedback provided by the Town of Marana Parks and Recreation Department, the Owner shall identify and reserve the easement on the subdivision plat for the Development. The trail easement shall be granted after the Town constructs the trail and the constructed trail alignment is legally described to the Parties' satisfaction based on survey or Global Positioning System equipment.

19. Effect on the 2001 PADA. This Agreement terminates, supersedes, and replaces the 2001 PADA as it applies to the Owner's Land except as follows:

(A) The provisions of subparagraph 3.2, relating to the oversizing of Town public water facilities, shall continue to apply to the Owner's Land.

(B) The Owner may continue to use the existing wells on the Owner's Land referred to in Section 6 of the PADA for construction and irrigation water until completion of the development of the Owner's Land.

20. *Cooperation and alternative dispute resolution*.

(A) *Appointment of representatives*. To further the commitment of the Parties to cooperate in the progress of the Development, the Town and the Owner each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner. The initial representative for the Town (the "Town Representative") shall be the Town Manager, and the initial representative for the Owner shall be James Shiner or a replacement to be selected by the Owner. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the Development.

(B) *Non-performance; remedies*. If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 21 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to

completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree that due to the size, nature and scope of the Development, and due to the fact that it may not be practical or possible to restore the property to its condition prior to Owner's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that either Party may have at law or in equity.

(C) *Mediation*. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45-day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by the Owner and the Town. If the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Owner shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town and the Owner. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

(D) *Arbitration*. After mediation, as provided for in this paragraph 16, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq*., and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

21. *Notices*. All notices, requests and other communications under this Agreement shall be given in writing and either (i) personally served on the party to whom it is given, or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by private overnight courier such as Federal Express or Airborne, or (iv) transmitted by facsimile (provided that a confirming copy of the facsimile transmission is mailed on the date of such transmission), addressed as follows:

If to the Town:

TOWN OF MARANA
11555 W. Civic Center Drive, Bldg. A3
Marana, Arizona 85653-7006
Telephone: (520) 382-1900
Fax: (520) 382-1901

If to the OWNER:

LKB HOTEL, LLC
LKB RANCH, LLC
LKB RETAINED LAND, LLC
4224 East Playa de Coronado
Tucson, Arizona 85718
Attn: James Shiner
Telephone: (520) 907-6436

All notices shall be deemed given when delivered or transmitted by facsimile or, if mailed as provided above, on the second day after the day of mailing, and if sent by overnight courier, on the next day after the date of deposit with the courier. Any party may change its address for the receipt of notices at any time by giving written notice thereof to the other parties in accordance with the terms of this section. The inability to deliver notice because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the effective receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

22. *Miscellaneous*.

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

(B) Time is of the essence of this Agreement.

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

(D) If either of the Parties fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees.

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

(F) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that (i) upon the conveyance of all of the Owner's Land to a single grantee, the grantor shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee; and (ii) in no event shall this Agreement be binding on or burden the property of a purchaser of a home in the Development.

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

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

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

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

The "OWNER":
LKB RANCH, LLC, an Arizona limited liability company

By: _____
James Shiner, Manager

Date: _____

LKB HOTEL, LLC, an Arizona limited liability company

By: _____
James Shiner, Manager

Date: _____

LKB RETAINED LAND, LLC, an Arizona limited liability company

By: _____
James Shiner, Manager

Date: _____

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by James Shiner, Manager of LKB Ranch, LLC, LKB Hotel, LLC and LKB Retained Land, LLC, each an Arizona limited liability company, on behalf of the LLCs.

(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A	Legal Description of the "Owner's Land"
Exhibit B	Depiction of Area of Extension of Scenic Drive and Typical Roadway Sections
Exhibit C	Legal Description of New Right-of-Way to be Dedicated to Town
Exhibit D	Description of and Specifications for Scenic Drive Improvements
Exhibit E	Legal Description and Depiction of Right-of-Way to be Abandoned by the Town

EXHIBIT A

Legal Description of the "Owner's Land"

First American Title	Commitment for Title Insurance BY FIRST AMERICAN TITLE INSURANCE COMPANY
Exhibit A	

File No.: -7001710A

LEGAL DESCRIPTION

Parcel 1 (Hotel Parcel)

That portion of the West Half (W ½) of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Center of said Section 29, from said point the North One-Quarter (N ¼) corner of said Section 29 bears North 00 degrees 05 minutes 54 seconds West, a distance of 2,643.15 feet;

Thence South 89 degrees 53 minutes 59 seconds West, a distance of 30.00 feet;

Thence South 89 degrees 53 minutes 52 seconds West, 113.27 feet to a point of curvature of a tangent curve concave to the North;

Thence Westerly along the arc of said curve, to the right, having a radius of 3,713.20 feet, with a chord of North 88 degrees 37 minutes 04 seconds West 192.40 feet, and a central angle of 02 degrees 58 minutes 09 seconds for an arc distance of 192.42 feet to the POINT OF BEGINNING on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 85 degrees 10 minutes 56 seconds East;

Thence Southwesterly along the arc of said curve, to the right, having a radius of 189.43 feet, with a chord of South 31 degrees 58 minutes 04 seconds West 172.88 feet, and a central angle of 54 degrees 18 minutes 00 seconds for an arc distance of 179.53 feet to a point of reverse curvature of a tangent curve concave to the East;

Thence Southerly along the arc of said curve, to the left, having a radius of 371.52 feet, with a chord of South 20 degrees 43 minutes 32 seconds West 461.45 feet, and a central angle of 76 degrees 47 minutes 03 seconds for an arc distance of 497.88 feet to a non-tangent line;

Thence South 84 degrees 03 minutes 26 seconds West a distance of 311.38 feet;

Thence North 84 degrees 34 minutes 37 seconds West, a distance of 315.23 feet;

Thence South 21 degrees 59 minutes 56 seconds West, a distance of 369.74 feet;

Thence South 10 degrees 56 minutes 46 seconds East, a distance of 393.95 feet to the South line of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 89 degrees 58 minutes 25 seconds West, along said South line, a distance of 731.21 feet;

Thence North 09 degrees 26 minutes 54 seconds East, 459.19 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 09 degrees 11 minutes 45 seconds East;

Thence Westerly and Northerly along the arc of said curve, to the right, having a radius of 150.00 feet, with a chord of North 44 degrees 35 minutes 38 seconds West 244.54 feet, and a central angle of 109 degrees 12 minutes 15 seconds for an arc distance of 285.90 feet to a point of tangency;

Exhibit A
(Continued)

Thence North 10 degrees 00 minutes 29 seconds East a distance of 138.16 feet to a point of curvature of a tangent curve concave to the West;

Thence Northerly along the arc of said curve, to the left, having a radius of 565.13 feet, with a chord of North 01 degrees 22 minutes 33 seconds East 169.64 feet, and a central angle of 17 degrees 15 minutes 52 seconds for an arc distance of 170.29 feet to a non-tangent line;

Thence South 69 degrees 34 minutes 40 seconds East 388.00 feet;

Thence North 44 degrees 35 minutes 41 seconds East 236.71 feet;

Thence North 15 degrees 44 minutes 50 seconds East, 352.34 feet;

Thence South 74 degrees 15 minutes 10 seconds East, 113.22 feet to a point of curvature of a tangent curve concave to the North;

Thence Easterly along the arc of said curve, to the left, having a radius of 311.26 feet, with a chord of North 88 degrees 17 minutes 59 seconds East 186.65 feet, and a central angle of 34 degrees 53 minutes 43 seconds for an arc distance of 189.57 feet to a point of reverse curvature of a tangent curve concave to the South;

Thence Easterly along the arc of said curve, to the right, having a radius of 1,157.33 feet, with a chord of North 83 degrees 11 minutes 23 seconds East 494.57 feet, and a central angle of 24 degrees 40 minutes 30 seconds for an arc distance of 498.42 feet to a point of tangency;

Thence South 84 degrees 28 minutes 22 seconds East, a distance of 158.24 feet to a point of curvature of a tangent curve concave to the North;

Thence Easterly along the arc of said curve, to the left, having a radius of 3,713.20 feet, with a chord of South 85 degrees 48 minutes 11 seconds 172.39 feet, and a central angle of 02 degrees 39 minutes 37 seconds for an arc distance of 172.41 feet to the POINT OF BEGINNING;

(JV Arb 96)

Parcel 2

That portion of the West Half (W ½) of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Center of said Section 29, from said point the North One-Quarter (N ¼) corner of said Section 29 bears North 00 degrees 05 minutes 54 seconds West, a distance of 2,643.15 feet;

Thence South 89 degrees 53 minutes 59 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING;

Thence South 89 degrees 53 minutes 52 seconds West, 113.27 feet to a point of curvature of a tangent curve concave to the North;

Thence Westerly along the arc of said curve, to the right, having a radius of 3,713.20 feet, with a chord of North 87 degrees 17 minutes 15 seconds West 364.68 feet, and a central angle of 05 degrees 37 minutes 46 seconds for an arc distance of 364.83 feet to a point of tangency;

Thence North 84 degrees 28 minutes 22 seconds West 158.24 feet to a point of curvature of a tangent curve concave to the South;

Exhibit A
(Continued)

Thence Westerly along the arc of said curve, to the left, having a radius of 1,157.33 feet, with a chord of South 83 degrees 11 minutes 23 seconds West 494.57 feet, and a central angle of 24 degrees 40 minutes 30 seconds for an arc distance of 498.42 feet to a point of reverse curvature of a tangent curve concave to the North;

Thence Westerly along the arc of said curve, to the right, having a radius of 311.26 feet, with a chord of South 88 degrees 17 minutes 59 seconds West 186.65 feet, and a central angle of 34 degrees 53 minutes 43 seconds for an arc distance of 189.57 feet to a point of tangency;

Thence North 74 degrees 15 minutes 10 seconds West 113.22 feet;

Thence South 15 degrees 44 minutes 50 seconds West 352.34 feet;

Thence South 44 degrees 35 minutes 41 seconds West 236.71 feet;

Thence North 69 degrees 34 minutes 40 seconds West 388.00 feet to a point on the arc of a non-tangent curve concave to the West, a radial line of said curve through said point having a bearing of North 82 degrees 44 minutes 37 seconds East;

Thence Southerly along the arc of said curve, to the right, having a radius of 565.13 feet, with a chord of South 01 degrees 22 minutes 33 seconds West 169.64 feet, and a central angle of 17 degrees 15 minutes 52 seconds for an arc distance of 170.29 feet to a point of tangency;

Thence South 10 degrees 00 minutes 29 seconds West 138.16 feet to a point of curvature of a tangent curve concave to the Northeast;

Thence Southerly and Easterly along the arc of said curve, to the left, having a radius of 150.00 feet, with a chord of South 44 degrees 35 minutes 38 seconds East, 244.54 feet, and a central angle of 109 degrees 12 minutes 15 seconds for an arc distance of 285.90 feet to a non-tangent line;

Thence South 09 degrees 26 minutes 54 seconds West 459.19 feet to the South line of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 89 degrees 58 minutes 25 seconds West, along said South line, a distance of 630.64 feet to the West line of said Southwest One-Quarter (SW 1/4);

Thence North 00 degrees 04 minutes 13 seconds West, along said West line, a distance of 1,308.33 feet to the West One-Quarter corner of said Section 29;

Thence North 00 degrees 04 minutes 23 seconds West, along the West line of the Northwest One-Quarter (NW ¼) of said Section 29, a distance of 1,317.92 feet to the North line of the South One-Half (S ½) of the Northwest One-Quarter (NW ¼) of said Section 29;

Thence North 89 degrees 57 minutes 43 seconds East, along said North line, a distance of 2,610.54 feet to a line 30.00 feet West of and parallel with the East line of said Northwest One-Quarter (NW ¼);

Thence South 00 degrees 05 minutes 54 seconds East, along said parallel line, a distance of 1,321.61 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM that portion conveyed to the Town of Marana in Deed recorded in Docket 12413 at page 3583 and corrected in Docket 13126 at page 490, and being described as follows:

A portion of that parcel described in Docket 10965 at page 3918, said portion being in the South Half of the Northwest Quarter of said Section 29, as follows:

Exhibit A
(Continued)

Commencing at a brass cap survey monument stamped L.S. 12122 at the center of said Section 29 from which a ½ inch rebar with no tag at the North Quarter corner of said Section 29 lies North 00 degrees 05 minutes 54 seconds West, a distance of 2643.08 feet;

Thence North 00 degrees 05 minutes 54 seconds West, along the North-South midsection line of said Section 29, a distance of 1,201.54 feet to its intersection with the Easterly projection of the Southerly line of said parcel;

Thence South 89 degrees 57 minutes 26 seconds West, along said Easterly projection, a distance of 30.00 feet to its intersection with the Westerly right-of-way line of Scenic Drive, Road Proceedings No. 255, records of Pima County, Arizona;

Thence North 00 degrees 05 minutes 54 seconds West along said Westerly right-of-way line, a distance of 159.13 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of South 19 degrees 22 minutes 22 seconds West, said point being the Point of Beginning;

Thence Northwesterly and Northeasterly along the arc of said curve, to the right, having a radius of 45.00 feet and a central angle of 125 degrees 40 minutes 44 seconds for a arc distance of 98.71 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

Thence Northeasterly along the arc of said curve, to the left, having a radius of 25.00 feet and a central angle of 55 degrees 09 minutes 00 seconds for an arc distance of 24.06 feet to a point of cusp, said point being on the Westerly right-of-way line of said Scenic Drive;

Thence South 00 degrees 05 minutes 54 seconds East along said Westerly right-of-way line, a distance of 99.87 feet to the POINT OF BEGINNING.

(JV Arb 99)

Parcel 3

That portion of the West Half (W ½) of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the Center of said Section 29, from said point the North One-Quarter (N ¼) corner of said Section 29 bears North 00 degrees 05 minutes 54 seconds West, a distance of 2,643.15 feet;

Thence South 89 degrees 53 minutes 59 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING on a line 30.00 feet West of and parallel with the East line of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 00 degrees 06 minutes 08 seconds East, along said parallel line, a distance of 1,305.29 feet to the South line of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29;

Thence South 89 degrees 58 minutes 25 seconds West, along said South line, a distance of 1,250.00 feet;

Thence North 10 degrees 56 minutes 46 seconds West 393.95 feet;

Thence North 21 degrees 59 minutes 56 seconds East 369.74 feet;

Thence South 84 degrees 34 minutes 37 seconds East 315.23 feet;

Exhibit A
(Continued)

Thence North 84 degrees 03 minutes 26 seconds East 311.38 feet to a point on the arc of a non-tangent curve concave to the East, a radial line of said curve through said point having a bearing of South 72 degrees 20 minutes 01 seconds West;

Thence Northerly along the arc of said curve, to the right, having a radius of 371.52 feet, with a chord of North 20 degrees 43 minutes 32 seconds East 461.45 feet, and a central angle of 76 degrees 47 minutes 03 seconds for an arc distance of 497.88 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

Thence Northeasterly along the arc of said curve, to the left, having a radius of 189.43 feet, with a chord of North 31 degrees 58 minutes 04 seconds East 172.88 feet, and a central angle of 54 degrees 18 minutes 00 seconds for an arc distance of 179.53 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of South 02 degrees 52 minutes 01 seconds West;

Thence Easterly along the arc of said curve, to the left, having a radius of 3,713.20 feet, with a chord of South 88 degrees 37 minutes 04 seconds East 192.40 feet, and a central angle of 02 degrees 58 minutes 09 seconds for an arc distance of 192.42 feet to a point of tangency;

Thence North 89 degrees 53 minutes 52 seconds East a distance of 113.27 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that portion conveyed to the Town of Marana in Deed recorded in Docket 12413 at page 3583 and corrected in Docket 13126 at page 490, and being described as follows:

A portion of that parcel described in Docket 12253 at page 4601, said portion being in the North Half of the Southwest Quarter of said Section 29, as follows:

Commencing at the Southeast corner of the North Half of the Southwest Quarter of said Section 29 from which the center of said Section 29 lies North 00 degrees 06 minutes 21 seconds West, a distance of 1305.17 feet;

Thence North 00 degrees 06 minutes 21 seconds West along the Easterly line of said North Half, a distance of 66.74 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of South 19 degrees 34 minutes 38 seconds East;

Thence Westerly along the arc of said curve, to the right, having a radius of 45.00 feet and a central angle of 38 degrees 56 minutes 33 seconds for an arc distance of 30.59 feet to a point on the Westerly right-of-way line of Scenic Drive, Road Proceedings No. 255, records of Pima County, Arizona, said point also being the Point of Beginning at a point of compound curvature of a tangent curve concave to the East;

Thence Northwesterly and Northeasterly along the arc of said curve, to the right, having a radius of 45.00 feet and a central angle of 125 degrees 40 minutes 44 seconds for an arc distance of 98.71 feet to a point of reverse curvature of a tangent curve concave to the Northwest;

Thence Northeasterly along the arc of said curve to the left, having a radius of 25.00 feet and a central angle of 55 degrees 09 minutes 00 seconds for an arc distance of 24.06 feet to a point of cusp, said point being on the Westerly right-of-way line of said Scenic Drive;

Thence South 00 degrees 06 minutes 21 seconds East, along the Westerly right-of-way line, a distance of 99.87 feet to the Point of Beginning.

FURTHER EXCEPTING THEREFROM that portion conveyed to Rancho Manana West, LLC, an Arizona limited liability company, by Deed recorded in Docket 13044 at page 3720, described as follows:

That portion of the North One-Half (N ½) of the Southwest One-Quarter (SW ¼) of said Section 29, described as follows:

Exhibit A
(Continued)

Commencing at a LCP at the Southeast corner of said North One-Half (N ½), from said point a Brass Capped Survey Monument "R.L.S. 12122" at the Northeast corner of said Southwest Quarter (SW ¼) bears North 00 degrees 05 minutes 08 seconds West 1305.33 feet;

Thence South 89 degrees 58 minutes 25 seconds West, along the South line of said North One-Half (N ½) of the Southwest One-Quarter (SW ¼), a distance of 30.00 feet to a ½" IP "RLS14145 at the Point of Beginning on a line 30.00 feet Westerly of and parallel with the East line of said Southwest One-Quarter;

Thence continue South 89 degrees 58 minutes 25 seconds West, along the South line of said North One-Half (N ½) of the Southwest One-Quarter (SW ¼), a distance of 1,146.07 feet to a ½" IP "RLS14145";

Thence North 24 degrees 48 minutes 19 seconds West 426.04 feet to a ½" IP "RLS 14145";

Thence North 21 degrees 59 minutes 56 seconds East 326.54 feet to a ½" IP "RLS 14145";

Thence South 88 degrees 21 minutes 37 seconds East 330.97 feet to a lead plug/tag "RLS 14145";

Thence North 84 degrees 03 minutes 26 seconds East 311.63 feet to a ½" IP "RLS 14145";

Thence North 89 degrees 53 minutes 52 seconds East 560.46 feet to ½" IP "RLS 14145" on a line 30.00 feet Westerly of and parallel with said East line of Southwest One-Quarter (SW ¼);

Thence South 00 degrees 06 minutes 08 seconds East, along said parallel line, a distance of 546.10 feet to a ½" no tag (added tag "RLS 14145") at a point of curvature of a tangent curve concave to the Northwest, said point being on the West line of the parcel described in docket 12413 at page 3583, Pima County Recorder's Office, Pima County, Arizona;

Thence Southwesterly, along said Westerly line, along the arc of said curve, to the right, having a radius of 25.00 feet, with a chord of South 27 degrees 28 minutes 24 seconds West 23.15 feet, and a central angle of 55 degrees 09 minutes 00 seconds for an arc distance of 24.06 feet to a ½" IP "RLS 15342" at a point of reverse curvature of a tangent curve concave to the East;

Thence Southwesterly and Southeasterly along the arc of said curve, to the left, having a radius of 45.00 feet, with a chord of South 07 degrees 47 minutes 30 seconds East 80.08 feet, and an central angle of 125 degrees 40 minutes 44 seconds for an arc distance of 98.71 feet to a ½" IP "RLS 15342" on a non-tangent line 30.00 feet Westerly of and parallel with the East line of said Southwest One-Quarter (SW ¼);

Thence South 00 degrees 06 minutes 08 seconds East, along said parallel line, a distance of 66.70 feet to the Point of Beginning.

(JV Arb 101 & portion of 100)

Parcel 4

Easements for ingress, egress and utilities as set forth in Reciprocal Easement and Use Agreement recorded in Docket 12253 at page 4606, as affected by Partial Release recorded in Docket 13044 at page 3715.

Parcel 5

All that portion of the Westerly One-Half right-of-way of Scenic Drive, Road Proceedings No. 255, Records of Pima County, Arizona, lying adjacent to the Easterly line of that parcel described in Docket 10965 at page 3918, Records of said Pima County, Arizona, said portion being in the South Half of the Northwest Quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Exhibit A
(Continued)

Commencing at a brass cap survey monument stamped L.S. 12122 at the center of said Section 29 from which a ½ rebar with no tag at the North Quarter corner of said Section 29 lies North 00 degrees 05 minutes 54 seconds West, a distance of 2643.08 feet;

Thence North 00 degrees 05 minutes 54 seconds West, along the North-South Mid-Section line of said Section 29, a distance of 1,021.54 feet to its intersection with the Easterly projection of the Southerly line of said parcel, said intersection being the POINT OF BEGINNING;

Thence South 89 degrees 57 minutes 26 seconds West, along said Easterly projection, a distance of 30.00 feet to its intersection with the Westerly right-of-way line of said Scenic Drive;

Thence North 00 degrees 05 minutes 54 seconds West, along said Westerly right-of-way line, a distance of 159.13 feet to a point on the arc of a non-tangent curve concave to the North, a radial line of said curve through said point having a bearing of South 19 degrees 22 minutes 22 seconds West;

Thence Easterly along the arc of said curve, to the left, having a radius of 45.00 feet and a central angle of 38 degrees 56 minutes 33 seconds for an arc distance of 30.59 feet to its intersection with the North-South Mid-Section line of said Section 29;

Thence South 00 degrees 05 minutes 54 seconds East, along said North-South Mid-Section line, a distance of 159.16 feet to the POINT OF BEGINNING.

Parcel 6

All that portion of the Westerly One-Half right-of-way of Scenic Drive, Road Proceedings No. 255, Records of Pima County, Arizona, lying adjacent to the Easterly line of that parcel described in Docket 10965 at page 3918, Records of said Pima County, Arizona, said portion being in the South Half of the Northwest Quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Commencing at the center of said Section 29;

Thence Northerly along the North-South Mid-Section line of said Section 29 to its intersection with the Westerly projection of the Northerly right-of-way line of Pima Farms Road as shown in Book 2 of Road Maps at page 101, records of Pima County, Arizona, said intersection being the POINT OF BEGINNING;

Thence Westerly along said Westerly projection to its intersection with the Westerly right-of-way line of said Scenic Drive;

Thence Northerly along said Westerly right-of-way line to its intersection with a line 300 feet South of and parallel with the Northerly line of the South Half of the Northwest Quarter of said Section 29;

Thence Easterly along said parallel line to its intersection with the Easterly line of the Northwest Quarter of said Section 29 also being the centerline of Scenic Drive;

Thence Southerly along said Easterly line and along said centerline to the POINT OF BEGINNING.

Parcel 7

All that portion of the Easterly One-Half right-of-way of Scenic Drive, Road Proceedings No. 255, Records of Pima County, Arizona, lying adjacent to that parcel described in Docket 11445 at page 1570, Records of said Pima County, Arizona, said portion being in the South Half of the Northeast Quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

Exhibit A
(Continued)

Commencing at a brass cap survey monument stamped L.S. 12122 at the center of said Section 29 from which a 1/2 inch rebar with no tag at the North Quarter corner of said Section 29 lies North 00 degrees 05 minutes 54 seconds West, a distance of 2643.08 feet;

Thence North 00 degrees 05 minutes 54 seconds West along the North-South Mid-Section line of said Section 29, a distance of 30.00 feet to its intersection with the Westerly projection of the Northerly right-of-way line of Pima Farms Road as shown in Book 2 of Road Maps at page 101, Records of Pima County, Arizona, said intersection being the POINT OF BEGINNING;

Thence North 00 degrees 05 minutes 54 seconds West, continuing along said North-South Mid-Section line, a distance of 1,150.70 feet to a point on the arc of a non-tangent curve concave to the Northwest, a radial line of said curve through said point having a bearing of South 19 degrees 34 minutes 10 seconds East;

Thence Northeasterly along the arc of said curve, to the left, having a radius of 45.00 feet and a central angle of 70 degrees 31 minutes 44 seconds for an arc distance of 55.39 feet to a point of cusp, said point being on the Easterly right-of-way line of said Scenic Drive;

Thence South 00 degrees 05 minutes 54 seconds East along said Easterly right-of-way line, a distance of 1,193.20 feet to its intersection with the Northerly right-of-way line of said Pima Farms Road;

Thence North 89 degrees 57 minutes 40 seconds West along the Westerly projection of said Northerly right-of-way line, a distance of 30.00 feet to the POINT OF BEGINNING.

EXHIBIT B

Depiction of Area of Extension of Scenic Drive and Typical Roadway Sections

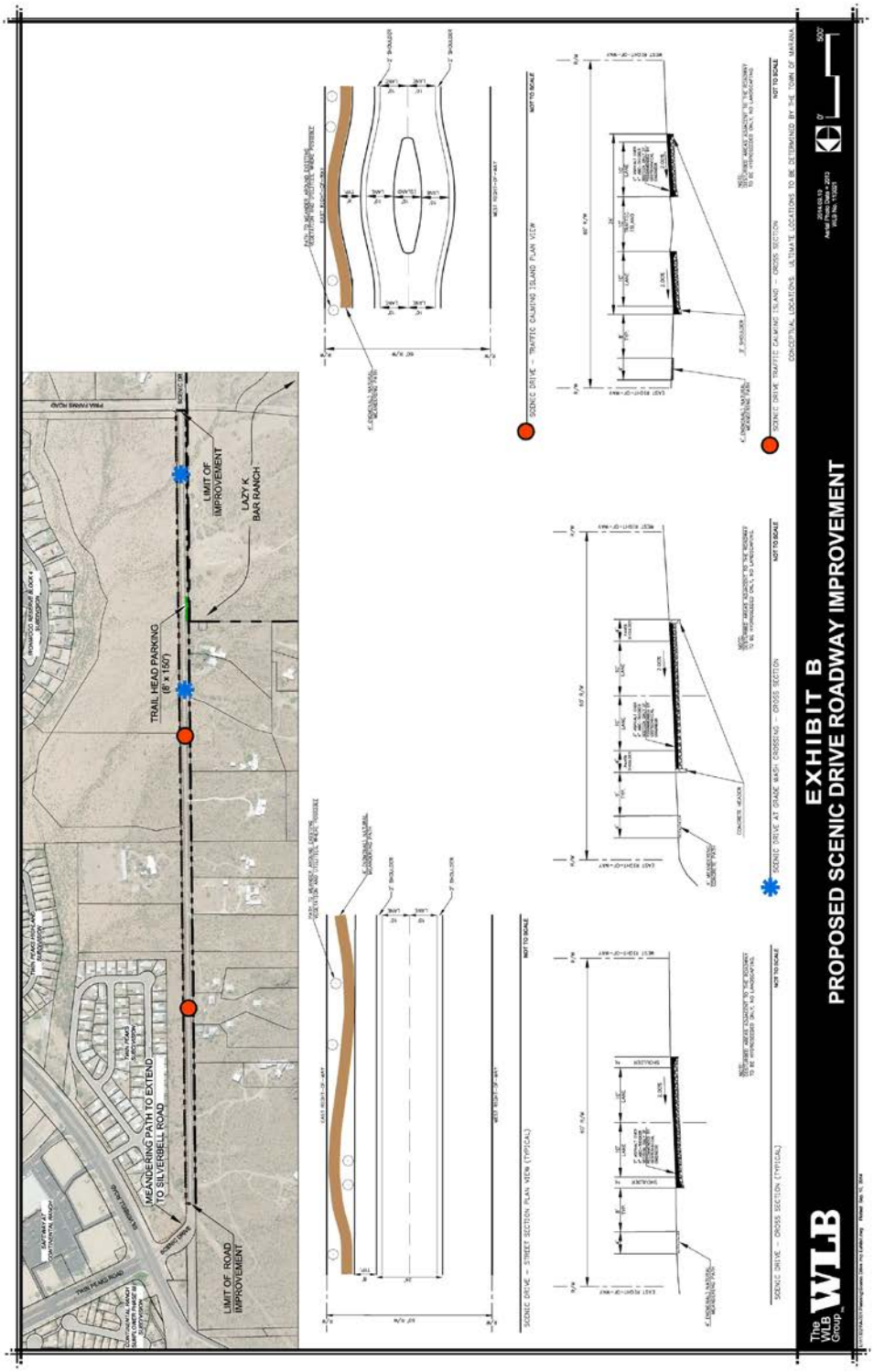


EXHIBIT C

Legal Description of New Right-of-Way to be Dedicated to Town

August 8, 2014
WLB No. 113021-B-001
W:\LEGALS\113021\Scenic Drive legal description.doc

The WLB Group Inc.

LEGAL DESCRIPTION
PUBLIC RIGHT-OF-WAY

A parcel of land lying within Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows;

COMMENCING at the North Quarter Corner of said Section 29;

THENCE S 00°05'59" E, along the North – South mid-section line of said section 29, a distance of 1462.48 feet to a point on the arc of a non-tangent curve concave to the Northwest, said point being the **POINT OF BEGINNING;**

THENCE Northeasterly, along the arc of said curve to the left, having a radius of 45.00 feet, a central angle of 66°10'33", with a radial bearing in of N 19°22'48" W and a radial bearing out of N 85°33'21" W, for an arc length of 51.97 feet to a point of non-tangency;

THENCE S 00°05'59" E, a distance of 1189.63 feet to the North line of Pima Farms Road as shown on Book 2, Road Maps, Page 101, Pima County Records;

THENCE N 89°58'07" W, along said North line, a distance of 60.00 feet;

THENCE N 00°05'59" W, a distance of 1150.68 feet to the beginning of a non-tangent curve concave to the North

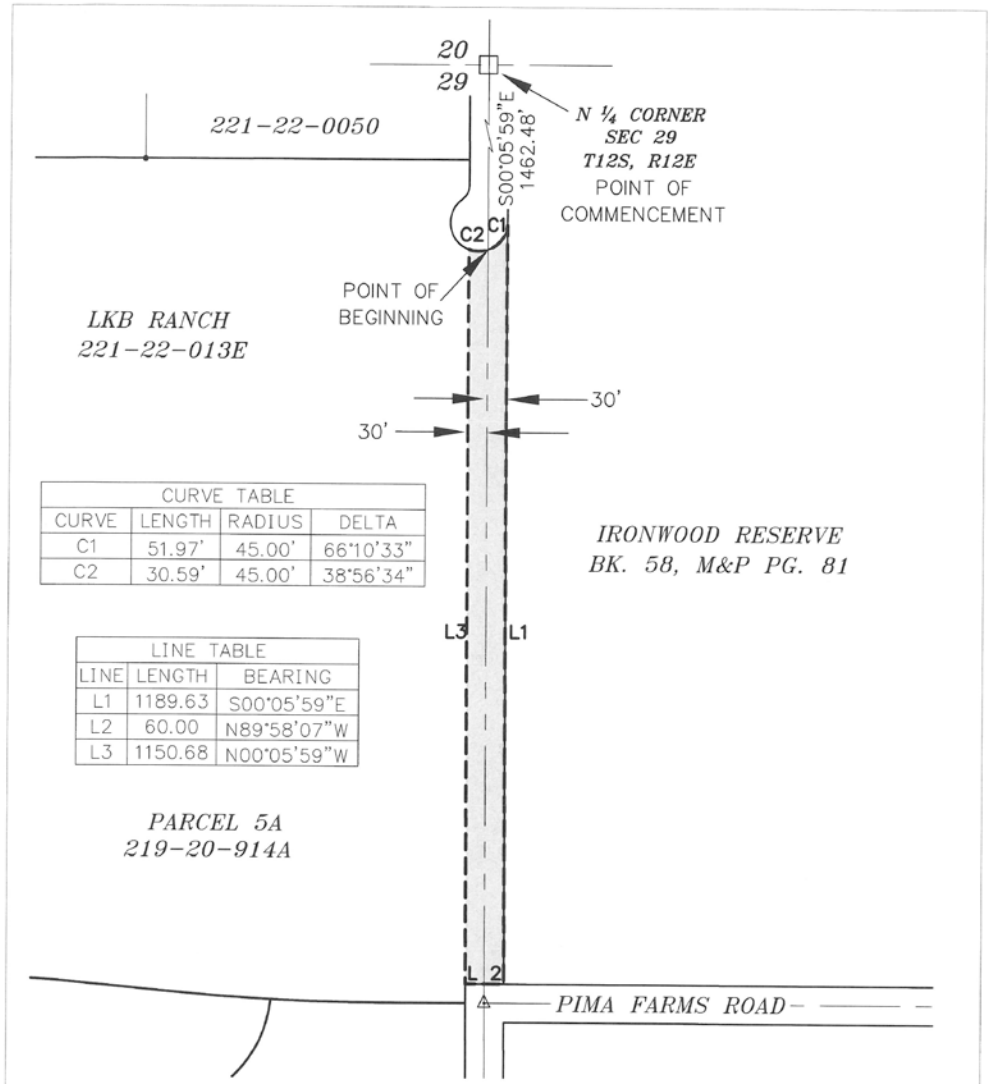
THENCE Easterly, along the arc of said curve to the left, having a radius of 45.00 feet, a central angle of 38°56'34", with a radial bearing in of S 19°33'46" W and a radial bearing out of S 19°22'48" E, for an arc length of 30.59 feet to the **POINT OF BEGINNING**,

Prepared By:
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121



EXPIRES 3-31-2015



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	51.97'	45.00'	66°10'33"
C2	30.59'	45.00'	38°56'34"

LINE TABLE		
LINE	LENGTH	BEARING
L1	1189.63	S00°05'59"E
L2	60.00	N89°58'07"W
L3	1150.68	N00°05'59"W

EXHIBIT TO ACCOMPANY DESCRIPTION OF
PUBLIC RIGHT-OF-WAY

SCENIC DRIVE

SECTION 29, T-12S, R-12E, G.S.R.M.,
PIMA COUNTY, ARIZONA

1"=200'

The WLB Group Inc. WLB

WLB No. 113021-B-001-1003
N:\113021\survey\Scenic Dr ROW.dwg

SHEET 2 OF 2

EXHIBIT D

Description of and Specifications for Scenic Drive Improvements

1. The Scenic Drive roadway section shall consist of two ten-foot travel lanes with two-foot shoulders on each side (for a total width of 24 feet). The roadway shall be built with a thickened asphalt edge, no curb, and 2" asphalt over 4" aggregate base (unless a thicker section is recommended by the project geotechnical engineer. Concrete toe-downs at wash edges will be included in an additional shoulder with a total width of four feet. The only landscaping of the road and the path (described below) shall be hydroseeding of disturbed areas. The typical Scenic Drive roadway section as described above is depicted in Exhibit B to this Agreement.

2. The Scenic Drive roadway section shall be constructed from Pima Farms Road to approximately 400 feet south of the Silverbell Road intersection (nominally the point where Scenic Drive becomes a striped roadway in its current state).

3. There shall be a four-foot stabilized decomposed granite natural path meandering along the east side of Scenic Drive from Pima Farms Road to Silverbell Road, routed to minimize disturbance to existing vegetation with concrete paving at the two wash crossings. No sidewalk shall be required in addition to the path.

4. All drainage crossings shall be at-grade with no drainage culverts.

5. A minimum of two traffic calming islands with no curb shall be included at locations to be determined by the Town with input from the neighbors; a third island shall be included if a suitable location with adequate spacing can be determined with input from the Town and neighbors. No more than three traffic calming islands shall be installed as part of the Scenic Drive Improvements. When the road is separated at the islands, an additional one foot of pavement will be added along the inside of the driving lane such that the paving width at the islands is thirteen feet per side.

6. For a distance of at least 150 linear feet along the west shoulder of Scenic Drive south of the northern boundary of the Development, an additional eight feet width of pavement (for a total Scenic Drive width of 32 feet in this 150-foot length of Scenic Drive) shall be built to accommodate future public trail parking. Until the trail is open to the public, the Town shall install and maintain "no parking" signs in this area.

7. No improvements will be made to the intersection of Scenic Drive and Silverbell Road.

8. No improvements will be made to Pima Farms Road.

9. Except for the New Right-of-Way described in recital D and Exhibit C, no additional right-of-way or easements shall be required for the Scenic Drive Improvements. If additional right-of-way or easements become required by the Town for the construction of the Scenic Drive Improvements, it shall be the Town's obligation to obtain such right-of-way or easements at no cost to the Owner.

10. The Scenic Drive Improvements shall include the costs of any necessary utility relocations associated with the construction and any permits and approvals from Pima County for the construction. The Town and the Owner will work cooperatively and make reasonable revisions to the design of the Scenic Drive Improvements to minimize utility relocations.

EXHIBIT E

Legal Description and Depiction of Right-of-Way to be Abandoned by the Town

August 22, 2014
WLB No. 113021-B-001
W:\LEGALS\113021\Scenic Drive CDS abandon.doc

LEGAL DESCRIPTION
PUBLIC RIGHT-OF-WAY
TO BE ABANDONDED

That certain portion of public right-of-way as described in Docket 13126, Page 490, Pima County Records, lying within Section 29, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows;

COMMENCING at the North Quarter Corner of said Section 29;

THENCE S 00°05'59" E, along the North – South mid-section line of said section 29, a distance of 1362.51 feet

THENCE S 89°54'01" W, a distance of 30.00 feet to a point on the West right-of-way of Scenic Drive and the beginning of a non-tangent curve concave to the Northwest, said point being the **POINT OF BEGINNING;**

THENCE Southwesterly, along the arc of said curve to the right, having a radius of 25.00 feet, a central angle of 55°09'00", with a radial bearing in of N 89°54'01" E and a radial bearing out of S 34°56'58" E, for an arc length of 24.06 feet to a point of reverse curvature;

THENCE Southeasterly, along the arc of said reverse curve to the left, having a radius of 45.00 feet, a central angle of 125°40'44", the chord of which bears S 07°47'20" E, a distance of 80.08 feet, for an arc length of 98.71 feet to said West right-of-way;

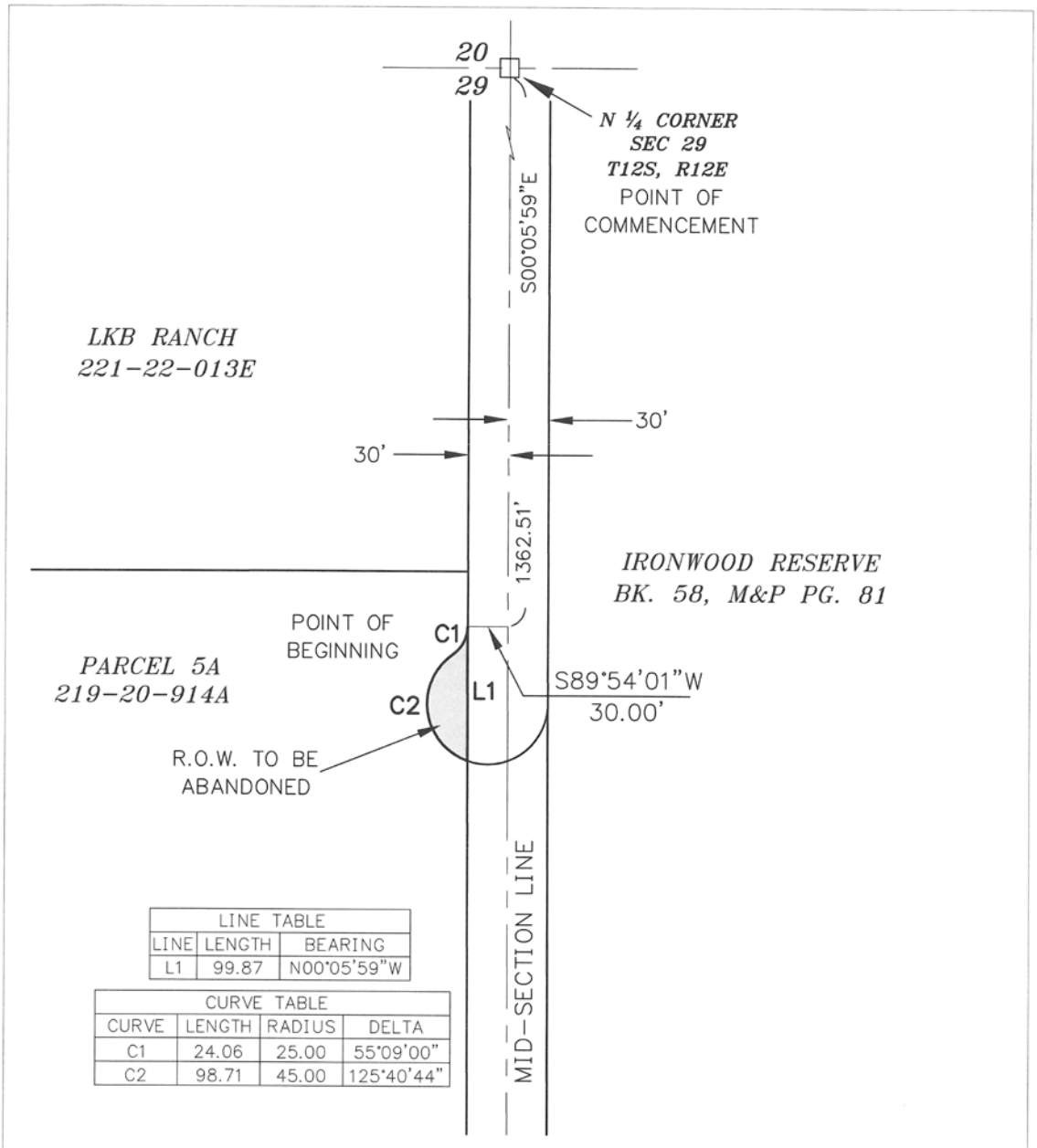
THENCE N 00°05'59" W, along said West line, a distance of 99.87 feet to the **POINT OF BEGINNING**,

Prepared By:
THE WLB GROUP, INC.

Peter D. Cote, RLS 44121

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44121
PETER D.
COTE
Date Signed 8-22-14
ARIZONA, U.S.A.

EXPIRES 3-31-2015



LINE TABLE		
LINE	LENGTH	BEARING
L1	99.87	N00°05'59"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	24.06	25.00	55°09'00"
C2	98.71	45.00	125°40'44"

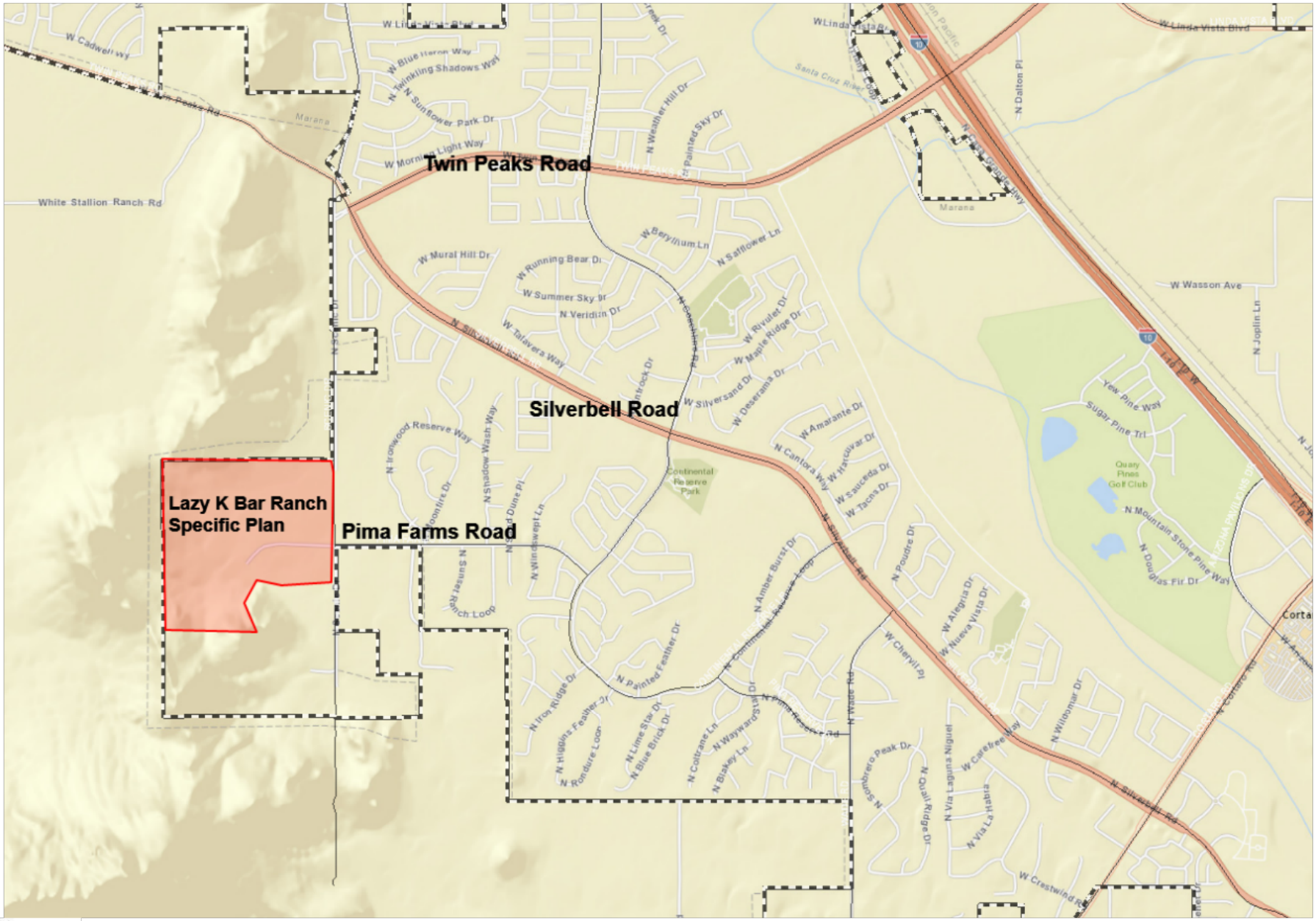
EXHIBIT TO ACCOMPANY DESCRIPTION OF
PUBLIC RIGHT-OF-WAY
TO BE ABANDONED
SECTION 29, T-12S, R-12E, G.S.R.M.,
PIMA COUNTY, ARIZONA

1"=100'

The WLB Group Inc. WLB

WLB No. 113021-B-001-1003
N:\113021\survey\Scenic Dr ROW.dwg

SHEET 2 OF 2



PCZ1410-001 Lazy K Bar Ranch Specific Plan

This map was generated from the Town of Marana's GIS Web mapping system and is to be used for reference use only. GIS data is constantly changing so layers that appear on this map may or may not be accurate or current depending on the date and time this map was created.

700m
2000ft
111° 07' 58.686" 32° 27' 28.454" Scale 1:21,724

MARANA
PLANNING

1. TYPE OF APPLICATION (Check One)

☐ Preliminary Plat	☐ Final Plat	☐ General Plan Amendment	☐ Variance
☐ Development Plan	☐ SWPP	☐ Landscape Plan	☐ Native Plant Permit
☐ Specific Plan Amendment	☐ Conditional Use Permit	☑ Rezone/Specific Plan	☐ Native Plant Exception
☐ Significant Land Use Change	☐ Minor Land Division	☐ Water Plan	☐ Annexation

☐ Improvement Plan (specify type in Description of Project box*) ☐ Other _____

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	**221-22-013B, 221-22-013E, 221-22-013F & 221-22-013G**			**General Plan Designation (To be confirmed by staff)**	**Rural Density Residential**
Gross Area (Acre/SF)	**138 acres**			**Current Zoning (To be confirmed by staff)**	**RR (Resort and Recreation)**
Development / Project Name	**Lazy K Bar Ranch**			**Proposed Zoning**	**F (Specific Plan)**
Project Location	**Marana Township 12 South, Range 12 East, Section 29**				
Description of Project*	**Single-family residential subdivision**				
Property Owner	**LKB Ranch LLC, LKB Hotel LLC, and LKB Retained Land LLC**				
Street Address	**8401 N Scenic Dr**				
City **Tucson**	**State** **AZ**	**Zip Code** **85743**	**Phone #** **520-797-1110**	**Fax #** **520-797-2408**	**E-Mail Address** **jamesshiner@gmail.com** **pevans@bvtravel.com**
Contact Person	**Jim Shiner & Peter Evans**			**Phone Number / E-mail** **520-797-1110 / jamesshiner@gmail.com** **pevans@bvtravel.com**	
Applicant	**Mattamy Tucson, LLC**				
Street Address	**9200 E. Pima Center Parkway, Suite 230**				
City **Scottsdale**	**State** **AZ**	**Zip Code** **85258**	**Phone #** **480-302-6080**	**Fax #** **480-302-6076**	**E-Mail Address** **ryan.huffman@mattamyhomes.com**
Contact Person	**Ryan Huffman**			**Phone Number / E-mail** **480-302-6080 / ryan.huffman@mattamyhomes.com**	
Agent/Representative	**The Planning Center**				
Street Address	**110 South Church Ave, Suite 6320**				
City **Tucson**	**State** **AZ**	**Zip Code** **85701**	**Phone #** **520-623-6146**	**Fax #** **520-622-1950**	**E-Mail Address** **lmorales@azplanningcenter.com**
Contact Person	**Linda Morales**			**Town of Marana Business License No.**	**125638**

3. AUTHORIZATION OF PROPERTY OWNER

I, the undersigned, certify that all of the facts set forth in this application are true to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application and checklist. **(If not owner of record, attach written authorization from the owner.)**

Linda Morales		October 17, 2014
Print Name of Applicant/Agent	Signature	Date

CaseLog# _____ Date Received_____ Signature_____

CRW# _____

11555 W. Civic Center Drive, Bldg. A2▪Marana, AZ 85653-7003▪Telephone (520) 382-2600▪Fax (520) 382-2641



LAZY K BAR RANCH
SPECIFIC PLAN
TOWN OF MARANA
OCTOBER 2014

Lazy K Bar Ranch
Specific Plan
Marana, Arizona

Submitted to:

Town of Marana
Planning Department
11555 West Civic Center Drive
Marana, Arizona 85653

Prepared for:

Mattamy Tucson, LLC
9200 East Pima Center Parkway, Suite 230
Scottsdale, Arizona 85258

Prepared by:

The Planning Center
110 South Church Avenue, Suite 6320
Tucson, Arizona 85701
Telephone: (520) 623-6146

With assistance from:

The WLB Group, Inc.
4444 East Broadway Boulevard
Tucson, Arizona 85711
Telephone: (520) 881-7480

GPA 1410-001
PCZ-1410-001
October 2014

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LAZY K BAR RANCH SPECIFIC PLAN

INTRODUCTION

A. Background

The Lazy K Bar Ranch (Lazy K Bar) is a 138-acre property located in the Town of Marana, directly west of the Ironwood Reserve subdivision. Lazy K Bar is bound on the east by the Scenic Drive alignment, and by privately held land on the north, west, and south. Topographically, the property is adjacent to the Tucson Mountains to the west and north, and a rocky outcropping to the south. These topographic features create a "valley" setting for the central portion of the property. The site has spectacular views of the Tucson metropolitan area, Sombrero Peak, and the surrounding Tucson Mountains.

Lazy K Bar Ranch represents an opportunity to plan and develop a special and unique community grounded in its heritage. A large portion of the property is proposed to remain as dedicated open space. Significant portions of the proposed open space are contained in the steeper slope areas, a central community recreational area centered around its historic buildings, buffers from existing adjacent residences and preserved wash corridors. An interior loop trail system will enhance on-site recreation. Every effort is made to maximize the view opportunities through thoughtful road design, careful slope analysis, and meticulous homesite orientation. The three character areas will provide distinct neighborhood experiences, but will be linked by open space corridors, trails, and a common design theme.

Originally homesteaded in 1928, Lazy K Bar Ranch began operations as a guest ranch starting in 1932. Over the years, as a result of ranching, grazing and guest ranch activities, roads, trails, parking areas, paddocks, pastures, corrals and structures have created significant disturbance of the native desert. In 2006, the Guest Ranch was permanently closed, and attempts to sell to a new resort operator were unsuccessful.

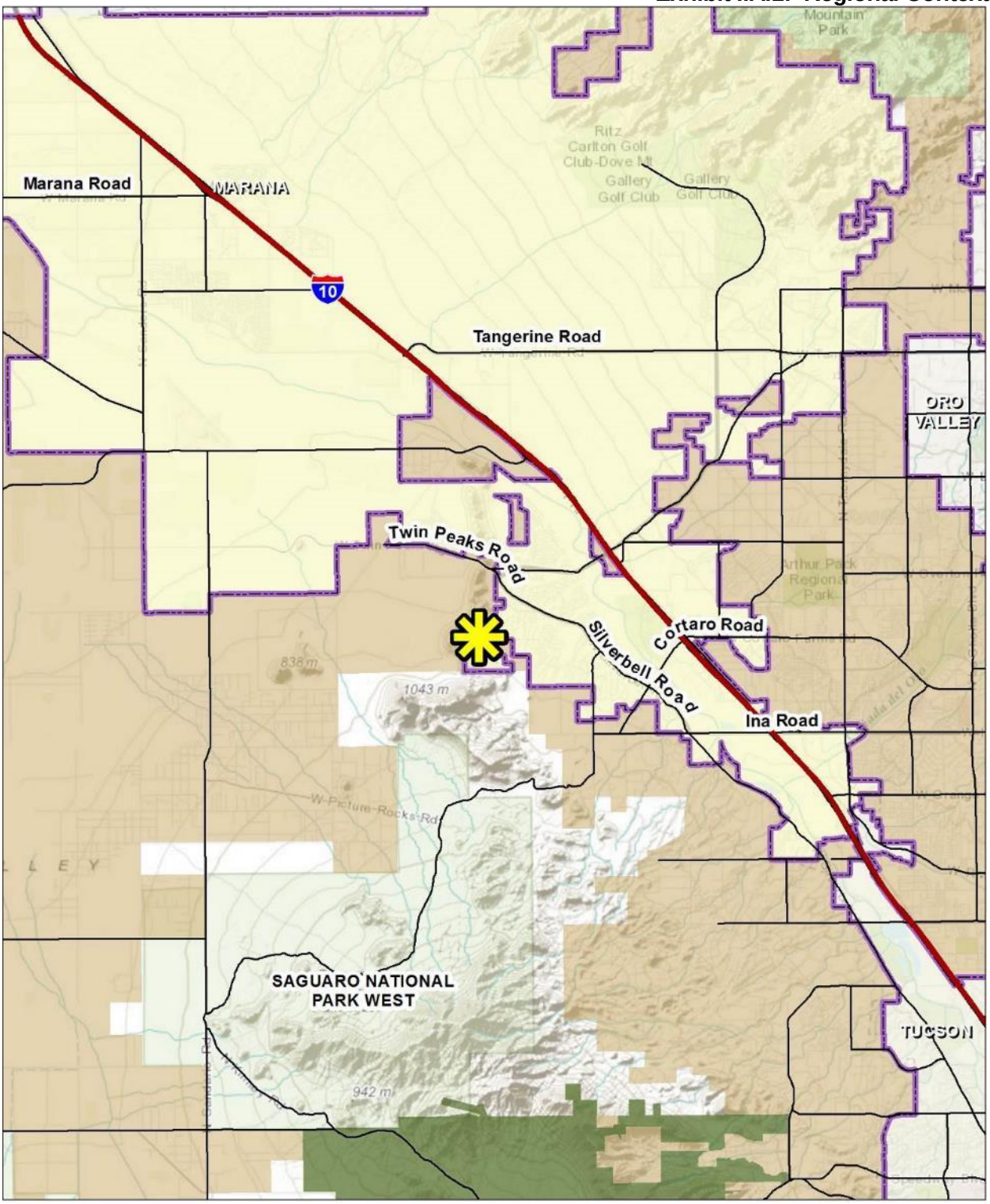
Currently, the Lazy K Bar site has 17 buildings on site, including a ranch office, six adobe guest casitas, the Mountain Pavilion (meeting/ballroom), barn and stables for horses, as well as a swimming pool and tennis court. A caretaker resides on the property, which is fenced, privately gated and closed to the public. At this time, no public access is available anywhere on the site. Trespassing is strictly prohibited.

The current zoning designation on the property, Resort and Recreation, allows for the development of hotels, motels, inns, timeshare projects and resorts, substance abuse and other treatment centers, allowing up to approximately 600 lodging units. This specific plan proposes residential development with modifications to the development standards for lot size, grading, lot coverage and maximum building height. The Lazy K Bar Ranch Specific Plan is proposed to incorporate 178 lots at a gross density of 1.29 residences per acre. The plan also proposes a variation in lot sizes, a community park and natural open space. The proposed open space is approximately 55% of the total project area. The amount of historical disturbance from 85+ years of use on the property is approximately 67 acres, or 49% of the entire project area. While much of the proposed project is located on existing disturbance areas, other previously disturbed areas that are not proposed for new development present opportunities for reclamation and revegetation.

Additionally, the Lazy K Bar Ranch Specific Plan is intended to protect a portion of the historic elements of the property. Portions of the ranch house, particularly the stone house portion built by the original homesteaders, will be preserved and serve as a primary focal point and gathering place for the community. The thematic elements of the community will respect and celebrate the ranching culture and rich history of Lazy K Bar Ranch. Prominent cultural artifacts are intended to be preserved on-site. The current owners intend, upon adoption of the Specific Plan, to catalogue possible constituent items for a heritage display center. In connecting the Lazy K Bar Ranch to its heritage, it becomes connected to its neighborhood and its town. The “Mountain Pavilion Terrace” (referred to herein as event lawn) just south of the Mountain Pavilion, will be preserved as an informal gathering space for future residents, and will be an excellent location to capture the vistas and the nearby rock formations.

See *Exhibit I.A.1: Regional Context*.

Exhibit I.A.1: Regional Context





LAZY K BAR RANCH
SPECIFIC PLAN
DEVELOPMENT CAPABILITY REPORT

A. Purpose and Intent

The primary purpose of the Development Capability Report section of the Lazy K Bar Ranch Specific Plan is to identify the site's opportunities, constraints and various physical characteristics, the analysis of which will provide a means whereby development is designed in a sensitive and responsive manner to the physical conditions of the site. Information for this section was compiled from a variety of sources, including site visits, referencing topographic, hydrological, archaeological and traffic analyses, and correspondence with staff from the local jurisdictions. The Development Capability Report follows the Town of Marana requirements provided in the Town of Marana Land Development Code.

Pursuant to such requirements, information on the following physical components of the site was compiled to assess the suitability of the property for development:

- Existing structures, roads and other development
- Topography and slope analyses
- Hydrology and water resources
- Vegetation and wildlife habitat
- Geology and soils
- Viewsheds
- Cultural resources
- Existing infrastructure and public services

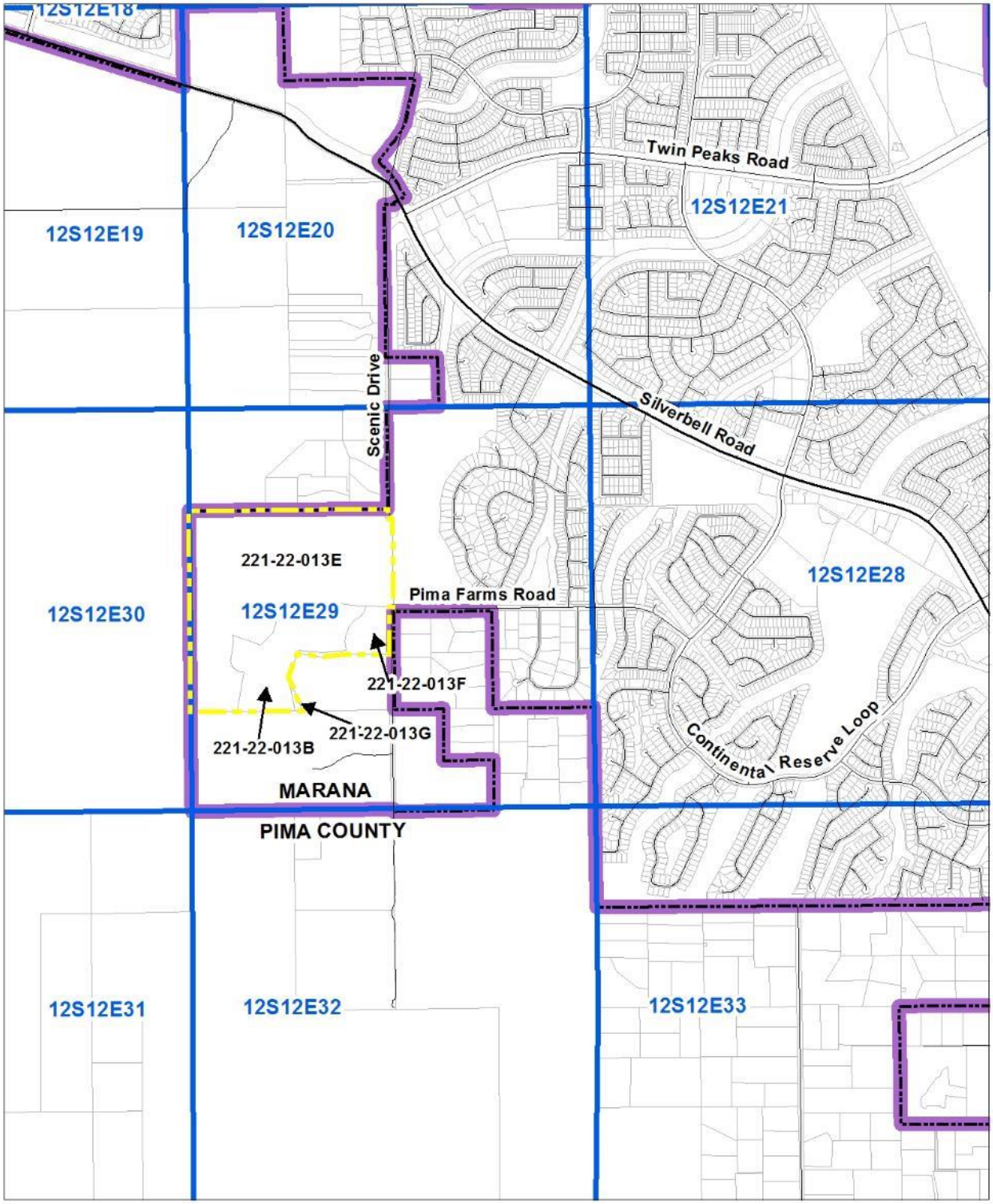
B. Existing Land Uses

This section of the Development Capability Report identifies existing zoning, land use and structures on-site and on surrounding properties, as well as other proposed development in the project vicinity.

1. Site Location

The project is situated within the southwestern limits of the Town of Marana in the west-central portion of Section 29, Township 12, Range 12 East. The property lies approximately three-quarters of a mile west of Interstate 10 just west of Continental Reserve, at the intersection of Pima Farms Road and North Scenic Drive. In total, the site area is approximately 138-acres. *See Exhibit II.B.1: Site Location*.

Exhibit II.B.1: Site Location



LEGEND

- Site Boundary
- Township, Range & Section
- Jurisdictional Boundaries

NOTES:

Project Site is located at:
Township 12S, Range 12E, and Section 29
Site Acreage: Approx. 138 AC
Parcel ID #'s:
221-22-013B, 221-22-013E,
221-22-013F & 221-22-013G

NORTH 0' 1000' 2000'

FILE NAME:MAR-04_location_6x8.mxd
SOURCE: Pima County GIS, 2013

2. Existing On-Site Land Use and Zoning

The existing zoning designation on the property is "RR", Resort and Recreation, which would potentially allow for the development of a large resort with up to 600 lodging units. The following accessory uses may be established in the RR zone if they are a part of, or accessory to a permitted use such as a resort, hotel, motel, inn, timeshare project or guest ranch: restaurants, bars, cocktail lounges, beauty and barbershops, spas, treatment centers, outdoor pavilions for outdoor events, live entertainment, and conference and gathering facilities designed to serve 200 people or less in a single room. See *Exhibit II.B.2: Existing Zoning*. In addition, the Lazy K Bar's historic uses, including its equestrian, bull riding and the like, remain grandfathered. The *Existing On-Site Structures* table demonstrates the total number of existing buildings, with designated uses and height. There are 17 buildings on the specific plan site including staff housing, storage, an historic lodge, swimming pool, (7) casitas for guests, covered parking, horse stalls, tack room, and barn. See *Exhibit II.B.2: Existing On-Site Structures*.

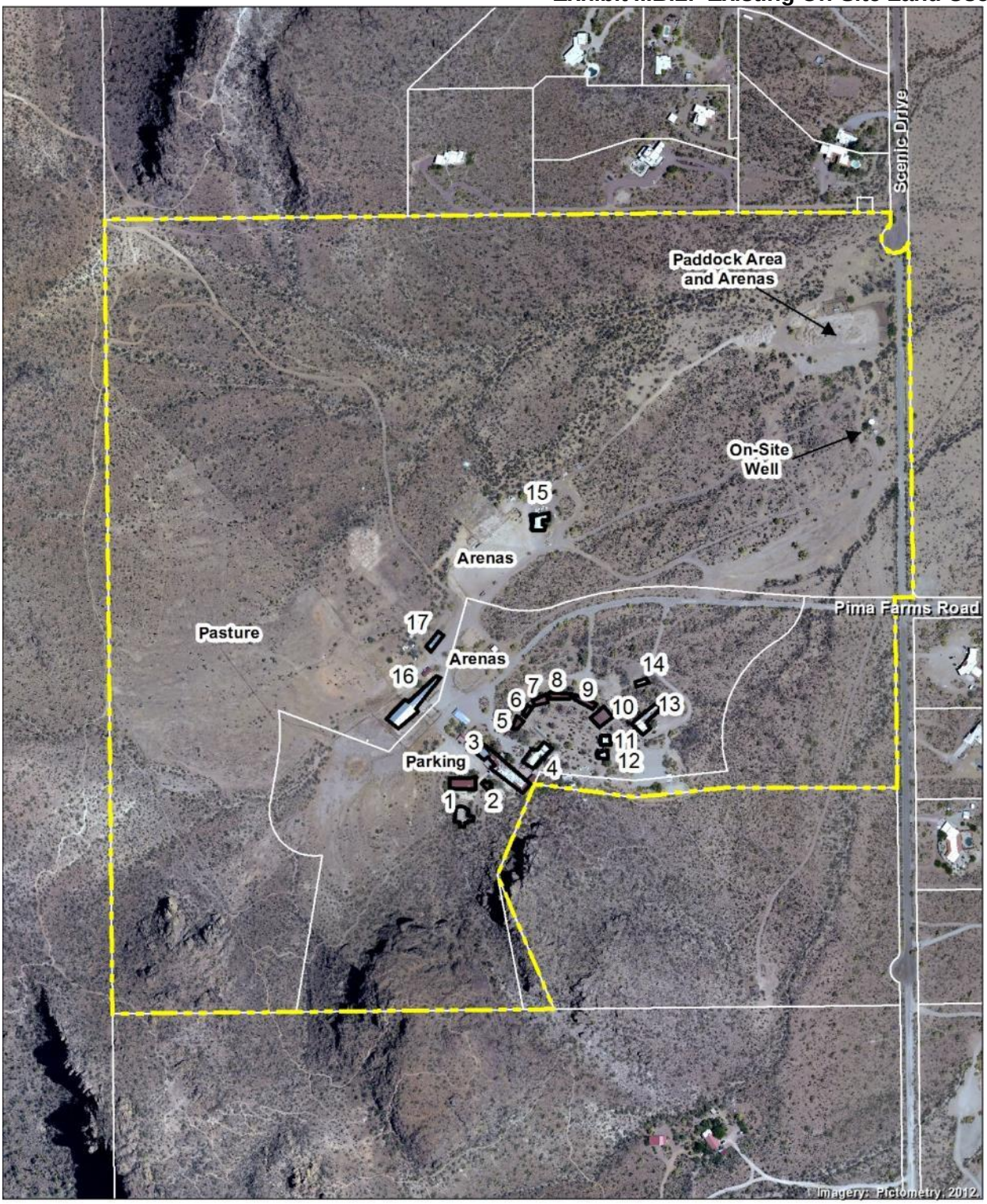
Table II.B.2: Existing On-Site Structures

Existing Building	Current Square Footage	Building Height (Stories)
Building 1 Mountain Pavilion & Mountain Pavilion Terrace (event lawn)	5431	1
Building 2 Storage	667	1
Building 3 Ranch House 8401 N Scenic Drive	7,940	1
Building 4 Swimming Pool	1,045	1
Building 5 Casita	1,905	1
Building 6 Casita	851	1
Building 7	1,102	1

Casita		
Building 8 Casita	1,692	1
Building 9 Casita	2,022	1
Building 10 Casita	2,586	1
Building 11 Casita	1,120	1
Building 12 Casita	1,115	1
Building 13 Casita + Covered Parking	3,195	1
Building 14 Casita	1,100	1
Building 15 Barn	1,829	1
Building 16 Stable/Tack Room	2,290	1
Building 17 Horse Stall	1,192	1
Total On-Site	**37,082**	

After years of heavy grazing and other high-impact ranching and recreational activities, the Lazy K Bar property has experienced significant disturbance. The paddock area, pasture, horse trails and roadways have the highest amount of disturbance. However, many other on-site areas have varying degrees of disturbance as well. In total, approximately 67 acres, 49% of the project area, is historically disturbed. The current owners, even when the ranch was still operating, restricted ground disturbing activities in some areas. A partial recovery, particularly in wash areas, is evident.

Exhibit II.B.2: Existing On-Site Land Use



LEGEND

Specific Plan Boundary

NORTH 0' 250' 500'

FILE NAME: ex_cond_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2013

3. Existing Conditions on Properties within a One-Quarter Mile Radius

a. Zoning

The zoning designations of surrounding properties, as depicted in *Exhibit II.B.3.a* are as follows:

North: Pima County SR (Suburban Ranch Zone)

South: Town of Marana R-144 (Single Family Residential)

East: Town of Marana F (Pima Farms Specific Plan), RR (Resort and Recreation) and Pima County SR (Suburban Ranch Zone)

West: Pima County RH (Rural Homestead Zone)

b. General Plan Land Use

The 2010 Town of Marana General Plan indicates the site is designated Rural Density Residential. The surrounding general plan designations within one-quarter mile of the site, as depicted in Exhibit II.B.3.b are as follows:

North: Rural Density Residential

South: Rural Density Residential

East: Master Planning Area and Rural Density Residential

West: Rural Density Residential

c. Land Use

The land uses of surrounding properties within one-quarter mile, as depicted in *Exhibit II.B.3.c.: Existing Land Uses* are as follows:

North: Vacant and Unsubdivided Single-Family Residential

South: Vacant and All Creeds Brotherhood Sanctuary Cove

East: Ironwood Reserve Single-Family Residential Subdivision and Unsubdivided Single-Family Residential

West: Rural Homestead

Separating the west edge of Ironwood Reserve and the rear yards of the proposed homes along the eastern boundary of Lazy K Bar is:

- A 60-acre dedicated open space (approximately 615-feet wide at its narrowest point);
- Half of the former Scenic Drive 60-foot right-of-way (equal to 30 feet); and
- A 50-foot setback from the eastern boundary.

d. Number of Stories of Existing Structures

There are 17 existing structures currently on the site, all of which are one-story. There are one-story single-family residential homes and some two-story single-family residential homes located east of the site in the Ironwood Reserve subdivision. All other homes within one-quarter mile of the site are one-story.

e. Pending and Conditional Rezonings

According to the most recent Town of Marana Planning and Zoning Activity map dated April 2013, there are no pending or conditional rezonings within a one-quarter mile radius of the project site.

f. Subdivision/Development Plans Approved

There is one approved subdivision plat within a one-quarter mile radius of the project site. Ironwood Reserve, an adjacent subdivision to the east of Lazy K Bar, was developed by Diamond Ventures, Inc. in 2004. The development has a gross area of 125 acres and a total of 246 lots, yielding an approximate density of 2.0 residences per acre (RAC). Similar to Lazy K Bar, Ironwood Reserve consists of three different lot sizes, with the largest lots positioned along the west boundary, mid-sized lots in the middle of the development and the smallest lots located in the eastern portion of the subdivision. The minimum lot sizes range from 6,122 square feet for lots in the eastern portion of Ironwood Reserve to 7,179 for lots near the middle of the development and 12,435 square feet for the lots situated in the western portion of the subdivision.

Continental Crossing Marketplace, Continental Crossing Condos and Tucson III Retail Center CR Lot 15c located further east of the site are currently in development plan review, DPR-08022, DPR-06135 and DPR-07048, respectively. Additionally, the Townhomes at Coachline Boulevard, PRV-07027, is currently in the preliminary plat stage.

Three additional approved subdivisions are located nearby the site, but are outside the one-quarter mile radius. Twin Peaks Subdivision, a single family residential subdivision to the northeast of Lazy K Bar, was developed by Twin Peaks Development Corporation in 1997. The development has a gross area of 22.91 acres with a total of 78 lots and a gross density of 3.4 RAC.

Twin Peaks Highland, another residential subdivision to the northeast of the site, was developed in 2004 by D.R. Horton. The development has a gross area of 29.78 acres, a total of 119 lots and a density of 4.0 RAC.

Sunset Ranch Estates, a single family residential subdivision to the southeast of Lazy K Bar, was developed in 1995 and is owned by Stardance Land, LLC. The development has a gross area of 34.58 acres, with a total of 30 lots, with 0.87 RAC.

g. Architectural Styles of Adjacent Development

Existing homes in the area are rural custom-home type single-family residences with southwest and ranch architectural style. Homes in the Ironwood Reserve subdivision east of the site are more typical of the conventional tract subdivision production built single-family detached housing.

4. Well Sites within 100 Feet of the property

According to Pima County Geographic Information Systems and the Arizona Department of Water Resources, well #634473 is located on-site near the Scenic Drive and Pima Farms Road alignment. Well #804829 is located within 100 feet of the property in the center of the northern property boundary. There are no other wells located on-site, or within 100 feet of the property. *See Exhibit II.B.3.c: Existing Land Uses*.

Exhibit II.B.3.a: Existing Zoning

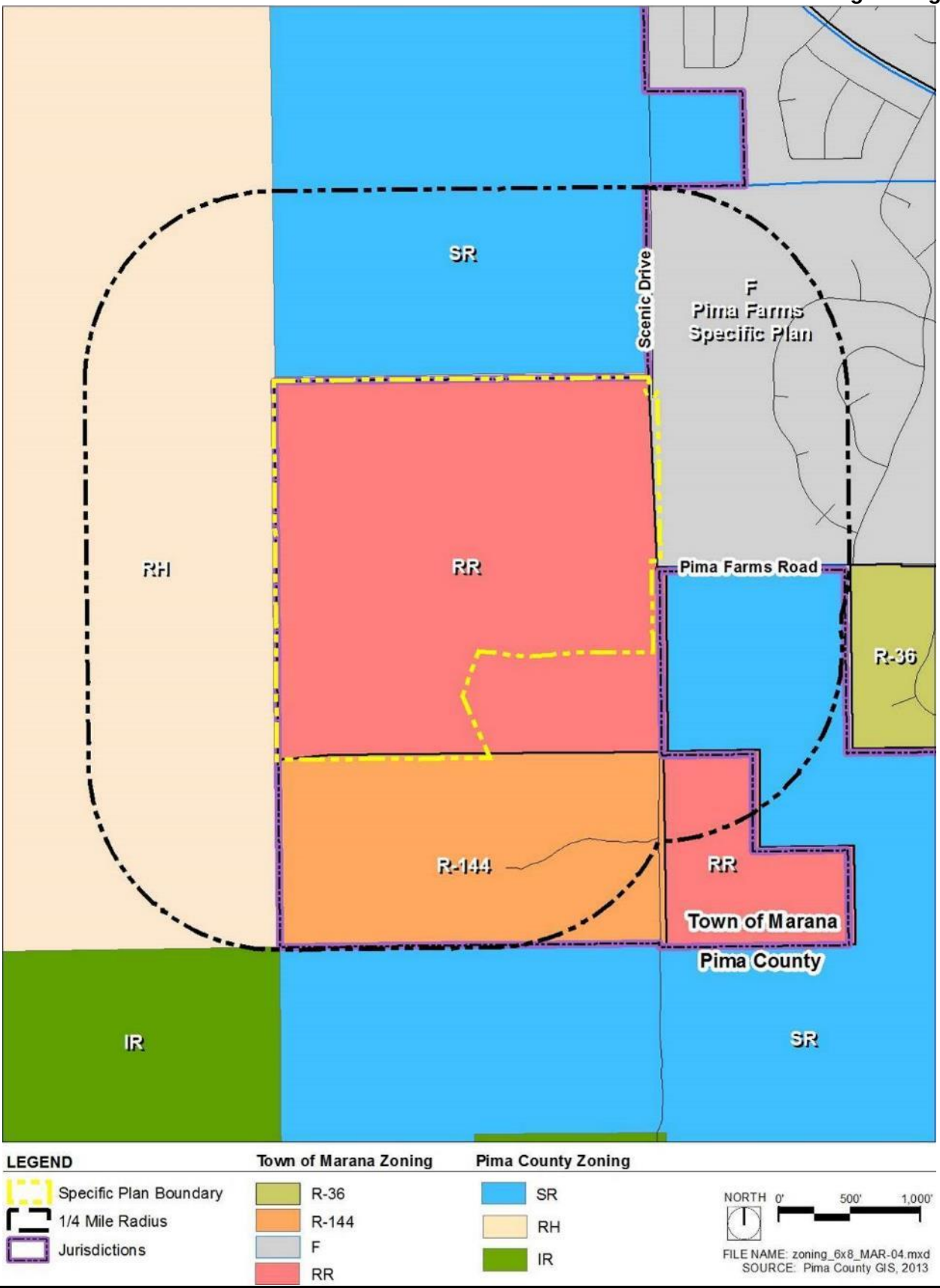


Exhibit II.B.3.b: General Plan Designations

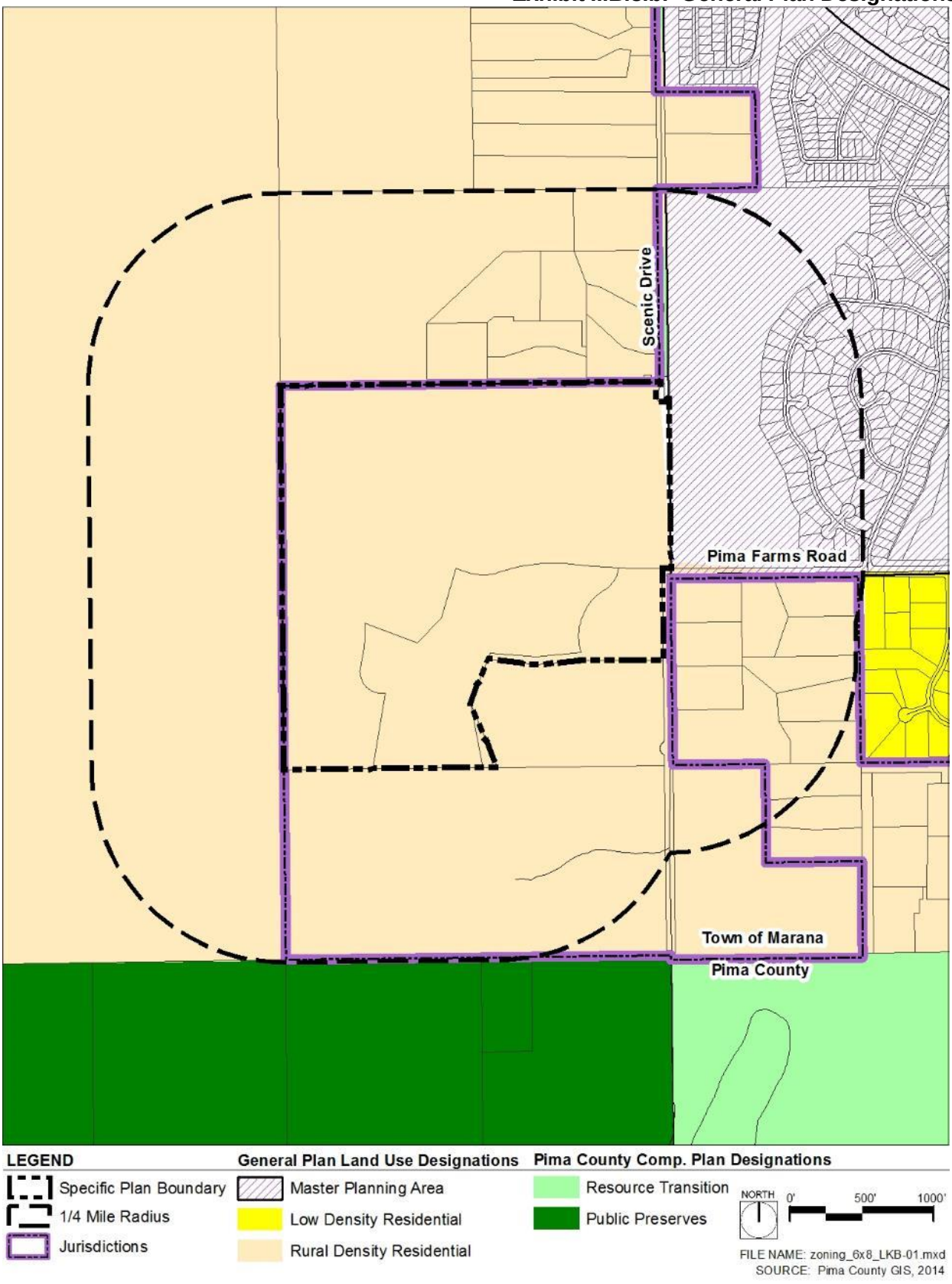
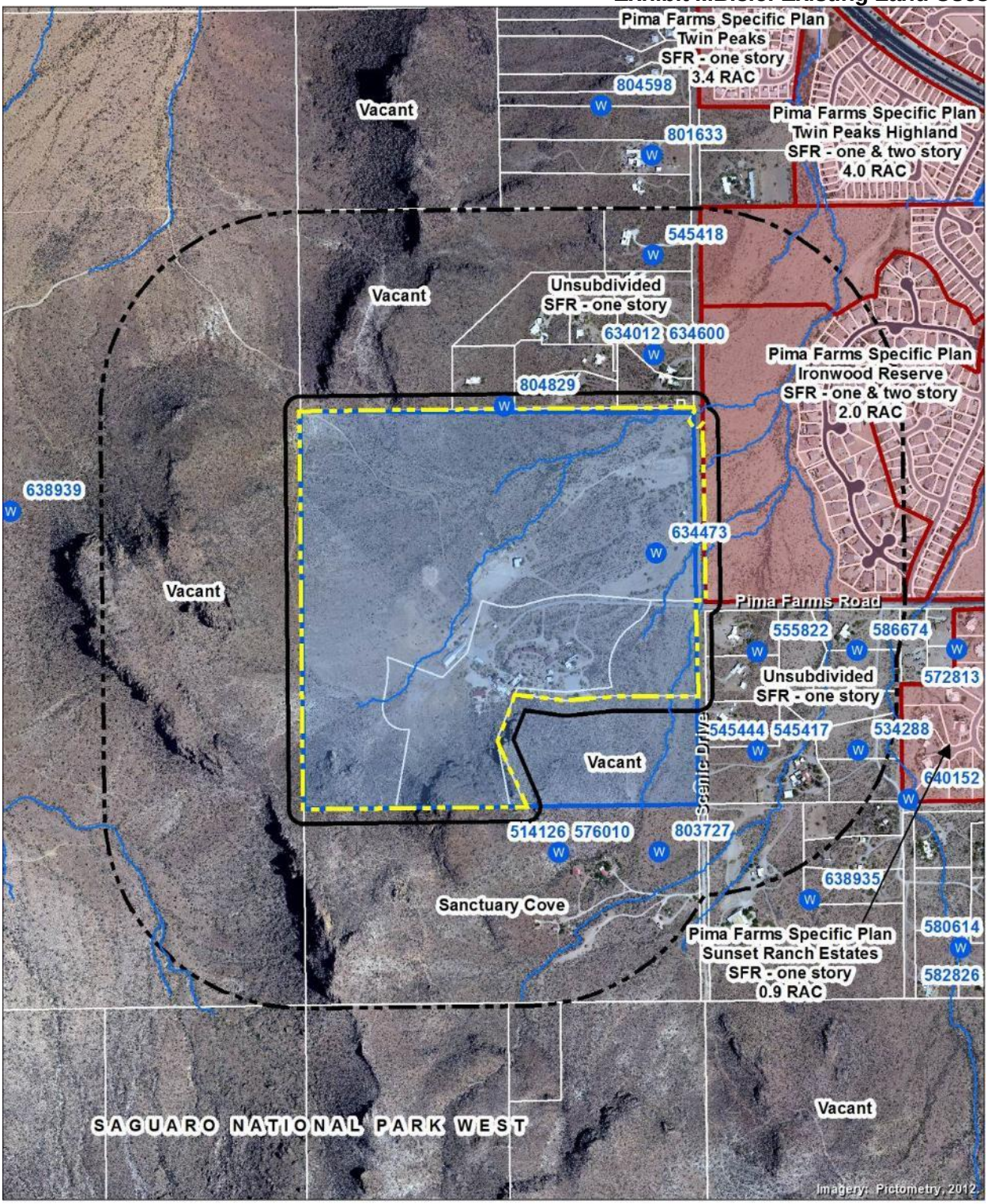


Exhibit II.B.3.c: Existing Land Uses



LEGEND

- Specific Plan Boundary
- 100 Foot Radius
- 1/4 Mile Radius
- Approved Subdivision Plat
- Approved Development Plan
- Wells (Registry ID Number labeled)
- Washes

NORTH 0' 500' 1000'

FILE NAME: ex_cond_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2013

C. Topography and Slope

The elevations on the property range from approximately 2,410 feet at the southwestern corner to approximately 2,154 feet at the northeastern corner. Three un-named washes exit the property at the northeast corner and along the eastern boundary with flows under 500 CFS. Existing topography at 2' contour intervals is shown on *Exhibit II.C.1: Topography and Slope*.

1. Hillside Conservation Areas

There are level 1 restricted peaks and ridges located at the northwest and southwest corners of the property. Please see *Exhibit II.C.1: Topography and Slope*. According to Title 19 of the Town of Marana Land Development Code, all development is subject to a 300 foot setback from each peak or ridge designated as protected.

2. Rock Outcrops

There are rock outcrops along the southern and western boundaries of the subject site. As noted on the SRI, a small unique rock outcrop is located outside, but within close proximity to the northwest corner of the property.

3. Slopes of 15% or Greater

There is a small area along the western boundary with slopes between 15 and 25 percent. The southern portion of the site has slopes between 15 and 25 percent, as well as a large area with slopes greater than 25 percent. The surface slope of the property is shown on *Exhibit II.C.1: Topography and Slope*.

4. Other Significant Topographic Features

There are two small rocky peaks approximately 2466 feet and 2422 feet in elevation located outside the project area near the middle of the southern boundary.

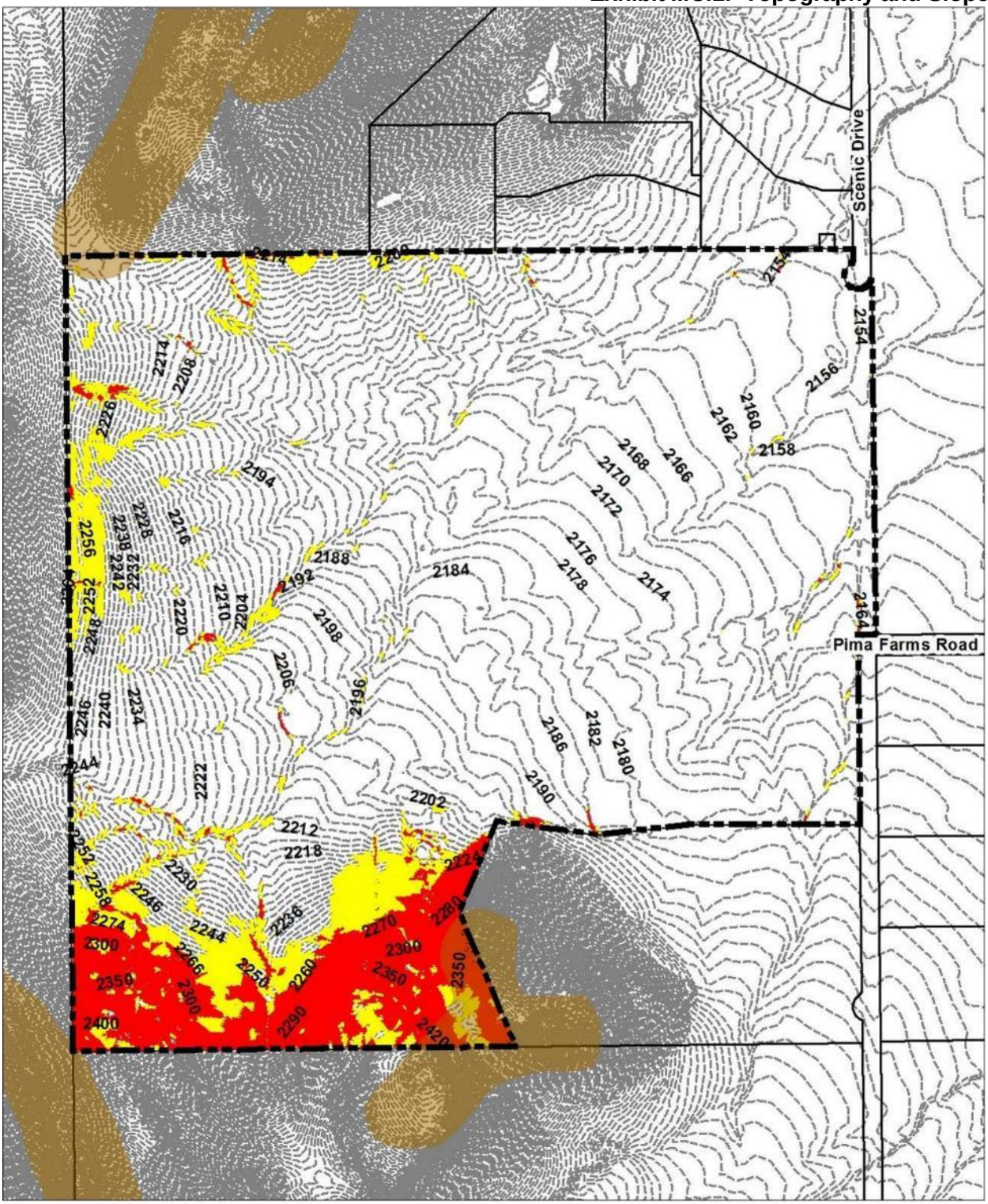
5. Pre-Development Cross-Slope

The average cross-slope of the property is approximately 10.47% from the southwest boundary of the site to the northeast corner.

The pre-development cross slope calculation and values used are as follows:

Cross-slope = (I x L x 0.0023) / A
Where:
I = contour interval (2')
L = total length of contours (314,152)
0.0023 = conversion of "square feet" into "acres x 100"
A = total site area in acres (138 AC)

Exhibit II.C.1: Topography and Slope



D. Hydrology, Water Resources and Drainage

The following site hydrology information was analyzed and prepared by The WLB Group, Inc. All hydrology information is for illustrative purposes only and is subject to verification/modification via the drainage report with supporting calculations based on then existing and proposed conditions at the time of application.

1. Off-Site Watersheds

The off-site areas impacting the project site are from the Tucson Mountains located north, south, and west of the site. The site is nested within a small valley along the east side of the Tucson Mountains. The off-site flows are discharging across the west, north, and south property line in a sheet flooding fashion on mountain slopes greater than 10 percent. In the approved drainage study titled "Ironwood Reserve Final Drainage Report" prepared by Morrison-Maierle, Inc. dated February 4, 2004; these off-site watershed analyses were evaluated and verified within this report. This stormwater runoff is fast moving with erosive velocities and sheet flooding throughout. See *Exhibit II.D.1: Pre-Development Hydrology*.

Acreage of Upstream Off-site Watersheds with 100-year Discharge Greater Than 100 CFS

Table II.D.1: 100-Year Off-Site Peak Discharges

Concentration Point	Drainage Area (AC)	Q_{100} (CFS)
OS1	27.4	184
OS5	20.5	151

2. On-Site Hydrology

a. On-site drainage flow conditions are characterized by:

On-site storm water flow drains from the west to the east predominately by sheet flow and braided natural channels. The average slope of the site is greater than 4 percent. Storm water runoff that exits the site is conveyed across vacant desert landscape until it is intercepted by a channel adjacent to the western boundary of Ironwood Reserve residential development. This channel directs the flows north in a constructed channel through a single residential subdivision named Twin Peaks Highlands until it is ultimately intercepted by the Santa Cruz River located approximately three miles to the northeast.

All on-site hydrologic analysis will be performed using PC Hydro Method V5.3.1, dated March 2007. The Pima County PC-Hydro software uses rainfall depths derived from the Upper Bound of the 90% confidence interval from the NOAA Atlas 14. This data is available from the NOAA's National Weather Service Hydrometeorological design studies center precipitation frequency data server, which relies on the latitude and longitude of the project site. The soil types were provided from the Natural Resource

Conservation Service (NRCS) soils study. Within this report, hydrologic soil types B, C, and D are present within the project boundary. Using the Pima County Hydrology Manual, the weighted basin factors range in size from 0.035 to 0.050. The vegetative cover and density will be determined using recent aerial photographs and site visits.

b. Federally Mapped Floodways and Floodplains:

The development site is located within Zone X, which states "areas determined to be outside of the 500-year flood hazard area" as defined by FIRM Panels 04019C1650-L, effective date June 16, 2011. See *Exhibit II.D.2.b.1: FEMA FIRM* and *Exhibit II.D.2.b.2: FEMA Floodplain*. According to the Town Of Marana Floodplain Ordinance, all non-FEMA washes greater than 50 cfs need to be mapped on-site for stormwater flows exiting and entering the project site. There are nine watercourses on-site under existing conditions that exceed 50 cfs.

c. 100-Year Peak Discharge Exceeding 50 cfs:

The peak discharge rates for washes having a 100-year event flow greater than 50 cfs are shown below:

Table II.D.2.c: 100 Year Peak Discharge

Concentration Point	Drainage Area (AC)	Q_{100} (CFS)
1E	28.8	171
2E	44.0	249
3E	22.5	96
4E	3.0	14
5E	160.0	829
5.1E	48.0	319
5.2E	21.0	146
5.3E	27.0	190
5.4E	15.7	111
5.5E	22.8	168

See *Exhibit II.D.1: Pre-Development Hydrology*

3. Existing Drainage Conditions along Downstream Property Boundary

The foothills of The Tucson Mountains are a series of alluvial fans where storm water runoff is generally conveyed via sheet flow in ill-defined channels. The developments throughout the watersheds collect and redirect all sheet flow from these alluvial fans and ultimately deliver it to the Santa Cruz River. The land downstream of the project site is predominantly comprised of residential and commercial developments. Furthermore, the downstream parcels also exist within various FEMA flood hazard zones.

Exhibit II.D.1: Pre-Development Hydrology

WATERSHED DISCHARGES

CP	Q_{100}(CFS)	Q_2(CFS)	Q_{10}(CFS)	Q_{25}(CFS)	Q_{50}(CFS)
1E	171	17	60	94	128
2E	249	25	87	137	187
3E	96	9.6	33	53	72
4E	14	1.4	5	7.8	11
5E	829	83	290	456	622
5.1E	319	32	112	176	239
5.2E	146	15	51	80	110
5.3E	190	19	67	105	143
5.4E	111	11	39	61	83
5.5E	168	17	59	92	126
OS1	184	18	64	101	138
OS5	151	15	53	83	113

Exhibit II.D.2.b.1: FEMA FIRM

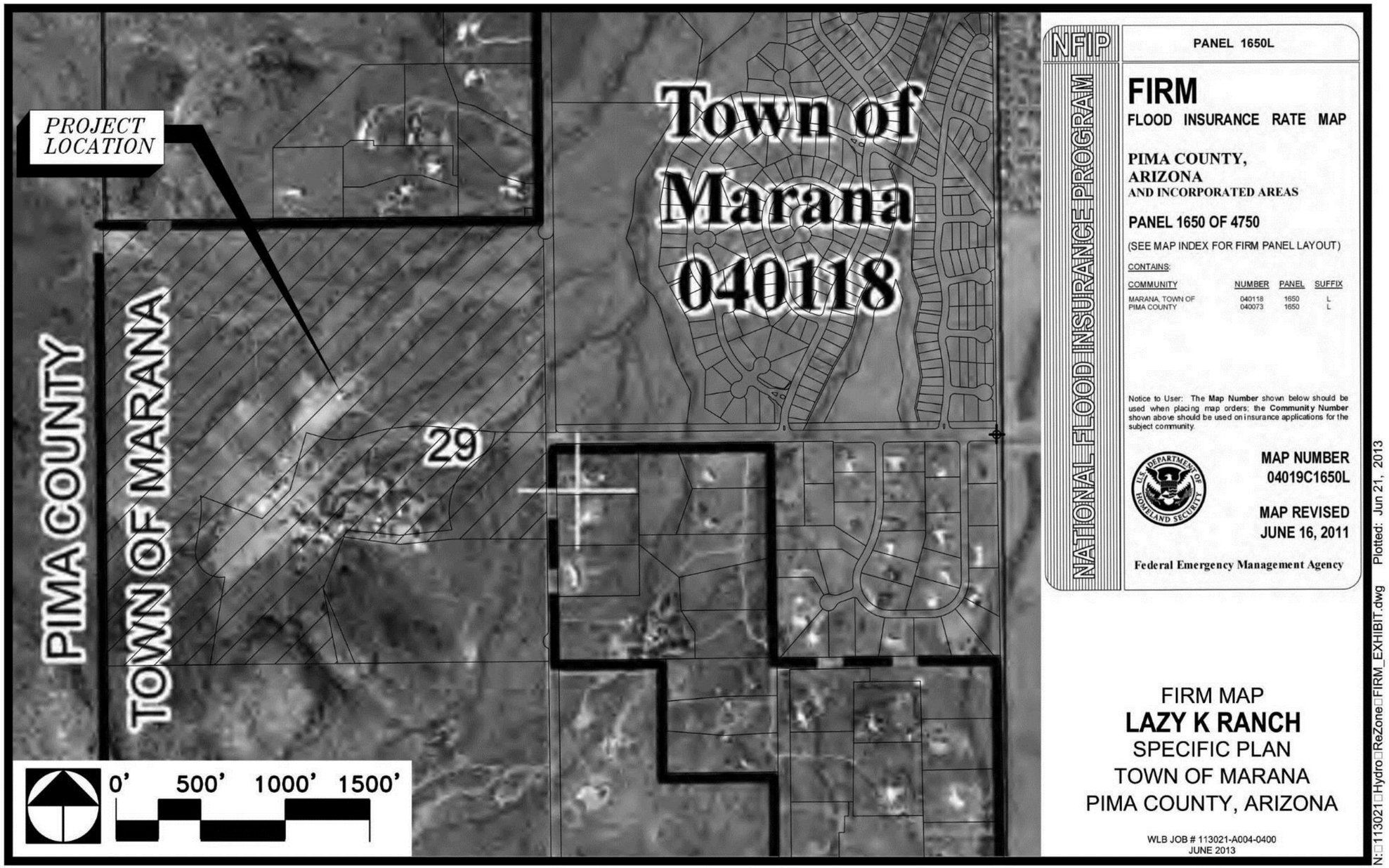
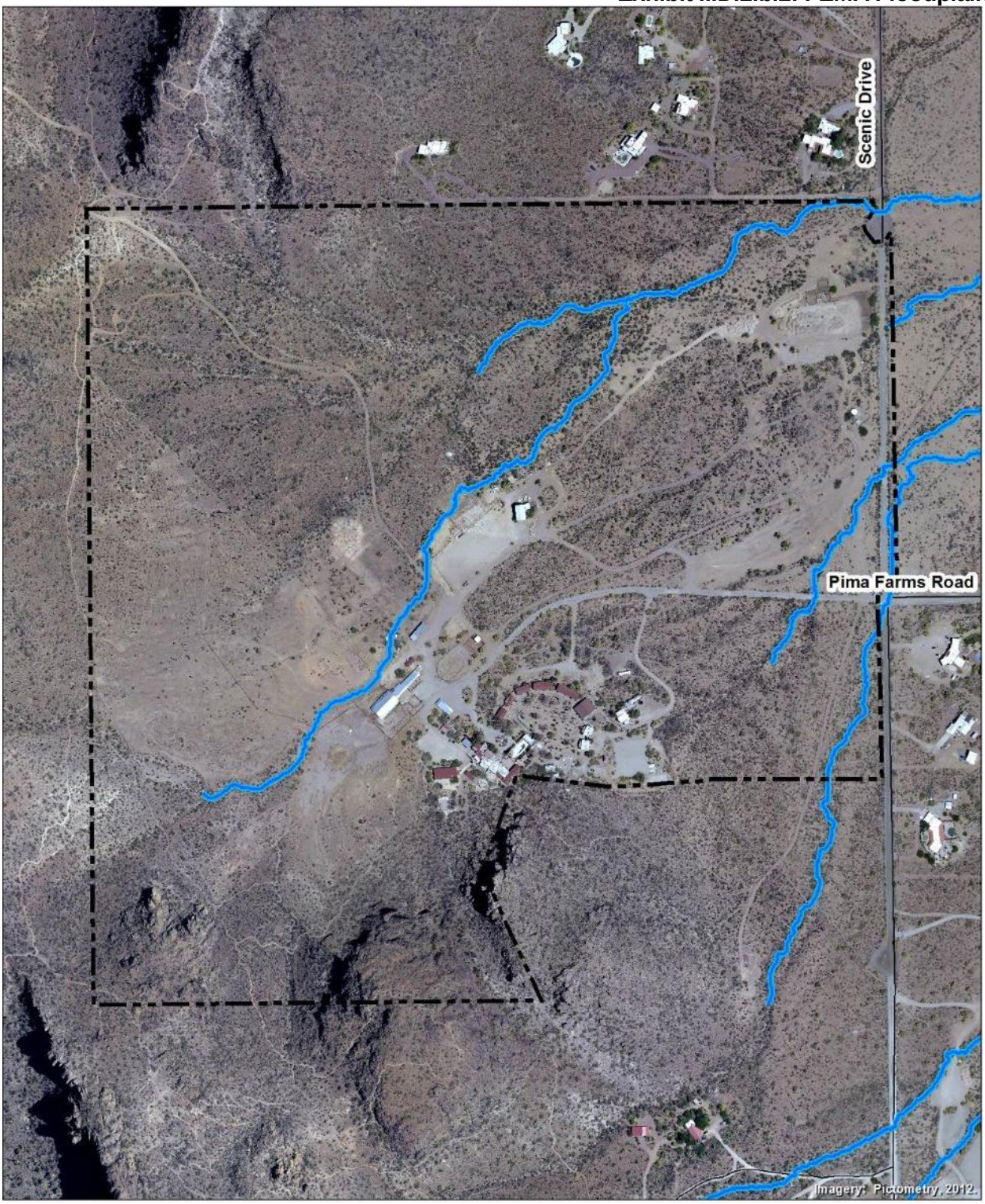


Exhibit II.D.2.b.2: FEMA Floodplain



LEGEND

Specific Plan Boundary

Washes

NOTE: FEMA Zone X (outside 100-year flood limits) covers entire map area

NORTH 0' 250' 500'

FILE NAME: hydro_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2013

E. Vegetation

1. Vegetative Communities and Associations On-Site

The project site is located on the eastern flank of the Tucson Mountains and contains native vegetation that is typical of that found in the Arizona Sonoran Desert. The site drains from the southwest to the northeast and there is one well-defined wash running through the northeastern portion of the property. The property occurs within the Arizona Upland subdivision of the Sonoran Desertscrub biotic community (Brown and Lowe 1980[1]). Existing vegetation is categorized into two distinct communities; Palo Verde – Mixed Cacti, in the uplands, and Sonoran Riparian Scrub growing along the wash (Pima County GIS 2013). See *Exhibit II.E.1: SDCP Vegetative Communities, Associations and Densities*

a. Arizona Upland Subdivision, Palo Verde-Mixed Cactus series:

A Site Resource Inventory was completed in accordance with Town of Marana requirements (See Exhibit II.E.2). Existing upland vegetation across the property is diverse in vegetation species composition and structure. Dominant species on the property include foothill palo verde (Parkinsonia microphylla), creosotebush (Larrea tridentata), triangle-leaf bursage (Ambrosia deltoidea), brittle bush (Encilia farinose), ocotillo (fouquieria splendens), barrel cacti (Ferocactus wislizenii), saguaro (Carnegiea gigantea), cholla species (Opuntia sp.), prickly pear species (Opuntia sp.) and a variety of other small cacti. Smaller numbers of blue palo verde (Parkinsonia florida) and desert ironwood (Olneya tesota) trees are also present. Mature ironwoods were not noted on the property.

The health of undisturbed upland vegetation on site is generally good to fair. The saguaro age structure is healthy. Many of the upland trees are exhibiting some signs of stress due to current drought conditions.

Portions of the site that have been accessed by clearing operations and/or grazing vary in condition from denude of any significant vegetation to minimal native understory vegetation. These areas are largely associated with previous ranching operations and/or grazing limits dictated by fencing.

b. Sonoran Riparian Scrub vegetation:

Sonoran Riparian Scrub vegetation is associated with the wash running through the northeast portion of the property. This community is dominated by mesquite trees (*Prosopis velutina*), whitethorn acacia (*Vachellia constricta*), and foothills paloverde (Parkinsonia michrophyla).

[1] Brown, D.E., and C. Lowe, 1980. Biotic communities – Southwestern United States and Northwestern Mexico. Map. University of Utah Press. Salt Lake City, Utah.

The exclusive defining factor of the existing riparian vegetation on site is density. This vegetation is largely the same species makeup as the upland vegetation but with a greater density of plant coverage due to the concentrated runoff from rainfall. There are no species more typically defined as riparian in nature such as Hackberry (Celtis reticulate) or Cottonwood (Populus sp).

Exhibit II.E.3: Vegetation Densities, illustrates the extent of the two vegetative communities found on the Lazy K Bar property. Table II.E.1 presents a list of plants observed during a June 2013 site visit. Also observed, but not listed, were various bunch grasses and forbs.

Table II.E.1: Species list of plant species observed on site.

SCIENTIFIC NAME	COMMON NAME
Ambrosia deltoidea	Triangle-leaf bursage
Baccharis sarothroides	Desert broom
Carnegiea gigantea	Saguaro cactus
Echinocereus sp.	Hedgehog cactus
Ferocactus wislizenii	Barrel cactus
Fouquieria splendens	Ocotillo
Larrea tridentata	Creosotebush
Mammillaria microcarpa	Pincushion cactus
Olneya tesota	Desert ironwood
Opuntia engelmannii	Prickly pear cactus
Opuntia fulgida	Chain fruit cholla
Opuntia versicolor	Staghorn cholla
Parkinsonia microphylla	Foothills palo verde
Parkinsonia florida	Blue palo verde
Prosopis velutina	Velvet mesquite
Senegalia greggii	Catclaw acacia
Vachellia constricta	White thorn acacia

2. Significant Cacti and Groups of Trees

The saguaro population appears to have a stable age structure, with many young plants scattered throughout the site, as well as plants well over 30 feet in height, although the saguaro population on the property is typical for the area. No unusual groups of native trees or other native vegetation were noted on the property.

A portion of the site associated with the previous guest ranch facilities contains some introduced non-native plants such as palm trees, non-native agaves, and ornamental shrubs.

3. Special-Status Plant Species

The U.S. Fish and Wildlife Service (USFWS) identifies five plant species in Pima County that have protection under the Endangered Species Act (ESA) (Table II.E.3)[2]. None of these species are expected to occur on the property. In addition, the Arizona Game and Fish Department's (AGFD) Heritage Data Management System (HDMS) was accessed via their On-line Environmental Review Tool, to locate records of occurrence within 3 miles of the property for these species. The HDMS also includes records for numerous other species that do not have Endangered Species Act (ESA) protection (special-status species), and of lands of environmental concern, such as critical habitat for species with ESA protection and wildlife linkage corridors. The HDMS does not include records for any plant species with ESA protection. The summary page from the HDMS review has been included as *Exhibit: II.F.1: AGFD Online Environmental Review*.

The HDMS does identify two special-status species within 3 miles of the property; the Stag-horn Cholla or *Opuntia versicolor* and the Pima Indian Mallow or *Abutilon parishii*. The species are designated *salvage restricted* (SR), and *sensitive* (S), *salvage restricted* and *species of concern* (SC) respectively, under the Arizona Native Plant Law.

Marana's draft Habitat Conservation Plan (HCP) does not include any plant species to consider.

Table II.E.3: USFWS List of Plant Species for Pima County

Common Name	Scientific Name	ESA Status
Plants		
Acuña cactus	*Echinomastus erectocentrus var. acunensis*)	Proposed Endangered
Gooding's onion	*Allium gooddingii*)	Conservation Agreement
Huachuca water umbel	*Lilaeopsis schaffneriana* ssp. *recurva*)	Endangered
Kearney's blue star	*Amsonia kearneyana*)	Endangered
Pima pineapple cactus	*Coryphantha scheeri* var. *robustispina*)	Endangered
Nichol Turk's head cactus	*Echinocactus horizonthalonius* var. *nicholii*)	Endangered

[2] http://www.fws.gov/southwest/es/arizona/Documents/CountyLists/Pima.pdf

4. Vegetative Densities by Percentage of Plant Cover

The Pima County GIS (2013) categorizes the upland, Palo Verde – Mixed Cactus vegetation on the property as medium density, and the Sonoran Riparian Scrub vegetation along the washes as high density. According to 2013 Pima County GIS data, the Palo Verde – Mixed Cacti accounts for 112.6 acres and the Sonoran Riparian Scrub accounts for 12.6 acres. On the site, the high density vegetation appeared restricted to the limits of the revised IRA. *Exhibit II.E.3: Vegetation Densities*, illustrates the vegetative community densities found on the property.

Exhibit II.E.1: SDCP Vegetative Communities, Associations and Densities

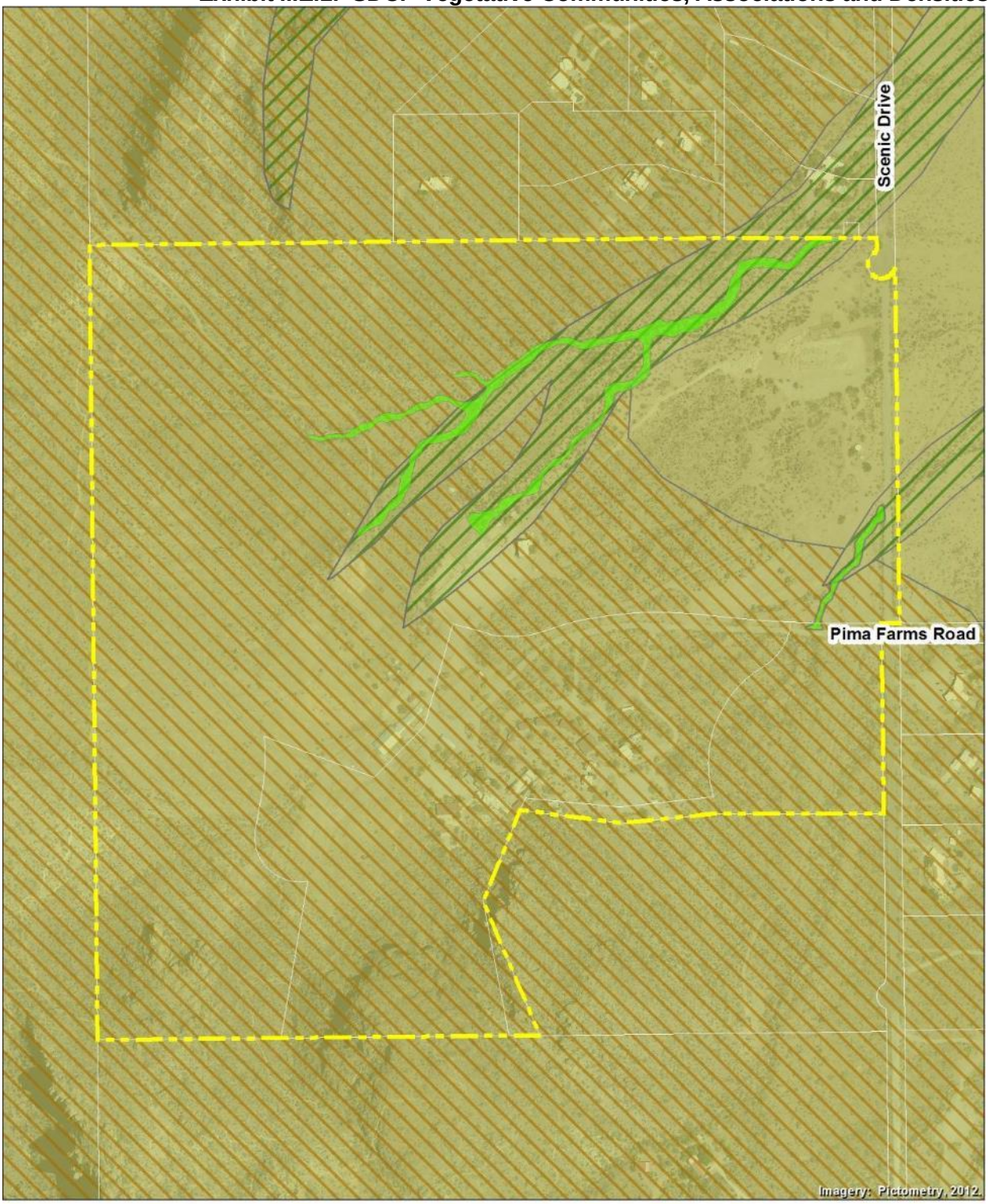


Exhibit II.E.2: Site Resource Inventory

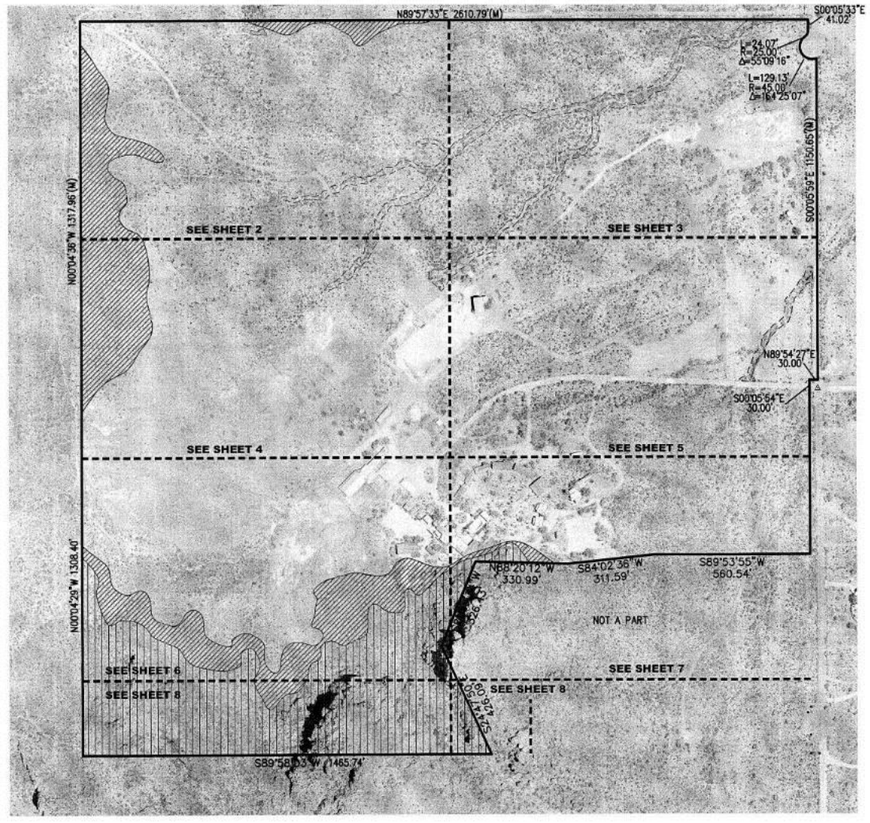
SITE RESOURCE INVENTORY
LAZY K BAR RANCH

SRI LEGEND

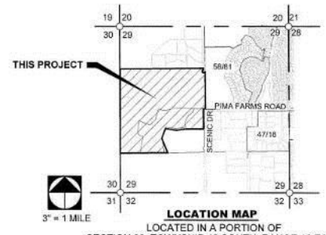
- UNIQUE SIGNIFICANT VEGETATION (NONE)
- RIPARIAN AREAS (FIELD VERIFIED)
- WILDLIFE CORRIDORS (NONE)
- UNIQUE ROCK OUTCROPPINGS **
- STEEP HILLSIDE SLOPES >15% - 25% SLOPES * (15%)
- STEEP HILLSIDE SLOPES >25% SLOPES * (25%)
- FEMA 100 - YEAR REGULATORY FLOOD LIMITS (NONE)

*APPROXIMATE LOCATION - FOR PLANNING PURPOSES ONLY

** NOTE: ROCK OUTCROPS IN THE STEEP SLOPES NOT SHOWN ON PLAN



PROJECT LAYOUT
SCALE 1"=200'
AERIAL PHOTO DATE = 2012



LOCATION MAP
LOCATED IN A PORTION OF
SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

DEVELOPER
MARACAY HOMES
ATTENTION: JEN RUBY
15279 N. SCOTTSDALE ROAD #300
SCOTTSDALE, AZ 85254
PHONE: 480.346.2691

SHEET INDEX

SHEET 1	COVER SHEET
SHEET 2 THRU 8	AERIAL PHOTO

SITE RESOURCE INVENTORY
LAZY K BAR RANCH
LOCATED IN A PORTION OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 12 EAST,
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

The WLB Group Inc. **WLB**
Engineering Planning Surveying
Landscape Architecture Urban Design
Offices located in Tucson, Phoenix, Flagstaff, Arizona, and Las Vegas, Nevada
4444 East Broadway
Tucson, Arizona (520) 881-7480

LAZY K BAR RANCH
8401 N SCENIC DR
MARANA, ARIZONA 85743
Project

SITE RESOURCE INVENTORY
COVER SHEET
Sheet Title

No. Date Item
Revisions

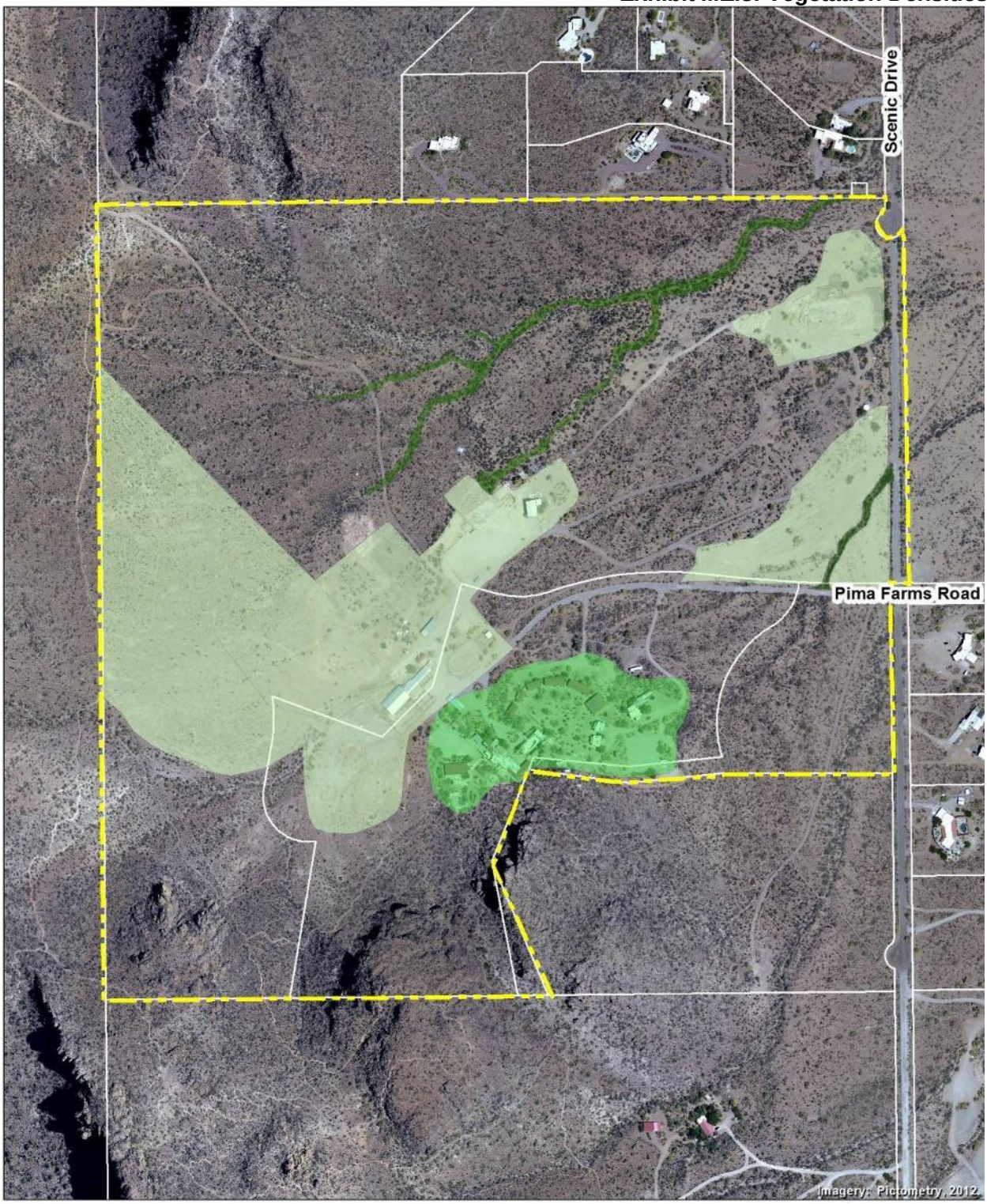
Scale AS SHOWN
Job No. 113021A001
Date JUNE 2013
Designed By CB
Checked By GLG

Sheet 1 of 8

SITE RESOURCE INVENTORY LAZY K BAR RANCH

N:\113021\cad\113021 lazy k sri1.dwg Plotted: Jun. 13, 2013 - 2:49pm

Exhibit II.E.3: Vegetation Densities



LEGEND

- Specific Plan Boundary
- Parcels
- Manicured/Introduced Vegetation
- High Density
- Medium Density
- Low Density

NORTH 0' 250' 500'

FILE NAME: Veg_Dens_6x8_MAR-04.mxd
SOURCE: Pima County GIS, 2013

F. Wildlife

1. Letter from Habitat Specialist

a. Presence of any State-listed Threatened or Endangered Species

The Sonoran Desert Tortoise (*Gopherus morafkai*) is a candidate for ESA protection. The HDMS search found that the tortoise occurs within 3 miles of the property. The tortoise carries *sensitive* and *wildlife of special concern* designations.

The Fulvous Whistling-Duck or *Dendrocygna bicolor* occurs within 3 miles of the specific plan area and carries a *species of concern* status.

There are 2 wildlife corridors within 3 miles of the project, including: Coyote – Ironwood – Tucson Linkage Design and the Tucson – Tortolita – Santa Catalina Mountains Linkage Design.

b. High Densities of a Given Species

According to the Arizona Game and Fish Department, there is no evidence that high densities of a given species exist within the project area.

2. Arizona Game and Fish Department Environmental Review

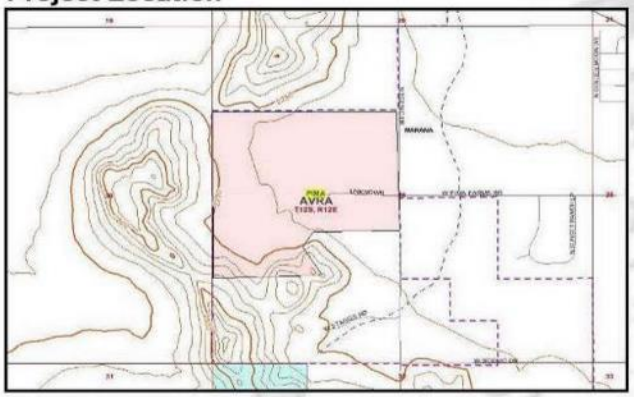
In support of this analysis, the AGFD HDMS was accessed via their On-line Environmental Review Tool, to locate records of occurrence within 3 miles of the property for these species. The summary page from the HDMS review has been included as Exhibit: II.F.1: AGFD Online Environmental Review.

The HDMS does include records for one species that does not have Endangered Species Act (ESA) protection: the Cactus Ferruginous Pygmy-owl (Glaucidium brasilianum cactorum), which used to have ESA protection. The Pygmy-owl receives the protections provided by the Migratory Bird Treaty Act and is designated as a sensitive (S), species of concern, and Wildlife of Special Concern (WSC).

Exhibit II.F.1: AGFD Online Environmental Review

Arizona's On-line Environmental Review Tool
Search ID: 20130603020456
Project Name: MAR-04
Date: 6/3/2013 10:04:05 AM

Project Location



Project Name: MAR-04
Submitted By: Kelly Lee
On behalf of: CONSULTING
Project Search ID: 20130603020456
Date: 6/3/2013 10:04:01 AM
Project Category: Development Within Municipalities (Urban Growth),Residential single dwelling and associated infrastructure,New construction
Project Coordinates (UTM Zone 12-NAD 83): 486400.745, 3580309.885 meter
Project Area: 131.991 acres
Project Perimeter: 3201.910 meter
County: PIMA
USGS 7.5 Minute Quadrangle ID: 1725
Quadrangle Name: AVRA
Project locality is currently being scoped

Location Accuracy Disclaimer
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Receipt is solely responsible for the project location and thus the correctness of the Project Review Receipt content.

The Department appreciates the opportunity to provide in-depth comments and project review when additional information or environmental documentation becomes available.

Special Status Species Occurrences/Critical Habitat/Tribal Lands within 3 miles of Project Vicinity:

Name	Common Name	FWS	USFS	BLM	State
Abutilon parishii	Pima Indian Mallow	SC	S	S	SR
Coyote - Ironwood - Tucson Linkage Design	Wildlife Corridor				
Dendrocygna bicolor	Fulvous Whistling-Duck	SC			
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S	WSC
Gopherus morafkai	Sonoran Desert Tortoise	C*	S		WSC
Opuntia versicolor	Stag-horn Cholla				SR
Tucson - Tortolita - Santa Catalina Mountains Linkage Design	Wildlife Corridor				

Page 1 of 7 APPLICATION INITIALS: _____

G. Viewsheds

1. Viewsheds Onto and Across the Site

The Lazy K Bar Ranch project area is located on the edge of a developing area within the Town of Marana limits. Residential developments exist in the vicinity to the north, south and east of the site, with one residence to the west on the other side of the mountains in the Avra Valley, almost a half-mile away. Topography within the project area contains slopes that are greater than 15 percent along the west boundary and in the southwest portion of the site. Just outside the west boundary, there are steep cliff-sides and significant topographic features, including a mountain range to the southwest of the site. The general landscape is dominated by natural desert upland vegetation with three washes crossing through the project area. Viewsheds onto and across the site are dominated by mature native trees, cacti, and shrubs. Views of the middle ground are partially obstructed by vegetation in the foreground. Views of the background (greater than eight miles) include the Tortolita, Tucson, and Catalina Mountains.

See *Exhibit II.G.1.a: Photo Key Map* and *Exhibit II.G.1.b: Site Photos*.

2. Area of High Visibility from Adjacent Off-Site Uses

North: The northern boundary of the specific plan area slopes up to a hillside at the northwestern corner, which allows for increased visibility south onto the site; the top of the hill provides increased visibility of homes located just north of the specific plan.

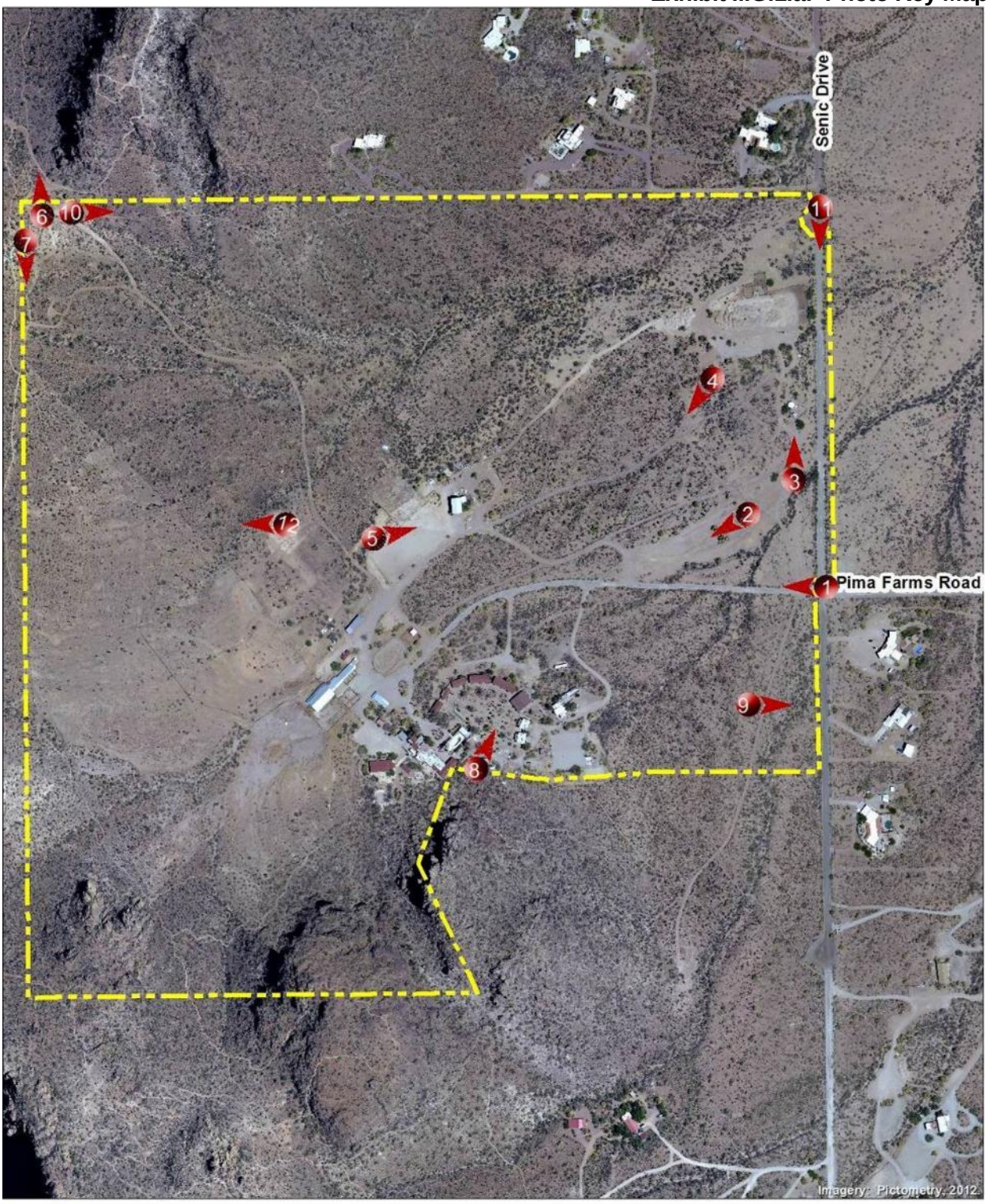
South: The Tucson Mountains, including Brown Mountain, provide increased elevation, allowing for increased visibility when looking north, across the site; vegetation is not a limiting factor.

East: The eastern portion of the specific plan area is relatively flat with slightly changing topography and varying vegetation densities that limit the views to the west.

West: The Tucson Mountains provide increased elevation, allowing for increased visibility when looking east, across the site; vegetation is not a limiting factor.

See Exhibit II.G.2: Visibility.

Exhibit II.G.1.a: Photo Key Map



LEGEND

Specific Plan Boundary

4 Photo ID & location photo was taken

NORTH 0' 250' 500'

FILE NAME: PhotoKeyMap_6x8_MAR-04.mxd
SOURCE: Pima County DOT GIS, 2013

Exhibit II.G.1.b: Site Photos



Photo 1: View looking west onto the site from the eastern property boundary, Scenic Drive.



Photo 2: View near eastern boundary looking west across the site and disturbed area.



Photo 3: View looking north from the eastern portion of the site towards well and water storage.



Photo 4: View looking southwest from the northeast corner of the site.



Photo 5: View looking east from the center of the site.



Photo 6: View looking north from the northwest corner of the site.

Exhibit II.G.1.b: Site Photos, continued



Photo 7: View looking south along the western boundary from the northwest corner of the site.



Photo 8: View looking northeast from the south-central part of the site.



Photo 9: View looking east from the eastern portion of the site.



Photo 10: View looking east from northwestern corner of the site.

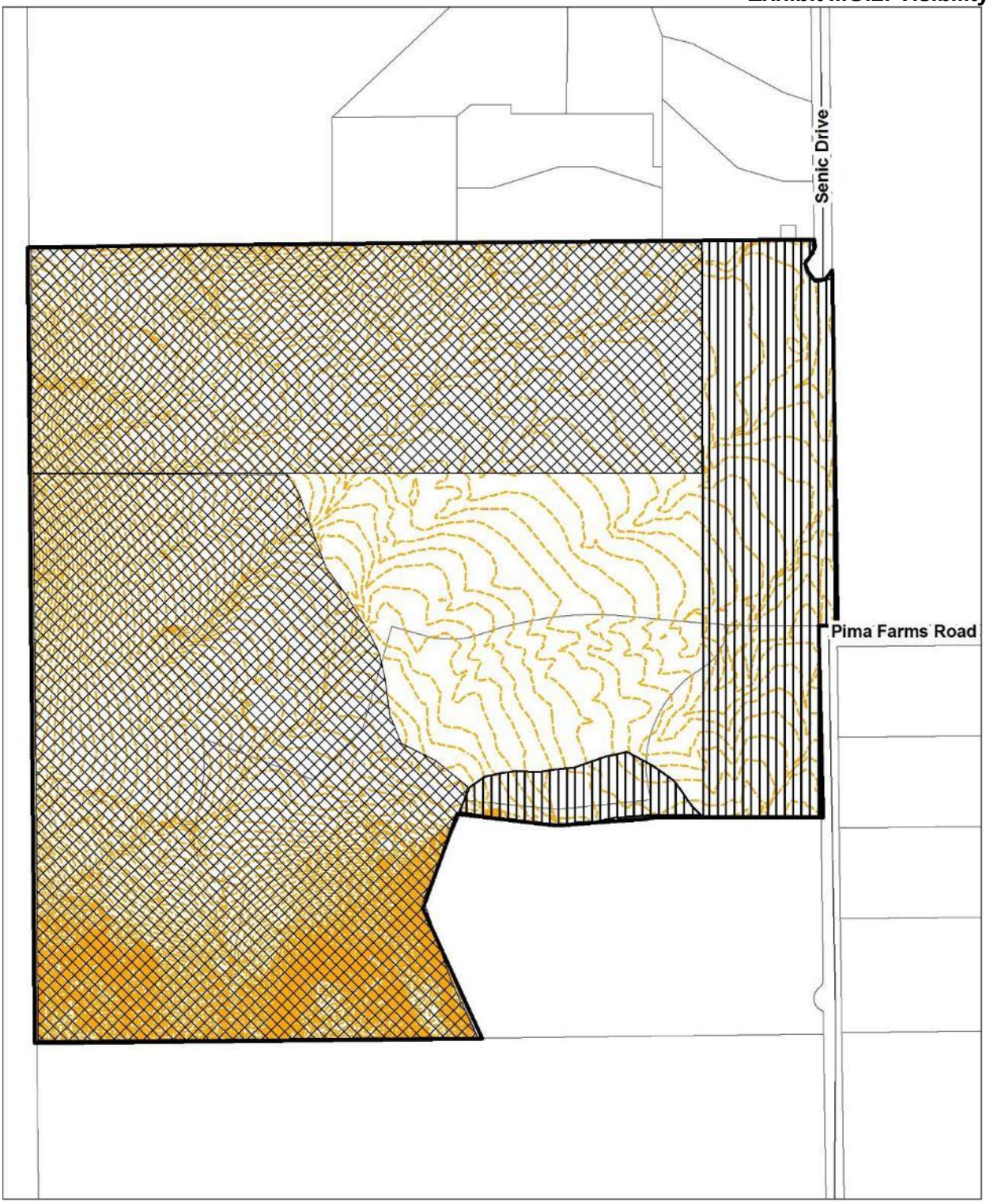


Photo 11: View looking south along Scenic Drive from northeast of the site.



Photos 12: View looking west from a location near the center of the site.

Exhibit II.G.2: Visibility



H. Traffic Circulation and Road System

A Traffic Impact Analysis is being prepared by Southwest Traffic Engineering, LLC and will be submitted under separate cover.

1. Existing and Proposed Off-Site Streets

Scenic Drive is adjacent to the eastern boundary of the project area. Pima Farms Road intersects Scenic Drive, providing access to the site from the east.

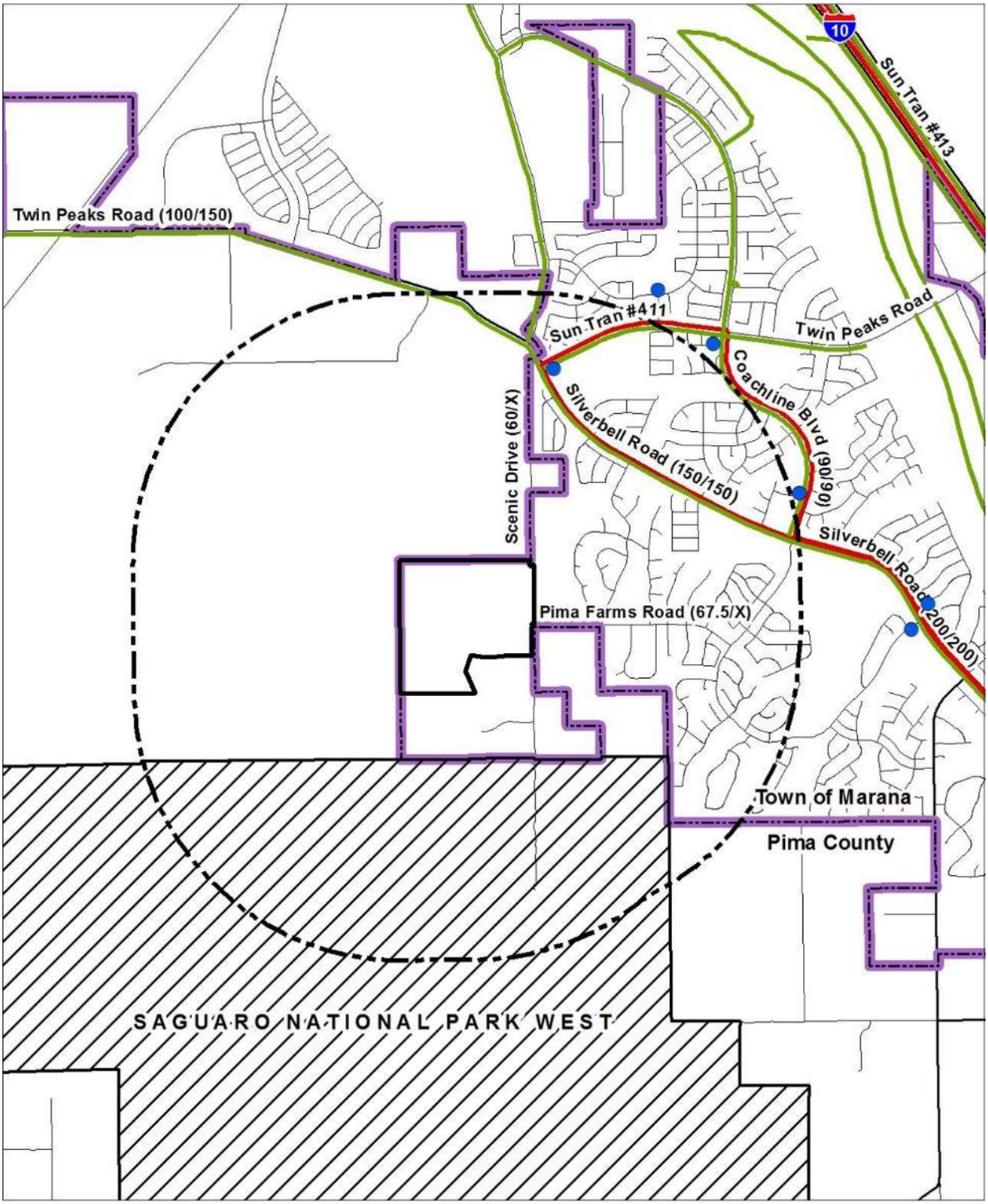
No off-site roads are proposed as a part of this project. Existing roadways within the project area are shown on *Exhibit II.H.1: Traffic*.

Scenic Drive
Scenic Drive is a 2-lane minor collector with a 60' right-of-way (R-O-W). The road is paved north of the Pima Farms Road alignment. However, northbound Scenic Drive terminates at Pima Farms Road and a small segment of the roadway between there and the single-family residences to the north is currently closed to thru traffic. North of the road closure, Scenic Drive continues until it reaches Silverbell Road. South of Pima Farms Road, Scenic Drive is a 2-lane dirt road. Southbound Scenic Drive terminates shortly before entering Saguaro National Park West.

The posted speed limit is 25 MPH. There currently is no average daily trip (ADT) data for Scenic Drive.

Pima Farms Road
Pima Farms Road is a paved 2-lane road with a 60' and 67.5' R-O-W. The posted speed limit is 30 MPH.

Exhibit II.H.1: Traffic



2. Existing Access and Rights-of-Way

A roadway inventory was conducted to obtain the following information:

- Existing and Proposed Right-of-Way;
- Whether or not said widths conform to minimum requirements;
- Ownership;
- Whether or not rights-of-way jog or are continuous;
- Number of travel lanes and theoretical capacity and design speed for existing roads;
- Present average daily traffic for existing streets; and
- Based on a preliminary visual assessment, a description of the surface conditions of existing roadways providing access to the site:

Table II.H.2: Roadway Inventory

	Silverbell Road	Twin Peaks Road	Scenic Drive	Pima Farms Road	Coachline Blvd	Continental Reserve Loop
Major Routes Classification	Arterial	Arterial	Minor Collector	Minor Collector	Minor Collector	Minor Collector
Existing R.O.W. (Feet)	150-200	100-150	60	67.5	90	75
Future R.O.W. (Feet)	150-200	150	N/A	N/A	90	N/A
Current Number of Lanes (proposed)	4	4	2	2	4	2
Speed Limit	45	35-45	25	30-35	45	45
Ownership	Marana	Marana	Marana	Marana	Marana	Marana
ADT (Source, Year)	14,800 (TOM, 2011)	7,300 (TOM, 2011)	N/A	N/A	7,000 (PAG, 2010)	N/A
Capacity (Florida Dept. of Transportation, 2002)	32,900	15,600	N/A	15,600	15,600	15,600
Conforms to Width Standards	Yes	No	Yes	Yes	Yes	Yes
Surface Conditions	Paved	Paved	Dirt/Paved	Paved	Paved	Paved

Source: Pima Association of Governments (PAG), Town of Marana General Plan, and Site Visit – 3.11.13

3. Roadway Improvements

There are two projects listed in the adopted 2040 Pima Association of Governments Regional Transportation Plan (PAG RTP) within the project area. Both projects are for the Twin Peaks Corridor and one has already been completed. These projects are:

- Twin Peaks Road #1 – Sidewinder Lane to Silverbell Road, Widen roadway to 4-lanes, Middle Timeframe (2020-2030), Pima County, $30,000,000
- Twin Peaks Road #2 – Silverbell Road to new Interstate 10 TI, Construct 4-lane roadway and bridge over the Santa Cruz River, Early Timeframe (2010-2020), Marana, $21,456,000 – COMPLETED

4. Existing and Proposed Intersections on Arterials within One Mile and Most Likely to be Used by Traffic from this Site

Pima Farms Road at Continental Reserve Loop will be used by vehicles generated by the project. Continental Reserve Loop intersects Silverbell Road which acts as the main arterial for the site and provides access north and south to Twin Peaks Road and Cortaro Road.

5. Existing Bicycle and Pedestrian Ways Adjacent to the Site and Their Connections with Arterial Streets, Parks and Schools

Four of the project area roads that are within one mile of the project site are designated on the Tucson Bike Map as bike routes. Coachline Road and Continental Reserve Loop are designated as bike routes with a striped-shoulder. South of the Silverbell Road and Twin Peaks Road alignment, both roads have a bike route with a striped shoulder that extends south and east, respectively. North of the intersection of Twin Peaks Road and Silverbell Road both roads are listed as key connecting streets for bicyclists. There are no sidewalks adjacent to the project area.

I. Existing Utility Infrastructure

There are 2 wells located on the site or within 100-feet of the site. A 12-inch water main exists within the Pima Farms Road right-of-way east of Lazy K Bar and was installed as an off-site improvement associated with the development of Ironwood Reserve. The main is stubbed out to the intersection of Scenic Drive and Pima Farms Road. Public sewer infrastructure exists to the north and east. Overhead utility lines exist along Pima Farms Road and Scenic Drive.

J. Recreation and Trails

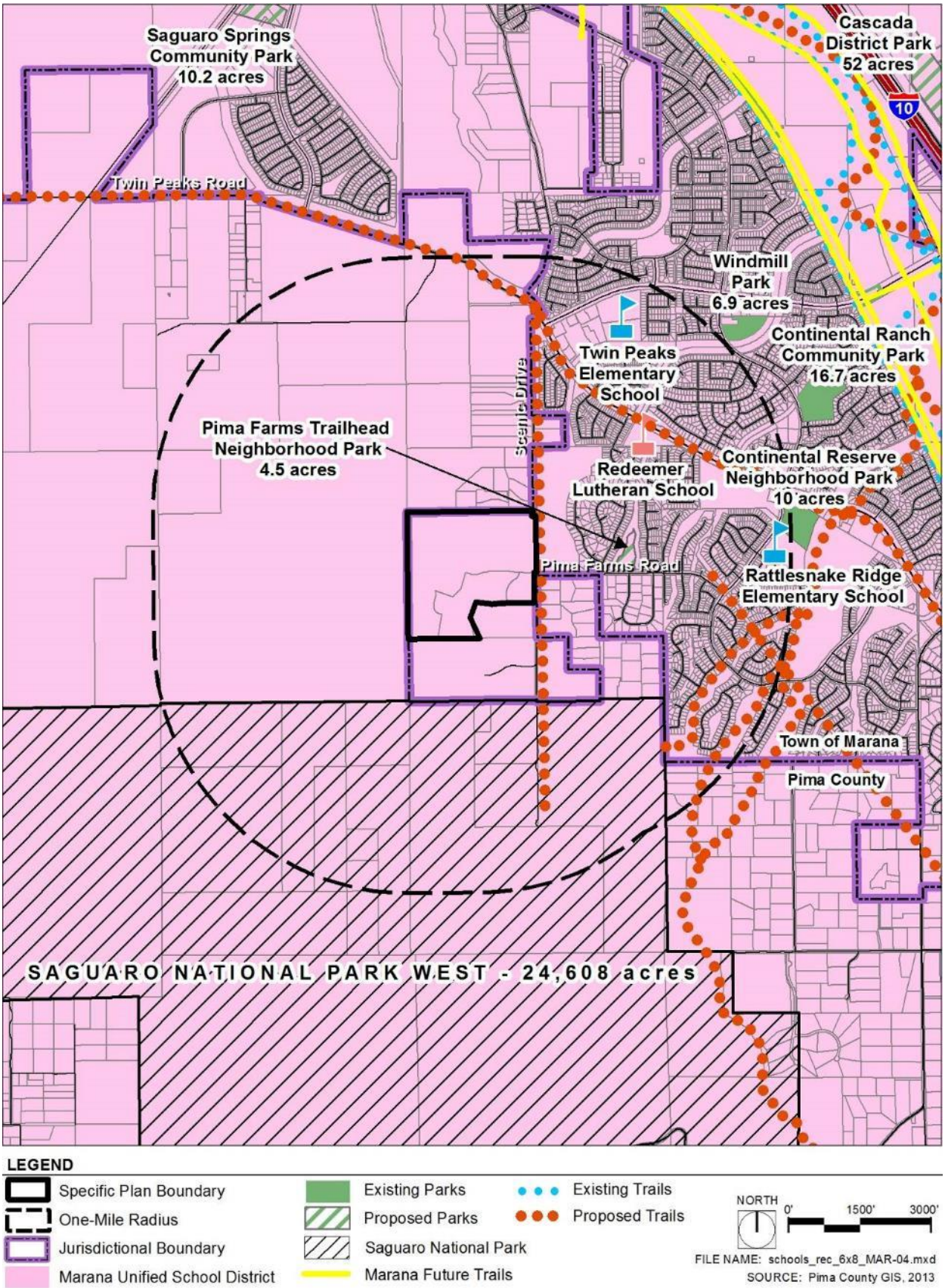
1. Open Space, Recreation Facilities, Parks and Trails

As shown on *Exhibit II.J.1* there is one park, Continental Reserve Community Park, within one mile of the project site. The Pima Farms Trailhead Neighborhood Park, located less than a half mile to the east, is undeveloped and is planned to provide access to Saguaro National Park West from Continental Reserve. Windmill Park and Continental Ranch Neighborhood Park are located northeast of the site, approximately 1.1 miles away. Additionally, the proposed Cascada District Park is located approximately 2.25 miles northeast of the project area. According to the Cascada Specific Plan, the district park will include sports fields, park amenities such as picnic areas and an integrated system of trails providing connectivity to the regional trail system.

According to the Town of Marana's Comprehensive Parks, Trails and Open Space Master Plan, there are no existing trails within one-mile of the project site. Approximately one-half mile to the south is the boundary of Saguaro National Park, which features an extensive trail system. The Pack Rat Trail, Scenic Trail and Passey Loop Trail are all located in the northeast corner of the park boundary, east of Scenic Drive. There are multiple proposed trails, including the Anza Trail, within one-mile of the project site and 3 proposed unpaved, single-track trails, concentrated to the east of the development. The three single-track trails are clustered around the southern portion of Ironwood Reserve. There is an existing greenway along Silverbell Road, which is proposed to extend west along Twin Peaks Road.

There is an existing offsite north-south trail located west of the property boundary which connects to Sanctuary Cove directly south of Lazy K Bar and eventually to Saguaro National Park (West) and the Tucson Mountain Park. This trail at the base of the adjacent rock outcrops traverses rough and rugged, and at times, steep terrain as it travels further north and especially south toward the base of Sombrero Peak. There are also several remaining on-site pedestrian and equestrian trails throughout the property that were used by the ranch and its guests in the past. None of these trails were ever formally granted public access, nor are they shown on *Exhibit II.J.1: Recreation and Schools*. Existing on-site trails can be seen on the aerial shown in *Exhibit III.E.1: Land Use Concept Plan*, which also shows an existing trail leading up the steep rock cliffs in the southernmost portion of Lazy K Bar that currently connects the ranch house area with existing off-site trail networks.

Exhibit II.J.1: Recreation and Schools



K. Cultural Resources

1. Location of Resources On-Site

SWCA Environmental Consultants (SWCA) conducted a Class I cultural resources records review of a 138-acre property (Lazy K Bar Ranch) in April of 2013. More specifically, SWCA conducted the review to identify potential historic properties (i.e., properties listed in or eligible for listing in the National Register of Historic Places [NRHP]) that have the potential to be affected by the property development.

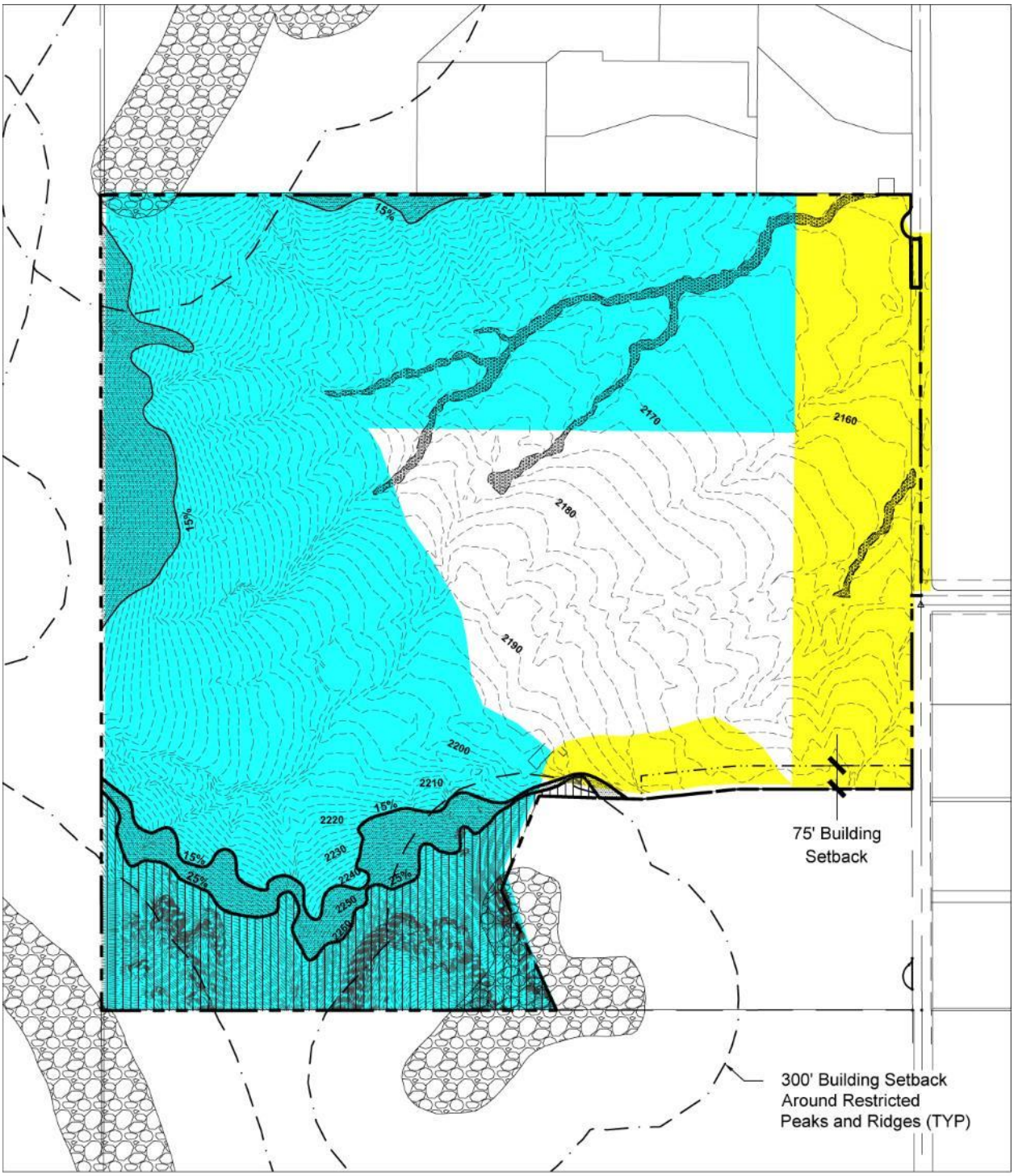
As part of their research on the property, SWCA consulted the AZSITE database, which includes records from the Arizona State Museum (ASM), Arizona State University, the Arizona State Historic Preservation Office, and the Bureau of Land Management, for previously conducted surveys and previously recorded sites in the project area.

The records search showed that two archaeological surveys (ASM Accession Nos. 1981-174.ASM and 1999-81.ASM) have been conducted in the current project area. No archaeological sites have been previously recorded within the project area (see Figure 2). Project 1981-174.ASM was conducted as part of the Northern Tucson Basin Surveys (Madsen et al. 1993) and covered the entire current project area. The second survey, 1999-81.ASM, was conducted in 1999 by Old Pueblo Archaeology as a part of the Pima Farms Development Project (Jones 1999) and overlapped the eastern portion of the current project area. Neither survey identified any cultural resources within the current project area.

L. McHarg Composite Map

Information regarding topography, hydrology, vegetation, wildlife and views has been combined to form the McHarg Composite Map, displayed as *Exhibit II.L.1*. The purpose of the McHarg Composite Map is to highlight areas that are available for development. Refer to Section III Development Plan for more information on how the site plan responds to the site's physical constraints.

Exhibit II.L.1: McHarg Composite Map





LAZY K BAR RANCH
SPECIFIC PLAN
DEVELOPMENT PLAN

A. Purpose and Intent

The Lazy K Bar Ranch Specific Plan establishes the framework for the development of a 138-acre residential community within the Town of Marana, Pima County, Arizona. The Specific Plan provides a method for applying standards and guidance to ensure that this development meets the needs of the community while appropriately responding to and considering adopted plans, adjacent development, the environment and site-specific conditions.

This Development Plan responds to the site analysis, technical research, and community values through the use of regulations or controls to resolve any potential development-related issues. Once approved, the Specific Plan describes the planning considerations for parcels, imposes controls on the development of such parcels and is detailed accordingly in the final plat. The boundaries of this Specific Plan are shown on *Exhibit II.B.1*.

B. Design Principles and Vision

The Lazy K Bar Ranch Specific Plan is intended to be developed in keeping with the following goals and objectives:

- Preserve and feature the natural beauty of the site, including the washes, riparian areas and rock outcroppings.
- Maximize the spectacular views of Sombrero Peak and the other surrounding peaks and ridges to the south and west, as well as city views to the east from all lots throughout the proposed community.
- Minimize cut and fill and avoid development on slope areas to preserve vistas from other properties.
- Preserve and feature the historic ranching and guest ranch heritage of the site through preservation of the Mountain Pavilion Terrace (event lawn) and those portions of the ranch house with the highest historical significance, as well as through the use of many of the Lazy K Bar Ranch documents, photographs and objects of interest such as furnishings, a stage coach, signage and other mementos. These items will be catalogued by the owners of the Ranch.
- Provide a variety of lot sizes and price ranges of homes through a mix of offerings that are targeted toward “move-up buyers”.
- Offer recreational and social opportunities for a variety of age ranges and needs through open space, active and passive recreation areas and neighborhood gathering spaces.
- Provide pathways and trails throughout neighborhood affording pedestrian connectivity and access to local public trails and the Saguaro National Park.
- Provide buffering for existing residents adjacent to the property through the provision of natural open space adjacent to these areas and on the north through adequate grade differential to reduce the visibility of proposed homes from the sight lines of adjacent residences.
- Focus development on existing disturbed areas and selectively revegetate previous disturbance where appropriate.

- Provide meaningful open space that allows for wildlife movement across the site while preserving a large portion of the remaining native vegetation.
- Create visually appealing focal points throughout the community.
- Provide view openings of the majestic mountain backdrop to foster a sense of place and allow for visual amenity.

C. Relationship to Adopted Plans

1. Marana General Plan

The proposed Specific Plan will conform to the Town of Marana General Plan and the recommendations set forth by regulatory agencies involved in permitting.

Lazy K Bar is located within the Planning Area boundary of the Town's General Plan directly west of the Southern Growth Area. Designed to help meet the current and future needs of the Town, the Specific Plan establishes goals and polices that are in line with the Town's General Plan and Strategic Plan.

The Lazy K Bar Ranch Specific Plan is in agreement with the overall General Plan, including the following highlighted goals, policies and actions:

General Plan Goal, Land Use and Growth Element: Adopt sustainable development as a unifying goal to secure Marana's future

Marana's quality of life must be sustained for many generations to come. Conserving open space and protecting undisturbed land promotes an increase in the general welfare and wellbeing of local residents by providing trails for recreation and sport. Open space, including natural vegetation, provides ecosystem services that reduce negative storm water runoff effects like erosion, protect wildlife habitat, and improve water quality by allowing debris and pollution to deposit over undisturbed land.

- General Plan Policy: Preserve and protect our natural resources in order to promote a sustainable community.
- General Plan Action: Preserve the Sonoran Desert character by evaluating appropriate site disturbance standards and preserving native plants.

Specific Plan Conformance: The Lazy K Bar Ranch Specific Plan leaves a considerable amount of the site undisturbed, preserving nearly 55% of the native vegetation on-site and minimizing the impact on washes. Similar to the Ironwood Reserve subdivision to the east, Lazy K Bar will utilize cluster development to avoid environmentally sensitive areas and provide open space amenity to residents.

General Plan Goal, Land Use and Growth Element: Provide opportunities for diverse developments that maximize the benefits to the community

The provision of a range of housing types and affordability is necessary to create a thriving community that can accommodate residents of any socio-economic class. By providing housing for residents of all income levels, land uses such as industrial, commercial and office space are complemented with a variety of skilled workers; thus, attracting future development and employment opportunities to the Town.

- General Plan Policy: Promote new development that is compatible with existing land uses.
- General Plan Action: Establish appropriate land development designations with densities and intensities that complement existing natural conditions and residential areas.
- General Plan Action: Develop guidelines for enhancing new development and mitigating potential impacts on existing neighborhoods.
- General Plan Policy: Provide opportunities for a variety of housing types and economic levels.
- General Plan Action: Designate a wide range of residential development densities from low density rural to multi-family urban.

Specific Plan Conformance: Lazy K Bar is located within the Planning Area Boundary of the Town of Marana's 2010 General Plan and is adjacent to the Southern Growth Area. The land use designation on the property is Rural Density Residential, 0.1-0.5 residences per acre (RAC). The proposed RAC for Lazy K Bar is 1.29 residences per acre. Marana's 2010 General Plan states that a two-step increase change of the current land use designation will result in a major amendment to the General Plan. The proposed density of 1.29 RAC is a one-step increase change of the current land use designation and is therefore considered a minor amendment to the General Plan. A minor general plan amendment to Master Planning Area to reflect the proposed "F", Specific Plan zoning is being processed concurrently with this Specific Plan.

Lazy K Bar will feature high-quality design and development that is compatible with what exists in the area, as well as a range of lot sizes and housing types to accommodate homebuyers at varying "move-up buyer" income levels. According to the 2010 General Plan, there is Rural Density Residential immediately surrounding the site and the vast majority of land to the east is designated as Master Planned Area and is developed at higher densities than what is being proposed by this specific plan. Several residential subdivisions exist within the master planned area east of Lazy K Bar. The property is positioned west of a single-family residential subdivision, Ironwood Reserve, and directly south of unsubdivided, single-family residential large lot homes. To the northeast are the Twin Peaks and the Twin Peaks Highland subdivisions; both are single-family residential, one- and two-stories. Several other subdivisions exist east of the site at varying densities.

Table III.C.1: Lot Sizes

Developments	Lot Square Footage		
Ironwood Reserve	6,122	7,179	12,435
Lazy K Bar Ranch (Proposed)	7,200	9,100	11,200

The move-up and second move-up homes proposed for Lazy K Bar Ranch will have pricing that starts above Continental Reserve and Ironwood Reserve. It is a product not currently offered in the area and thus meets a plan goal of expanding the upper end price range of housing offered in the area.

General Plan Goal, Parks and Recreation Element: Provide a system of developed parks and recreational facilities throughout the community.

Access to parks and recreational facilities is an important part of well-functioning communities. Given today's sedentary lifestyles, people need opportunities to engage in outdoor activities. Providing trails and neighborhood parks improves the health of community residents while allowing them to experience the natural beauty of the Sonoran Desert. Improving the general welfare and wellbeing of communities through outdoor recreation helps instill a unique sense of place, and pride in their community, for residents that enjoy the provided amenities.

- General Plan Policy: Support the development of recreational facilities in new residential areas.
- General Plan Action: Require neighborhood parks in all new residential developments following standards described in the 2010 Town of Marana Parks, Recreation, Trails and Open Space Master Plan.
- General Plan Action: Require path/trail easements and constructed elements to link neighborhood parks with residences, schools, and the public path/trail system.
- General Plan Action: Require Homeowner's Associations to maintain private recreation facilities (neighborhood parks) to the appropriate standard as defined in the 2010 Town of Marana Parks, Recreation, Trails and Open Space Master Plan.

Specific Plan Conformance: Lazy K Bar will feature public trail access and active recreation areas. Maintenance of the parks and trails within the project will be the responsibility of the Homeowner's Association, regulated by Covenants, Codes and Restrictions (CC&Rs). For more information, see section IV.E.1.

General Plan Goal, Open Space and Trails Element: Protect and preserve natural open space.

The vast array of wildlife species that persist along the Tucson Mountains help to create the unique desert landscape so beloved by those in the Town of Marana. Maintaining critical wildlife habitat and linkages for species movement is an important part of their persistence in the future, especially considering that each species has its own unique habitat requirements, migration patterns and range.

- General Plan Policy: Develop a connected system of natural open space preserves that protect wildlife habitat, wildlife linkages, and cultural resources.
- General Plan Action: Preserve, protect, or conserve areas of high-value habitat and wildlife movement linkages as identified in the Marana Draft Habitat Conservation Plan (HCP) and the Marana Parks, Recreation, Trails, and Open Space Master Plan.
- General Plan Action: Preserve Natural Undisturbed Open Space (NUOS) to maintain wildlife access and movement within and through development sites that are subject to discretionary land use actions, as described in the Draft HCP.
- General Plan Action: Preserve and protect existing natural drainage systems as identified in the Marana Draft HCP riparian map.
- General Plan Policy: Create protected continuous open space linkages and viable wildlife corridors throughout the community.
- General Plan Action: Protect the viability of wildlife corridors mapped in the Draft HCP, using innovative site planning and design.

Specific Plan Conformance: Lazy K Bar is designed to concentrate grading activities towards already disturbed areas of the site. Focusing development efforts away from greenfield development (undisturbed, naturally occurring areas) helps avoid encroaching onto the streams that traverse the property, protects wildlife corridors identified in the Town of Marana's Habitat Conservation Plan, and preserves native vegetation and drainageways. The total amount of open space in Lazy K Bar is 55%.

2. Marana Strategic Plan

The Lazy K Bar Ranch Specific Plan is a master planned community in the Town of Marana consisting of 138 acres of property just west of the Continental Reserve and Ironwood Reserve residential communities. The purpose of the Specific Plan is to establish a development plan, regulations and performance standards specific to providing the flexibility and specificity needed to guide the property's development in a manner befitting its unique setting and character.

The Lazy K Bar Ranch Specific Plan supports the five areas of the Marana Strategic Plan:

Commerce – Construction of proposed community will provide jobs as well as revenue to the Town through construction sales tax and development services fees.

Community – This new residential community will provide new housing choices in the popular Continental Ranch area, attracting new residents to the Town. Offering larger lots and higher end housing options creates a logical transition in housing product type and price when moving west through Continental Ranch past the Continental Reserve and Ironwood Reserve communities. Careful development of the site as a gated enclave will ensure the preservation of the more environmentally sensitive areas beyond the site, as well as the suburban lifestyle of existing residents.

Heritage – The historic ranching and guest ranch heritage of the site will live on through the continued use of the Lazy K Bar name, the preservation of the Mountain Pavilion Terrace and hardscape, those portions of the original ranch house with the highest historical significance, and through the use of many of the Lazy K Bar Ranch documents, photographs, objects of interest, signage and other mementos.

Progress/Innovation – Dedication to a conscientious approach to responsible development, high-performing homes and cost saving for potential future homebuyers reflects the intent of the Lazy K Bar Ranch Specific Plan. The community will strive to incorporate sustainable building practices such as the use of energy efficient construction materials and appliances as well as innovative site design conservation techniques to decrease energy usage, minimize impact to the environment, conserve water and promote healthy lifestyles.

Recreation – The development plan proposes a variety of open space and recreation opportunities for all ages of its residents, ranging from active and passive recreation areas to natural open space areas and trails. A proposed internal loop trail will connect to the trail along the northern boundary, offering ample opportunity to enjoy a superb hike and breathtaking views. Although short, the trail along the northern boundary proposed for preservation follows a path through an existing stand of saguaros, many of which will be preserved through the undisturbed open space provided along the northern boundary. The trail will also be slightly lengthened through the provision of both an internal trail connection and a public trailhead located at the northeast corner of Lazy K Bar. The trail along the north boundary will be the only publically accessible trail located onsite.

D. Compatibility with Adjoining Development and Location Restrictions

1. Adjoining Development Compatibility

The specific plan area is located on the western edge of a master planned area with several subdivisions within one-mile of the project site. The master planned communities Continental Ranch and Continental Reserve comprise much of the developed land to the east. Other subdivisions in close proximity to Lazy K Bar include Ironwood Reserve, Twin Peaks Highland, Silver Moon, Twin Peaks, Sierra Crest, Sunset Ranch Estates and the Stoneridge subdivision. Coupled with retail and big box stores near Cortaro Road, these subdivisions lend themselves to improving economic development within the Town of Marana. Sanctuary Cove, owned and operated by All Creeds Brotherhood, is a scenic area with trails and a chapel for the public to enjoy. The chapel is located over 500 feet south of the rock outcrops along the south boundary of the project area. Ironwood Reserve, a single-family residential subdivision, with one- and two-story homes and 2.0 RAC, is immediately adjacent to the east of Lazy K Bar. Similar to Lazy K Bar Ranch, Ironwood Reserve successfully implemented open space into the subdivision's design while preserving environmentally sensitive areas like washes running through the site. In comparison, however, Lazy K Bar Ranch will be less dense with a gross density of 1.29 RAC. Both Twin Peaks and Twin Peaks Highland, located to the northeast of the site, are single-family residential subdivisions with one- and two-story homes. The gross density of those two subdivisions is 3.4 and 4.0 RAC, respectively.

E. Land Use Concept Plan

The Lazy K Bar land use concept plan responds to site-specific conditions and environmental constraints as identified in the site analysis. The plan consists of 178 single-family residential units with a density of approximately 1.29 designated units per acre *(See Exhibit III.E.1: Land Use Concept Plan*). The developer proposes three distinct product types on varying lot sizes to meet the unique needs, preferences and lifestyles of Arizona homebuyers. The smallest proposed lot size, located in the eastern portion of the site, is 7,200 square feet with dimensions of 60'x120'. Homes in the middle of the site have a proposed lot size of 9,100 square feet (70'x130') and the higher elevation lots in the western portion of the site have the largest lot size; 11,200 square feet with dimensions of 80'x140'. Homes will be limited to single-story. Consistent with the goal of creating three distinct neighborhoods with individual character, the developer's product designs will consider current homebuyer lifestyle preferences, timeless rather than trendy exterior styling, incorporation of popular elements drawn from the developer's extensive customer experience, and a commitment to crafting inviting neighborhoods and distinctive places. The developer will build energy efficient homes using innovative construction techniques and materials.

Lazy K Bar Ranch already exhibits 49% disturbance from previous grading and development. The greatest areas of disturbance are concentrated around the center of the specific plan site, extending west and northeast. Currently, the center of the site is dedicated to infrastructure for supporting ranch operations, including: covered horse stalls and stables for housing livestock, tack room for storing supplies, housing for staff, casitas for guests, a barn, store and pool to accommodate guests using the ranch.

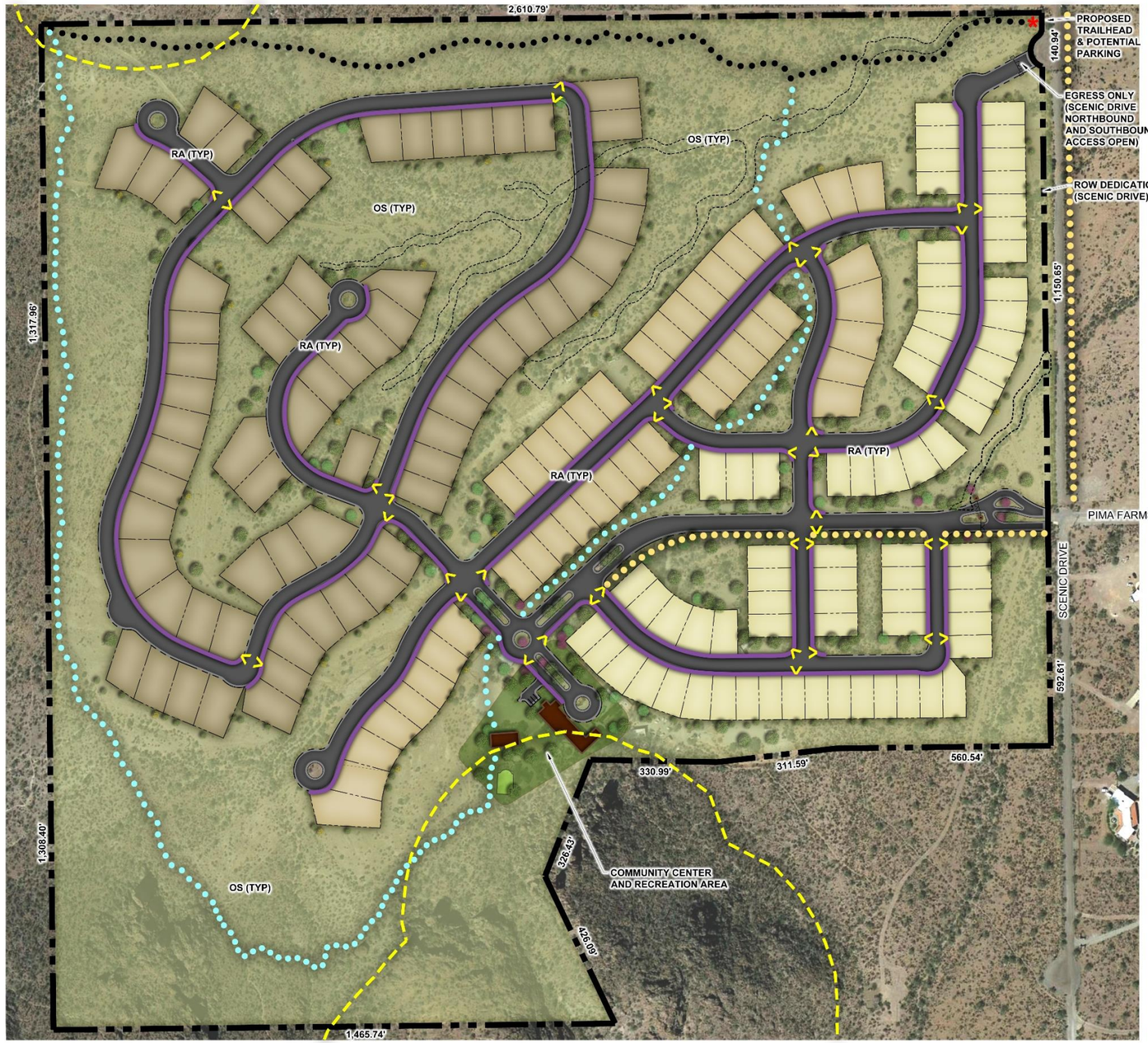
The proposed development of Lazy K Bar includes setting aside a large portion, approximately 55% of the total project area for open space. The development is designed to minimize disturbance of the on-site washes and riparian habitat by limiting development in those areas to wash crossings for roadways, and focusing residential development on the remainder of the site and primarily on already disturbed areas. Native plant species left intact will serve as habitat for Sonoran Desert fauna, providing visual amenity to residents in Lazy K Bar. Every lot in the community will have a backyard facing natural desert open space; this open space will be complemented by avoiding development on areas with slopes greater than 15%, preserving wildlife corridors, reducing development that encroaches on the two drainageways that lead out of the specific plan area to the north, and concentrating development on areas that have already been historically disturbed. A community recreation area, surrounding the existing ranch house, will serve Lazy K Bar residents along with the other preserved open spaces and trails. The Lazy K Bar Ranch Specific Plan will safeguard a portion of the historic nature of the property. The plan preserves, at a minimum, the original stone house portion of the larger ranch house lodge. This historic structure anchors the community to tie it to the property and Marana's rich historic past.

The community will be accessed from Pima Farms Road, a 2-lane minor collector, to the east of the site. Pima Farms is intersected by Scenic Drive, immediately adjacent to the eastern boundary of the specific plan. The only point of public access to Lazy K Bar is serviced by Pima Farms Road; therefore existing residents to the east including those in the Ironwood Reserve development will be affected by traffic from Lazy K Bar. By driving towards Silverbell Road, away from the site, Lazy K Bar residents will have access to Interstate 10 and other north-south major arterials, providing a range of alternate routes for shopping, work, and leisure activities.

Table III.E: Land Use Data

Area Description	Area (acres)	Percent Area
Total Site Area	138.2	100
Residential Lots	45.79	33.1
OPEN SPACE • N.U.O.S. • General Open Space • Recreation Area	76.01 34.55 39.08 2.38	55 25.0 28.3 1.7
Private Streets	16.40	11.9

Exhibit III.E.1: Land Use Concept Plan



LEGEND

- PROPERTY BOUNDARY
- IMPORTANT RIPARIAN AREA (IRA)
- 300' SETBACK: PROTECTED PEAKS AND RIDGES
- PUBLIC TRAIL (FUTURE TRAIL EASEMENT 1)
- PRIVATE TRAIL
- NATURAL PATH (4')
- SIDEWALK (4')
- CURB RAMP
- RECREATION AREA = 2.38 AC
- OPEN SPACE
- RESIDENTIAL AREA, 80'140' = 66 LOTS
- RESIDENTIAL AREA, 70'X130' = 45 LOTS
- RESIDENTIAL AREA, 60'X120' = 67 LOTS

TOTAL LOTS = 178

NOTES

1. AREA OF SUBJECT PROPERTY = 138.2 AC
2. EXISTING ZONING = RECREATIONAL RESORT
3. PROPOSED ZONING = LAZY K BAR RANCH SPECIFIC PLAN
4. OPEN SPACE (OS) = 76.01 AC, 55% OF SITE
5. NUOS = APPROX 25% OF SITE
6. RESIDENTIAL AREA (RA) = 62.19 AC, 45% SITE

LAZY K BAR RANCH

F. Circulation Plan

Ingress/Egress will be provided at a main gated location at Pima Farms Road and Scenic Drive. It is approximately 1.25 miles from Silverbell Road. A gated egress-only street, which will be the full proposed right-of-way width, is located at the northeastern corner of the site, providing a secondary access to Scenic Drive. All electronically controlled access gates including the main gate, shall be provided with an optical pre-emptive device with key switch back up approved by the fire code official. In accordance with the 2012 International Fire Code, the developer will also be responsible for installing no parking signage in accordance with the fire code and inclusion of the optical pre-emptive device and key switch for all street sections not meeting minimum widths including all cul-de-sac turnarounds. Either minor modifications to the proposed road layout will be needed to meet the separation requirements for fire apparatus access roads outlined in Section D 107.1 of the 2012 International Fire Code or all new homes will be equipped with an automatic fire sprinkler system to qualify for the design exception in the adopted fire code.

Interstate 10 is approximately 3 miles east of the site. North/south movements can be made by utilizing Scenic Drive (southbound travel terminates at base of the Tucson Mountains) or Silverbell Road to the east of the site. There are no off-site right-of-ways proposed for the site because access is already established through Pima Farms Road, with more than adequate existing capacity.

It is worth noting that the average daily trips (ADT) entering and exiting Lazy K Bar Ranch based on 178 single-family detached homes is vastly lower than the ADT associated with a 600-room hotel. The current zoning designation of Resort and Recreation would allow a 600-room hotel or resort on the property. According to the 9th Edition of the Institute of Traffic Engineers (ITE) *Trip Generation Manual*, a 600-room hotel would result in 5,352 vehicle trips per day (solely for the hotel, without consideration of activities geared toward non-overnight guests in the ballrooms and restaurants) compared to 1,780 daily trips for 178 single-family detached residences.

In order to improve regional circulation and to enhance project access, a 60 foot right of way will be dedicated along the eastern boundary of the project to provide for the reconnection of Scenic Drive to Pima Farms Road. The developer will enter into a development agreement with the Town of Marana providing for the developer to construct a new 24 foot width two lane public roadway connecting Pima Farms Road to Silverbell Road. The development agreement will additionally provide for reimbursement for a portion of the costs associated with constructing the new roadway and will additionally provide for construction of an earthen trail along Scenic Drive and for a public trail easement within the project.

A Traffic Impact Analysis was prepared by Southwest Traffic Engineering, LLC and submitted under separate cover.



G. Grading Element

Grading is directed to selected areas of the Lazy K Bar Ranch Specific Plan project area. After 85 years of intense guest ranch use on this site, it is impossible to credibly identify any significant undisturbed areas on this property. Grading will impact 45% of the site, leaving approximately 55% of the specific plan area undeveloped. The following indicates the size of each area graded and the percentage of the site. The overall allowable grading and related disturbance includes internal roadways and their right-of-way, building pads, driveways, accessory structures, utility crossings of natural washes, emergency access and other areas needed for infrastructure and utilities. Barriers such as temporary yellow rope or similar methods will be provided for machinery in order to ensure that the grading limits will not be exceeded and will be constrained to the areas designated for disturbance. The grading will be done in conformance with the Land Use Concept Plan and the Development Regulations of Lazy K Bar. In accordance with Title 25 of the Town of Marana *Land Development Code*, a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to ADEQ for coverage under the Arizona Pollution Discharge Elimination System (AZPDES) Construction General Permit is required and will be submitted to the Town for review and acceptance prior to commencement of grading activities.

H. Post Development Hydrology

1. Land Use Concept Plan Response to Hydrologic Characteristics:

The primary design components for the project drainage structures will be for the facilities to convey off-site drainage through the project site. The project will utilize constructed channels or storm drain pipes and on-site detention basins. Ultimately, on-site stormwater runoff to the downstream project boundaries will be conveyed in a way that closely mimics existing drainage patterns. Finished floor elevations will be one foot above the established base flood elevations of adjacent floodplains.

The off-site flows from the Tucson Mountain watersheds will be collected in channels directing the runoff around the project site. The post-developed 100-year floodplains within the project boundaries will be contained within the constructed channel. These channels will vary in depth from 3 to 6 feet below existing grade and have a longitudinal slope greater than 0.5% (min). The channels will have side slopes ranging from 3:1 to 1:1. For the slopes steeper than 3:1 or greater, slope protection such as dumped rock, gunite or grouted rock riprap will be provided for erosion control (See *Exhibit III.H.1: Post-Development Hydrology*). The constructed channels will direct the stormwater flows to the northeast corner of the project site where it uniformly sheetflows off the project site into natural channels.

This project is located within The Town of Marana and is required to comply with all drainage requirements set forth by the Town. This project is located within a balanced basin. As a result of being in a balanced basin, reduction of the post-developed runoff, to pre-developed levels, by means of retention and/or detention will be required for this

project to the extent necessary to ensure that, at a minimum, the post-development 2-, 10-, and 100-year peak discharges from the site will not exceed the pre-development conditions. Also, the project is a residential development larger than one acre in size, but has a density less than three units per developed acre. Therefore, the project site will not be required to meet the design requirements for the 5-yr threshold retention. The detention volumes for the project will be addressed during the platting and improvements plans within the Lazy K Bar Ranch Specific Plan area. A master drainage report will be a requirement for the development of this project.

2. Information and Substantiation for Encroachment/Modification of Drainage Patterns:

The project site is located in a Zone X as illustrated on the Revised Preliminary Flood Insurance Rate Map (FIRM) panel 04019C1650L, June 16, 2011 (see *Exhibit II.D.2.b.1: FEMA FIRM*). Although there is no on-site FEMA floodplain encroachments; according to the Town Of Marana Floodplain Ordinance, all non-FEMA washes greater than 50 cfs need to be mapped on-site for stormwater flows exiting and entering the project site. The encroachments into these non-FEMA floodplains for purposes of this ordinance, adversely affects means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will increase the water surface elevation of the base flood more than one (1) foot where the owner of the land doing the development owns both sides of the floodplain and no more than 0.1 foot where only one side is owned. In no case shall the development increase the water surface elevation more than 0.1 foot on the properties owned by others that are located upstream and downstream.

3. Potential Drainage Impacts to Off-Site Land Use Upstream and Downstream:

The post-developed stormwater runoff discharges will be the same as it is under existing conditions. The channelization of the off-site stormwater flows will concentrate the stormwater within the channel. These channels will be designed to release the stormwater downstream mimicking the existing floodplain width, depth, and velocity. The peak discharge flow rates exiting the project site will not increase since the project will comply with the Town of Marana retention/detention requirements. This development will not increase the water surface elevation to downstream facilities more than 0.1 foot.

4. Engineering and Design Features to be used to Address Drainage and Erosion Problems:

The lot layout was designed to largely maintain existing drainage patterns. No lots shall be platted within the locally regulated, developed conditions floodplain or erosion hazard setback areas as delineated in the final accepted drainage report. The maximum increase in the existing water surface elevations due to encroachment is

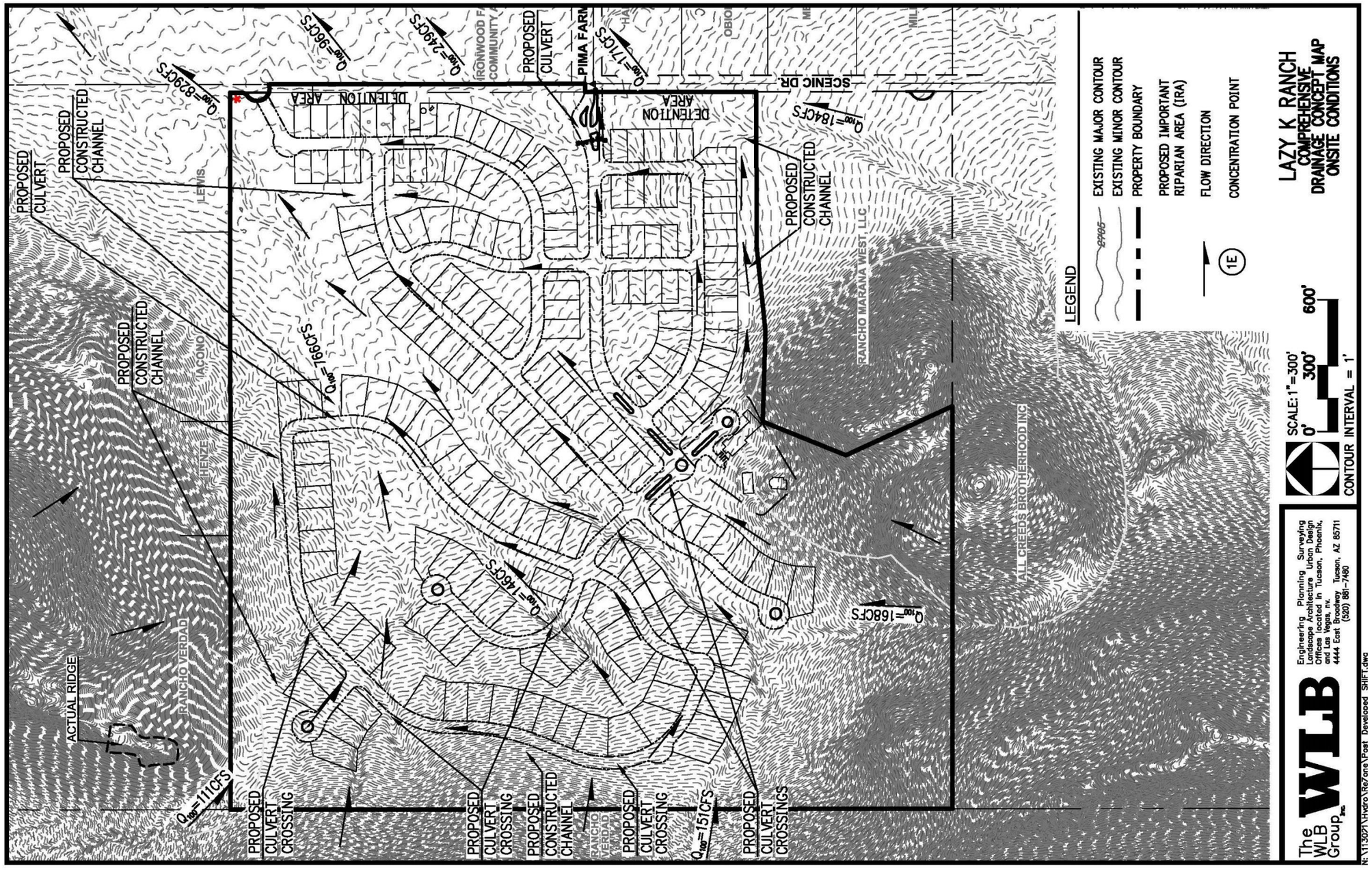


limited to one (1) foot where the owner of the land doing the development owns both sides of the floodplain and no more than 0.1 foot where only one side is owned. Surface drainage will be prohibited from draining onto the roadway surfaces within Lazy K Bar. The conveyance of runoff through the proposed development will be accomplished by a system of concrete, metal or H.D.P.E. pipes and concrete box culverts, channels, catch basins, sidewalk scuppers, and retention/detention basins. All hydraulic structures, constructed drainage channels, and retention/detention basins will be calculated in conjunction with the platting and improvement plans. Riprap aprons may be used to control erosion at culverts, channels, or basin outlets. Vegetation may also be used to enhance channels, but preservation of natural channels is not possible since none exist on the site.

5. Land Use Concept Plan Conformance with Area Plan, Basin Management Plans and Town Policies:

The design and management of all hydraulic structures and facilities will be in compliance with the Town of Marana drainage standards and policies. The development will not adversely impact the parcels up and downstream of the site and retention will be provided.

Exhibit III.H.1: Post Development Hydrology



I. Environmental Resources

1. Waters of the United States

The applicant is currently preparing a request to the U.S. Army Corps of Engineers (Corps) to make a determination of the jurisdictional status of drainage features on the property under Regulatory Guidance Letter (RGL) 08-02, in which the Corps determines only which features have the potential to be waters of the U.S. (Waters) in a preliminary jurisdictional determination (PJD). If a Corps of Engineers 404 Clean Water Permit is required, the project will have a federal nexus and all cultural resource reviews will need to be sent to the State Historic Preservation Office (SHPO) for review. Grading permits will not be issued by the Town until it is determined that all federal permit requirements have been met.

2. Federally Endangered Species and Other Special Species

There are no federally endangered species or other special species present on the project site.

3. Wildlife Corridor

The site has been designed to preserve remnant wash areas and vegetation that may be utilized as corridors for the movement of wildlife. To enable wildlife use of the washes, culverts shall be sized to accommodate smaller wildlife species. A search of the AGFD HDMS identified the presence of 2 wildlife corridors within 3 miles of the specific plan site; the Coyote – Ironwood – Tucson Linkage Design and the Tucson - Tortolita – Santa Catalina Mountains Linkage Design. This link is depicted by Beier et al. (2006)[3] as covering broad areas, without specific paths through the areas defined. The Town of Marana HCP states that the Tucson – Tortolita corridor extends from the western portion of Saguaro National Park to the Tortolita Fan to the east. Thirty days before grading, a 100% area survey must be completed, by a qualified wildlife biologist, for the Sonoran Desert Tortoise, with a copy of the survey form sent to the Town prior to issuance of a grading permit.

J. Landscape & Buffering

The overall landscape theme will reflect the best attributes of the Sonoran Desert and the site's surrounding environment. Native and low-water use plant material (that is deemed non-invasive in character), as well as regionally appropriate hardscape materials will be used within the park, landscape buffers, and common areas. Nearly 55 percent of the site will be preserved.

[3] Beier, P., E. Garding, and D. Majka. 2006. Arizona Missing Linkages: Tucson – Tortolita – Santa Catalina Mountains Linkage Design. Report to Arizona Game and Fish Department. School of Forestry, Northern Arizona University.



Buffers and common areas will reflect the plant palette and appearance of the native desert that dominates the site and honor the cultural and historical relevance of the previous Lazy K Bar. All planting in common areas as well as on private property will adhere to the Lazy K Bar Prohibited Plant List (Table III.J).

Residents and visitors to the Lazy K Bar community will be greeted by a mixture of rustic amenities and materials aesthetically balanced with the appropriate low water use vegetation. Landscape amenities may include items such as:

- Custom gated entry (reflecting cultural heritage of the ranch)
- Landscaped roadways and medians
- Lazy K Bar Community Ranch House (preserved original stone ranch house)
- Lazy K Bar Mountain Pavilion Terrace (event lawn) preserved for gatherings
- Pathways and trails throughout neighborhoods providing pedestrian access throughout the entire community

To the extent practical, the majestic views of the surrounding rock formations, Tucson Mountains, and the city lights will be preserved and given high priority.

The conservation of water will be an important priority with the landscape design. Underground drip irrigation will serve the low water use plants within the park and selected common areas.

Screening will be accomplished through the use of preserved and planted vegetation as well as site layout and orientation. Homes backing up to natural areas with sufficient existing vegetation and screening will have the option of installing view fences along the rear of the lot.

Lazy K Bar development shall prohibit the planting of desert adapted plant species that have been proven to have the potential for invasive characteristics. Such plants shall be prohibited in public common areas as well as on private property (front, back or side yards).

The following plant species are prohibited in Lazy K Bar development within common areas and private areas for both environmental and aesthetic reasons.



Table III.J: Lazy K Bar Prohibited Plant List

Botanical Name	*Common Name*
TREES	
Ailanthus altissima	Tree of Heaven
Cedrus sp.	Cedars
Cupressus semperviren	Cypress
Eucalyptus sp.	Eucalyptus
Gleditsia triachanthos inermis	Honey Locust
Grevillea robusta	Silk Oak
Olea europaea	Olives
Oleander sp.	Oleander
Parkinsonia sp. (non-natives)	Non-native Palo-Verdes
Phoenix sp.	Date Palms
Pinus sp.	Pine Trees
Populus Sp.	Cottonwood Trees
Proposis sp. (non-natives)	Chilean, Argentinean or hybrid Mesquites
Rhus lancea	African Sumac
Tamarix aphylla	Athel
Tamarix ramosissima	Salt Cedar
Washintonia sp.	Fan Palms
SBRUBS/ACCENTS	
	Non-native Ice Plants
Arundo donax	Giant Reed
Asteraceae sp.	African Daisy
Baccharis sp.	Desert Broom
Brassica tournefortii	Sahara or African mustard
Bromus rubens	Red Brome
Caesalpinia gillesii	Yellow Bird of Paradise
Caesalpinia pulcherimia	Red Bird of Paradise
Casuarina sp.	Beefwood
Centaurea melitensis	Malta starthistle
Cortaderia selloana	Pampas Grass
Cynodon dactylon	Non-hybrid bermuda
Eragrostis lehmanniana	Lehmann lovegrass
Eragrostis barrelieri	Mediterranean grass
Erodium sp.	Filaree
Hydrilla sp.	Hydrilla
Lantana camara	Lantana
Myriophyllum aquaticum	Feather Top or Parrott Feather
Myriophyllum spicatum	Eurasian watermilfoil
Peganum harmala	African Rue
Pennisetum ciliare	Buffelgrass
Pennisetum setaceum	Fountain Grass

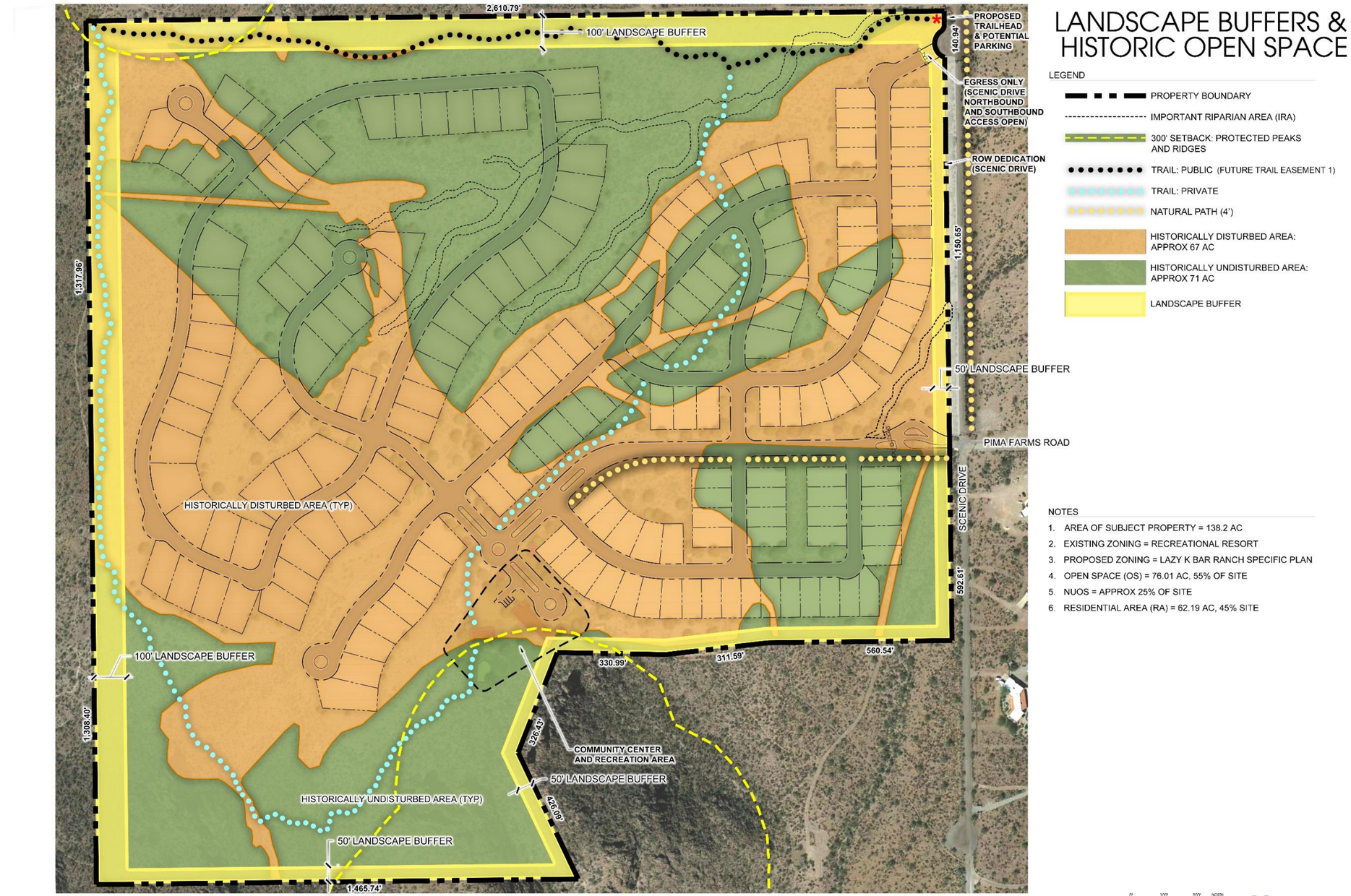


Pennisetum sp.	Pennisetum
Rhynchelytrum repens	Natal grass
Salvinia molesta	Giant salvinia
Schismus arabicus	Arabian grass
Sorghum halepense	Johnson grass
Thevetia sp.	Thevetia
Vinca Minor	Periwinkle

1. Native Plant Preservation

A Native Plant Preservation Plan (NPPP) shall be prepared in accordance with the provisions set forth in the Town of Marana Land Development Code. The site layout has been designed with concern for the site's topography, hydrology, and the riparian washes running through the site.

Exhibit III.J.1: Landscape and Buffering



LANDSCAPE BUFFERS & HISTORIC OPEN SPACE

LEGEND

- PROPERTY BOUNDARY
- IMPORTANT RIPARIAN AREA (IRA)
- 300' SETBACK: PROTECTED PEAKS AND RIDGES
- TRAIL: PUBLIC (FUTURE TRAIL EASEMENT 1)
- TRAIL: PRIVATE
- NATURAL PATH (4')
- HISTORICALLY DISTURBED AREA: APPROX 67 AC
- HISTORICALLY UNDISTURBED AREA: APPROX 71 AC
- LANDSCAPE BUFFER

NOTES

1. AREA OF SUBJECT PROPERTY = 138.2 AC
2. EXISTING ZONING = RECREATIONAL RESORT
3. PROPOSED ZONING = LAZY K BAR RANCH SPECIFIC PLAN
4. OPEN SPACE (OS) = 76.01 AC, 55% OF SITE
5. NUOS = APPROX 25% OF SITE
6. RESIDENTIAL AREA (RA) = 62.19 AC, 45% SITE

0' 100' 200' NORTH

PROJECT LED BY: DATE: 06/25/14
FILE NAME: LK901 EXHIBIT III.J.1.DWG

THE PLANNING CENTER

LAZY K BAR RANCH

K. Cultural Resources

On April 8, 2013, SWCA, Inc., Environmental Consultants conducted an archaeological survey of approximately 138 acres of the subject property. Prior to fieldwork, SWCA conducted a site field search of the on-line AZSITE database for records of previously conducted cultural surveys and known archaeological sites within or near the project area. The search revealed that the project area had previously been surveyed twice, in 1981 and 1999. No previously recorded sites were located within the parcel. SWCA recommends no further archaeological work for the surveyed parcel.

Although no archaeological sites were discovered on the property, the developer plans to preserve cultural artifacts representative of the site's heritage as a ranch and homestead. Some features, such as the bench with stagecoach wheels, may serve as functional components for the use and enjoyment of community residents. Others items such as the blacksmith's anvil with stand or the horse drawn coach, may be on display in the outdoor recreational areas to provide historic interpretation of the Lazy K Bar heritage. The original stone ranch house, which is being preserved on-site, may also display historic photographs, wrought-iron ranch implements, antique furniture and light fixtures (wagon wheel chandeliers) and historic signage.

L. Utilities

1. Water

As shown on *Exhibit II.B.4. Existing Land Uses*, there are 2 wells located on the site or within 100-feet of the site. The water supply for the Lazy K Bar site will be provided by the Town of Marana which has been designated by the state of Arizona Department of Water Resources as having an assured water supply; therefore, water supply is assured. A water service agreement, *Exhibit III.L.1: Water Service Letter*, is required to establish service to the property. Off-site improvements to connect to the existing system, well sites and storage tanks will need to be considered along with the infrastructure to serve the proposed development.

A 12-inch main exists within the Pima Farms Road right-of-way east of Lazy K Bar. This main was installed as an off-site improvement associated with the development of Ironwood Reserve. The main is stubbed out to the intersection of Scenic Drive and Pima Farms Road and is intended to serve development up to an approximate elevation of 2216-feet. Construction of a booster station is anticipated to be necessary to serve the higher elevation portion of the site.

Fire flow for residential construction shall be provided by fire hydrants that have been designed, installed, tested and approved for delivering the minimum fire flow as required by Section B 105.1 of the 2012 International Fire Code prior to the introduction of combustible construction on the site.

Exhibit III.L.1: Water Service Letter

MARANA

TOWN OF MARANA
WATER DEPARTMENT

May 9, 2013

Jason Weber
Maracay Homes
15160 N. Hayden Rd.
Scottsdale, AZ 85260

Project: Lazy K Bar Ranch
142.36 acres

Dear Mr. Weber:

WATER SUPPLY

The Town of Marana has been designated by the State of Arizona, Department of Water Resources, as having an assured water supply. This does not mean that water service is currently available to the proposed development. The development lies boundary of the Town of Marana water service area. Therefore, water supply is assured.

WATER SERVICE

The approval of water meter applications is subject to the availability of water service at the time an application is made. The developer shall be required to submit a water development agreement identifying water use, fire flow requirements and all major on-site and off-site water facilities.

The developer shall construct a water distribution system to serve the development and transfer title of the system to the Town of Marana, in consideration the Town of Marana shall operate, maintain and service the system. The developer shall have the cost responsibility to construct both the onsite and offsite facilities required to serve the potable water and fire protection demands for your development.

The comments herein made are valid for a period of one year only. If you have any questions, please call our office at 520-382-2570.

Sincerely,

John Kmiec
Utilities Director

5100 W. INA ROAD ■ TUCSON, ARIZONA 85743 ■ PH: (520) 382-2570 ■ FAX: 382-2590 ■ TTY: 382-3499

2. Wastewater

The plan is to be served by public sewer. The project site is tributary to the Ina Road Wastewater Reclamation Facility, via the Continental Ranch Interceptor. There are a few apparent options available to provide sewer service for the Lazy K Bar project.

The first option is construct approximately 3,200 lineal feet of 8-inch sewer north within the Scenic Drive alignment and tie into the 8-inch sewer (G-97-128) stub constructed as part of the Twin Peaks subdivision. This option allows the entire Lazy K Bar project to be served by the construction of only one outfall off-site sewer line. Capacity within the G-97-128 line will need to be confirmed. This option is the most straightforward approach to providing sewer service to Lazy K Bar.

The second option is to tie into the 10-inch gravity main sewer (Manhole #4431-33) line, G-2000-001 at the intersection of Sand Dune Place and Pima Farms Road. This option requires constructing approximately 2,700 lineal feet of 10-inch sewer within Pima Farms Road. The majority of Lazy K Bar can be served by constructing this off-site line. There are, however, approximately 50 lots within the northeast corner of Lazy K Bar that will likely be too low in elevation to be served by this outfall sewer. We understand that capacity is limited within the 8-inch sewer G-2004-054 within Ironwood Reserve. Connection to this sewer through the Ironwood Reserve common area may be a viable alternative to constructing the Option One Scenic Drive sewer to serve the lots in the northeast corner of Lazy K Bar. The G-2004-054 sewer appears to be of sufficient depth and the Ironwood Reserve common area allows for public sewer installation as stated within the Final Plat dedication language. A thorough review of the conservation easement and Pima Farms Road vegetation buffer dedication language should be conducted to confirm feasibility for this option.

A Sewer Service Agreement will be needed prior to development, see *Exhibit III.L.2.a: Existing Sewer Facilities* and *Exhibit III.L.2.b: Wastewater Capacity Response*. The sewer master plan and agreement will be reviewed and approved by Pima Regional Wastewater Reclamation Department.

3. Private Utilities

Tucson Electric Power (TEP) provides electricity to this area of Pima County. It is anticipated that TEP will provide power to the site.

It is anticipated that Century Link will extend phone service to the site. Alternatively, the site may use wireless communications that can be provided by any number of service providers.

It is anticipated that natural gas service will be offered and provided in the development of the property, but shall not be required. It is anticipated that service would be provided by Southwest Gas.



Electricity, natural gas, telecommunications and cable services will be extended to the project site at the time of development through agreements with individual utility companies. The following utility companies currently serve this area:

Electricity:	Tucson Electric Power
Natural Gas:	Southwest Gas Corporation
Telephone:	Century Link
Cable:	Comcast

4. Sanitation and Recycling Services

A number of private sanitation service providers may be contracted to serve the site with comprehensive trash and waste removal, recycling and environmentally safe waste management services.



Exhibit III.L.2.a: Existing Sewer Facilities

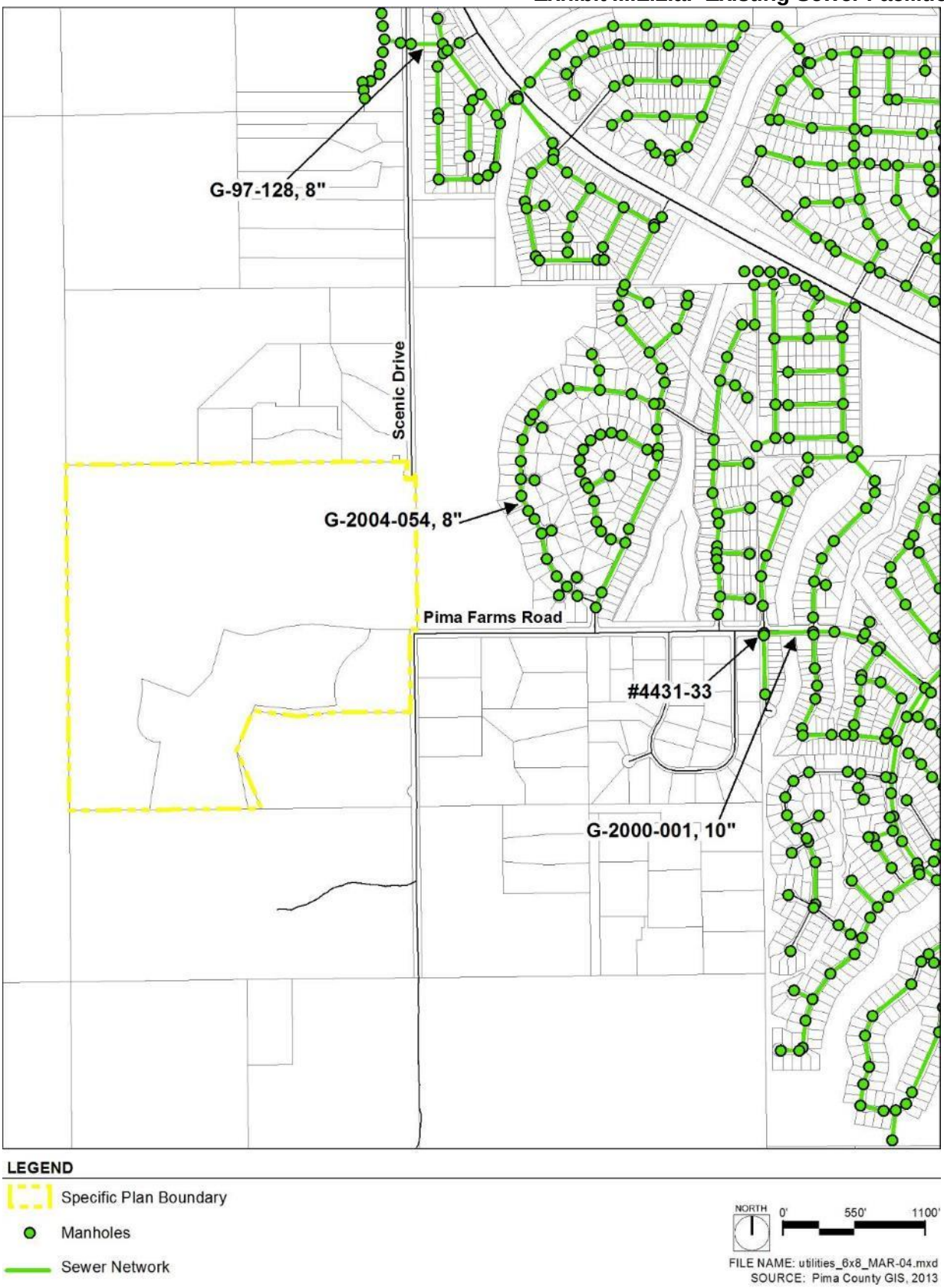


Exhibit III.L.2.b: Wastewater Capacity Response

Pima County
Regional Wastewater Reclamation Department
201 N. Stone Ave., 8th Floor
Tucson, Arizona 85701
(520) 724-6500

Jackson Jenkins
Director

Website:
http://www.pima.gov/wwm

May 22, 2013

Linda Thompson
The WLB Group
4444 E. Broadway
Tucson, AZ 85711

Sewerage Capacity Investigation No.13-108 Type I

RE: **Lazy K Bar Ranch**, 209 Residential Lots on Parcel # 221-22-013B, -013E & -013F
Projected ADWF of 45,144 gpd.

Greetings:

The above referenced project is tributary to the Ina Road Wastewater Reclamation Facility, via the Continental Ranch Interceptor.

Capacity is not available for the flows from this proposed development in the 8-inch public sewer G-2004-052. Flows can be accommodated in the 10-inch public sewer G-2000-001 downstream from manhole #4431-33, at Pima Farms Road and Sand Dune Place. The developer will need to extend the public sewer approximately 2,700 feet to the project.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is an analysis of the system and valid for one year. A Type II Response is required prior to submittal of the development plan or tentative plat. Allocation is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 740-6534.

Respectfully,

Ben Fyock, P.E.
PCRWRD Planning Section

BF:ks

c: T12S, R12E, Sec. 29

M. Public Services

1. Police Service

The project site will utilize the Town of Marana's police service. The nearest Town of Marana police station is the Town of Marana Police Headquarters located approximately 7.2 miles northwest of the project site at 11555 West Civic Center Drive.

2. Schools

It is anticipated that this project will generate approximately 178 residential units if fully developed at the target residential densities. Lazy K Bar is located within the Marana Unified School District (MUSD).

MUSD provided the following multipliers to use for student enrollment projections. (MUSD multipliers do not distinguish between different housing projects):

Elementary: 0.25 students per home (0.25 x 178) = 45 students
Junior High & High School: 0.10 students per home (0.10 x 178) = 18 students

The site will be served by Marana High School, Marana Middle School and either Rattlesnake Ridge Elementary or Twin Peaks Elementary.

There are two public schools within one-mile of the project site and one private school, Redeemer Lutheran School located approximately one half-mile mile east of the site at 8845 N. Silverbell Road. See *Exhibit II.J.1: Recreation and Schools*. The nearest public schools are Twin Peaks Elementary School, located approximately 0.8 miles from the project area at 7995 W. Twin Peaks Road, and Rattlesnake Ridge Elementary School located approximately 0.9 miles from Lazy K Bar at 8500 N. Continental Reserve Loop; both schools serve grades K-6.

Table III.M.2: School Capacities & Enrollments

School	School Capacity	Current Enrollment (2013-2014)
Marana High School	1900-2200	1864
Marana Middle School	1200	1150
Rattlesnake Ridge Elementary	800+	660

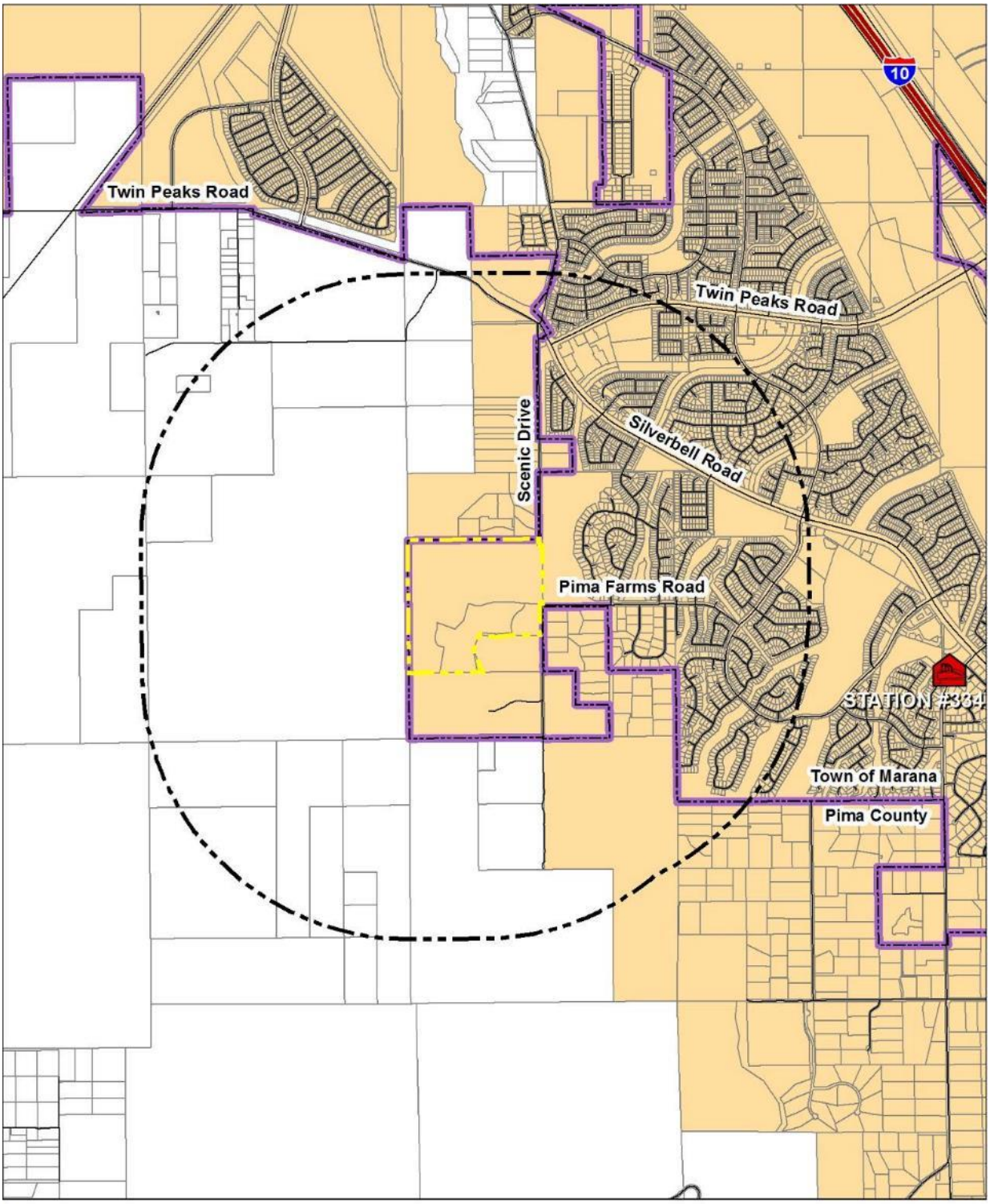
Twin Peaks Elementary	800+	510
Redeemer Lutheran School	200	135

3. Fire Service

The entire project site is currently within the Northwest Fire District. The Northwest Fire District also serves immediately adjacent areas to the north, east, south, and west of the site.

As depicted in *Exhibit III.M.3: Fire Service*, the nearest fire station (Northwest Fire District Station #334) is located at 8165 N. Wade Road, approximately 1.55 miles east of the project site.

Exhibit III.M.3: Fire Service





LAZY K BAR RANCH
SPECIFIC PLAN
DEVELOPMENT REGULATIONS

A. Purpose and Intent

These regulations will serve as the primary mechanism for the implementation of the Lazy K Bar Ranch Specific Plan. The Lazy K Bar Ranch Specific Plan Development Regulations apply to the development of buildings, landscape borders and performance criteria for all permitted uses within the Specific Plan. The regulations contained within this section provide visual mitigation strategies to ensure appropriate transitioning to surrounding development.

These development regulations apply to the 138 acres of land in the Lazy K Bar Ranch Specific Plan. Land use designations within the Specific Plan shall be as follows:

- Residential Area (RA)
- Open Space (OS)

The development regulations will govern and provide regulatory zoning provisions for the land use intensities and location criteria within the Lazy K Bar Ranch Specific Plan. This section includes standards related to land use, building setbacks, height restrictions and lot coverage. The intent of these standards is to establish clear minimum development regulations, allow for the orderly progression of development, and to provide flexibility over time without compromising the goals and objectives for this specific plan.

B. General Provisions

1. Applicable Codes

If an issue, situation, or condition arises that is not addressed by this Specific Plan, the applicable portions of the Town of Marana *Land Development Code* that are in place at the time of development shall apply.

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

2. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in the particular zone classification within the Specific Plan, it shall be the duty of the Town Planning Director to determine if said use is consistent with the intent of the designation and compatible with other listed permitted uses.

C. Development Standards

1. Land Use Standards

a. Residential Area Designation (RA)

Residential Area regulations shall apply to the Residential Area Designation (total land outside of the open space (OS) Area). The lands within the Residential areas may be developed with the following permitted uses.

Permitted Uses:

- Site Built Single-Family Detached Residential Dwelling Units
- Community Recreation Facilities
- Parking
- Utilities
- Emergency Access Drive
- Community Buildings

Accessory Uses:

Accessory buildings located on the same lot within the permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential uses are compatible with the residential character of the neighborhood.

- Children's playhouse
- Greenhouse
- Non-commercial hobby shops
- Patios and cabanas
- Swimming pools, spas and related structures
- Tool sheds
- Guest casitas

Project Accessory Uses:

- One temporary nursery
- Neighborhood Park and other recreational uses

Development Standards — Residential

- Minimum Lot Area: 7,200 sf
- Minimum Lot Width: 60 feet
- Minimum Lot Depth: 120 feet
- Minimum Building Separation: 10 feet (if the adopted fire code requires a separation of more than 10 feet, the greater distance will apply)
- Minimum Setbacks:
    - Front yard: 20 feet from the property line to face of garage; 10 feet for side entry garages and/or livable and architectural components
    - Side yard: 5 feet
    - Street side yard: 10 feet
    - Rear yard: 15 feet



- Maximum Building Height: 20 feet
- Maximum Lot Coverage: 70%
- Maximum Number of Lots: 178

b. Open Space (OS)

Open Space regulations shall apply to the Open Space Designation (total land outside of the developed portion of the RA Area). Not all lands within the Open Space areas will be preserved as natural areas. Some will be developed as usable open space.

Permitted Uses:

- Trails
- Stormwater Basin
- Landscaping/Revegetation
- Utility Crossings

Project Accessory Uses:

- Community recreation uses, including tennis courts, recreation building patio shelters and other community facilities common to a homeowner association
- One temporary nursery
- Neighborhood Park and other recreational uses
- Trails

Environmental Standards

- Natural Open Space Areas of vegetation designated to be preserved shall be protected during grading and construction activities by fencing and flagging.

Maintenance

- A Homeowners Association regulated by CC&R's shall manage all Open Space areas and undeveloped Residential Areas to ensure continued preservation of these lands.

Development Standards- Open Space

- Minimum Lot Area: None
- Minimum Lot Width: None
- Minimum Lot Depth: None
- Maximum Lot Coverage: None



2. Landscaping

Natural open space will cover nearly 55 percent of the site. The majority of the Landscape Buffers will be comprised of Natural Desert. Disturbed areas will be revegetated with native and low water use plants.

a. Landscape Buffers will be comprised of natural desert and revegetated areas consisting of regionally appropriate and predominately native species. See Table III.J: Lazy K Bar Prohibited Plant List. A mixture of upper story (trees) and middle and lower story (shrubs) will be used to closely mimic the natural vegetative patterns throughout most of the landscape buffers. In some locations, it may be necessary to increase the plant density and/or plant species make-up for functional purposes such as screening. In other areas, accent species (agaves, ocotillos, yuccas, etc.) and specimen plants may be introduced to highlight important areas such as entries and visual termini.

b. The average width of the Landscape Buffer shall be 50' along the east and south sides of the property. The average width of the Landscape Buffer shall be 100' along the west and north sides of the property. The site contains (4) landscape buffers: north, south, east, and west.

c. On-site landscaping and revegetation will be in conformance with the Marana Land Development Code. Any disturbed areas will be revegetated with native plants. Disturbed areas shall be planted at a minimum rate of (2) plants per 100 square feet (or equivalent thereof). Plants used for revegetation may be potted, boxed, plugs, or hydroseed.

d. All walls and fences shall be painted, stained, or contain integral color. Uncolored gray block walls will not be permitted.

3. Landscape Standards

a. Minimum plant sizes shall be - trees: 15 gallon, shrubs & accents: 5 gallon, ground covers: 1 gallon.

b. Turf is prohibited in private front yards and common areas outside the Recreation Area. Turf is permitted for community parks and open space associated with the ranch house and the Mountain Pavilion Terrace.

c. The majority of plants shall be low water use. A minimal use of moderate water use plants may be used in oasis areas near gathering spaces such as community parks and the open space associated with the former ranch house.



d. Plants requiring irrigation shall be irrigated via an underground drip irrigation system. Turf within the park may be irrigated via underground drip tubing, sprays, or rotors.

4. Parking

The Lazy K Bar shall comply with the Land Development Code, Title 22 Off-Street Parking. Additionally, a minimum of 4 spaces will be provided near the original stone ranch house to accommodate for park area parking.

5. Lighting

All lighting will be in accordance with the Marana Land Development Code, Title 18 – Outdoor Lighting Code.

6. Signage

All signage shall comply with Title 16 of the Marana land Development Code; however, the Town agrees to make all reasonable exceptions to accommodate the use of historical signage currently existing on the site as a means of commemorating the heritage of the Lazy K Bar Ranch. Such signage will be confined to common areas within the project and shall also be permitted on the developer's on-site models and sales center to create consistent signage and theming throughout the community.

D. Single Family Residential Detached Housing Design Standards

All single-family residential lots are subject to the Residential Design Standards contained in the Town of Marana Land Development Code if any one lot within the Lazy K Bar Ranch is 16,000 square feet or smaller.

1. Individual Lot Landscaping

Per Town of Marana Land Development Code Requirements

E. Town of Marana Subdivision Requirements

1. Provision of Recreational Area

Per the Town of Marana *Land Development Code* requirements, residential projects with a gross density greater than or equal to 3.0 residences per acre and containing 50 or more dwelling units shall provide an improved on-site recreation area, constructed at the project developer's expense. Although it is not required, Lazy K Bar intends to provide recreational spaces to enhance the quality of life for its residents.

Lazy K Bar will feature one main recreational area consisting of the historically significant portions of the ranch house that will be preserved and the former Lazy K Bar event lawn "Mountain Pavilion Terrace" (See *Exhibit III.E.1: Land Use Concept Plan*). Other buildings located near the southwest corner of the ranch house may also be preserved, including the "Boardroom" building and the larger "Mountain Pavilion" building located directly north of the event lawn. The original stone Ranch House will be preserved and serve as a focal point of community gatherings. This location will consist of indoor space with interpretation and display of historical elements and artifacts from the guest ranch. The ranch house and Mountain Pavilion Terrace will also act as a visual focal terminus for residents as they drive through the community looking southwest toward the backdrop of the majestic rock formations surrounding Sombrero Peak. The former Lazy K Bar event lawn "Mountain Pavilion Terrace" (southwest of the ranch house and directly south of the "Mountain Pavilion" building) will be preserved and function as an informal outdoor gathering space for residents. A small but adequate number of off-street parking spaces, no less than 4, will be provided within the proposed recreational area.

The Lazy K Bar recreational area will be located in the area surrounding the stone ranch house and will be the first focal terminus as residents and guests enter the community. The expected amenities and uses of the park may include: informal turf area, seating and shade, historic interpretation of preserved ranch elements, desert landscaping, walks and paths.

2. Open Space Ownership

Preservation of natural open space, as well as maintenance of modified open space (common area) within Lazy K Bar, shall be the responsibility of the Master Association and respective HOA's and regulated by CC&R's approved by the Town.

3. Off-Site Trail Access and Maintenance

As shown on Exhibit III.E.1, an existing trail leads up the steep rock cliffs in the southern portion of Lazy K Bar. The existing trail will be extended through the proposed recreation area and the central portion of the site to connect with the trail along the northern boundary at a point near the northeast corner of the property. There is also a connection to an existing on-site trail along the west boundary to form a complete on-site loop trail. A portion of the trail along the west boundary is not existing and is proposed. The western boundary trail eventually leads to a junction at the northwest corner of the property with the equestrian trail that exists along the northern boundary. A trail shall be provided within the buffer area along the northern property line and an area shall be set aside for a trail head at the northeastern corner of the property. The trail shall be open to the public at such times as the Town secures access rights for the trail to continue beyond the property's northwest corner. A public trail easement will be provided in accordance with the provisions of the Development Agreement. These preserved and constructed trails throughout the community are expected to be informal

in nature and predominately composed of raked earth to mimic the existing trails throughout the region. All other onsite trails will be private trails for the use and enjoyment of Lazy K Bar residents.

F. Minimum Roadway Development Standards

1. Application

These minimum street standards are per Town of Marana street standards. All internal roadways shall be private roadways, and maintained by the Lazy K Bar Ranch Homeowner's Association.

2. Functional Classifications Defined

Within Lazy K Bar, the local streets may carry an Average Daily Traffic Volume of up to 1,858 trips per day. Design speed for these local streets is 25 miles per hour. The directional distribution is estimated at 50% entering and 50% exiting.

3. Cul-de-sacs

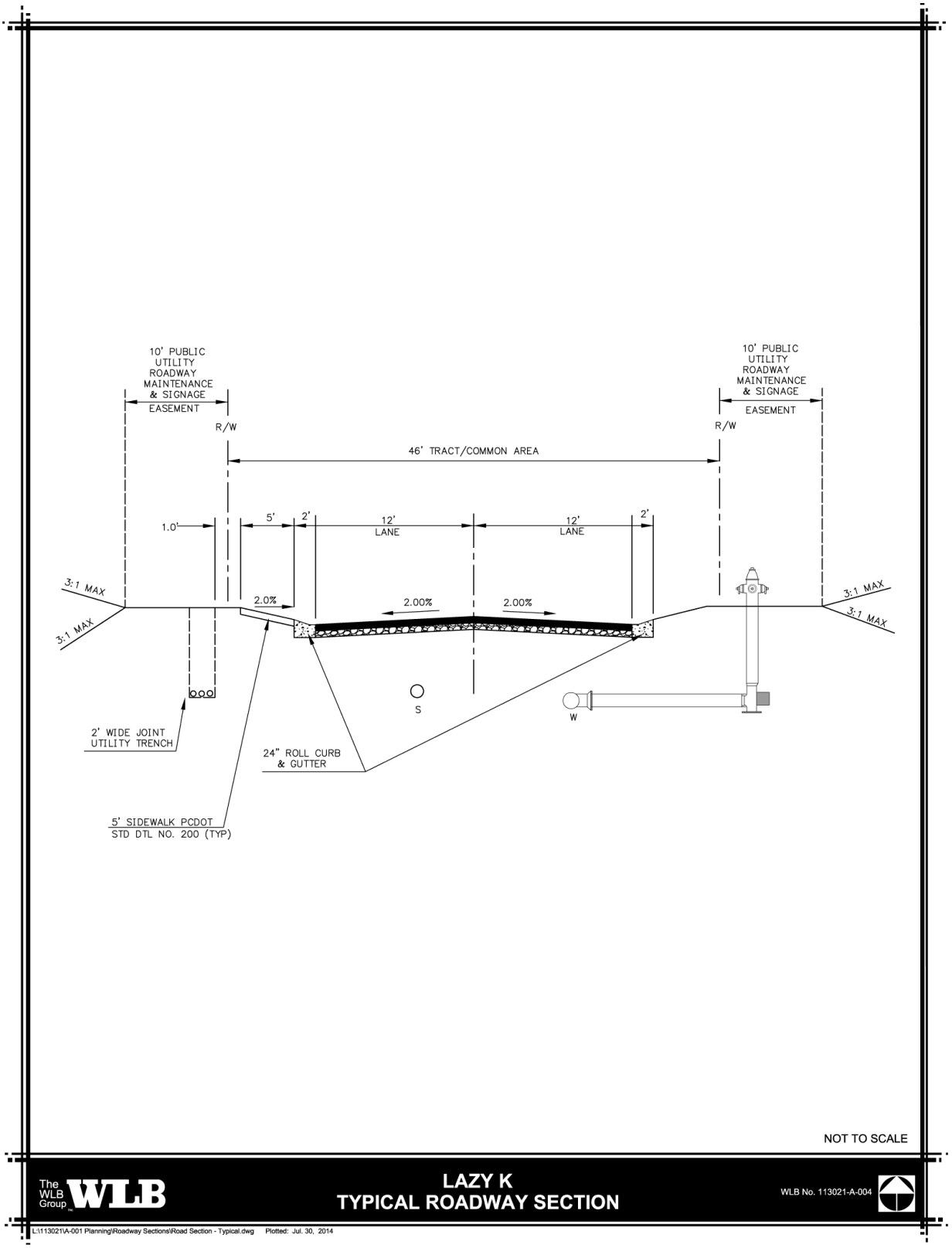
Restrictions on the length of cul-de-sacs contained within the Town of Marana Street Standards do not apply to Lazy K Bar. There is no restriction on cul-de-sac length, provided Northwest Fire District is satisfied with the proposed access.

4. Curbing and Sidewalks

Roadway layouts in Lazy K Bar should have a minimum effect on existing drainage patterns in either sheet flow areas or defined channels. Rolled curbs are appropriate for Lazy K Bar and will be a minimum of 2.0 feet wide. The design exception request from David Little, P.E., dated August 12, 2014 has been approved by the Town Engineer to allow the use of an alternate street section; the Northwest Fire District approves this section as well.

All internal roads will utilize the roadway section shown in Exhibit IV.F.4. See *Exhibit III.E.1: Land Use Concept Plan for the location of proposed sidewalks.*

Exhibit IV.F.4: Typical Road Section





LAZY K BAR RANCH SPECIFIC PLAN

IMPLEMENTATION AND ADMINISTRATION

A. Purpose

This section of the Specific Plan is intended to provide regulatory procedures designed to guide the implementation for the Specific Plan throughout the duration of the project. This section also provides guidance regarding the general administration of amendment procedures to the Specific Plan. The Provisions below shall apply to the entire project site as defined in this Specific Plan.

1. Extent of the Specific Plan to Supplement or Supersede Adopted Town Zoning Regulations

The Development Regulations section of the Specific Plan addresses only those areas that differ from the Town of Marana *Land Development Code*. If an issue, condition or situation arises that is not covered or provided for in this Specific Plan, those regulations of the Town of Marana *Land Development Code* that are in place at the time of development shall be used by the Planning Director as the guidelines to resolve the unclear issue, condition or situation.

Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within 15 days of the date of interpretation.

2. General Implementation Responsibilities

The implementation of the Lazy K Bar Ranch Specific Plan is the responsibility of the Master Developer and the Town of Marana.

The Master Developer is the entity responsible for providing the basic infrastructure needs, including roads and utilities, buildings, improvements and site development.

At any time, the Master Developer may relinquish its rights and assign any or all rights to one or more successors. Associated responsibilities of the Master Developer would also be transferred to the future Homeowner's Association at that time.

The Town of Marana Development Services Department will be responsible for ensuring all policies and standards laid out in the Specific Plan are adhered to during the review of all development in the Specific Plan.

3. Interpretation

The Planning Director shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within fifteen (15) days from the date of the interpretation.



4. Development Review Procedures

All development shall be conducted substantially in accordance with the development regulations outlined in Section IV of this document. All development plans and subdivision plats for Lazy K Bar shall be subject to and implemented through the review and approval process adopted by the Town of Marana. In addition, all development is subject to the building permit process as outlined by the Town of Marana.

5. Specific Plan Amendments

Amendments to the Lazy K Bar Ranch Specific Plan may become necessary for various reasons including but not limited to responding to changes resulting from new development conditions, financial conditions, and/or to respond to the requirements of potential users or builders of the property. The Master Developer, the Town of Marana, other developers, or agents representing any of the foregoing may request amendments to the approved Specific Plan.

6. Administrative Change

The Planning Director's decision regarding administrative changes and determination of substantial change, as outlined below, shall be subject to appeal to the Board of Adjustment. Categories of administrative changes include, but are not limited to:

- The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or guidelines, as interpreted by the Planning Director;
- Changes to infrastructure, such as drainage and utilities, which do not change the overall intent of the Specific Plan.
- Any comparable interpretations of the list of permitted and temporary uses of the property set forth in the Specific Plan.
- Changes in land use designation boundaries, division of plan areas or combinations of areas.
- Minor changes or adjustments to intrusions, encroachments, easements, rights-of-way, or open spaces, so long as the modifications do not conflict with the overall intent of the Specific Plan.
- The determination that a use may be allowed which is not specifically listed as permitted, but which may not be determined as analogous and/or accessory use explicitly listed as permitted, as made by the Planning Director.

7. Substantial Change

This Specific Plan may be substantially amended by the same procedure as it was adopted. The owner or agent of the property may submit to the Planning Director a written application to amend one or more of the Specific Plan regulations. Each request shall include all sections or portions of the plan that are affected by the change. The Planning Director shall determine if the amendment would result in a substantial change in plan regulations, as defined in the Town of Marana Land Development Code. After review, the Planning Director shall refer the request to amend with his recommendations to the Planning Commission for noticed public hearing. The Planning Commission shall make its recommendation to the Town Council which, after public hearing, shall approve, reject, or modify the proposed amendment.

Bibliography

Aerial Photographs, Pima Association of Governments, 2012.

Town of Marana Land Development Code, Title 8 - General Development Regulations, revised May 2011.

Town of Marana Land Development Code, Title 6 - Subdivision Requirements, revised March 2011.

Town of Marana Land Development Code, Title 5 - Zoning, revised May 2011.

Town of Marana General Plan, 2010.

Town of Marana Strategic Plan II, March 2012.

Town of Marana Parks, Recreation, Trails, and Open Space Master Plan, 2010.

FEMA Flood Insurance Rate Map, Pima County, Arizona.

Institute of Transportation Engineers, Trip Generation Manuals, 7th Edition, Volumes 1 & 3, 2003.

MapGuide, Pima County Geographic Information Systems, 2013.

Pima Regional Trail System Master Plan, revised May 2012.



MARANA
PLANNING

1. TYPE OF APPLICATION (Check One)

☐ Preliminary Plat	☐ Final Plat	☐ General Plan Amendment	☐ Variance
☐ Development Plan	☐ SWPP	☐ Landscape Plan	☐ Native Plant Permit
☐ Specific Plan Amendment	☐ Conditional Use Permit	☐ Rezone/Specific Plan	☐ Native Plant Exception
☐ Significant Land Use Change	☐ Minor Land Division	☐ Water Plan	☐ Annexation

☐ Improvement Plan (specify type in Description of Project box*) ☑ Other Subdivision Design Exception

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	221-22-013E; 013B; 013G; 013F			**General Plan Designation (To be confirmed by staff)**	Commercial / Vacant
Gross Area (Acre/SF)	138 Ac /6,011,280 sq. ft.			**Current Zoning (To be confirmed by staff)**	RR
Development / Project Name	Lazy K Bar Ranch			**Proposed Zoning**	Specific Plan
Project Location	West of I-10 at the Intersection of Pima Farms Rd and North Scenic Dr; Sec 29, T12S, R13E				
Description of Project*	Design Exception for the street cross section for Lazy K				
Property Owner	LKB LLC				
Street Address	8401 N. Scenic Drive				
City Tucson	**State** AZ	**Zip Code** 85743	**Phone #**	**Fax #**	**E-Mail Address** jamesshiner@gmail.com
Contact Person	James Shiner			**Phone Number / E-mail** jamesshiner@gmail.com	PHONE 520-907-6436
Applicant	Same as Above				
Street Address					
City	**State**	**Zip Code**	**Phone #**	**Fax #**	**E-Mail Address**
Contact Person				**Phone Number / E-mail**	
Agent/Representative	The WLB Group				
Street Address	4444 E. Broadway Blvd.				
City Tucson	**State** AZ	**Zip Code** 85711	**Phone #** 881-7480	**Fax #** 881-7492	**E-Mail Address** dlittle@wlbgroup.com
Contact Person	David Little			**Town of Marana Business License No.**	128137

3. AUTHORIZATION OF PROPERTY OWNER

I, the undersigned, certify that all of the facts set forth in this application are true to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application and checklist. **(If not owner of record, attach written authorization from the owner.)**

James Shiverton LKB Retained Land, Ranch & Hotel LLC — Print Name of Applicant/Agent

Signature

6/12/14 — Date

CaseLog# _____ Date Received_____ Signature_____

CRW# _____

The WLB Group Inc.

Engineering • Planning
Surveying • Urban Design
Landscape Architecture

August 12, 2014

Mr. Keith Brann, PE
Town of Marana Engineer
11555 W. Civic Center Drive
Marana, AZ 85653

Subject: **LAZY K BAR RANCH**
STREET SECTION DESIGN EXCEPTION
WLB No. 113021-A-004
PCZ-13029

Dear Keith:

This narrative has been prepared in support of the Subdivision Design Exception required for the proposed Lazy K Bar Ranch local street section. We are requesting relief from the requirements within Section 6.0 of the Town of Marana's Subdivision Street Standards Manual.

STREET WIDTHS

Marana's typical local street detail calls for 16 foot travel lanes. We are requesting approval for 12 foot travel lanes with 2 foot roll curb on both sides. Parking will only be allowed on one side of the street. This cross section is supported by Northwest Fire (see enclosed email correspondence).

Lane widths of 12 feet are consistent with the required local street section lane widths within Pima County and consistent with previously approved reduced width street sections (<16 ft) in the Town of Marana. The proposed reduction in pavement reduces maintenance costs, heat island effect, land disturbance area and slows traffic down within the neighborhoods. A narrower road section also gives the developments a rural feel and generally increases the aesthetic value of the development.

SIDEWALKS

The developer proposes to build sidewalks only on one side of the street within the area designated for 80 foot wide lots in order to enhance the upscale feel of the community and to minimize the development footprint of the roads.

Within areas designated for 60 and 70 foot wide lots, sidewalks will be built along both sides of the street where both sides of the street are fronted by homes. Sidewalks will be built on one side of the street where there are homes on only one side of the street or where there are not homes on either side of the street.

Engineering • Planning • Surveying • Urban Design • Landscape Architecture
Offices located in Tucson, Phoenix, Flagstaff, Las Vegas • E-mail: tucson@wlbgroup.com
4444 East Broadway • Tucson, Arizona 85711 • (520) 881-7480 • FAX (520) 881-7492

In order to maintain the character of the project, sidewalks will not be included along the entry road, which is not fronted by any homes.

The proposed sidewalk locations are shown in the latest version of the Specific Plan.

Please let me know if you need any further information to process our request. Thank you for your help.

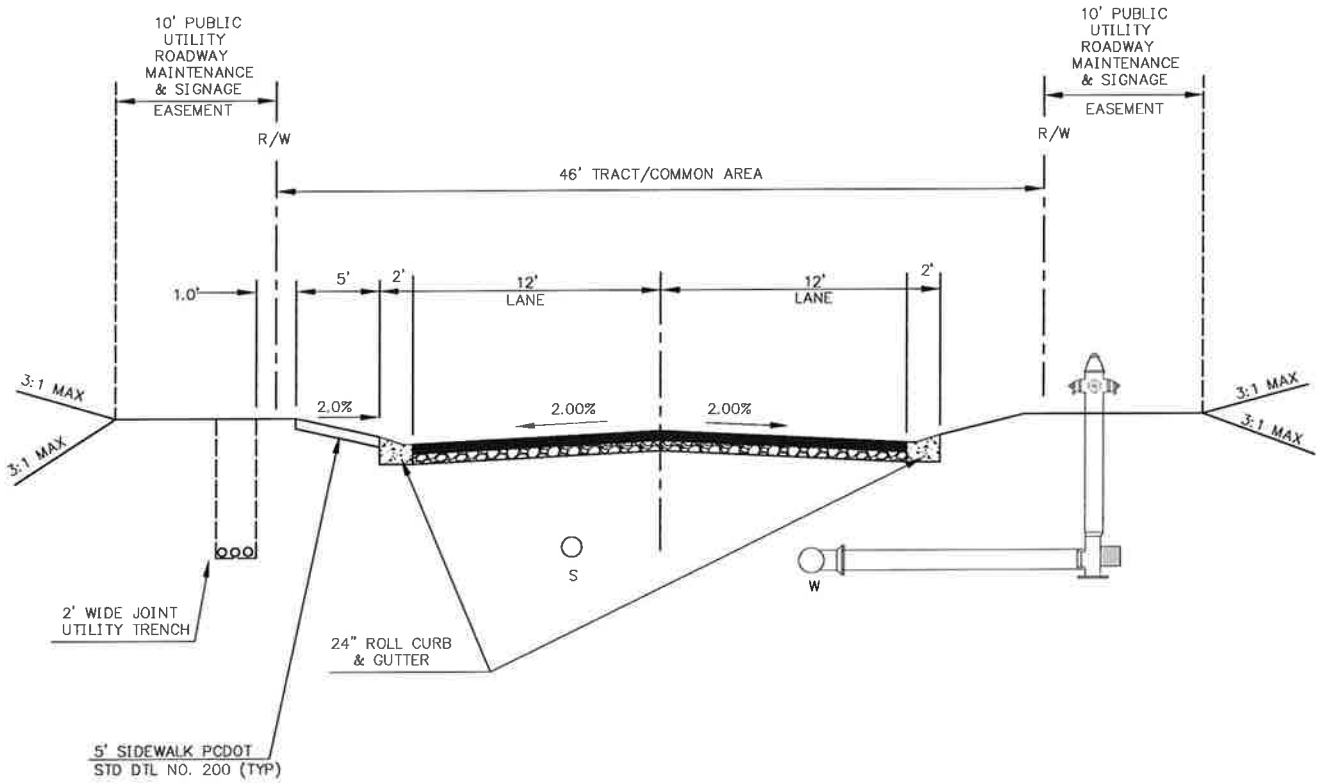
Sincerely,

The WLB Group, Inc.



David W. Little, PE
Senior Project Manager

Attachments:
Application
Street Cross Section Exhibit
Northwest Fire Approval Email



NOT TO SCALE

The WLB Group

LAZY K
TYPICAL ROADWAY SECTION

WLB No. 113021-A-004

L:\113021\A-001 Planning\Roadway Sections\Road Section - Typical.dwg Plotted: Jul. 30, 2014

Brian Varney

From: Pratt, James <jpratt@northwestfire.org>
Sent: Friday, August 08, 2014 1:40 PM
To: David Little
Subject: RE: Lazy K Street Sections

Thanks, That sounds like it will meet our requirements as well with the no parking fire lane signage. Jim

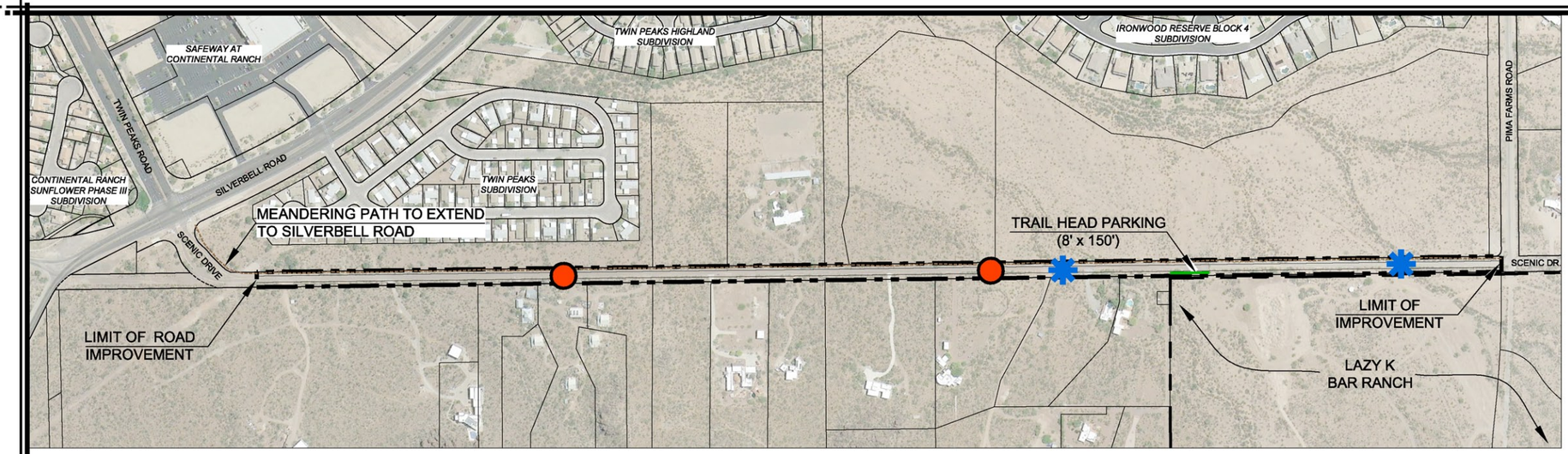
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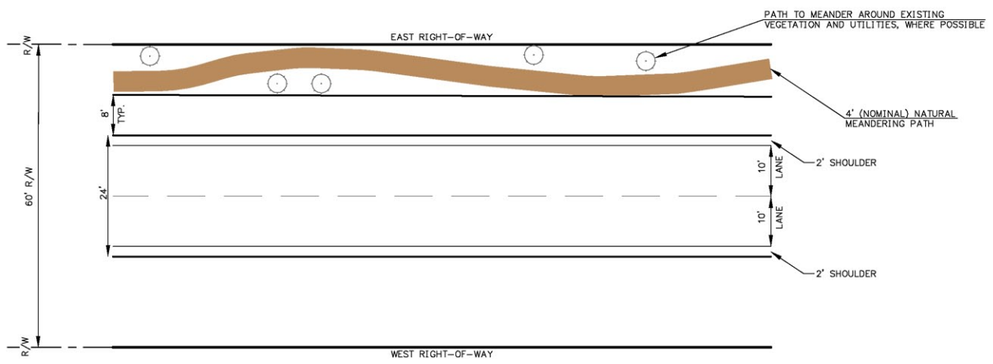
From: David Little [mailto:dlittle@wlbgroup.com]
Sent: Friday, August 08, 2014 1:38 PM
To: Pratt, James
Subject: Lazy K Street Sections

Hi Jim - We spoke on the phone as few weeks ago about NW Fire's requirements for the street sections in Lazy K. We are submitting a Design Exception application to the Town to formally get the Town's approval for our request and we'll provide a copy to you as well.

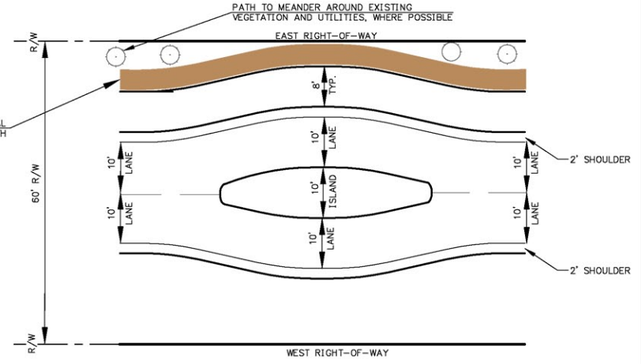
We are proposing 24 feet of asphalt with 2 foot roll curb on both sides, for a total width of 28 feet. One side of the road will be signed as no parking. Town staff has indicated they will support this request. I believe it works for you as well, correct?

Thank you for your help. - David

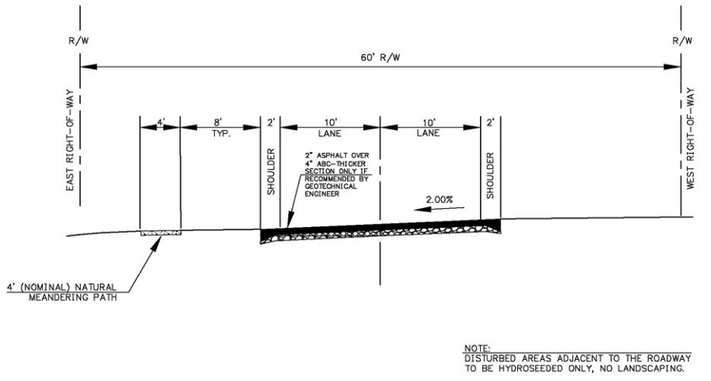




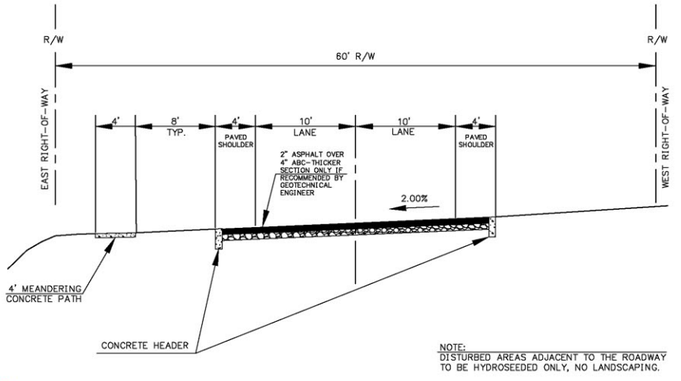
SCENIC DRIVE – STREET SECTION PLAN VIEW (TYPICAL) NOT TO SCALE



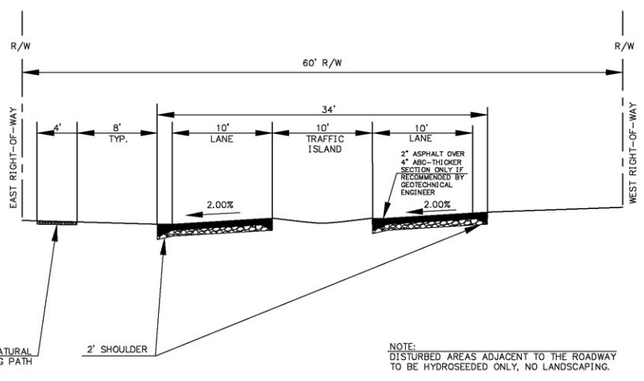
SCENIC DRIVE – TRAFFIC CALMING ISLAND PLAN VIEW NOT TO SCALE



SCENIC DRIVE – CROSS SECTION (TYPICAL) NOT TO SCALE



SCENIC DRIVE AT GRADE WASH CROSSING – CROSS SECTION NOT TO SCALE



SCENIC DRIVE TRAFFIC CALMING ISLAND – CROSS SECTION NOT TO SCALE

CONCEPTUAL LOCATIONS. ULTIMATE LOCATIONS TO BE DETERMINED BY THE TOWN OF MARANA.

The WLB Group Inc. WLB

EXHIBIT B
PROPOSED SCENIC DRIVE ROADWAY IMPROVEMENT

2014.09.10
Aerial Photo Date = 2013
WLB No. 113021

0' 500'

L:\113021\A-001 Planning\Scenic Drive Imp Exhibit.dwg Plotted: Sep. 10, 2014

MARANA PLANNING COMMISSION
RESOLUTION NO. 2014-04

A RESOLUTION OF THE TOWN OF MARANA PLANNING COMMISSION, MAKING A WRITTEN REPORT AND RECOMMENDATION TO THE MARANA TOWN COUNCIL CONCERNING THE PROPOSED LAZY K BAR RANCH DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED WEST OF THE INTERSECTION OF PIMA FARMS ROAD AND SCENIC DRIVE; MAKING FINDINGS IN CONNECTION WITH THE PLANNING COMMISSION'S DECISION AND RECOMMENDATION; AND AUTHORIZING THE CHAIR TO PRESENT THE PLANNING COMMISSION'S FINDINGS AND RECOMMENDATION TO THE TOWN COUNCIL

A. Report. The Marana Planning Commission hereby reports to the Marana Town Council, as follows:

1. The proposed Lazy K Bar Ranch Development Agreement (the "Lazy K DA") was brought for consideration before the Marana Planning Commission at its regular meeting on November 12, 2014 (the same agreement was brought for consideration on September 24, 2014).

2. The agenda materials for the November 12, 2014 Marana Planning Commission regular meeting included the following:

a. A draft of the proposed Lazy K DA identified by the number "00039097.DOCX / 5" and "9/16/2014 3:27 PM" in the footer, with Exhibits A, B, C, D, and E.

b. A staff report providing an overview of the Lazy K DA.

c. A staff-prepared draft of Marana Planning Commission Resolution No. 2014-04.

3. The Marana Planning Commission held a public hearing on the proposed Lazy K DA, where representatives of the property owner and members of the public were provided an opportunity to make comments and give feedback.

B. Findings. Based on the documents provided in the record, the staff report, and the public testimony, the Marana Planning Commission makes the following findings:

1. The proposed Lazy K DA will promote and facilitate orderly and planned development of property located west of the intersection of Pima Farms Road and Scenic Drive.

2. The proposed Lazy K DA will provide the owner and developer with certain assurances and protection of rights that they will be able to proceed with development of the affected property in accordance with:

a. The Lazy K DA.

b. The Lazy K Bar Ranch Specific Plan as recommended for approval by the Planning Commission on November 12, 2014, subject to adoption and any revisions by the Marana Town Council.

c. The Marana Land Development Code and Marana Town Code, to the extent not superseded by the documents referenced in the preceding two paragraphs.

3. The proposed Lazy K DA is consistent with the Marana General Plan and the Marana Strategic Plan.

C. Recommendation. Based on the foregoing report and findings, the Marana Planning Commission recommends that the Marana Town Council approve the Lazy K DA with the following corrections and revisions:

1. ~~None.~~ Addition of wildlife friendly fencing to include along the south border.

D. Authorization. The Marana Planning Commission hereby authorizes Thomas Schnee, the Chair of the Planning Commission, to present the Planning Commission's findings and recommendations at one or more Marana Town Council meetings regarding this matter.

PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE TOWN OF MARANA, ARIZONA, this 12th day of November, 2014, on a vote of 6 in favor, 0 opposed, and 1 absent.

Thomas Schnee, Chairman

ATTEST:

Terri Byler, Planning Commission Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DRAFT

PLANNING COMMISSION MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 12, 2014, at or after 6:30 p.m.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Marcia Jakab, Commissioner
Steve Miklosi, Commissioner
Richard Miller, Commissioner
John Officer, Commissioner

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. **Chairman Schnee** called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION/MOMENT OF SILENCE
Led by **Chairman Schnee**.

ROLL CALL. Terri Byler, Planning Commission Secretary called roll. Commissioner Jakab absent.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. ***Motion to approve by Commissioner Miklosi, seconded by Commissioner Officer. Passed unanimously 6-0.***

ANNOUNCEMENTS. None

GENERAL ORDER OF BUSINESS. Approval of October 29, 2014 meeting minutes.
Motion to approve by Commissioner Fehrmann, seconded by Commissioner Miklosi. Passed unanimously 6-0.

PUBLIC HEARINGS

PCZ-1401-001 Lazy K Bar Ranch Specific Plan. Relating to Development; an application requesting a recommendation to the Marana Town Council for approval to rezone approximately 138 acres of land from 'RR' Resort and Recreation to 'F' Specific Plan for the purpose of establishing the Lazy K Bar Ranch Specific Plan; requesting a recommendation for approval of a minor amendment to the General Plan; and, requesting a recommendation for approval of the Lazy K Bar Ranch Development Agreement. Presented by **Brian Varney** who noted that the project was brought before the Commission in August of 2014 with a vote of 5-0, recommending approval to the Town Council. The Town Council heard the request in October of 2014 with a vote of 5-1, in favor of a motion to approve. However, the motion failed because it required a super-majority vote as a result of the protest.

Mr. Varney noted that the building heights on all 178 lots have been reduced to one story. There are two proposed land uses: RA (Residential Area) and OS (Open Space.) The existing land use designation under the General Plan is Rural Density Residential (RDR), with a proposed amendment to the General Plan to Master Plan Area (MPA) to accommodate the proposed Specific Plan rezoning. The project will include the construction and reopening of Scenic Drive. The proposed density of the project is 1.29 residences per acre. **Mr. Varney** stated that approximately 45% of the site will be developed for residential lots and related infrastructure and 55% will be maintained as open space. The primary access will be off of Pima Farms Road with a secondary access off of Scenic Drive.

Linda Morales – Planning Center – addressed the Commission.

Chairman Schnee opened the public portion of the hearing.

Pat Lopez discussed the letter he presented to staff earlier in the day. He was concerned about the grading area and stated if the Commission adopted his grading proposal it would only affect 29 lots. **Mr. Lopez** stated that the grading area is important because of the wildlife corridors. He also requested that the area north of the existing drainage be maintained.

Darla Sidles discussed Saguaro National Park, which is in close proximity to the proposed project. She feels the proposed specific plan compromises the integrity of Saguaro National Park. **Chairman Schnee** inquired as to the proximity of the development to Saguaro National Park. **Ms. Sidles** stated that the distance is slightly less than a ½ mile.

Dave Robertson opposes the project. He is not against development but is concerned about high density near Saguaro National Park.

Joan Pettit opposes the project. She felt these decisions will affect the community for a long time. **Ms. Pettit** was very concerned about the water issue. While attending one of the neighborhood meetings she felt there was a threat of withholding water if the residents didn't agree to annex into the town.

Brooke Mitchell opposes the project. She was concerned about the water and state if the development is approved by Council, it is possible that the popular referendum may be initiated.

Barbara Rose opposes the project. New development should be balanced by concerns about local and regional issues. She felt the Town should promote "green" homes.

David Lutz opposes the project. He is concerned about water and higher taxes. He urged the Commission to vote no.

Carolyn Campbell supports the alternative plan which Mr. Lopez presented. She encouraged the Commission to adopt that plan or at least delay their vote until they have met with the developers and work together on a new plan.

Robert Ferrera opposes the project. He disagrees that the plan is in conformance with the existing neighborhood and encourages a new plan that would have a lower impact on the community, as well as lower density.

Joyce Obiol opposes the project due to the high density. She feels the wildlife corridor is very important and it is our responsibility to take care of the land for the future generations.

Elizabeth Howell opposes the project. She feels that Saguaro National Park is a national treasure and it is important that we protect it from encroaching development. She is concerned about the high density development. **Ms. Howell** urged the Commission to decline the proposal as it currently stands and work on an alternative plan.

Ms. Morales addressed the water concerns. She noted that she was present at the neighborhood meeting and felt there was some confusion on what the presenter meant, adding there was never any threat of withholding water. The point the presenter was trying to make was water mains will be brought to the project site and if the county residents chose to annex into the town they would have the option to connect to it. **Ms. Morales** stated that an annexation would have to be part of it for the service to take place.

Ms. Morales clarified that the proposed development is approximately ½ mile from Saguaro National Park. The project does not border it. **Ms. Morales** also stated the Town's desire to keep this a very high quality community, including open space behind each house with no back-to-back lots.

The conditions with the reopening of Scenic Drive were discussed.

Ed Stolmaker noted that annexing into the Town and hooking up to Marana water is one of the options for the families on Scenic Drive. Currently they are waiting to see what happens to their wells.

Chairman Schnee asked for clarification on water provisions for the county residents. **Mr. Cassidy** indicated that if annexed into the Town, the county residents could connect to Marana water. **Mr. Cassidy** stated that it wouldn't be free. There would be impact/connection fees associated with those connections.

Chairman Schnee closed the public hearing and opened the item to discussion by the Commission. Chairman Schnee, Vice Chair Duncan, Commissioner Miklosi, Commissioner Miller, Commissioner Fehrmann and Commissioner Officer commented.

Motion to approve the Lazy K Bar Ranch Specific Plan and the General Plan minor amendment, with the addition of wildlife-friendly fencing to include along the south border, by Commissioner Miklosi, seconded by Commissioner Miller. Passed unanimously. 6-0. Commissioner Jakab absent.

Motion to approve Lazy K Bar Ranch Development Agreement by Commissioner Fehrmann, seconded by Commissioner Miller. Passed unanimously. 6-0. Commissioner Jakab absent.

COMMISSION ACTION. None.

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS. None

FUTURE AGENDA ITEMS. None

ADJOURNMENT

Motion to adjourn at 8:10 p.m. by Chairman Schnee, seconded by Commissioner Fehrmann. Passed unanimously 6-0.

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on November 12, 2014. I further certify that a quorum was present.

Terri Byler

Terri Byler, Planning Commission Secretary

F. ANN RODRIG , RECORDER
RECORDED BY: VLJ
DEPUTY RECORDER
7995 ROOE

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

I ET: 11685
PAGE: 3367
NO. OF PAGES: 9
SEQUENCE: 20012300782
11/29/2001
AG 16:12

MAIL

AMOUNT PAID $ 10.00

When recorded, return to:

Daniel J. Hochuli, Esq.
Hochuli & Benavidez, P.C.
220 E. Wetmore Road, Suite 110
Tucson, AZ 85705

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA AND LKB, L.L.C.

7 6 5 3 3 5 0 0 5

PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and LKB, L.L.C., an Arizona limited liability company ("LKB").

WHEREAS, LKB is the owner of the property located within Pima County, Arizona legally described on Exhibit A (the "Property"). LKB and the Town desire that the Property be annexed into the corporate limits of the Town and become an integral part of the Town.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

1 **Annexation**. The Town has initiated the annexation process by filing a blank annexation petition with Pima County Recorder consistent with the requirements of Section 9-471 of the Arizona Revised Statutes and all other application laws, ordinances and rules (the "Annexation Laws"), to annex the Property into the Town. The Town shall timely publish, mail and post the required notices and hold one or more public hearings, as required under the Annexation Laws in connection with the annexation of the Property into the Town. Following the public hearing, LKB shall sign and deliver annexation petitions for the Property. It is understood by the parties that the Town Council retains the discretion to approve or deny the annexation ordinance.

2 **No Extra Development Fees**. In order to induce LKB to enter into this Agreement, the Town agrees that the Town shall not charge LKB any development fees, impact fees or growth fees pursuant to A.R.S. § 9-463.05 or otherwise (hereinafter collectively "Development Fees") for residential (not lodging) development of any portion of the Property that are greater than or in addition to the Development Fees actually imposed by the Town elsewhere within its corporate limits for comparable projects or developments. Development Fees as defined herein are not intended to include any taxes, administrative fees, inspection fees, review fees, or other fees charged throughout the Town, and are intended to include only those fees which are assessed against development in order to pay for capital improvements to infrastructure as contemplated by A.R.S. § 9-463.05.

3 **Over-Sizing**. The Town and LKB agree that:

3.1 Except as provided in subsection 3.2 below, in no event shall the Town require LKB or any of its affiliates to over size any utility lines or other facilities other than water so as to be available to serve other projects or properties unless the Town pays or causes a third party to pay the greater of (i) the proportionate share of the entire cost of planning, designing, engineering, permitting and constructing the utility line or other facility based on projected use, or (ii) the oversizing cost. The third party payment must be remitted on or before any payments by LKB are due.

3.2 In the event that LKB submits a development request to the Town for the Property, the Town may require LKB or any of its affiliates to oversize any Town municipal water lines or facilities so as to be available to serve water to other projects or

properties in the vicinity of the Property. As other parties connect to said oversized municipal water lines or facilities, such parties shall pay their respective projected share proportionate to their use of the municipal water line or facility, and LKB shall be reimbursed as set forth in one applicable Water Service Agreement.

4 **Public Improvements**. As soon as reasonably possible, and at no cost or expense to LKB, the Town shall:

4.1 Install signs on Silverbell Road near Pima Farms Road and both Continental Loop intersections showing the direction to the Lazy K Bar Ranch hotel and resort.

4.2 Work with Pima County to improve the junctions of Silverbell Road, Twin Peaks and Scenic Drive so that those roads intersect at angles that are acceptable to the Town Engineer.

4.3 Close Scenic Drive from Pima Farms Road north to the south boundary of Moonrise Ranch and from the Sahuaro National Park to 100 feet north of the south boundary of the Property, and work toward abandonment of said properties as soon as reasonably possible.

4.4 Improve Pima Farms Road to the Town's standard specifications for paved permanent all-weather access.

4.5 Attempt to procure funding and assistance from Pima County, Arizona for a sewer main line extension to the Property.

5 **Original Zoning.**

5.1 The land uses that are lawfully conducted on the Property in Pima County prior to annexation translate to the Resort and Recreation (RR) Zone and the R-144 Residential (R-144) Zone in the Town's Land Use and Development Code. The historical use of the of the Property as a guest ranch with lodging and related ancillary activities is a legal nonconforming use under the existing Suburban Ranch (SR) Zone in Pima County. The annexation laws require the Town to translate the zoning for the Property from the lawful uses, activities and zoning in Pima County to Town zoning upon annexation without permitting densities or uses that are greater than those permitted in Pima County prior to annexation. In order to establish original Town zoning which is consistent with the current lawful uses of the Property, and which minimizes non-conforming uses, upon annexation the Town shall impose the Recreation and Resort (RR) Zone and the R-144 Residential (R-144) Zone on the Property.

5.2 In the event that a court of competent jurisdiction determines that subsection 5.1 above is not permitted by law, LKB may apply for rezoning of the Property to RR and R-144 under the Town's Land Use and Development Code, and if the Town does not grant such rezoning, the Town shall be in breach of this Agreement and LKB

shall be entitled to damages as well as such other relief and remedies as are available at law or in equity.

5.3 To the extent the uses and activities conducted on the Property in Pima County prior to annexation are authorized by law, the Town recognizes such lawful uses as legal nonconforming uses, and agrees that such uses may be continued as a legal non-conforming uses after the Property is annexed into the corporate, jurisdictional and geographic limits of the Town.

5.4 The noise and sound levels permitted or exempted in Pima County shall be allowed on the Property until the Town adopts a noise ordinance, at which time LKB will comply with such ordinance. Notwithstanding the provisions of such noise ordinance, LKB shall be permitted maximum average levels for amplified music of at least 55 decibels from 7:00 a.m. to 10:30 p.m., and 50 decibels from 10:30 p.m. to 7:00 a.m. Decibel limits will not apply to human voices that are not electronically amplified, and will be as measured at the property line.

6 **Wells**. The Town acknowledges that LKB now provides water service to the Property from its own wells, and the Town covenants and agrees that LKB will be permitted to continue to do so until such time as LKB is unable to do so, or the Town acquires the LKB water system for just compensation.

7 **Financing**. The Town and LKB agree that sanitary sewers, drainage, potable water, traffic circulation and traffic control systems, multi-use paths, landscaping, lighting systems, golf courses, schools and public facilities may be acquired or constructed through the creation of one or more community facilities districts, sanitary districts, municipal improvement districts and combinations thereof, subject to Town approval and in accordance with applicable law.

8 **Notices**. All notices, filings, consents, approvals and other communications provided for in this Agreement or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or by overnight carrier, or sent by United States first class (or registered or certified) mail, postage prepaid, addressed as follows:

If to the Town: Town of Marana
13251 North Lon Adams
Marana, Arizona 85653
Attention: Mike Hein, Town Manager

with a copy to: Hochuli & Benavidez, P.C.
220 East Wetmore Road
Tucson, Arizona 85705
Attn: Daniel Hochuli, Esq.

If to LKB: LKB, L.L.C.
790 Panorama Road

20090750003

Tucson, Arizona 85704
Attn: James Shiner

with a copy to: T. Patrick Griffin
Haralson, Miller, Pitt & McAnally, P.L.C.
One South Church Avenue, Suite 900
Tucson, Arizona 85701

or to such other addresses as either party hereto may from time to time designate in writing and delivery in a like manner. Notices, filings, consents, approvals and communication given by personal delivery, or by overnight carrier, shall be deemed given, received and effective upon delivery, and if given by mail shall be deemed delivered forty-eight (48) hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

9 **Hierarchy of Documents**. In the event of a conflict or inconsistency, to the extent permitted by law, this Agreement shall take precedence over the applicable ordinances, rules, regulations, permit requirements, development fees, other requirements, and/or official policies of the Town.

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

11 **Headings**. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12 **Exhibits and Recitals**. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are incorporated herein and the parties hereby confirm the accuracy thereof.

13 **Further Acts**. Each of the parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement. The parties agree that all conditions and contingencies set forth in this Agreement are critical in the development of the Property.

14 **Time of Essence**. Time is of the essence of each of the terms and provisions of this Agreement.

15 **Inurement**. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

16 **Term**. The term of this Agreement shall commence on the date and at the time an ordinance approving and adopting this Agreement is approved by the Town Council, and shall

terminate on the 25th anniversary of such date unless extended by mutual agreement of the parties. Termination of this Agreement shall not affect the zoning of the Property.

17 **No Partnership; Third Parties**. Nothing contained in this Agreement shall create any partnership, joint venture or other arrangement between LKB and the Town. No term or provision of this Agreement is intended or shall be for the benefit of any person, organization or entity not a party hereto, and no such other person, organization or entity shall have any right to cause of action hereunder.

18 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded and merged into this Agreement.

19 **Amendment**. This Agreement may be amended only by a written amendment executed by the Town and LKB.

20 **Good Standing; Authority**. LKB represents and warrants to the Town that (a) LKB is duly formed and validly existing under the laws of the State of Arizona and qualified to do business in the State of Arizona, and (b) the individual executing this Agreement on behalf of LKB are authorized to do so. The Town represents and warrants to LKB that (i) the Town is a municipal corporation duly formed and validly existing under the laws of the State of Arizona, and (ii) the individual(s) executing this Agreement on behalf of the Town are authorized to do so.

21 **Severability**. If any portion of any provision of this Agreement is declared void or unenforceable, such portion shall be severed from this Agreement and the remainder of the provision and remainder of this Agreement shall remain in full force and effect. The parties acknowledge and agree that, although the parties believe that the terms and conditions contained in this Agreement do not constitute an impermissible restriction of the police power of the Town, and that it is their express intention that such terms and conditions be construed and applied as provided herein, to the fullest extent possible, it is their further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the Town, such term or condition shall be construed and applied in such lesser fashion as may be necessary to reserve to the Town all such power and authority that cannot be restricted by contract.

22 **Status Statements**. Any party to this agreement (the "requesting party") may, at any time, and from time to time, deliver written notice to any other party requesting such other party (the "providing party") to provide in writing that, to the knowledge of the providing party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "Status Statement"). A party receiving a request hereunder shall execute and return such Status Statement within twenty (20) days following the receipt thereof. The Town Manager or any Assistant Town Manager shall have the right to execute

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any Status Statement requested by LKB hereunder. The Town shall have no liability for monetary damages to LKB, and transferee or mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

23 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and the parties consent to jurisdiction and venue in Pima County, Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and at the time an ordinance approving and adopting this Agreement is approved by the Town Council of the Town of Marana.

Date: Nov. 20, 2001

TOWN OF MARANA, an Arizona municipal corporation

ATTEST:

By _____
Town Clerk

_____
Mayor

APPROVED AS TO FORM AND AUTHORITY
The foregoing Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona to the Town of Marana.

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

_____
Daniel J. Hochuli, Esq.
Attorney for Town of Marana

Date: 11/16/01

LKB, L.L.C., an Arizona limited liability company

By _____

3733 5000

Its Managing member

STATE OF ARIZONA)
) ss
County of Pima)

The foregoing instrument was acknowledged before me this 16th day of November, 2001, by James Shiner the Managing member of LKB, L.L.C., an Arizona limited liability company, on behalf of said limited liability company.

Julia A. Baldwin
Notary Public

My Commission Expires:

_____

OFFICIAL SEAL
JULIA A. BALDWIN
NOTARY PUBLIC - ARIZONA
PIMA COUNTY
My Comm. Expires July 18, 2003

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:
The South Half of the Northwest quarter and the North Half of the Southwest quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt river Base and Meridian, Pima County, Arizona.

EXCEPT the North 300.00 feet of the south Half of the Northwest quarter of said Section 29; and

EXCEPT a strip of land 30 feet wide running along the East side of the above tract and now occupied by Pima County Public Highway No. 255, known as Scenic Drive.

PARCEL 2:
The North 300 feet of the South Half of the Northwest quarter of Section 29, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT any portion thereof lying within Pima County Public Highway No. 255, known as Scenic Drive.

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