MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 20, 2015, 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 January 20, 2015, 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

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. 2015-006: Relating to Special Events; approving the Town of Marana Signature Event Series consisting of the Star Spangled Spectacular, the Marana Cotton Festival and the Marana Holiday Festival & Christmas Tree Lighting (Vickie Hathaway)

C 2 Resolution No. 2015-007: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute Amendment #1 to the Airport Development Reimbursable Grant Agreement for Grant Number E5S10 between the State of Arizona by and through the Department of Transportation and the Town of Marana for design and replacement of taxiway and runway guidance signs and lighting (Lisa Shafer)

C 3 Resolution No. 2015-008: Relating to Police Department; approving and authorizing the Chief of Police to execute a State and Local HIDTA Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department (Lisa Shafer)

C 4 Resolution No. 2015-009: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and S & S Bluegrass Promotions, LLC regarding the planning, development and presentation of the 2015 Marana Bluegrass Festival (Tom Ellis)

C 5 Resolution No. 2015-010: Relating to Community Development; approving and authorizing Town staff to submit the Town of Marana's updated priority list of proposed bond projects to the Pima County Bond Advisory Committee for consideration for inclusion in future Pima County general obligation bond elections (Lisa Shafer)

C 6 Resolution No. 2015-011: Relating to Real Property; approving and authorizing the Mayor to execute the Home Plate Easement Exchange Agreement with B and J Sports, LLC, for the exchange of easements on property located about 500 feet east of the intersection of Silverbell and Continental Reserve Loop/Coachline Boulevard (Frank Cassidy)

C 7 Resolution No. 2015-012: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement with the City of Tucson for participation in the Regional Transportation Data Network Communication System (Scott Leska)

C 8 Approval of January 6, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L 1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer and a Location Transfer of a Series 7 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Holiday Inn Express located at 8373 N. Cracker Barrel Road, Tucson, Arizona 85743 (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A 1 PUBLIC HEARING: Ordinance No. 2015.002: Relating to Development; approving a rezoning of approximately 3.2 acres of land located on the southeast corner of the Twin Peaks Road and Tangerine Road intersection from "C" (Large Lot Zone) to "NC" (Neighborhood Commercial) (Steve Cheslak)

A 2 PUBLIC HEARING: Ordinance No. 2015.003: Relating to Development; amending Marana Ordinance No. 2002.19, which rezoned approximately 61.2 acres of land located on the west side of Silverbell Road, south of Ina Road from Zone R-144 to R-16, by increasing the maximum number of residential units from 41 to 56, increasing the total site disturbance from 30% to 37%, and making various other modifications (Cynthia Ross)

A 3 Ordinance No. 2015.004: Relating to Utilities; amending Town Code Title 14 (Utilities) by adding Chapter 14-10 (Industrial wastewater ordinance) (John Kmiec)

Resolution No. 2015-013: Relating to Utilities; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2015.004, amending Town Code Title 14 (Utilities) by adding Chapter 14-10 (Industrial wastewater ordinance)
(John Kmiec)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 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.

E 1 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.

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

Item C 1

To: Mayor and Council

From: Vickie Hathaway, Assistant to the Town Manager

Date: January 20, 2015

Strategic Plan Focus Area:
Community, Heritage

Strategic Plan Focus Area Additional Info:
Strategic Plan III:
Community Initiative 8: Market Marana as a destination for unique, family friendly events.

Heritage Initiative 5: Expand and promote Marana Cotton Festival as a showcase of the Marana quality of life and its farming and ranching roots.

Heritage Initiative 6: Identify ways to promote and expand agricultural interests with "Farm to Table", U-Pick, Farmer's markets, field trips, and unique crops.

Subject: Resolution No. 2015-006: Relating to Special Events; approving the Town of Marana Signature Event Series consisting of the Star Spangled Spectacular, the Marana Cotton Festival and the Marana Holiday Festival & Christmas Tree Lighting (Vickie Hathaway)

Discussion:

Approval of the proposed resolution will establish the Star Spangled Spectacular, the Marana Cotton Festival (formerly the Harvest Festival), and the Marana Holiday Festival & Christmas Tree Lighting as the official lineup for the Town of Marana Signature Event Series. The annual Founders' Day Celebration has been taken over by the Marana Heritage Conservancy and will continue to have support from the Town of Marana as a supporting sponsor.

Staff Recommendation:

In accordance with the Marana Strategic Plan, staff recommends approval.

Suggested Motion:

I move to adopt Resolution No. 2015-006, approving the Town of Marana Signature Event Series.

Attachments: Resolution 2015-006

MARANA RESOLUTION NO. 2015-006

RELATING TO SPECIAL EVENTS; APPROVING THE TOWN OF MARANA SIGNATURE EVENT SERIES CONSISTING OF THE STAR SPANGLED SPECTACULAR, THE MARANA COTTON FESTIVAL AND THE MARANA HOLIDAY FESTIVAL & CHRISTMAS TREE LIGHTING

WHEREAS the Town of Marana is dedicated to marketing Marana as a destination for unique, family-friendly events, promoting low-cost or no-cost admissions to increase attendance and participation at events, identifying new ways of promoting programs and events, and maintaining and expanding event sponsorships through advertising and other forms of recognition as directed by the Community focus area of the Strategic Plan; and

WHEREAS the Town of Marana is dedicated to honoring and recognizing our country's freedom and those who fought for it with the July 4 Star Spangled Spectacular; and

WHEREAS the Town of Marana is dedicated to expanding and promoting the Marana Cotton Festival as a showcase of the Marana quality of life and its farming and ranching roots as directed by the Heritage focus area of the Strategic Plan; and

WHEREAS the Town of Marana is dedicated to engaging families and showcasing the community's K-12 schools with the Marana Holiday Festival & Christmas Tree Lighting; and

WHEREAS the Special Events Division, under the direction of the Town Manager's Office, is dedicated to fulfilling those initiatives; 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 of Marana Signature Event Series, consisting of the Star Spangled Spectacular in July, the Marana Cotton Festival in the Fall, and the Marana Holiday Festival & Christmas Tree Lighting in December, is hereby approved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

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 2

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: January 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-007: Relating to the Marana Regional Airport; approving and authorizing the Town Manager to execute Amendment #1 to the Airport Development Reimbursable Grant Agreement for Grant Number E5S10 between the State of Arizona by and through the Department of Transportation and the Town of Marana for design and replacement of taxiway and runway guidance signs and lighting (Lisa Shafer)

Discussion:

The Council originally approved the execution of this grant agreement on September 16, 2014, via Resolution No. 2014-083.

Pursuant to the proposed amendment to the agreement, the Arizona Department of Transportation (ADOT) has increased the award to the Town of Marana for the Airport Development Reimbursable Grant from $515,000 to $555,555. The purpose of this increase to the grant is to aid in the financing of the Runway End Identifier Lights (REIL's) in addition to the replacement of 50 taxiway and runway incandescent guidance signs and 25 in-ground taxiway edge lights. All of the signage and lights will be replaced with more energy efficient LED signage and lighting. These replacements will increase the safety of the Marana Regional Airport as well as bring the airport into compliance with the new guidance standards set forth by the FAA.

Marana placed this project on the State's Airport Capital Improvement Program (ACIP) and it scored high on safety, therefore it was chosen by ADOT to be funded in this budget cycle. This grant is a 90/10 split on funding with ADOT reimbursing Marana up to a maximum of $500,000.

Financial Impact:

Fiscal Year: 2015
Budgeted Y/N: Yes

Amount: $555,555

The total amount requested in the grant was $555,555. ADOT's share is up to $500,000 and the Town is required to pay the remaining 10% of $55,555. This is an increase of $4,055 from the original award.

Staff Recommendation:

Staff recommends approval of Amendment #1 to the Airport Development Reimbursable Grant Agreement.

Suggested Motion:

I move to adopt Resolution No. 2015-007, approving and authorizing the Town Manager to execute Amendment #1 to the Airport Development Reimbursable Grant Agreement for Grant Number E5S10 between the State of Arizona by and through the Department of Transportation and the Town of Marana for design and replacement of taxiway and runway guidance signs and lighting.

Attachments: Resolution 2015-007
Exhibit A - Amendment #1 to Agreement

MARANA RESOLUTION NO. 2015-007

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AMENDMENT #1 TO THE AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT FOR GRANT NUMBER E5S10 BETWEEN THE STATE OF ARIZONA BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION AND THE TOWN OF MARANA FOR DESIGN AND REPLACEMENT OF TAXIWAY AND RUNWAY GUIDANCE SIGNS AND LIGHTING

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

WHEREAS A.R.S. § 28-8413 authorizes the Town of Marana to accept and receive federal and other monies for the acquisition, construction, enlargement, improvement, maintenance, equipment or operation of an airport and to enter into agreements regarding the receipt of such monies; and

WHEREAS on September 16, 2014, the Town Council adopted Resolution No. 2014-083 approving and authorizing execution of an Airport Development Reimbursable Grant Agreement for Grant Number E5S10 with the state of Arizona for design and replacement of taxiway and runway guidance signs and lighting; and

WHEREAS the state of Arizona desires to increase the amount of the grant award to the Town for Grant Number E5S10; and

WHEREAS the Town Council finds that entering into an amendment to the Airport Development Reimbursable Grant Agreement with the state is in the best interests of the Town and its citizens.

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

SECTION 1. Amendment #1 to the Airport Development Reimbursable Grant Agreement for Grant Number E5S10 between the State of Arizona by and through the Department of Transportation 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 this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of January, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group

Airport Development Reimbursable Grant Agreement

Amendment Number #1

AMENDMENT to the Airport Development Reimbursable Grant Agreement E5S1O dated September 26, 2014, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the Town of Marana, a political subdivision of the State of Arizona ("the Sponsor").

AGREEMENT

The Airport Development Agreement dated September 26, 2014, is amended as follows:

1. Revise Exhibit C, Schedule One, the project's description

   From: Design and replace 50 twy and rwy incandescent guidance replacement signs with LED signage and replace 25 in-ground twy edge lights to increase safety.

   To: Design and replace 50 twy and rwy guidance signs with LED signs, replace 25 MITLs with LEDs, replace REILs with LEDs.

2. Paragraph 2 of the Obligations is replaced by the following:

   The maximum reimbursement available from the State to the Sponsor shall be five hundred thousand dollars **($500,000.00).**

3. All other provisions of the Airport Development Agreement remain applicable and unchanged except as herein modified.

4. This Airport Development Agreement Amendment is effective upon the signature of the representative of the State.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized respective officers.

STATE:		SPONSOR:	
State of Arizona Department of Transportation Multimodal Planning Division		Town of Marana Marana Regional Airport	
By:	_____	Signature:	_____
Title:	Joseph S. Omer, Director	Title:	_____
Date:	_____	Date:	_____

WITNESSED BY:		WITNESSED BY:	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Date:	_____	Date:	_____

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 3

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: January 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-008: Relating to Police Department; approving and authorizing the Chief of Police to execute a State and Local HIDTA Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department (Lisa Shafer)

Discussion:

Currently the Town of Marana Police Department has an officer in a grant funded position under the High Intensity Drug Trafficking Area (HIDTA) program with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA). A recent change in the supervisory staffing has allowed a unique opportunity for the Marana officer to continue to work in the HIDTA program but be a Credentialed Task Force Officer with the Drug Enforcement Administration (DEA). This federal credentialing will benefit the Marana Police Department and the officer greatly. The Town will not incur any additional costs associated with the change and the officer will continue to be paid through the HIDTA grant agreement.

Financial Impact:

Fiscal Year:	2015
Budgeted Y/N:	No
Amount:	0

This grant has no impact on the budget. The officer's salary and benefits are currently being paid out of separate grant agreement with CNA.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2015-008, approving and authorizing the Chief of Police to execute the Task Force Agreement between the United States Department of Justice, Drug Enforcement Administration and the Marana Police Department for Fiscal Year 2015.

Attachments: Resolution 20015-008
Exhibit A to Resolution - Agreement

MARANA RESOLUTION NO. 2015-008

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A STATE AND LOCAL HIDTA TASK FORCE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION AND THE MARANA POLICE DEPARTMENT

WHEREAS evidence has shown that trafficking in narcotics and dangerous drugs exists in the Pima County area; and

WHEREAS the United States Department of Justice, Drug Enforcement Administration (DEA) has established a DEA Tucson Task Force whose mission is to investigate, prosecute and disrupt illicit drug trafficking in the State of Arizona; and

WHEREAS currently the Town of Marana Police Department has an officer in a grant-funded position under the High Intensity Drug Trafficking Area (HIDTA) program with the Pima County/Tucson Metro Counter Narcotics Alliance (CNA); and

WHEREAS A recent change in the supervisory staffing has allowed a unique opportunity for the Marana officer to continue to work in the HIDTA program but be a Credentialed Task Force Officer with the Drug Enforcement Administration; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the State and Local HIDTA Task Force Agreement between the DEA and the Marana Police Department, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT BETWEEN DRUG ENFORCEMENT ADMINISTRATION AND MARANA POLICE DEPARTMENT

This agreement is made this _____day of _____, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Marana Police Department (hereinafter "MPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the State of Arizona and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Sierra Vista Office (Officer detailed to the DEA Tucson Task Force) will perform the activities and duties described below:

    a. disrupt the illicit drug traffic in the State of Arizona area by immobilizing targeted violators and trafficking organizations;

    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

2. To accomplish the objectives of the DEA Sierra Vista Office (Officer detailed to the DEA Tucson Task Force), the MPD agrees to detail one (1) experienced Officer to the DEA Sierra Vista Office for a period of not less than two years. During this period of assignment, the MPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The MPD Officer assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The MPD Officer assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the DEA Sierra Vista Office (Officer detailed to DEA Tucson Task Force), DEA will assign six (6) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and MPD Officer assigned to the Task Force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the DEA Sierra Vista Office (Officer detailed to the DEA Tucson Task Force), the MPD will remain responsible for establishing the salaries and benefits, including overtime, of the MPD Officer assigned to the Task Force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the MPD for overtime payments made by it to the one (1) MPD Officer assigned to the DEA Sierra Vista Office for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 law enforcement officer general schedule locality pay tables, rest of the United States table (currently $17,374.25), per officer. ***Note: Task Force Officers overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the MPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The MPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The MPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The MPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The MPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The MPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The MPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the MPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The MPD understands and agrees that HIDTA will provide the MPD Task Force Officer with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGVs)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the MPD personnel, in addition to whatever accident reporting requirements the MPD may have.

14. While on duty and acting on task force business, the MPD Officer assigned to the HIDTA Task Force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGVs for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of Task Force Officers, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2015. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by MPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date _____

Douglas W. Coleman
Special Agent in Charge

For the Marana Police Department:

_____ Date _____

Terry S. Rozema
Chief of Police

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 4

To: Mayor and Council

From: Tom Ellis, Parks & Recreation Director

Date: January 20, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Strategic Plan III identifies Community as one of its five focus areas and includes the initiative to market Marana as a destination for unique, family-friendly events.

Subject: Resolution No. 2015-009: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an agreement between the Town of Marana and S & S Bluegrass Promotions, LLC regarding the planning, development and presentation of the 2015 Marana Bluegrass Festival (Tom Ellis)

Discussion:

On March 4, 2014, the Town Council adopted Resolution No. 2014-020, approving an agreement with S & S Bluegrass Promotions for the purpose of assisting the Town and two non-profit associations in presenting the 2nd Annual Marana Bluegrass Festival on April 12-13, 2014.

S & S Bluegrass Promotions plans, implements, and manages bluegrass related special events and books bluegrass bands for concerts, festivals, and events. If approved, this item will approve an agreement that provides for S & S to take the lead in planning, coordinating, promoting and presenting the third annual edition of the Festival, as particularly described in the Scope of Work attached to the agreement.

Financial Impact:

Fiscal Year:	2015
Budgeted Y/N:	Y
Amount:	$2,500

Total compensation of $2,500 will be paid to S & S Bluegrass Promotions under the agreement which is included in the current year budget. In addition, the Town will provide in-kind support for the Festival totaling $6,944.00.

Staff Recommendation:

Staff recommends approval of the agreement between the Town of Marana and S & S Bluegrass Promotions, LLC for the 2015 Bluegrass Festival.

Suggested Motion:

I move to adopt Resolution 2015-009, approving and authorizing the Mayor to execute the agreement between the Town of Marana and S & S Bluegrass Promotions for the 2015 Marana Bluegrass Festival.

Attachments:

Resolution 2015-009
Exhibit A to Resolution 2015-009 Agreement
Scope of Work - Exhibit A to Agreement
Vendor Indemnification Form - Exhibit B to Agreement
Spreadsheet Town In-Kind Support - Exhibit C

MARANA RESOLUTION NO. 2015-009

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF MARANA AND S & S BLUEGRASS PROMOTIONS, LLC REGARDING THE PLANNING, DEVELOPMENT AND PRESENTATION OF THE 2015 MARANA BLUEGRASS FESTIVAL

WHEREAS on January 6, 2015, the Town Council adopted the Town of Marana Strategic Plan III which identifies Community as one of its five focus areas and includes the initiative to market Marana as a destination for unique, family-friendly events; and

WHEREAS for the past several years, the Town, in collaboration with several non-profit entities and others in the local bluegrass community, has presented the Marana Bluegrass Festival; and

WHEREAS S & S Bluegrass Promotions ("S & S") is an Arizona limited liability company organized to plan, implement and manage bluegrass-related special events and to book bluegrass bands for concerts, festivals and events; and

WHEREAS on March 4, 2014, the Town Council adopted Resolution No. 2014-20 approving an agreement with S & S regarding S & S's participation in the presentation of the 2014 Marana Bluegrass Festival (the "2014 Agreement"). The 2014 Agreement was effective on March 4, 2014, and had an initial term of one year; and

WHEREAS the Town and S & S desire to terminate the 2014 Agreement and enter into a new agreement for S & S to plan, develop and present the 2015 Marana Bluegrass Festival (the "Festival") with support and assistance from the Town as described in this Agreement; and

WHEREAS the Town Council finds that approval of an agreement related to the planning, development and presentation of the 2015 Marana Bluegrass Festival as set forth in 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, ARIZONA, as follows:

SECTION 1. The agreement between the Town of Marana and S & S Bluegrass Promotions, LLC regarding the planning, development and presentation of the 2015 Marana Bluegrass Festival, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA AND S & S BLUEGRASS PROMOTIONS, LLC FOR THE 2015 MARANA BLUEGRASS FESTIVAL

THIS AGREEMENT (the "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and S & S BLUEGRASS PROMOTIONS, LLC, an Arizona limited liability company ("S & S"). The Town and S & S are sometimes collectively referred to in this Agreement as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. In January 2015, the Town Council of the Town of Marana adopted the Town of Marana Strategic Plan III (the "Plan"). The Plan identifies Community as one of its five focus areas. Under the Community focus area, the Plan includes an initiative to market Marana as a destination for unique, family-friendly events.

B. For the past several years, the Town, in collaboration with several non-profit entities and others in the local bluegrass community, has presented the Marana Bluegrass Festival.

C. S & S Bluegrass Promotions is an Arizona limited liability company organized to plan, implement and manage bluegrass-related special events and to book bluegrass bands for concerts, festivals and events.

D. On March 4, 2014, the Town Council adopted Resolution No. 2014-20 approving an agreement with S & S regarding S & S's participation in the presentation of the 2014 Marana Bluegrass Festival (the "2014 Agreement"). The 2014 Agreement was effective on March 4, 2014, and had an initial term of one year.

E. The Town and S & S desire to terminate the 2014 Agreement and enter into a new agreement for S & S to plan, develop and present the 2015 Marana Bluegrass Festival (the "Festival") with support and assistance from the Town as described in this Agreement.

F. The Town finds that the benefits to the Town resulting from S & S's production and presentation of the 2015 Marana Bluegrass Festival have a value at least equal to the fair market value of the in-kind support and assistance and compensation to be provided to S & S by the Town pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated here as the intent of the Parties in entering into this Agreement, and in consideration of the terms of this Agreement, the Parties hereby agree as follows:

1. *Termination of 2014 Agreement*. The 2014 Agreement is hereby terminated by mutual consent of the Parties.

2. *Services to be performed by S & S.* S & S shall plan, develop and present the 2015 Marana Bluegrass Festival at Ora Mae Harn Park, 13250 N. Lon Adams Road, as set forth in this paragraph 2, and in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit A. The Festival will be held April 10-12, 2015, during the times mutually agreed upon by the Parties. The Festival will include performances by bluegrass bands and musicians, food and craft vendors, and other related activities.

a. S & S shall recruit, select, approve and contract with musicians and vendors for the Festival. The vendors may include food and crafts exhibitors and other exhibitors consistent with the theme of the Festival and the terms of this Agreement. S & S shall ensure that all Marana Bluegrass Festival vendors possess a current Town of Marana business license as of the date of the Festival. S & S shall also ensure that all food vendors possess a current and appropriate permit from the Pima County Health Department, if required, as of the date of the Festival.

b. S & S shall ensure that all Festival vendors enter into a release and indemnification agreement in the form set forth in Exhibit B, attached hereto and fully incorporated herein by this reference.

c. All marketing and promotional materials produced by S & S for the Festival must be approved by the Town prior to their use and distribution.

d. S & S shall provide sufficient staffing to present and run the Festival on both days.

e. S & S shall provide security for the Festival pursuant to a security plan approved by the Town.

3. *Payment and invoices.* Except as otherwise agreed to in a written amendment to this Agreement signed by the Parties, for all services and work performed by S & S pursuant to this Agreement, the Town shall pay S & S the comprehensive, inclusive flat fee of $2,500.00 as follows:

a. S & S shall submit an invoice to the Town Representative for $1,000.00 on or about the date of execution of this Agreement.

b. S & S shall submit an invoice to the Town Representative for $1,500.00 upon final accounting and payment of all outstanding accounts after the Festival.

c. Each invoice submitted by S & S to the Town shall include:

i. The days when the work and services were performed.

ii. The milestones or goals achieved pursuant to this Agreement, where applicable.

iii. Reference to Town tracking numbers, including Purchase Order numbers, authorizing payment for the work and services addressed by the invoice.

d. The Town shall pay S & S within 30 days after the Town Representative approves S & S's invoice or any portion of it.

4. *Support and assistance to be provided by the Town.* In addition to the payment set forth in paragraph 3 above, the Town shall provide in-kind support and assistance, at no cost to S & S, as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

5. *Expenses; admission and other activity fees.* Except as provided in paragraphs 3 and 4 above, S & S shall be responsible for all of its operating expenses. S & S may assess, collect and retain admission and other activity fees from parties who wish to attend and participate in the Marana Bluegrass Festival. The Town makes no guarantee or promise regarding the amount of compensation S & S will receive due to admission and other activity fees.

a. S & S shall make available to the Town for inspection any books, ledgers or statements kept by S & S regarding activities conducted pursuant to this Agreement.

b. S & S shall be liable for all taxes applicable to the proceeds received by S & S under this Agreement, whether those proceeds are from the Town pursuant to paragraph 3 above, or are from other sources. The Town shall not withhold or pay federal, social security, or state income taxes or workers' compensation out of the proceeds payable by the Town under this Agreement, unless duly ordered to do so by a court or other government authority with jurisdiction.

6. *Effective date and duration.* This agreement shall be effective as of the signature date of the last Party to sign this Agreement, and shall remain in effect until May 31, 2015. Notwithstanding the foregoing, the indemnification provisions set forth in paragraph 10 below shall survive termination of this Agreement.

7. *Relationship of the parties.* In the performance of the services contemplated by this Agreement, S & S shall act solely as an independent contractor, and nothing expressed or implied in this Agreement shall be construed to create the relationship of employer and employee, partnership, principal and agent, or to create a joint venture between the Town and S & S.

8. *Use of Town logo and seal.* The Town grants S & S a limited license to use, at no cost, the Town's logo and seal in S & S's performance of the services described in this Agreement. S & S shall not use the Town's logo and seal for any other purpose or use. S & S shall not modify, revise or alter the Town's logo or seal in any way.

9. *Insurance.* S & S and any subcontractor who performs any work for S & S under this Agreement shall maintain insurance throughout the term of this Agreement from

carriers acceptable to the Town with the following required minimum coverages and limits:

Commercial General Liability	U.S. $1,000,000 per occurrence U.S. $2,000,000 aggregate

a. S & S shall deliver one or more certificates of insurance evidencing coverage as described in this paragraph 9, including coverage required of any subcontractor, to the Town upon execution of this Agreement and prior to commencing any activities pursuant to this Agreement. S & S shall also deliver new certificates of insurance each time the policy(s) is updated. All certificates shall be delivered to the Town's Parks and Recreation Director.

b. The Town shall be named as an additional insured on the commercial general liability insurance policies required by this paragraph 9. As an additional insured, the Town shall be provided coverage for any liability arising out of operations performed in whole or in part by or on behalf of S & S or any subcontractor. S & S shall deliver additional insured endorsement(s) along with the certificate(s) of insurance required by subparagraph (a) above. The additional insured endorsement form identification number shall also be included within the description box on the certificate of insurance and the applicable policy number shall be included on the endorsement.

c. All policies required pursuant to this paragraph 9 shall be endorsed to contain a waiver of transfer of rights of recovery (subrogation) against the Town, its agents, officers, officials, and employees for any claims arising out of S & S's or any subcontractor's work or service. Endorsements evidencing this waiver of subrogation shall be provided to the Town along with all other insurance documentation required by this Article.

d. The certificate(s) shall also stipulate that the insurance afforded S & S and any subcontractor shall be primary insurance and that any insurance carried by the Town, its agents, officials or employees shall be excess and not contributory insurance to that provided by S & S or any subcontractor. Coverage provided by S & S and any subcontractor shall be primary insurance with respect to all other available sources.

e. The insurance requirements specified in this paragraph 9 may not be changed or modified except by written agreement signed by both Parties.

f. S & S shall give the Town at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this paragraph 9. S & S shall give the Town immediate notice of any other cancellation or reduction of any coverage required by this paragraph 9. Cancellation or reduction of any coverage required by this paragraph 9 is grounds for termination of this Agreement by the Town.

10. *Indemnification.* S & S agrees to defend, save, hold harmless, and indemnify the Town, its officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from S & S's errors, omissions, or negligent acts in the performance of services pursuant to this Agreement, or the errors, omissions or negligent acts of any party S & S contracts with in the performance of services pursuant to this Agreement, anyone directly or indirectly employed by S & S, or anyone for whose acts S & S may be liable.

11. *Regulatory compliance and approvals.* Each Party shall at its own expense comply with all applicable federal, state and local laws, rules, and regulations in connection with its obligations under this Agreement. As part of this obligation, S & S shall obtain any and all permits required by the Town, the Northwest Fire District or any other appropriate regulatory agency for its activities under this Agreement. In consideration of the services to be performed by S & S under the terms of this Agreement, to the extent legally permissible, the Town agrees to waive all Town of Marana review and permit fees that S & S would normally be required to pay for S & S's activities pursuant to this Agreement.

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

If to the Town, to:
TOWN OF MARANA
Attn: Parks and Recreation Director
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to S & S, to:
S & S BLUEGRASS PROMOTIONS, LLC
Attn: James Sanchez
4701 W. Linda Vista, Apt. 12102
Tucson, Arizona 85742

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

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

15. *Force majeure.* Notwithstanding any other term, condition or provision of this Agreement to the contrary, if any Party to this Agreement is precluded from satisfying or fulfilling any duty or obligation imposed upon it due to labor strikes, material short-

ages, war, civil disturbances, weather conditions, natural disasters, acts of God, or other events beyond the control of such Party, the time period provided herein for the performance by such Party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events.

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

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

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

19. *Governing law*. This Agreement shall be construed in accordance with the laws of the State of Arizona.

20. *Termination.* Either Party may terminate its participation in this Agreement for any reason upon at least 15 days' prior written notice to the other Party.

21. *Miscellaneous.*

a. This Agreement may not be modified except in a writing signed by both of the Parties.

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

c. 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.

[SIGNATURE PAGE FOLLOWS]

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

_____

Ed Honea, Mayor

Date:_____

ATTEST:

_____

Town Clerk Date

APPROVED AS TO FORM:

_____

Town Attorney Date

"S & S":

S & S BLUEGRASS PROMOTIONS, LLC, an Arizona limited liability company

_____

James Sanchez, Member

Date_____

Federal I.D. # _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by James Sanchez, member of S & S BLUEGRASS PROMOTIONS, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal)

_____

Notary Public

LIST OF EXHIBITS

Exhibit A: Scope of Work

Exhibit B: Form of Release and Indemnification Agreement

Exhibit C: Spreadsheet listing Town In-Kind Support and Assistance

S&S BLUEGRASS PROMOTIONS, LLC – Scope of Work – 2015 Marana Bluegrass Festival

Perform and coordinate pre-Festival planning and Festival management activities to include:

Direct Marana Bluegrass Festival Committee activities; select, organize and manage Festival Committee, schedule and run meetings

Festival Stage Management; provide a Master of Ceremonies, prepare, coordinate, and manage performance schedule

Contract Festival sound system provider with appropriate equipment and experience amplifying acoustic music in an outdoor venue

Select and contract headline performers

Design 2015 Marana Bluegrass Festival Program, including performance schedule, band bios, and Festival information

Provide 2015 Marana Bluegrass Festival promotion; flyer distribution to regional festivals and bluegrass organizations, media contact and public service announcement in Tucson, Phoenix, and Flagstaff markets

Perform radio spot for KXCI community radio

Create and maintain Marana Bluegrass Festival website www.maranafestival.com

Coordinate and staff volunteer effort

Collect Festival gate and vendor receipts; pay outstanding Festival accounts

Release and Indemnification Agreement. In consideration of the acceptance of my Vendor Application for the Marana Bluegrass Festival to be held April 10-12, 2015, I do hereby, for myself, my child/ren, my heirs, executors and assigns, release the Town of Marana (Town) and S & S Bluegrass Promotions, LLC (S & S), and their respective agents, officials and employees from liability for any harm, injury, or damage, which I, or my minor child/ren, may suffer while participating in the above-described event. This includes all risks that are connected with the event whether foreseen or unforeseen. Additionally, I agree to defend, save, hold harmless, and indemnify the Town and S & S, and their respective officials, employees, agents, successors, and assigns from and against any and all manner of claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise caused by or resulting from my errors, omissions, or negligent or intentional acts in connection with the above-described event. I am of lawful age and legally competent to execute this Agreement. I understand the terms of this Agreement and have agreed to its terms as my own free act.

If I am acting on behalf of an organization, I certify that I am the agent of the organization, I am acting on the organization's behalf, and I am duly authorized to execute this Release and Indemnification Agreement on the organization's behalf.

By signing below, I acknowledge that I have read and agree to abide by all the terms, conditions, rules and regulations outlined in this Vendor Application Form and that I have read and understand the terms of this Release and Indemnification Agreement and agree that I shall be bound by its terms and conditions.

EXHIBIT C

Town of Marana In-Kind Support Assistance to 2015 Marana Bluegrass Festival

Resource	Unit	Unit Quantity	Unit Cost	Total
Ora Mae Harn Park				
Soccer Field	ea/day	1	$95.00	$190.00
Ball field	ea/day	5	$95.00	$950.00
Ramada	ea/day	5	$160.00	$1,600.00
Ramada large	ea/day	1	$192.00	$384.00
Pavillion	ea/day	1	$240.00	$480.00
Showmobile stage	event	1	$400.00	$400.00
Event Set up	hour	48	$21.00	$1,008.00
Event custodial	hour	28	$21.00	$588.00
Event Tear Down	hour	24	$21.00	$504.00
Administrative Support	hour	30	$28.00	$840.00
Total Support				$6,944.00

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 5

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: January 20, 2015

Strategic Plan Focus Area:
Heritage, Recreation

Strategic Plan Focus Area Additional Info:
The projects presented to the Pima County Bond Advisory Committee directly align with the Heritage and Recreation Initiatives of the Town of Marana's Strategic Plan. We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors. We will promote a healthy and active lifestyle through Town programs and community partnerships. We will seek to preserve the unique history and culture of Marana for generations to come.

Subject: Resolution No. 2015-010: Relating to Community Development; approving and authorizing Town staff to submit the Town of Marana's updated priority list of proposed bond projects to the Pima County Bond Advisory Committee for consideration for inclusion in future Pima County general obligation bond elections (Lisa Shafer)

Discussion:

The Pima County Bond Advisory Committee is going through the process of approving funding levels for projects that will be recommended to the Board of Supervisors to be placed on the ballot for a possible 2015 Bond Election. In April of 2014, the Council approved a priority list of potential bond projects that was provided to the Bond Committee. Since that time all of the projects, with the exception of one, have been eliminated due to lack of funding from the Bond Committee. On November 21, 2014 the Bond Committee recommended the Marana Cultural and Heritage Park be included in the Bond Package and funded at $19 million. During this meeting County Administrator, Chuck Huckleberry, stated that if the Town chose to, it could allocate $3 million of that $19 million to another project within the Town of Marana. Upon reviewing critical Town needs, major renovations to the Ora Mae Harn pool was identified as a potential project for inclusion in the Bond Program (totaling $3 million) .

The Marana Pool was originally constructed 30 years ago and has been maintained consistently

over the years first by Pima County Parks and Recreation and, starting in 1992, by the Town of Marana. This renovation project is intended to add amenities and improve the aquatic program offerings for residents and surrounding areas. The project will add swim lanes, splash features for young children, and zero depth entry. The much needed renovations will also bring the pool facilities into compliance with new ADA regulations.

The Marana pool is utilized by the Marana Marlins, a non-profit recreational swim team coordinated by local parents and serving over 300 youth swimmers, the Northwest YMCA, which provides low cost swim lessons to residents, and Marana Middle School students during their physical education classes in the spring and fall. Last summer, the pool had an average of 100 swimmers or more daily during open swim.

An updated priority list is attached for approval and submission to the Bond Committee. Additionally, a status update to the previous 2014 priority list has also been attached for Council's information.

Staff Recommendation:

Staff recommends approval of the Town's updated priority list of proposed bond projects.

Suggested Motion:

I move to adopt Resolution No. 2015-010, approving and authorizing Town staff to submit the Town of Marana's updated priority list of proposed bond projects to the Pima County Bond Advisory Committee.

Attachments:

Resolution 2015-010
Exhibit A Current Priority List
Previous Project Status Update
Pool Project Request
Heritage Park Project Request

MARANA RESOLUTION NO. 2015-010

RELATING TO COMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING TOWN STAFF TO SUBMIT THE TOWN OF MARANA'S UPDATED LIST OF PROPOSED BOND PROJECTS TO THE PIMA COUNTY BOND ADVISORY COMMITTEE FOR CONSIDERATION FOR INCLUSION IN FUTURE PIMA COUNTY GENERAL OBLIGATION BOND ELECTIONS

WHEREAS the Pima County Bond Advisory Committee evaluates submissions from Pima County and the incorporated jurisdictions within Pima County in order to recommend a package of projects for inclusion in general obligation bond elections; and

WHEREAS on February 12, 2013, the Town Council adopted Resolution No. 2013-011 approving a list of proposed bond projects to be submitted to the Bond Committee for consideration for inclusion in future bond elections; and

WHEREAS on April 1, 2014, the Town Council adopted Resolution No. 2014-034 approving an updated list of proposed bond projects to be submitted to the Bond Committee for consideration for inclusion in future bond elections; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to submit a new updated list of proposed projects to the Pima County Bond Advisory Committee, including a request for funding for renovations to the Marana Pool at Ora Mae Harn Park.

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

SECTION 1. The Town of Marana's updated list of proposed bond projects attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and Town staff is hereby authorized and directed to submit the list to the Pima County Bond Advisory Committee for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of January, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

EXHIBIT A

Ranking	Project	Project	Request
1	PR213	Marana Cultural & Heritage Park	32,000,000
2		Marana Pool Renovation	3,000,000
3	FC8	**Barnett Linear Channel*	6,000,000
4	FC9	**Lower Santa Cruz River Levy*	7,000,000
5	CD4	**Affordable Housing (Marana)*	1,500,000
6	CD5	**Neighborhood Housing Stock Retention Fund*	1,000,000
7	FM39	**North Marana Library & Multi-Generational Community Center*	16,700,000
8	PR210	**Bureau of Reclamation Sports Park*	17,500,000
9	PR211	**Southern Marana Multi-Generational Community Center*	5,400,000
**Projects previously elimated from Bond Package*			

Ranking	Project	Project	Request	Status
1		Marana Heritage River Park Economic Development	20,000,000	Projects 1 & 2 were combined into one project and the Bond
2	PR213	Marana Cultural & Heritage Park	17,800,000	Committee recommended funding at 19 million.
3	FC8	Barnett Linear Channel	6,000,000	Bond Committee did not recommend any funding
4	FC9	Lower Santa Cruz River Levy	7,000,000	Bond Committee did not recommend any funding
5	CD4	Affordable Housing (Marana)	1,500,000	Bond Committee did not recommend any funding
6	CD5	Neighborhood Housing Stock Retention Fund	1,000,000	Bond Committee did not recommend any funding
7	FM39	North Marana Library & Multi-Generational Community Center	16,700,000	Bond Committee did not recommend any funding
8	PR210	Bureau of Reclamation Sports Park	17,500,000	Bond Committee eliminated on 4/25/2014
9	PR211	Southern Marana Multi-Generational Community Center	5,400,000	Bond Committee did not recommend any funding
Partner Project				
	FM84	Marana Health Center Expansion		Marana Health Center revised location to Flowing Wells
		Marana Performing Arts/Community Center		Bond Committee did not recommend any funding
		Norther Marana Library/MUSD		Bond Committee did not recommend any funding

Department: Town of Marana Parks and Recreation Department
New Project: December 2014

2014 Bond Election Proposed Project

Project Name: Marana Pool Renovation

Location: This project is located at Ora Mae Harn Park, 13250 N Lon Adams Road, which is within the incorporated jurisdiction of the Town of Marana.

Scope: Design and construction of upgrades to the aging 25 yard Marana Pool including redesign and replacement of all plumbing and filtration systems; removal of diving well; add lanes; modify and replace concrete deck and gutter; add zero depth entry to meet ADA codes with child area /splash toys and slide tower; improve lighting, replace deck amenities, and update the pool bath house to meet ADA codes and add family changing facilities, perform interior cosmetic and amenity upgrades, renovate, redesign, and upgrade all HVAC, plumbing, and electrical systems; improve the efficiency of the patron admission process.

Benefits: This project addresses the aquatic recreation needs of the N Marana and surrounding county residents. It updates the existing pool facility adding 15 years to the assets lifespan.

Costs: $3,000,000

Bond Funding: $3,000,000

Other Funding: None identified at this time

Fiscal Year Project Start and Finish Date: The project start and finish dates will be determined as part of the Bond Program Implementation Phase and through intergovernmental agreements with Pima County.

Project Management Jurisdiction: The Town of Marana will have project management jurisdiction for this project.

Future Operating and Maintenance Costs: Operation and maintenance costs for this project will be part of the Town of Marana budgeting process. Anticipated costs for the additional facility amenities and programing are $58,000. There is also the opportunity of increased revenue with the added amenities.

Regional Benefit: The direct benefit of the project is to the pool users in north Marana and surrounding Pima County, including students at Marana Middle School who use the pool as part of their physical education classes.

Requestor: Town of Marana
Date: January 2015

2014 Bond Election Proposed Project

Project Name: Marana Cultural and Heritage Park

Location: The Marana Heritage River Park is located just north of the Santa Cruz River, in portions of Sections 33 and 34, T11S R11E. The site straddles Heritage Park Drive and is located just west of Tangerine Farms Road. Interstate 10 (I-10) is approximately two miles to the east.

Scope: Complete the design and construction of the Marana Heritage River Park (sports, performance and event facilities and infrastructure) Site development, reconstruction of public facilities to serve as interpretive and exhibition spaces, heritage and arts facilities, access (pedestrian and vehicular), parking, convenience facilities, picnic areas, demonstration areas, areas of passive recreation, economic development opportunities and trail connections to the Santa Cruz River are all contained in the site plan.

Benefits: The long-term vision for the park is to showcase Marana's agrarian culture by integrating demonstration farming, community gardens, arts and cultural exhibits, performance and event venues, equestrian facilities, and a farmer's market as the centerpiece of a thriving commercial district and tourist destination.

As the Town of Marana works to create a safe community with a strong sense of place, where diverse people are motivated to be involved and feel connected, needed and appreciated it is important that the Town develop key initiatives and high-quality projects. The Heritage River Park celebrates Marana's rich history and agricultural heritage and provides an opportunity to offer a sense of place for the community and economic benefits through private – public partnerships.

The Marana Heritage River Park tells the story of region's past and Marana's role. It celebrates honors and interprets the community's history and culture as part of an integrated recreation experience. Located along the Santa Cruz River, the park will highlight the importance of the river and water and the role of agriculture in the arid southwest from prehistory through modern farming and agribusiness. Residents and visitors will be able to explore the evolution of the rural landscape through educational programs, art events, interactive exhibits, living history, and recreation.

By partnering with private investors and community-based organizations, the Town aims to create an economically viable destination for both locals and tourists alike. The Heritage Park project features four distinct development areas: the Heritage Farm, Heritage Plaza, Heritage Park, and Heritage Ranch, all connected with an extensive system of walking/biking trails and shared-use paths.

Heritage Farm

One element of the Marana Heritage River Park is the Marana Heritage Farm. This learning farm provides an opportunity for Marana citizens to learn how to grow fruits and vegetables. Water has been

the foundation for community farming throughout history and served as a central factor in the development of what is now known as Marana. The learning farm showcases Marana and the region's heritage through farming and irrigation demonstrations and relevant exhibits providing an outdoor classroom for adults, children and families.

The Heritage Farm will feature community gardens, an open-air farmer's market, commercial kitchen facilities and flexible space for public and private use.

The Community Gardens will link area residents with agrarian opportunities passed down as the rich farming heritage of the community evolved. The Garden is a place where individuals and families can grow a portion of their own food in a collaborative environment, benefiting from the experience of other gardeners. Small garden plots with shared composting, tool storage, and water will be made available to the community.

Heritage Plaza

The Marana Heritage Plaza provides a flexible space where a tree-lined central court serves as a shady space for family or community celebrations. Successful development of commercial partnerships is central to the viability of the Marana Heritage River Park. Bringing together rustic structures with updated and new amenities developed for commercial uses allows the Town to provide space within the Marana Heritage River Park. This creates a business-friendly environment while providing a tourism destination.

Heritage Park

The Heritage River Park offers the community family-friendly play areas with attractions geared for every age. Themed areas may include a tractor playground, outdoor amphitheater and an agrarian influenced splash pad and provide learning opportunities throughout the park.

The Marana Heritage River Park has been designed to highlight the importance of water use in the Santa Cruz River Valley. Marana has a long and rich history with more than 4,200 years of continuous human occupation. Long before the coming of the Spanish Conquistadors and missionaries in the 17th Century, the area was inhabited by the Hohokam people who developed extensive canal systems and used waters from the Santa Cruz River to irrigate crops. After WWI that Marana became primarily an agricultural center, producing mainly cotton, but also wheat, barley, alfalfa and pecans.

Heritage Ranch

Marana and the region's proud heritage of ranching and rodeo come to life at the Marana Heritage Ranch. This facility will draw participants and viewers to experience the rich western culture kept alive through equestrian activities, concerts, fairs, and special events.

The Santa Cruz River Shared-Use Path is part of an integrated fully-linked trail system. It provides visitors and residents an alternative mode of transportation for access to park amenities. The path is part of the Juan Batista de Anza National Historic Trail and The Loop. It features rest nodes with benches, bike racks, shade, and landscaping. The path provides a safe ADA accessible path for recreational purposes and equestrian access to the Santa Cruz River.

Total Cost Estimate: $64,000,000

Bond Funding: Requested -$32,000,000. Pima County Bond Committee Recommended -$16,000,000

Other Funding: In addition to the land contribution and $2,000,000 already invested into development of the Park, the Town will leverage additional General Fund, private investment and grant dollars to maximize the impact of Pima County Bond funds.

Total Cost Estimate by Major Task: $16,000,000

Site Design	1,528,170
Earthwork/Drainage	2,000,000
Transmission line relocation	450,000
Site utilities	2,800,000
New roadway & Parking	2,500,000
Site furnishings	300,000
Pedestrian walkways	195,000
Ramadas and group gathering area	375,000
Maintenance area & storage	250,000
Equestrian arenas	1,026,830
Stock pens	175,000
Spectator seating	68,000
Arena Lights	250,000
Site fencing and gates	83,000
Restroom building	754,000
Participant and Spectator parking	850,000
Tangerine Road turn bay	150,000
Performance amphitheater	750,000
Lighted Soccer Field	900,000
Lights and fencing for existing ball fields	325,000
Landscaping	270,000

Fiscal Year Project Start and Finish Date: The project start and finish dates will be determined as part of the Bond Program Implementation Phase and through intergovernmental agreements with Pima County.

Project Schedule by Major Task:

- Site Design-8 months
- Earthwork/Drainage/Transmission line relocation-3 months
- Project Construction-9 months

Project Management Jurisdiction: The Town of Marana will have project management jurisdiction for this project.

Operating Jurisdiction: The Town of Marana will have operating jurisdiction for this project.

Future Operating and Maintenance Costs: Maintenance costs, estimated at $315,000 (indirect and administrative) - for park improvements will be paid by the Town of Marana using General Fund dollars. The Marana Heritage Farm will be included as acreage in the Town's park inventory and programmed into the resource allocation for park maintenance as part of the Town's annual budget process. Both on-going funds for maintenance and one time funds for park development will be programmed as available. The Town of Marana Parks and Recreation Department will maintain all areas of the Heritage River Park property not encumbered to another entity through a "partner-use agreement". This includes, but is not be limited to, all entry points, fallow fields, fence lines, irrigation systems, landscaping, park facilities, paths, road frontage and service drives. Maintenance regimens will be based on best practices appropriate for the site to insure that Town of Marana Park Standards are met.

Regional Benefit: Full development of the Marana Heritage Park will provide a recreation destination for the region. Its convenient location off of I-10 allows for easy access for tourist and visitors.

Supervisor District of Project Location: District 3

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 6

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: January 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-011: Relating to Real Property; approving and authorizing the Mayor to execute the Home Plate Easement Exchange Agreement with B and J Sports, LLC, for the exchange of easements on property located about 500 feet east of the intersection of Silverbell and Continental Reserve Loop/Coachline Boulevard (Frank Cassidy)

Discussion:

B and J Sports, LLC, owns the former Monkey Business site on Silverbell Road, east of Continental Reserve Loop/Coachline Boulevard, and is in the process of establishing a new restaurant called Home Plate. The site has existing access and water easements held by the Town. B and J Sports has requested the Town to grant partial releases of the existing easements.

Meanwhile, the Utilities Department has determined that it needs a new public waterline and pipeline easement across the Home Plate site as part of its overall system needs. B and J Sports is willing to exchange the easement rights the Town needs for no compensation in exchange for a partial release of the existing easements and waiver of the normal fees associated with the partial release.

Financial Impact:

Town staff believes the combined value of the portions of the existing easements the Town is releasing and the fees the Town would forego as part of this agreement is less than the value of the new easement the Town is obtaining. Town staff has offered to acquire the new easement using the normal appraisal process, and to charge the normal fees for releasing the existing easements, but B and J Sports believes that any additional compensation it may be owned is not worth the potential delays associated with that process. B and J Sports and Town staff believe that the proposed agreement is the most expedient and fairest way to handle this exchange.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-011, approving and authorizing the Mayor to execute the Home Plate Easement Exchange Agreement.

Suggested Motion:

I move to adopt Resolution 2015-011, approving and authorizing the Mayor to execute the Home Plate Easement Exchange Agreement.

Attachments: Resolution 2015-011
Exhibit A Home Plate Easement Exchange with Exhibits

MARANA RESOLUTION NO. 2015-011

RELATING TO REAL PROPERTY; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE HOME PLATE EASEMENT EXCHANGE AGREEMENT WITH B AND J SPORTS, LLC, FOR THE EXCHANGE OF EASEMENTS ON PROPERTY LOCATED ABOUT 500 FEET EAST OF THE INTERSECTION OF SILVERBELL AND CONTINENTAL RESERVE LOOP/COACHLINE BOULEVARD

WHEREAS B AND J SPORTS, LLC, owns an improved parcel of land consisting of approximately two acres and a restaurant/commercial building located on the south side of Silverbell Road, about 500 feet east of its intersection with Continental Reserve Loop/Coachline Boulevard (the "Home Plate Parcel"); and

WHEREAS the Home Plate Parcel is burdened by a perpetual access easement and an existing water and pipeline easement granted to and held by the Town; and

WHEREAS B AND J SPORTS has requested the Town to grant partial releases of the existing access easement and water and pipeline easement to accommodate its development of the Home Plate commercial enterprise on the Home Plate Parcel; and

WHEREAS the Town needs a new public waterline and pipeline easement across the Home Plate Parcel as part of its overall system needs; and

WHEREAS the Town and B AND J SPORTS are willing to exchange the easement rights in accordance with the Home Plate Easement Exchange Agreement; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into the Home Plate Easement Exchange Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Home Plate Easement Exchange Agreement attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

HOME PLATE EASEMENT EXCHANGE AGREEMENT

(Town of Marana, Arizona)

THIS AGREEMENT ("Agreement") is made and entered into by and between THE TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and B AND J SPORTS, LLC, an Arizona limited liability company ("B&J"). The Town and B&J are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. B&J owns an improved parcel of land consisting of approximately two acres and a restaurant/commercial building located on the south side of Silverbell Road, about 500 feet east of its intersection with Continental Reserve Loop/Coachline Boulevard, Pima County Assessor's Parcel Number 221-21-004F, legally described in Exhibit A to the Special Warranty Deed recorded in the office of the Pima County Recorder on December 23, 2014 at Sequence 20143570787 (the "Home Plate Parcel").

B. The Home Plate Parcel is burdened by a perpetual access easement recorded in the Pima County Recorder's office on November 1, 2007 at Docket 13173, Page 1603, Sequence 20072120348 (the "Access Easement") and an existing water and pipeline easement recorded in the Pima County Recorder's office on August 30, 2007 at Docket 13130, Page 3690, Sequence 20071690729 (the "Existing Water & Pipeline Easement").

C. The Access Easement and the Existing Water & Pipeline Easement were granted to, and are held by, the Town.

D. To accommodate its use and further development of the Home Plate Parcel, B&J has requested the Town to grant partial releases of the Access Easement and the Existing Water & Pipeline Easement.

E. Unrelated to the further development of the Home Plate Parcel, the Town has determined that it needs a new public waterline and pipeline easement (the "New Water & Pipeline Easement") across the Home Plate Parcel as described in Exhibit A and depicted in Exhibit B attached to and incorporated by this reference in this Agreement.

F. B&J is willing to grant the New Water & Pipeline Easement to the Town in exchange for the partial releases of the Access Easement and the Existing Water & Pipeline Easement as described in detail below and the other terms of this Agreement.

G. The Town is willing to grant partial releases of the Access Easement and the Existing Water & Pipeline Easement as described in detail below in exchange for the New Water & Pipeline Easement and the other terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. *Exchange of easements*. No later than March 1, 2015, the Parties will complete the following exchange:

(A) *Town to B&J*. The Town, acting through its Town Engineer, shall execute one or more instruments prepared and/or approved as to form by the Marana Town Attorney releasing the following:

(i) That portion of the Access Easement legally described in Exhibit C and depicted in Exhibit D attached to and incorporated by this reference in this Agreement.

(ii) That portion of the Existing Water & Pipeline Easement legally described in Exhibit E and depicted in Exhibit F attached to and incorporated by this reference in this Agreement.

(B) *B&J to Town*. B&J shall execute one or more instruments prepared and/or approved as to form by the Marana Town Attorney granting the New Water & Pipeline Easement to the Town.

2. *Recording*. The instruments referred to in paragraph 1 above shall be simultaneously recorded in the office of the Pima County Recorder at the Town's cost, if any.

3. *Waiver of certain Town fees.* The Town shall waive its customary fees for title review, abandonment, release, development agreement preparation, Council action, and any other fee that would normally be required for the release of easements. This paragraph does not apply to other Town fees associated with construction and development of the Home Plate Parcel, such as any applicable building code fees, development fees, water and sewer connection fees, etc. (if any), all of which are not waived by this paragraph.

4. *Miscellaneous*.

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

(B) 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.

(C) If either Party 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.

(D) 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.

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

(F) Exhibits referred to in this Agreement are attached to and incorporated by reference as if set forth in full in this Agreement.

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

"B&J":
B AND J SPORTS, LLC, an Arizona limited liability company

By: _____
Rick James, Member

By: _____
Denise Borg, Member

Date: _____

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by Rick James, Member of B AND J SPORTS, LLC, an Arizona limited liability company, on behalf of the LLC.
(Seal)

_____
Notary Public

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by Denise Borg, Member of B AND J SPORTS, LLC, an Arizona limited liability company, on behalf of the LLC.
(Seal)

_____
Notary Public

LIST OF EXHIBITS

Exhibit A	Legal Description of the New Water & Pipeline Easement to be granted by B&J to the Town
Exhibit B	Depiction of the New Water & Pipeline Easement to be granted by B&J to the Town
Exhibit C	Legal Description of the portion of the Access Easement to be released by the Town
Exhibit D	Depiction of the portion of the Access Easement to be released by the Town
Exhibit E	Legal Description of the portion of the Existing Water & Pipeline Easement to be released by the Town
Exhibit F	Depiction of the portion of the Existing Water & Pipeline Easement to be released by the Town

POLARIS LAND SURVEYING, LLC

3528 N FLOWING WELLS RD
TUCSON, ARIZONA 85705
TEL: 520-322-6400
FAX: 520-322-6401

LEGAL DESCRIPTION – Job No. 14146

November 5, 2014

EXCLUSIVE PUBLIC WATERLINE & PIPELINE EASEMENT:

An Exclusive Public Waterline & Pipeline Easement over a portion of Parcel "A" per Book 46 at Page 71 of Surveys, Pima County Records, as described in Docket 12571 at Page 5959, Pima County Records, located in the Northeast quarter of Section 28, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Beginning at the Southwest corner of said Parcel "A";

Thence South 58°41'11"East 26.84 feet upon the Southwest line of said Parcel "A";

Thence North 10°00'06"East 131.39 feet to the Northeast line of said Parcel "A", to the Southwest right-of-way of Silverbell Road, to a non-tangent curve, turning to the right, concave to the North, from which the radius point bears North 15°48'29" East at 10,100.00 feet distant;

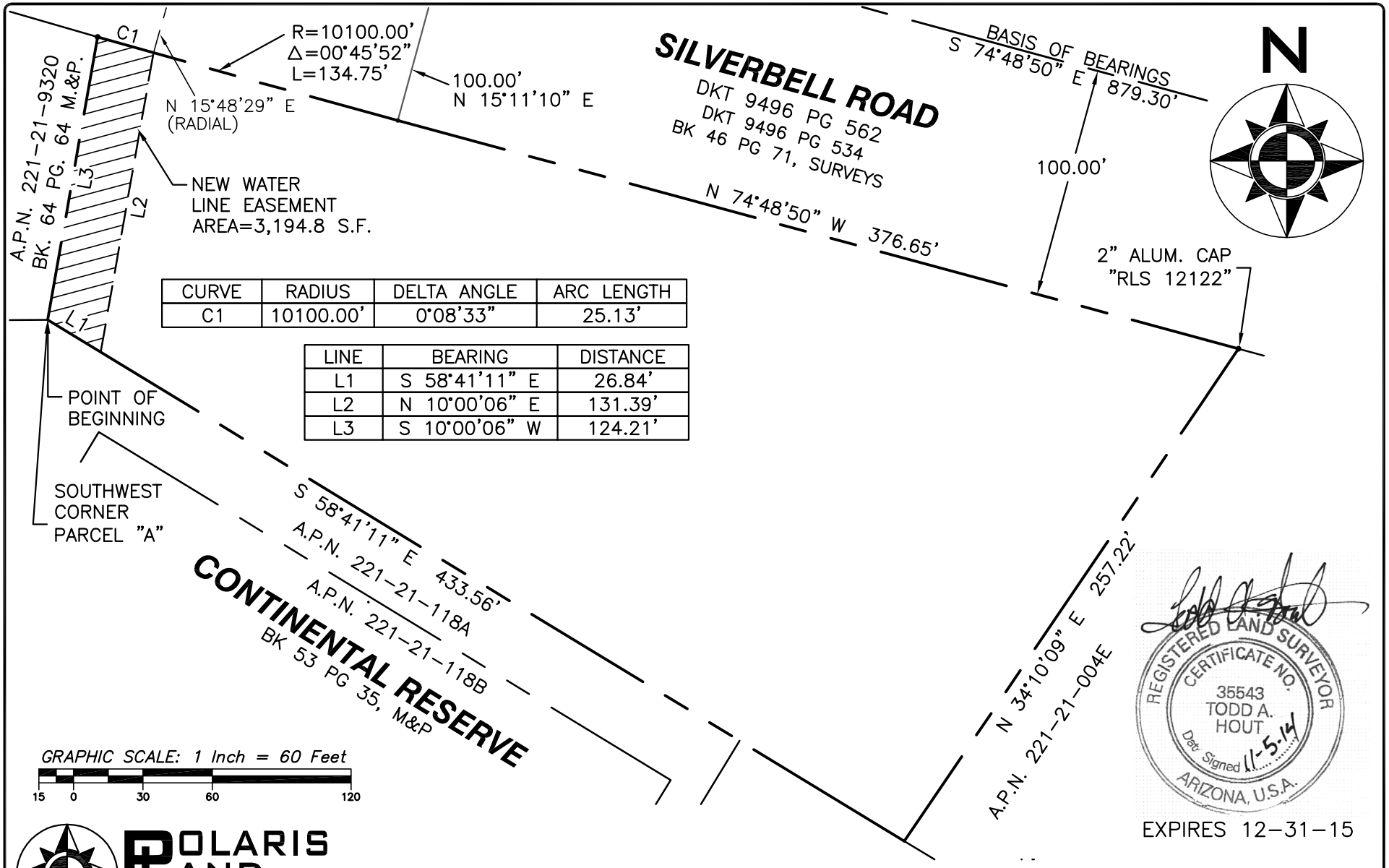
Thence Northwesterly upon said curve, upon the Northeast line of said Parcel "A", upon the Southwest right-of-way of Silverbell Road, through a delta angle of 0°08'33" and an arc length of 25.13 feet to the Northwest corner of said Parcel "A";

Thence South 10°00'06" West 124.21 feet upon the West line of said Parcel "A" to the **Point of Beginning.**

Area of said easement contains 3,194.8 square feet or 0.07 acres, more or less.



EXPIRES 12-31-15



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	10100.00'	0°08'33"	25.13'

LINE	BEARING	DISTANCE
L1	S 58°41'11" E	26.84'
L2	N 10°00'06" E	131.39'
L3	S 10°00'06" W	124.21'

GRAPHIC SCALE: 1 Inch = 60 Feet

15 0 30 60 120

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35543
TODD A.
HOUT
Date Signed 11-5-14
ARIZONA, U.S.A.

EXPIRES 12-31-15

POLARIS LAND SURVEYING, LLC

3528 N. FLOWING WELLS RD.
TUCSON, ARIZONA 85705
TEL.: (520) 322-6400
FAX: (520) 322-6401

POLARIS JOB NO. 14146 DATE: NOV. 5, 2014

EXHIBIT OF AN EXCLUSIVE PUBLIC WATERLINE & PIPELINE EASEMENT OVER A PORTION OF THE PARCEL DESCRIBED IN DOCKET 12571, PAGE 5959, LOCATED IN THE N.E. 1/4 OF SECTION 28, T. 12 S., R. 12 E., G. & S. R. M., PIMA COUNTY, ARIZONA

POLARIS LAND SURVEYING, LLC

3528 N FLOWING WELLS RD
TUCSON, ARIZONA 85705
TEL: 520-322-6400
FAX: 520-322-6401

LEGAL DESCRIPTION – Job No. 14146

November 5, 2014

PARTIAL ABANDONMENT OF PUBLIC ACCESS EASEMENT:

The abandonment of a portion of a Public Access Easement described in Docket 13173 at Page 1603, Pima County Records, over a portion of Parcel "A" per Book 46 at Page 71 of Surveys, Pima County Records, as described in Docket 12571 at Page 5959, Pima County Records, located in the Northeast quarter of Section 28, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "A";

Thence North 10°00'06" East 64.54 feet upon the Northwest line of said Parcel "A" to the most Westerly point of said existing Access Easement described in Docket 13173 at Page 1603, Pima County Records;

Thence South 74°45'12" East 20.00 feet upon the Southwest line of said existing easement to a curve, turning to the right, concave to the Southwest, with a radius of 4.50' feet;

Thence Southerly upon said curve, through a delta angle of 84°45'18" and an arc length of 6.66 feet to the **Point of Beginning** of said abandonment area;

Thence South 10°00'06" West 48.28 feet to a non-tangent curve, turning to the right, concave to the West, from which the radius point bears South 22°32'08" West 2.00 feet distant;

Thence Southerly upon said non-tangent curve, through a delta angle of 98°51'11" and an arc length of 3.45 feet;

Thence South 31°23'19" West 0.52 feet;

Thence South 58°36'41" East 11.33 feet to a non-tangent curve, turning to the right, concave to the West, from which the radius point bears South 31°23'13" West 5.00 feet distant;

Thence Southeasterly upon said non-tangent curve, through a delta angle of 78°12'56" and an arc length of 6.83 feet,

Thence South 58°41'11" East 366.23 feet to a non-tangent curve, turning to the right, concave to the South, from which the radius point bears South 07°17'28" East 3.00 feet distant;

Thence Easterly upon said non-tangent curve, through a delta angle of 38°28'13" and an arc length of 2.01 feet;

Thence South 58°49'15" East 4.75 feet;

Thence North 34°10'09" East 183.97 feet;

Thence North 55°48'22" West 3.56 feet to a curve, turning to the right, concave to the East, with a radius of 5.00 feet;

Thence Northwesterly upon said curve, through a delta angle of 67°06'05" and an arc length of 5.86 feet;

Thence North 55°49'51" West 35.09 feet;

Thence South 48°06'59" West 27.29 feet to a non-tangent curve, turning to the right, concave to the West, from which the radius point bears South 15°11'08" West 18.00 feet distant;

Thence Southerly upon said non-tangent curve, through a delta angle of 108°59'01" and an arc length of 34.24 feet;

Thence South 34°10'09" West 95.48 feet to a curve, turning to the right, concave to the North, with a radius of 31.50 feet;

Thence Westerly upon said curve, through a delta angle of 87°17'03" and an arc length of 47.99 feet;

Thence North 58°36'39" West 306.98 feet to a curve, turning to the right, concave to the Northeast, with a radius of 10.00 feet;

Thence Northwesterly upon said curve, through a delta angle of 68°36'45" and an arc length of 11.98 feet;

Thence North 10°00'06" East 30.54 feet;

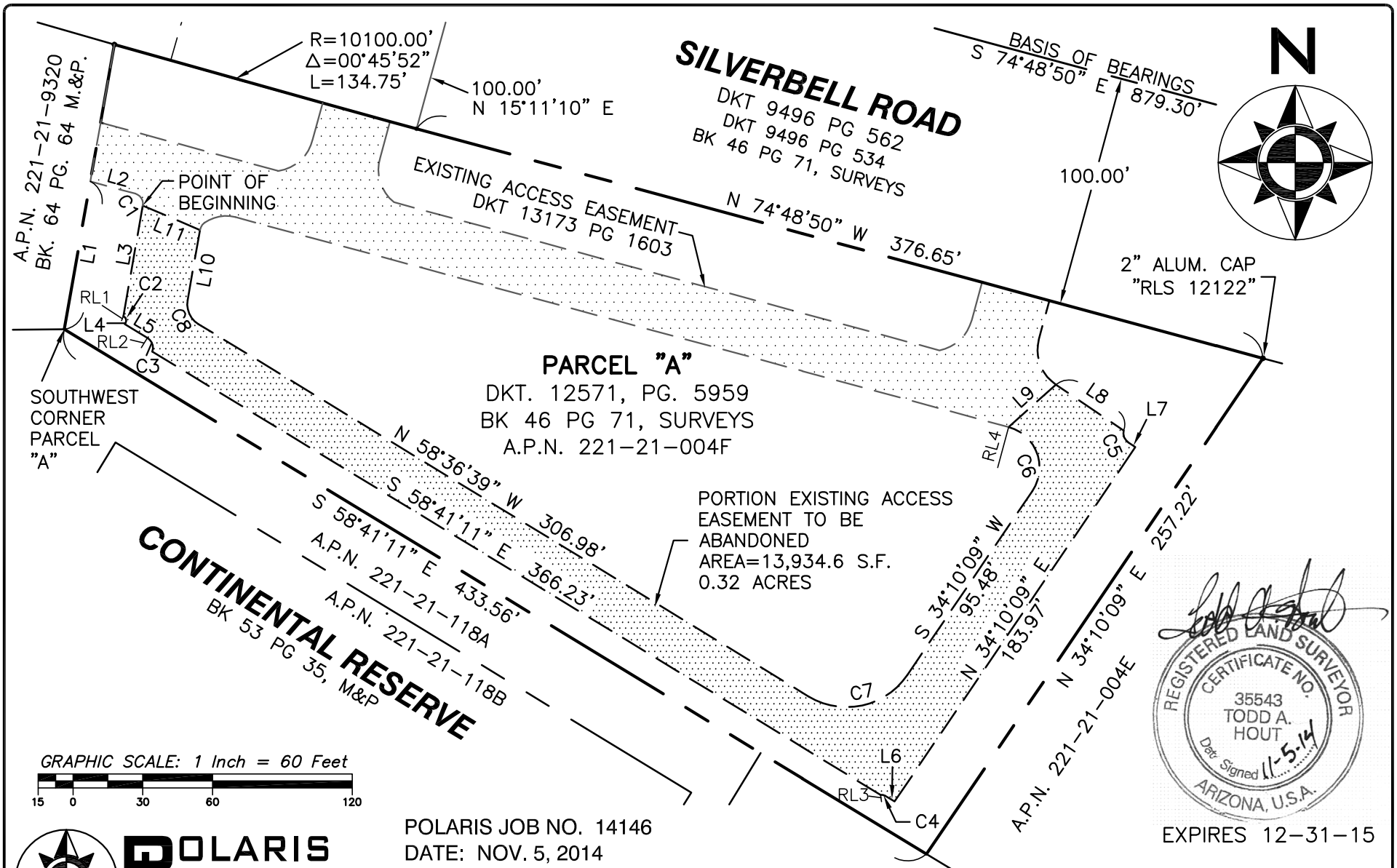
Thence North 66°45'11" West 26.71 feet to the **Point of Beginning.**

The area of said abandonment contains 13,934.6 square feet or 0.32 acres, more or less.



EXPIRES 12-31-15

Marana Council Meeting 01/20/15
EXHIBIT D TO HOME PLATE EASEMENT EXCHANGE AGREEMENT
Page 61 of 278



POLARIS JOB NO. 14146
DATE: NOV. 5, 2014

POLARIS LAND SURVEYING, LLC
3528 N. FLOWING WELLS RD.
TUCSON, ARIZONA 85705
TEL.: (520) 322-6400
FAX: (520) 322-6401 PAGE 1 OF 2

EXHIBIT OF A PARTIAL ABANDOMENT OF AN EXISTING PUBLIC ACCESS EASEMENT OVER A PORTION OF THE PARCEL DESCRIBED IN DKT. 12571, PG. 5959, PIMA COUNTY RECORDS, LOCATED IN THE N.E. 1/4 OF SECTION 28, T. 12 S., R. 12 E., G. & S. R. M., PIMA COUNTY, ARIZONA

Marana Council Meeting 01/20/15
EXHIBIT D TO HOME PLATE EASEMENT EXCHANGE AGREEMENT
Page 62 of 278

LINE	BEARING	DISTANCE
L1	N 10°00'06" E	64.54'
L2	S 74°45'12" E	20.00'
L3	S 10°00'06" W	48.28'
L4	S 31°23'19" W	0.52'
L5	S 58°36'41" E	11.33'
L6	S 58°49'15" E	4.75'
L7	N 55°48'22" W	3.56'
L8	N 55°49'51" W	35.09'
L9	S 48°06'59" W	27.29'
L10	N 10°00'06" E	30.54'
L11	N 66°45'11" W	26.71'

R LINE	BEARING	DISTANCE
RL1	S 22°32'08" W	2.00'
RL2	S 31°23'13" W	5.00'
RL3	S 07°17'28" E	3.00'
RL4	S 15°11'08" W	18.00'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH
C1	4.50'	84°45'18"	6.66'
C2	2.00'	98°51'11"	3.45'
C3	5.00'	78°12'56"	6.83'
C4	3.00'	38°28'13"	2.01'
C5	5.00'	67°06'05"	5.86'
C6	18.00'	108°59'01"	34.24'
C7	31.50'	87°17'03"	47.99'
C8	10.00'	68°36'45"	11.98'



POLARIS JOB NO. 14146
DATE: NOV. 5, 2014

POLARIS LAND SURVEYING, LLC
3528 N. FLOWING WELLS RD.
TUCSON, ARIZONA 85705
TEL.: (520) 322-6400
FAX: (520) 322-6401

EXHIBIT OF A PARTIAL ABANDOMENT OF AN EXISTING PUBLIC ACCESS EASEMENT OVER A PORTION OF THE PARCEL DESCRIBED IN DKT. 12571, PG. 5959, PIMA COUNTY RECORDS, LOCATED IN THE N.E. 1/4 OF SECTION 28, T. 12 S., R. 12 E., G. & S. R. M., PIMA COUNTY, ARIZONA

POLARIS LAND SURVEYING, LLC

3528 N FLOWING WELLS RD
TUCSON, ARIZONA 85705
TEL: 520-322-6400
FAX: 520-322-6401

LEGAL DESCRIPTION – Job No. 14146

November 5, 2014

PARTIAL ABANDONMENT OF WATERLINE & PIPELINE EASEMENT:

The abandonment of a portion of an existing Water Line & Pipeline Easement described in Docket 13130 at Page 3690, Pima County Records, over a portion of Parcel "A" per Book 46 at Page 71 of Surveys, Pima County Records, as described in Docket 12571 at Page 5959, Pima County Records, located in the Northeast quarter of Section 28, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

Commencing at the Southwest corner of said Parcel "A";

Thence South 58°41'11" East 406.54 feet upon the Southwest line of said Parcel "A" to the Southernmost corner of said existing Water Line Easement;

Thence North 30°54'23" East 68.09 feet upon the Southeast line of said existing easement to the **Point of Beginning** of said abandonment**;**

Thence continue North 30°54'23" East 104.88 feet upon said Southeast line;

Thence North 59°05'37" West 32.54 feet;

Thence South 30°54'23" West 25.00 feet;

Thence South 59°05'37" East 7.54 feet;

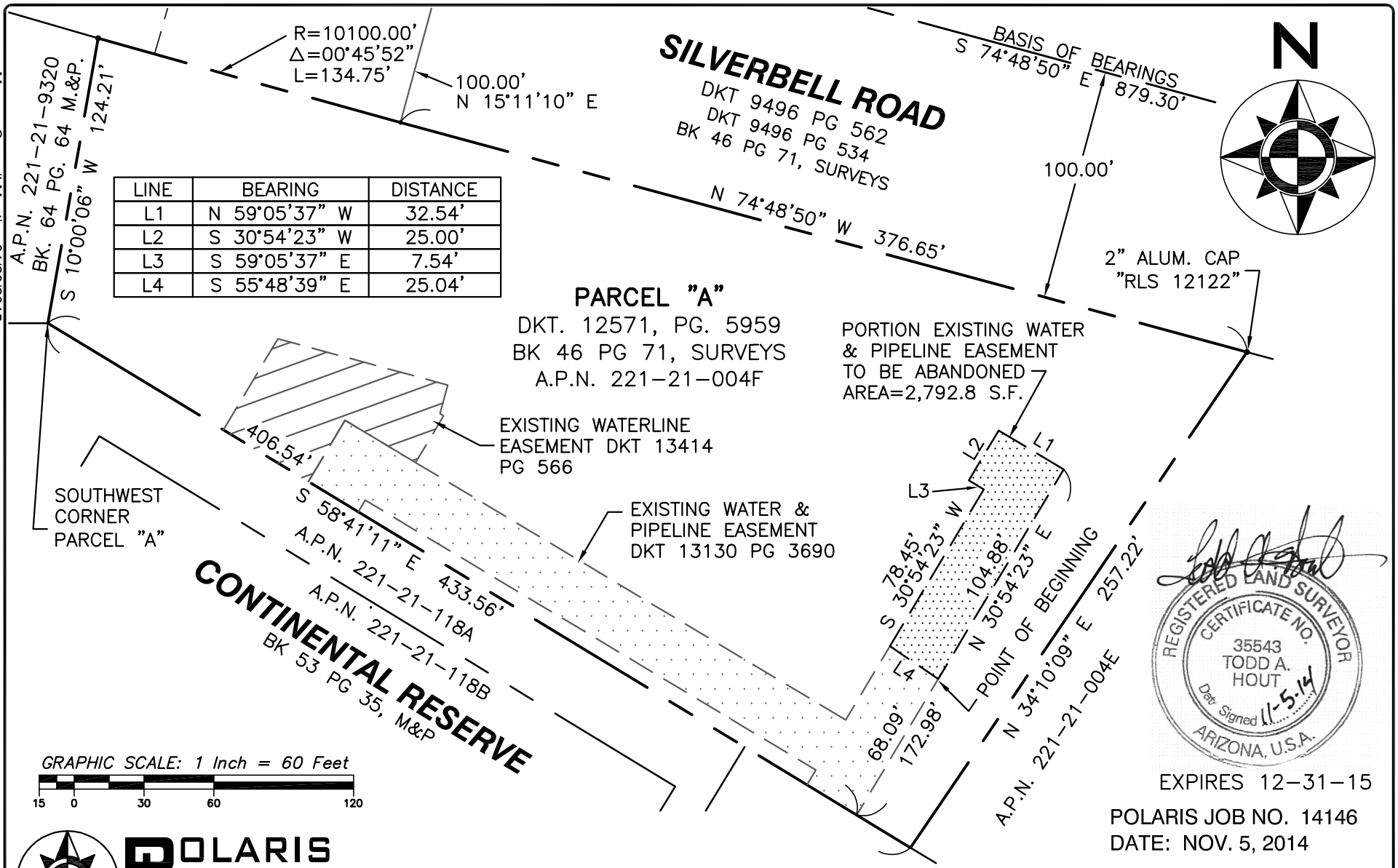
Thence South 30°54'23" West 78.45 feet;

Thence South 55°48'39" East 25.04 feet to the **Point of Beginning.**

The area of said abandonment contains 2,792.8 square feet or 0.06 acres, more or less.



EXPIRES 12-31-15



LINE	BEARING	DISTANCE
L1	N 59°05'37" W	32.54'
L2	S 30°54'23" W	25.00'
L3	S 59°05'37" E	7.54'
L4	S 55°48'39" E	25.04'

GRAPHIC SCALE: 1 Inch = 60 Feet

15 0 30 60 120

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35543
TODD A.
HOUT
Date Signed 11-5-14
ARIZONA, U.S.A.

EXPIRES 12-31-15

POLARIS JOB NO. 14146
DATE: NOV. 5, 2014

POLARIS LAND SURVEYING, LLC
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TEL.: (520) 322-6400
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EXHIBIT OF A PARTIAL ABANDOMENT OF AN EXISTING WATERLINE & PIPELINE EASEMENT OVER A PORTION OF THE PARCEL DESCRIBED IN DKT. 12571, PG. 5959, PIMA COUNTY RECORDS, LOCATED IN THE N.E. 1/4 OF SECTION 28, T. 12 S., R. 12 E., G. & S. R. M., PIMA COUNTY, ARIZONA

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 7

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: January 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-012: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement with the City of Tucson for participation in the Regional Transportation Data Network Communication System (Scott Leska)

Discussion:

If approved, this resolution will authorize the Town of Marana to participate in the Regional Transportation Data Network (RTDN), giving the Town access to the regional signal coordination and management system as part of a regional effort to operate traffic signals as efficiently as possible and to facilitate prompt and appropriate emergency response by enabling first responders to view intersection and freeway crash sites before leaving the station. The City of Tucson is the lead agency for the RTDN, which is funded through PAG.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-012, approving and authorizing the Mayor to execute the Intergovernmental Agreement between the City of Tucson and the Town of Marana for Participation in the Regional Transportation Data Network Communication System.

Suggested Motion:

I move to adopt Resolution 2015-012, approving and authorizing the Mayor to execute the Intergovernmental Agreement between the City of Tucson and the Town of Marana for Participation in the Regional Transportation Data Network Communication System.

Attachments: Resolution 2015-012
195_Exhibit_RTDN_IGA

MARANA RESOLUTION NO. 2015-012

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TUCSON FOR PARTICIPATION IN THE REGIONAL TRANSPORTATION DATA NETWORK COMMUNICATION SYSTEM

WHEREAS the City of Tucson applied for and received a $3M Federal Highway Administration (FHWA) earmark in 2005 to begin planning and developing a regional, integrated communications network and to expand then-existing communications capabilities; and

WHEREAS the Tucson Regional Transportation Data Network (the "RTDN"), described in the TUCSON RTDN IMPLEMENTATION PLAN approved by the Pima Association of Governments (PAG) Transportation Systems Subcommittee on September 19, 2008, is the product of the FHWA earmark; and

WHEREAS additional funds by PAG have been programed and dedicated to the expansion and operation of the RTDN; and

WHEREAS the City of Tucson is the lead agency for administration of the RTDN, and has primary responsibility for the operation and management of the RTDN; and

WHEREAS this intergovernmental agreement will authorize the Town of Marana to have access to the regional signal coordination and management system as part of a regional effort to operate traffic signals as efficiently as possible and to facilitate prompt and appropriate emergency response by enabling first responders to view intersection and freeway crash sites before leaving the station; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of Marana and its citizens are served by entering into this intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between the City of Tucson and the Town of Marana for Participation in the Regional Transportation Data Network Communication System attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA FOR PARTICIPATION IN THE REGIONAL TRANSPORTATION DATA NETWORK COMMUNICATION SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT (this "IGA") is made and entered into by and between the CITY OF TUCSON, an Arizona municipal corporation ("Tucson") and the TOWN OF MARANA, an Arizona municipal corporation ("Marana"). Tucson and Marana are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. In 2005, Tucson applied for and received a $3M Federal Highway Administration (FHWA) earmark to begin planning and developing a regional, integrated communications network and to expand then-existing communications capabilities.

B. The Tucson Regional Transportation Data Network (the "RTDN"), described in the TUCSON RTDN IMPLEMENTATION PLAN approved by the Pima Association of Governments Transportation Systems Subcommittee on September 19, 2008, is the product of the FHWA earmark.

C. Additional funds by Pima Association of Governments (PAG) have been programed and dedicated to the expansion and operation of the RTDN.

D. Tucson is the lead agency for administration of the RTDN, and has primary responsibility for the operation and management of the RTDN.

E. One of the purposes of the RTDN is to give RTDN-participating agencies access to the regional signal coordination and management system as part of a regional effort to operate traffic signals as efficiently as possible and to facilitate prompt and appropriate emergency response by enabling first responders to view intersection and freeway crash sites before leaving the station.

F. Marana and Tucson mutually desire for Marana to participate in the RTDN as set forth in this IGA.

G. The Parties are authorized to enter into this IGA under the authority granted by A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this IGA, the Parties hereby agree as follows:

1. *Mutual access to the RTDN*. Marana consents and allows for the connection of Marana's traffic signal controls and traffic cameras to the RTDN, giving Marana and all other RTDN-participating agencies all of the following:

a. Access to all RTDN-participating agencies' traffic cameras.

b. The ability to transmit and receive data and video from the RTDN.

c. Access to the regional Traffic Signal Central Control System for region-wide signal synchronization and management.

d. Access to the system's display of the status of each traffic signal, its current timing, emergency preemption status, and traffic signal failure alerts.

2. *Specific coordination activities*. Marana will provide all of the following at no charge to Tucson or to other RTDN-participating agencies:

a. Permission to install RTDN communication and control equipment on Marana property. Tucson will provide Marana detailed specifications on the equipment's operating characteristics and mounting attachment for Marana's approval prior to installation. The RTDN equipment installed at Marana's properties will be maintained with funds from Grants, PAG or Marana.

b. Permission to connect the RTDN equipment to Marana's power source, both commercial and emergency back-up generator and/or battery.

c. Access to the RTDN equipment for emergency repairs in a timely manner (24/7) and reasonable access for routine repairs in compliance with Marana's requirements.

d. Access to the RTDN to transmit and receive data.

3. *Fees*. No fees will be charged to Marana or other RTDN-participating agencies.

4. *Liabilities.* All liabilities will lie with the facility/real estate property owner and with the contractor performing the work.

5. *Effective date; term; termination*. This IGA shall become effective upon filing a fully executed original with the office of the Recorder of Pima County, Arizona, and shall be of perpetual duration, subject to termination by either Party upon 90 days written notice of termination to the other Party.

6. *Miscellaneous.*

a. This IGA may not be modified except in a writing signed by the Parties.

b. This IGA 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 IGA or to obtain any remedy with respect to this IGA 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.

c. If either of the Parties fails to perform any of its obligations under this IGA or if a dispute arises concerning the meaning or interpretation of any provision of this IGA, 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 IGA, including, without limitation, court costs and reasonable attorneys' fees.

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

e. Upon execution by the Parties, this IGA shall be filed with the office of the Recorder of Pima County, Arizona.

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

CITY OF TUCSON	**TOWN OF MARANA**
Mayor Jonathan Rothschild	Mayor Ed Honea
Date:	Date:
ATTEST:	ATTEST:
Roger Randolph, City Clerk	Jocelyn C. Bronson, Town Clerk

ATTORNEY CERTIFICATION

The foregoing intergovernmental agreement between the City of Tucson and the Town of Marana has been reviewed on the date set forth below pursuant to A.R.S. § 11-952 by the undersigned attorneys, each of whom has determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona to the Party represented by the respective undersigned attorney.

Mike Rankin, City Attorney City of Tucson	Frank Cassidy, Town Attorney Town of Marana
Date:	Date:

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 8

To: Mayor and Council

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: January 20, 2015

Subject: Approval of January 6, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments: January 6, 2015 Council Meeting Minutes

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, January 6, 2015 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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:04 p.m. **Town Clerk Bronson** called roll. All Council Members were present.

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

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

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.

Sara Bauer, on behalf of Avra Valley Fire District, spoke regarding the opening of their fourth fire station at Red Rock and invited everyone to attend.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Council Member McGorray thanked everyone for their generous outpouring of love and support regarding the passing of her son. It was sincerely appreciated.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Davidson noted that the Council Executive Report will be available online.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

The Consent Agenda contains items requiring action by the Council which are generally routine items not requiring Council discussion. A single motion and affirmative vote will approve all items on the Consent Agenda, including any resolutions or ordinances. Prior to a motion to approve the Consent Agenda, any Council member may remove any item from the Consent Agenda and that item will be discussed and voted upon separately.

C1 Resolution No. 2015-001: Relating to Development; Accepting portions of Saguaro Peaks Boulevard and Hidden Saguaro Trail for maintenance (Keith Brann)

C2 Resolution No. 2015-002: Relating to Real Estate; approving and authorizing the Town Manager to execute a District Office Lease agreement between the Town of Marana and Representative Ann Kirkpatrick of the U.S. House of Representatives for the period of January 3, 2015 through January 2, 2017 (Jane Fairall)

C3 Resolution No. 2015-003: Relating to Public Works; Approving and authorizing the Mayor to execute an intergovernmental agreement with the State of Arizona acting by and through its Department of Transportation for painting ADOT bridges (Scott Leska)

C4 Resolution No. 2015-004: Relating to Technology Services; approving and authorizing the Mayor to execute a Beacon Hill Communications Site Lease Agreement with the Estate of Irene Welter and a Beacon Hill Communications Site Sublease Agreement with Simply Bits, LLC; and establishing an effective date (Jane Fairall)

C5 Approval of December 2, 2014 Regular Council Meeting Minutes and December 16, 2014 Study Session and Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2015.001: 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. **Mayor Honea** opened the public hearing. **Brian Varney** presented the staff report. **Linda Morales** from the Planning Center, representing the applicant, presented the proposal with additional information on the site plan and the conditions negotiated earlier in the day with the Coalition for Sonoran Desert Protection regarding habitat and wildlife corridors. Ms. Morales then introduced **Jim Tress**, president of Westland Resources, who was involved in the original HCP on the site. Mr. Tress spoke on behalf of the applicant. He gave a brief presentation to address concerns from previous hearings on the effects of the proposed development on wildlife corridors and visual resource impacts to the national park. He noted that the agreement reached with the Coalition today is very compatible with the existing corridor established within the Marana General Plan and open space areas that have been set aside. He then reviewed with Council some slides to provide that context with regard to the adjacent urban landscaped areas to the east and the less developed areas to the west. He addressed the effect of slope. The literature was reviewed with regard to mule deer and he found a number of studies completed at the U of A and at Picacho Peak and other areas that show that mule deer can very regularly use slopes up to 76 percent. The most mule deer found at this site was in the 25-50 percent slope.

He noted that the project has a bit of history. Westland Resources prepared the first habitat conservation plan when the pygmy owl was listed as an endangered species for this property. The first element of the plan was to provide for the continued operation of the guest ranch and the guest ranch facility. But as a contingency with the Fish and Wildlife Service a large lot option to allow for residential development compatible with the pygmy owl if the guest ranch no longer proved viable. One of the things in this plan is that the clearing envelopes approved by the Fish and Wildlife Service went right up to the boundaries like the HCP. In response to public concerns about that, the plan was revised to show what is in the specific plan. He then indicated the 300-foot boundary and the 150-foot setback worked out with the Coalition today. It has substantially pulled property away from the wildlife corridor that was established in the General Plan to the benefit of the corridor. He concluded that on this issue the project is very compatible as it has been developed with the Coalition and the developer.

Another concern expressed was visual impact to the national park. Mr. Tress then showed representations of every spot within the field of view that can be seen from trails within the project, regardless of whether it's seen one time or 100 times. These are highlighted in yellow. He then proceeded with an analysis of the sensitivity or how much of the site will be seen by putting approximately 700 points along the trails which are set six feet above the ground surface within the proposed development plan. Because of the 20-foot height limit, he put a 30-foot elevation within the center of each of the lots, evaluated all the pixels within the field of view as to how many points on the trail system can view that particular pixel. From that you can see that the sensitivity from the trails is much less than from the adjacent urban development. This is all driven by terrain coming into or leaving the park. This is not unexpected or surprising to the hiker on the front side of a range to see more existing development that you would walking toward the park. Most of the trail system here has no view of the development.

There were no questions from Council. **Mayor Honea** then called upon those individuals who had presented speaker cards. **Donald Heller** indicated his continued opposition to the zoning change. **Darla Sidles**, Superintendent of Saguaro National Park, noted that the Park is less than one-half mile from the proposed development. She made several references to the town's General Plan goals and actions to conserve habitat and specifically the Park and a partnership between the town and the Park to establish lower density levels within one mile of the Park. She stated that the Park has stated their opposition to this development numerous times with little consideration given to their concerns. She also referred to a request made to Council prior to the holidays to be more involved in the project and for reconsideration of the current proposal for more time to work with all of the stakeholders to develop a viable proposal. No response was given by any Council Member. **Robert Newtson**, Executive Director of the nonprofit Friends of Saguaro National Park. He spoke on behalf of the 2300 members and donors to defer action on the proposal and requested that the developers sit down with the National Park Service to address

some of the Park's concerns. His members joined with the Park representatives in expressing their concerns when the project was before the Planning Commission in August. **Robert Ferreira**, a Tucson area resident since 1958 and from 1978 to 2004, he was a close neighbor to Lazy K Bar Ranch. He spoke on behalf of 11 property owners and others in close proximity to Lazy K. The strong majority of the neighborhood in which Lazy K is positioned is made up of scenic and protected natural open space and custom homes on 3.3 acre lots or larger. These property owners are not against the development of Lazy K, but it is the amount of homes as designated by the specific plan that these neighbors are opposed to. They believe a lower density would be more in harmony and compliance with the existing neighborhood. **Pat Lopez** stated that he appreciated the efforts of the Coalition and the efforts of Mattamy Homes and the Planning Center to address concerns of those in opposition to the project. Those people that he represents reluctantly support the compromise that has been worked out by the Coalition, but who remain seriously concerns about what this portends for the future. On his own behalf he asked Council to keep in mind that they are the caretakers for the future of the community, not just Marana. **Hardy Smith**, a property owner east of the development, believes this will be a quality development when it's done. The problem for him is the density in relationship to the rest of the neighborhood. Most properties are 3.3 acres and open space. He echoed the remarks of Mr. Lopez and Ms. Sidles. **Ken Scoville** noted that he has been involved is historic preservation issues in the Tucson area for 30 years. He focused first on the buildings on the property. He strongly advocated for the stone building, the original building on the site, to be preserved. If there is any way to save the three casitas, that would be his preference, but at least save one. He believes that both the stone building and the casitas will be a good sales amenity as well as an historical amenity. He is also concerned about building and growth while respecting the environment. This has been an issue is the area for 60 years. His last comment concerned representative government. **Barbara Rose** asked Council to consider the additional concerns expressed about the proposal. She thanked the town and Mattamy Homes for working with the residents, but she believes more can be done. She referenced her prior work with the town and Lazy K Bar regarding watershed. She also asked Council to consider the long-term consequences of the proposed project and to act on the wise planning of previous years. She also disputed the project as a "minor amendment" to the specific plan but rather saw it as a major change. She also provided some sections of the HCP for review that directly pertain to the wildlife linkage that Lazy K Bar is located in. She concluded by saying that while it might seem they are on the opposite sides with the town, she believes everyone wants the same thing for the community – clean air, clean water, clean soil, good work, and good education for all. **Carolyn Campbell,** representing the Coalition for Sonoran Desert Protection, spoke in reference to her many previous conversations with the Council and town staff. The mission of the Coalition is to work piece by piece to protect open space and the environment. She thanked Mattamy Homes for the many meetings they attended with her and for agreeing to the 10 additional conditions that are before Council. She also thanked Linda Morales from the Planning Center for her hard work to incorporate the conditions which have to do with the connectivity from the protected parks and

to save and salvage some of the old growth Ironwood forest and saguaros on the north side. This is significantly better than what they've been looking at. If the revised site plan and those 10 conditions are adopted by Council, she is able to support the project. She concluded by saying that she hopes this parcel and its development can be looked at as a transition from the more urban areas of Marana to Saguaro National Park and the White Stallion and other open spaces toward less development. She further asked that the home builders and the owners talk with Saguaro National Park and their concerns.

Mayor Honea closed the public hearing. **Council Member Ziegler** commented that she and the Council appreciated Carolyn's input over the years. Marana has taken a lot of her research and comments to heart. She also acknowledged the role of the Planning Center in getting the project to this point. Relative to bringing in the National Park for input on the project she hopes the Park Service will be involved in future projects should there be any that impact the Park. She apologized on behalf of the town for any perceived slight; it was not intentional. She thanked everyone for coming together in a mutual discussion. It isn't easy for the Council either. There were no further comments from the Council. ***Upon motion by Council Member Ziegler to adopt Ordinance No. 2015.001 as presented by staff subject to the ten conditions mentioned in Linda Morales' presentation. Second by Vice Mayor Post.*** **Mayor Honea** noted that this item requires a supermajority vote. Town Clerk Bronson polled the Council. ***Council Members Bowen, Ziegler, Kai and Vice Mayor Post and Mayor Honea voted in favor. Council Members Comerford and McGorray voted against. Motion failed 5-2.***

A2 Resolution No. 2015-005: Relating to Strategic Planning; approving and authorizing the implementation of Marana Strategic Plan III. **Gilbert Davidson** said that he had made line by line modifications based on the input when he last presented the plan to Council. Before Council is a markup of what the final copy will look like. With Council's consideration and approval tonight, staff will begin to publish the document. It will be on the town's website. Hard copies will be available for distribution. **Council Member Ziegler** asked if the document included the comments from Council. **Mr. Davidson** said that it did, especially the comment about including the veteran component. Some of the other comments were general in terms of follow-up with certain things. Mayor Honea said that the staff did a phenomenal job putting this strategic plan together. It's something to be proud of; it's how we live our life. ***Vice Mayor Post moved to approve Resolution No. 2015-005, second by Council Member Ziegler. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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. **Mr. Davidson** stated that there is nothing yet, but staff will give periodic updates as bills begin moving through the system. Marana will be

working with the League of Arizona Cities and Towns, who will be monitoring any impacts to municipal government. We will be paying attention to the state budget and declarations made by incoming members of the legislature and the governor as to how they will be making up budget deficits through various revenue streams that could affect municipal operations.

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.

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).

Council Member Ziegler if the landscaping project at Sandario and Marana Roads was complete and would a debriefing on that be appropriate. Mr. Davidson responded that not everything is complete due to some of the work that had to be done at McDonald's. There are some minor modifications that still need to be made. Curbing was added to restrict vehicles from being driven onto the landscaping. Overall, it's made a bold statement coming off that exit ramp with the new monument, fencing, and landscaping. We've gotten a lot of positive comments, and we'll continue to maintain that. If there are ways to expand and improve the overall entrance into the north part of Marana, we'll do that. There was a Council authorization to spend $200K. As part of upcoming budget discussions, we can talk about adding more landscaping to this area and others as well as maintenance costs for next year.

ADJOURNMENT. ***Motion to adjourn at 8:09 p.m. by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on January 6, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item L 1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: January 20, 2015

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Person Transfer and a Location Transfer of a Series 7 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Holiday Inn Express located at 8373 N. Cracker Barrel Road, Tucson, Arizona 85743 (Jocelyn C. Bronson)

Discussion:

This application is for a Person Transfer and a Location Transfer of a Series 7 Beer and Wine Bar liquor license to the Holiday Inn Express located at 8373 N. Cracker Barrel Road, Tucson, Arizona 85743.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of the application for a Person Transfer and a Location Transfer of a Series 7 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Holiday Inn Express, located at 8373 N. Cracker Barrel Road, Tucson, Arizona 85743.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of the application for a Person Transfer and a Location Transfer of a Series 7 Beer and Wine Bar liquor license submitted by Jared Michael Repinski on behalf of Holiday Inn Express located at 8373 N. Cracker Barrel Road, Tucson, Arizona 85743.

Attachments:
Redacted LL Application
DLLC Descriptions of Common Types of Liquor Licenses
Local Governing Body Recommendation
Affidavit of Posting

'14 DEC 16 Liq. Lic. PM 2:00

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

COPY

RECEIVED
DEC 19 2014
Town of Marana
Clerk's Office

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
- ☐ INTERIM PERMIT *Complete Section 5*
- ☐ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- ☒ PERSON TRANSFER (Bars & Liquor Stores ONLY) *Complete Sections 2, 3, 4, 11, 13, 15, 16*
- ☒ LOCATION TRANSFER (Bars and Liquor Stores ONLY) *Complete Sections 2, 3, 4, 12, 13, 15, 16*
- ☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE *Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)
- ☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
- ☐ INDIVIDUAL *Complete Section 6*
- ☐ PARTNERSHIP *Complete Section 6*
- ☒ CORPORATION *Complete Section 7*
- ☐ LIMITED LIABILITY CO. *Complete Section 7*
- ☐ CLUB *Complete Section 8*
- ☐ GOVERNMENT *Complete Section 10*
- ☐ TRUST *Complete Section 6*
- ☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s): 07100246

1. Type of License(s): 07 Beer & Wine Bar

2. Total fees attached: Department Use Only $ 266.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

$10 6/2021

1. Owner/Agent's Name: ☒ Mr. ☐ Ms. Repinski (Last) Jared (First) Michael (Middle)
(Insert one name ONLY to appear on license)

2. Corp./Partnership/L.L.C.: MRHP Marana Inc. B10536161
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Holiday Inn Express B10536162
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 8373 N. Cracker Barrel Rd. (Do not use PO Box Number) Tucson (City) Pima (County) 85743 (Zip)

5. Business Phone: 520 742-4777 Daytime Phone: 480 664-0389 Email: jrepinski22@yahoo.com

6. Is the business located within the incorporated limits of the above city or town? ☐YES ☒NO

7. Mailing Address: P.O. Box 6252 Chandler (City) AZ (State) 85246 (Zip)

8. Price paid for license only bar, beer and wine, or liquor store: Type _____ $_____ Type _____ $_____

DEPARTMENT USE ONLY

Fees: 200.00 Application ____ Interim Permit ____ Site Inspection 100.00 Finger Prints $ 300.00 TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: SG Date: 12/16/14 Lic. # 07100246

1/7/2013

***Disabled individuals requiring special accommodation, please call (602) 542-9027.**

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.

2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.

3. Enter the license number currently at the location._____

4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use?_____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X_____
(Signature)

My commission expires on: _____

State of _____ County of_____

The foregoing instrument was acknowledged before me this

_____day of _____, _____
Day Month Year

_____
(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
☐ ☐						
☐ ☐						
☐ ☐						
☐ ☐						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

☒ CORPORATION ***Complete questions 1, 2, 3, 5, 6, 7, and 8.***

☐ L.L.C. ***Complete 1, 2, 4, 5, 6, 7, and 8.***

1. Name of Corporation/L.L.C.: MRHP Marana Inc
   (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 7-28-1999 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 0883068-0 Date authorized to do business in AZ: 7-28-1999
4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____
5. Is Corp./L.L.C. Non-profit? ☐ YES ☒NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Patel	Ramesh BHAI	JIVIDAS	President DIRECTOR	10891 N. Canada Hill Ct.	Oro Valley AZ. 85737
Patel	Narmada	Ramesh	Secretary	10891 N. Canada Hill Ct.	Oro Valley AZ. 85737

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Patel	Ramesh BHAI	JIVIDAS	100	10891 N. Canada Hill Ct.	Oro Valley AZ. 85737

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND $22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
   (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☐ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 **Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: _____ (Exactly as it appears on license) Last First Middle

2. Assignee's Name: _____ Last First Middle

3. License Type: _____ License Number: _____ Date of Last Renewal: _____

4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 **Government: (for cities, towns, or counties only)**

1. Governmental Entity: _____

2. Person/designee: _____ Last First Middle _____ Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 **Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: ZHOU ZI-YU N/A Entity: OWNER
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)

2. Corporation/L.L.C. Name: N/A
(Exactly as it appears on license)

3. Current Business Name: BAMBOO VILLAGE
(Exactly as it appears on license)

4. Physical Street Location of Business: Street 1810 N. 2nd AVE.
City, State, Zip AJO, AZ 85321

5. License Type: #7-BEER & WINE License Number: 07100246

6. If more than one license to be transfered: License Type: N/A License Number: N/A

7. Current Mailing Address: (Other than business) Street 668 EAST MARY LANE
City, State, Zip GILBERT, AZ 85295

8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☒ YES ☐ NO

9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, ZI-YU ZHOU (print full name), hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, ZI-YU ZHOU (print full name), declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

_____ (Signature of CURRENT LICENSEE)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 16 day of January Month 2015 Year

OFFICIAL SEAL
AMY BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2016

My commission expires on: 7/30/2016

_____ (Signature of NOTARY PUBLIC)

'14 DEC 15 Liq. Lic. Pg 2 00

Bill of Sale

IN CONSIDERATION OF THE SUM OF:

*** **Eleven Thousand Seven Hundred Fifty Dollars And No Cents** ***lawful currency of the United States of America, and other valuable consideration, receipt of which is hereby acknowledged, the SELLER:

Zi-Yu Zhou

hereby grants, bargains, sells and transfers unto the BUYER:

MRHP Marana, Inc., an Arizona Corporation

and his, her or their heirs, personal representatives, or assigns, to have and to hold forever, the following described personal property, goods or chattels:

That certain State of Arizona Liquor License **#07100246**

FURTHERMORE, Seller warrants that he, she or they are the lawful owner of said goods and hereby certifies, under oath, that he, she or they have good right to sell the same as aforesaid, and that the above described property is free and clear of all claims, liens and other encumbrances whatsoever, EXCEPT, as specified herein. Seller further agrees to warrant and defend same against the lawful claims and demands of all persons whomsoever.

DATED: **December 15, 2014**

Zi-Yu Zhou

State of **ARIZONA** }ss:
County of **Maricopa**

On December 15, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Zi-Yu Zhou, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary Public

OFFICIAL SEAL
AMY BOEHNKE
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires July 30, 2016

Escrow No.: **00143914**

BILSCASH

State of Arizona

Department of Liquor Licenses and Control

Alcoholic Beverage License

BWBAR

License 07100246

Issue Date: 8/13/1996

Expiration Date: 9/30/2015

Beer & Wine Bar

Issued To:
ZI-YU ZHOU, Owner

Location:
BAMBOO VILLAGE
1810 N 2ND AVE
AJO, AZ 85321

Mailing Address:
ZI-YU ZHOU
BAMBOO VILLAGE
1810 N 2ND AVE
AJO, AZ 85321

INACTIV

EXP 9/30/2015

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

14 DEC 15 Liq. Lic. PM 2:00

1. Current Business: (Exactly as it appears on license) Name Bamboo Village
   Address 1810 N. 2nd Ave. Ajo, AZ. 85321
2. New Business: (Physical Street Location) Name Holiday Inn Express
   Address 8373 N. Cracker Barrel Rd. Marana, AZ. 85743
3. License Type: 07 Beer & Wine License Number: 07100246
4. If more than one license to be transferred: License Type:_____ License Number: _____
5. What date do you plan to move? Currently Operating What date do you plan to open? Currently Open

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizonal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)
b) Hotel/motel license (§ 4-205.01)
c) Government license (§ 4-205.03)
d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 7000 ft. Name of school Coyote Trail Elementary
   Address 8000 N. Silverbell Rd. Marana, AZ. 85743
   City, State, Zip
2. Distance to nearest church: 6000 ft. Name of church Desert Son Comunity Church
   Address 5250 W. Cortoro Farms Rd. Marana, AZ. 85742
   City, State, Zip
3. I am the: ☐ Lessee ☐ Sublessee ☐ Owner ☒ Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
   Address _____
   City, State, Zip

4a. Monthly rental/lease rate $_____ What is the remaining length of the lease ___ yrs. ____mos.

4b. What is the penalty if the lease is not fulfilled? $_____ or other _____
(give details - attach additional sheet if necessary)

5. What is the total **business** indebtedness for this license/location excluding the lease? $ 1.9 Million
   Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Wells Fargo			1.9 Million	10585 N. Oracle Rd.	Oro Valley, AZ. 85737	

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Hotel

SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO

9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:

License #_____(exactly as it appears on license) Name _____

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☐ NO
If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

_____
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

_____
applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check **ALL** boxes that apply to your business:

☒ Entrances/Exits ☒ Liquor storage areas Patio: ☒ Contiguous
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows,or increase or decrease to the square footage after submitting this initial drawing.

_____
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

DIAGRAM ATTACHED

RECEIVED SEP 15 2014

SECTION 16 Signature Block

I, Jared Michael Repinski (print full name of applicant), hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X _____
(signature of applicant listed in Section 4, Question 1)

State of Arizona County of Maricopa

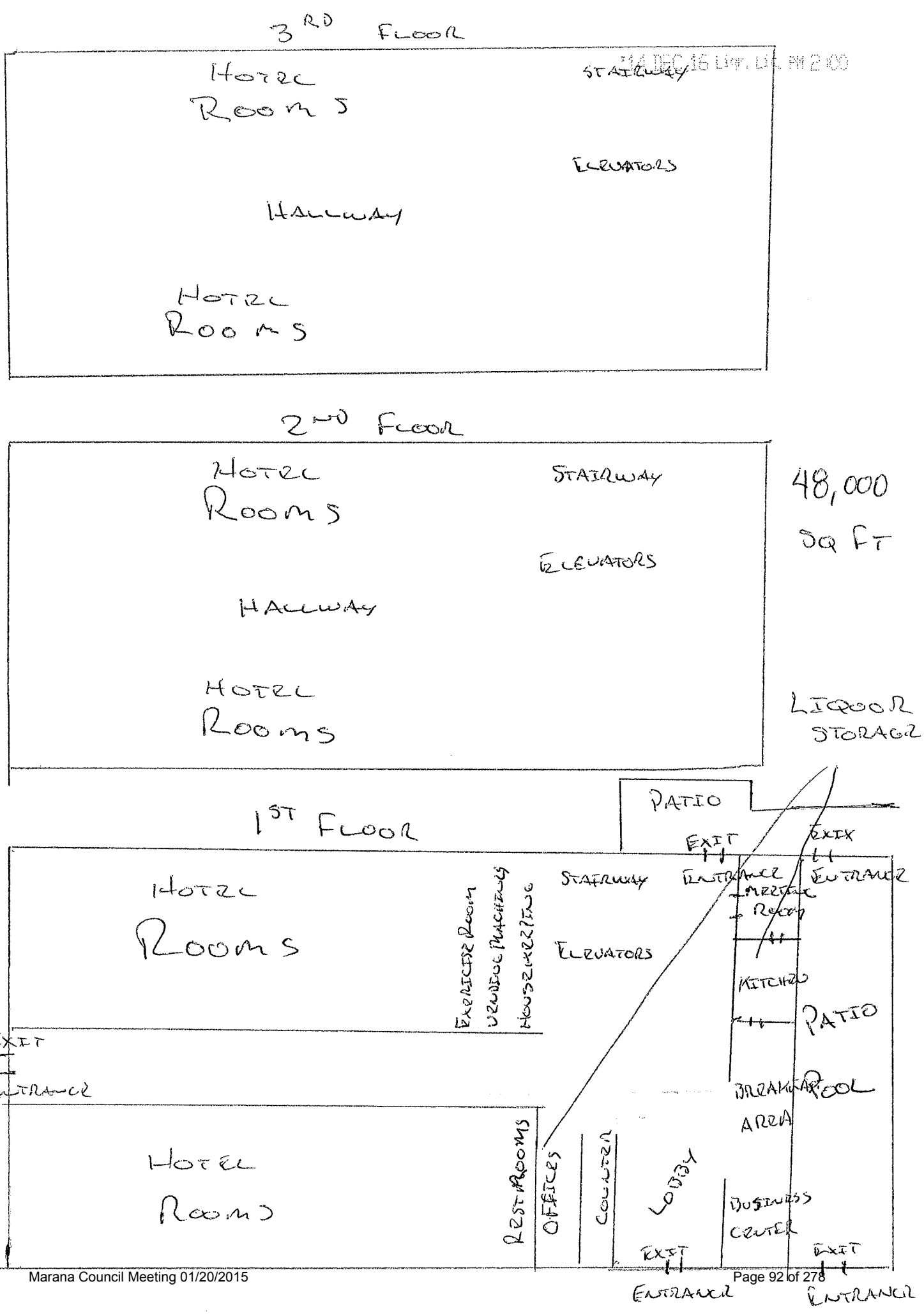
The foregoing instrument was acknowledged before me this

11th of December 2014
Day Month Year

Selena Marie Gonzales
signature of NOTARY PUBLIC

OFFICIAL SEAL
SELENA MARIE GONZALES
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires February 12, 2016

My commission expires on : 12-2-16
Day Month Year


3RD FLOOR
HOTEL ROOMS
STAIRWAY
ELEVATORS
HALLWAY
HOTEL ROOMS
2ND FLOOR
HOTEL ROOMS
STAIRWAY
ELEVATORS
HALLWAY
HOTEL ROOMS
48,000 SQ FT
LIQUOR STORAGE
1ST FLOOR
PATIO
EXIT
ENTRANCE
HOTEL ROOMS
EXERCISE ROOM
VENDING MACHINES
HOUSEKEEPING
STAIRWAY
ELEVATORS
EXIT
ENTRANCE
EXIT
ENTRANCE
MARRIAGE ROOM
KITCHEN
PATIO
BREAKFAST AREA
POOL
EXIT
ENTRANCE
HOTEL ROOMS
RESTROOMS
OFFICES
COUNTER
LOBBY
BUSINESS CENTER
EXIT
ENTRANCE
EXIT
ENTRANCE

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Print Form

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF Marana STATE APPLICATION # 07100246

COUNTY OF Pima, ARIZONA. CITY/TOWN/COUNTY # Marana

ORDER # LL2014-10.

At a Regular (Regular or Special) meeting of the Marana Town Council (Governing Body) of the City/Town/County of Marana held on the 20th (Day) day of January (Month), 2015 (Year) the application of Jared Michael Repinski for a license to sell spirituous liquors at the premises described in Application # 07100246, License Class Series 7 was considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Jared Michael Repinski

is hereby recommended for _____ (approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

_____ CITY/TOWN/COUNTY CLERK

DATED AT Marana, Arizona

This 20th (Day) day of January (Month). 2015 (Year)

* Disabled individuals requiring special accommodations please call the Department

lic 1007 05/2009

Print Form

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: December 23, 2014 Date of Posting Removal: 1/12/2015

Applicant Name: Repinski (Last) Jared (First) Michael (Middle)

Business Address: 8373 N. Cracker Barrel Road (Street) Tucson (City) 85743 (Zip)

License #: 07100246

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

ELTON E BURNS JR | Housing Spec | 520 990 2496
Print Name of City/County Official | Title | Telephone #

Elton E Burns JR | 1-12-2015
Signature | Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

Lic0119 4/2009

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 1

To: Mayor and Council

From: Steven Cheslak, Planner II

Date: January 20, 2015

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Implementation of this proposed rezoning will help promote development in the Dove Mountain Activity Center as called for in Initiative 6 within the Commerce Focus Area.

Subject: PUBLIC HEARING: Ordinance No. 2015.002: Relating to Development; approving a rezoning of approximately 3.2 acres of land located on the southeast corner of the Twin Peaks Road and Tangerine Road intersection from “C” (Large Lot Zone) to “NC” (Neighborhood Commercial) (Steve Cheslak)

Discussion:

Summary of Application
TRP Twin Peaks LLC is requesting approval to rezone approximately 3.2 acres of land from "C" (Large Lot Zone) to "NC" (Neighborhood Commercial). The property is located on the southeast corner of the Twin Peaks Road and Tangerine Road intersection.

Rezoning Request
The rezoning area is comprised of one lot encompassing approximately 3.2 acres. The parcel was annexed into the Town on July 17, 1990 via Ordinance 1990.26. During the annexation, the zoning was translated from Pima County SR (Suburban Ranch) to the equivalent Town of Marana zoning "C" (Large Lot Zone). In this rezoning application, the applicant is proposing to rezone the lot from "C" to "NC" (Neighborhood Commercial). The "NC" zoning district is intended to accommodate business and commercial uses that serve the neighboring residential areas.

Marana General Plan
The Marana 2010 General Plan designates the land within the proposed rezoning area as "C" Commercial, which accommodates commercial development that serves the residential development with both pedestrian connectivity and automobile access. Other appropriate uses

serving the community under this designation may include schools, parks, recreational areas, and religious institutions.

Land Use

The single lot within the proposed rezoning area is currently vacant and undisturbed land. There are no adverse conditions unique to the rezoning area that would preclude commercial development. Topographic grades range from 0.5 to 3 percent and the area is not affected by a FEMA Special Flood Hazard Area or localized off-site watershed. A preliminary drainage study has been completed to assess the current conditions and provide a basic understanding of the on-site and off-site drainage conditions. Future commercial development of these lots will require a detailed drainage report that will also assess proposed conditions and provide the final drainage solution. Post-development drainage conditions will not result in any negative impacts to the surrounding properties.

Should the rezoning request be approved, all future commercial development proposed for the rezoning area will be subject to all applicable plan review and approval procedures through the Town of Marana including, but not limited to, development plan, landscape plan, native plant permit, and all associated improvement plans and construction documents. All proposed commercial development will meet or exceed the Town's Commercial Design Standards in order to ensure high quality and attractive development.

The Neighborhood Commercial zoning district allows such land uses as medical, dental, and veterinary clinics, food stores, office buildings, restaurants, and similar uses. Commercial land uses are subject to minimum site size of one (1) acre and maximum lot coverage by structures is limited to thirty-five (35) percent. A special buffer area of a minimum of twenty-five (25) feet is required adjacent to all residential uses. Building heights are limited to thirty (30) feet.

The adjacent properties to the east, west and south also have the "C" zoning designation. There is currently a residence directly to the east and vacant parcels to the south. The land to the west, across Twin Peaks Road, is part of a large tract of undeveloped land owned by the State of Arizona. To the north, across Tangerine Road, the property is zoned F - Dove Mountain Specific Plan. There has been significant residential and commercial growth within the Dove Mountain development and nearby Dove Mountain Commercial Center.

Access and Circulation

Access to the site is possible off of Twin Peaks Road and Hollywood Boulevard with limited access on to Tangerine Road. A more detailed access and circulation study associated with this project, both off-site and on-site, will be reviewed during the development plan and improvement plan review processes. Any roadway or traffic control improvements required by the findings of a Town-accepted traffic study shall be designed and constructed by the owner/developer.

As a condition of this rezoning, the owner of the property shall be dedicating seventy-five (75) feet of land along the northerly border of the Rezoning Area for additional right of way on Tangerine Road and fifteen (15) feet of land along a portion of the southerly property line that will complete the full sixty (60) foot half width of right of way on Hollywood Boulevard.

Infrastructure

The rezoning area is currently in the service areas of all utilities. Sewer service is available from

Pima County's regional public sewer system via an existing sewer line in the Tangerine Road right-of-way. Marana Municipal Water is the intended service provider, however, Tucson Water currently provides water in the general area and may provide water to the site under a service agreement with all parties. TRICO Electric and Southwest Gas service areas also cover the general vicinity.

Citizen Participation

The applicant and Planning Department Staff have discussed the rezoning application with the surrounding neighbors and there has been no objection to the project.

Public Notification

The public hearing for this request was properly advertised and all property owners within 300 feet of the subject property were notified by mail of the proposed use and date of the public hearing. As of the date of this report, staff has not received any correspondence in support of or in opposition to the proposed rezoning.

Recommended Findings of Fact

1. The site is currently zoned "C" (Large Lot Zone). The proposed change in zoning from "C" to "NC" (Neighborhood Commercial) is consistent with the purpose and intent of the Town of Marana General Plan.
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 potentially detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

CASE ANALYSIS

Review Criteria

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.

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 is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan.

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 Town of Marana General Plan Commercial land use designation.

Compatible with the surrounding area, harmonious with 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 County: Based on the requirements and conditions, this proposal does not appear to be detrimental to the immediate area and to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Conditions of Rezoning

The conditions of rezoning presented with the proposed draft ordinance are modified and re-worded from the conditions presented to the Commission on December 17. Over the holidays, the Town's Legal Department and Planning Department worked together to create a standard rezoning ordinance template, to simplify and standardize the ordinance and rezoning condition language. Included with the backup materials is an explanation and redline/strikeout comparison of the revisions to the conditions of rezoning. Except for the addition of the standard desert tortoise study provision, which was omitted from the list of conditions taken to the Commission, the revisions do not substantively change the conditions as recommended by the Planning Commission.

Staff Recommendation:

Planning Commission

The Marana Planning Commission held a public hearing on this rezoning on December 17, 2014, and voted 6-0 (Jakab absent) to recommend that the Town Council approve PCZ1410-002 Twin Peaks & Tangerine Rezoning with the following additional condition: Development plans for the Rezoning Area shall require approval of the Planning Commission at a public hearing. This condition has been added to the proposed ordinance as condition 18.

Staff recommends approval subject to the conditions of Ordinance No. 2015.002, including the condition added by the Commission.

Suggested Motion:

I move to adopt Ordinance No. 2015.002, approving the rezoning PCZ1410-002 Twin Peaks & Tangerine Rezoning, subject to the recommended conditions set forth in the ordinance.

Attachments:
Ordinance 2015.002
Exhibit A
PCZ1410-002 Twin Peaks & Tangerine Rezoning
Location Map
Application
Zoning conditions revisions

MARANA ORDINANCE NO. 2015.002

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 3.2 ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF THE TWIN PEAKS ROAD AND TANGERINE ROAD INTERSECTION FROM "C" (LARGE LOT ZONE) TO "NC" (NEIGHBORHOOD COMMERCIAL)

WHEREAS TRP Twin Peaks LLC (collectively the "Property Owners") own 3.2 acres of land located in Section 1, 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 submitted an application to rezone the Rezoning Area from "C" Large Lot Zone to "NC" Neighborhood Commercial ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on this Rezoning on December 17, 2014, and voted 6 to 0 with one Commissioner absent to recommend that the Town Council approve this Rezoning, subject to the conditions recommended by staff and adding new condition 18 below; and

WHEREAS the Marana Town Council held a public hearing on this Rezoning on January 20, 2015 and determined that the requested Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from "C" Large Lot Zone to "NC" Neighborhood Commercial.

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

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
3. A detailed traffic impact analysis must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area. The exact location and operations of any proposed driveways for the

development of the Rezoning Area will require the approval of the Town Engineer based on the findings of the traffic impact analysis.

4. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the water provider prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.

5. A master sewer plan must be submitted by the Property Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.

7. No approval, permit or authorization by the Town of Marana authorizes violation of any federal or state law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate federal and state agencies to determine any action necessary to assure compliance with applicable laws and regulations.

8. 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.

9. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

10. 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.

11. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.
12. The Property Owners shall dedicate an additional 75 feet of land along the northerly property line of the Rezoning Area to the Town of Marana.
13. The Property Owners shall dedicate an additional 15 feet of land along a portion of the southerly property line of the Rezoning Area to the Town of Marana that will complete the full 60 foot half width of right of way for Hollywood Boulevard.
14. A cultural resources survey must be completed and submitted to the Town for review and approval prior to any site disturbance
15. Town staff is authorized to require minor grammatical and illustrative changes to the Rezoning Site Analysis document.
16. Before recordation of a final plat or the approval of a development plan, the Property Owners shall have completed or shall provide evidence to the Town's satisfaction that the Property Owners have made a diligent effort to complete the process of having the Rezoning Area annexed into a fire district or have otherwise provided for fire protection service to the Rezoning Area.
17. No residential uses shall be allowed in the Rezoning Area.
18. Development plans for the Rezoning Area shall require approval of the Planning Commission at a public hearing.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

_____
Mayor Ed Honea

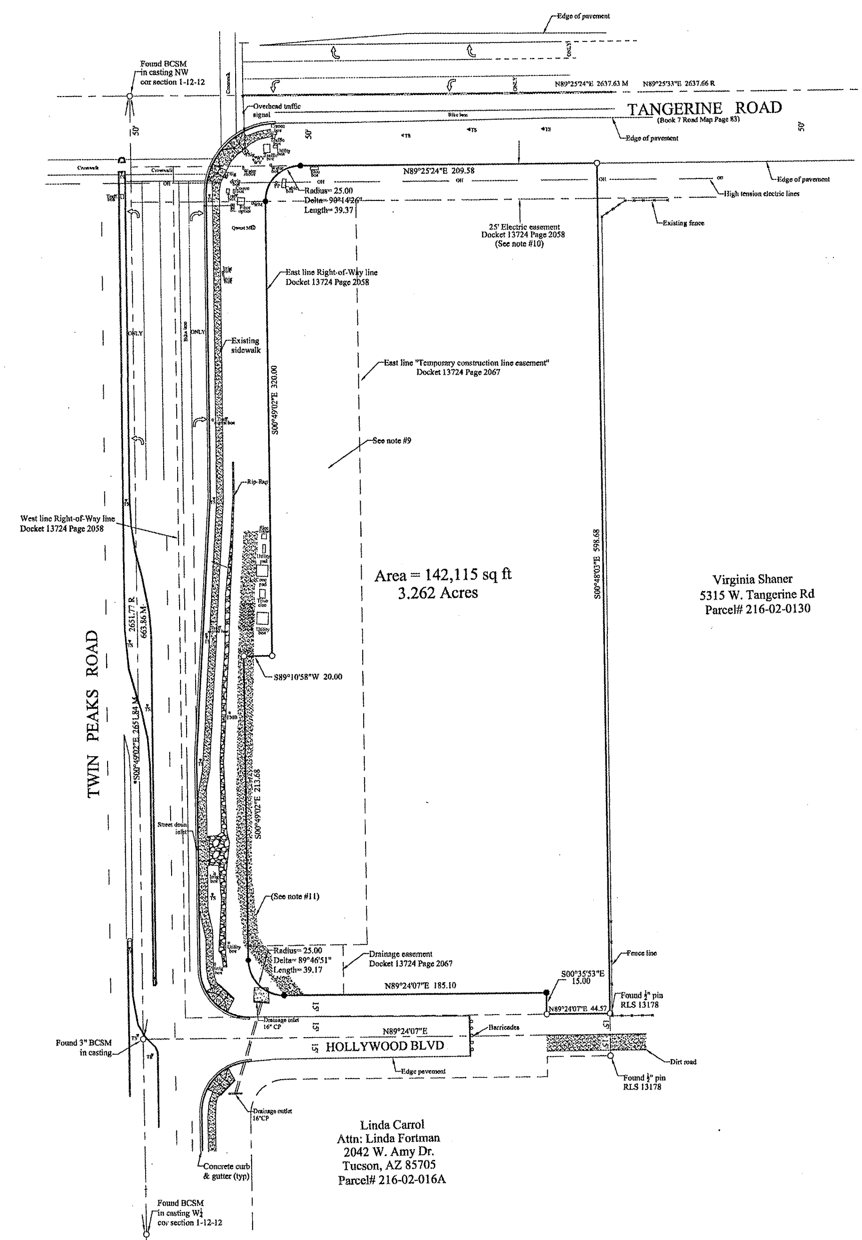
ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Exhibit A



GENERAL NOTES
1. Indicates set ½" steel pin mkd RLS 25405, unless noted.
2. Indicates found ½" steel pin mkd RLS 25071 unless noted.
3. M - Measured
4. R - Map or Deed Record
5. C - Calculated
6. * Basis of Bearings South 00°49'02" East, West line of the Northwest Quarter of Section 1, Township 12 South, Range 12 East, G.S.R.B. & M., Pima County, Arizona per legal description as shown in title report by Fidelity National Title Insurance Co. Order No.50001312-050-BAS dated June 5, 2013.
7. This survey is based on title report provided by Fidelity National Title Company Order No. 50001312-050-BAS dated June 5, 2013.
8. There are underground utilities on this property before digging call Blue Stake for location.
9. This temporary construction easement recorded in Docket 13706 at Page 3355 has been terminated as noted in "Agreement" under Term.
10. Docket 6612 at Page 882 was not mentioned in the title report. This easement is shown on a Record of Survey that is recorded in Seq#20111470013-20 page 349 0f 352 of Dove Mountain Blvd Extension project # 2001-52.
11. This dirt road appears to be used only by utility companies to maintain the utility boxes show on this survey.
12. There is an irrigation system along the west property line.
13. It appears tha the nearest sewer to subject property is north of Tangerine road.

SCHEDULE B ITEMS Section II PER TITLE REPORT
3. Book 202 of Deeds Page 295 unlegible.
5. Drainage Easement and Restrictive Covenant Docket 13706 Page 3330 recorded December 16, 2009 and re-recorded in Docket 13724, Page 2067 January 13, 2010.
6. Temporary Construction Easement Docket 13706 Page 3355 recorded December 16, 2009 re-recorded January 13, 2010 in Docket 13724, Page 2097.

REFERENCE MAPS
1. Assessors parcel map
2. Road Map Book 7 Page 83
3. Right of Way Plan for Dove Mountain Blvd Extension Project No. 2001-52 Page Roadway Plan Tangerine Road Project No.2005-061 Page 349 of 352.
4. Record of Survey SEQ No.20111470013
5. Right of Way Plan for Dove Mountain Blvd Extension Project No. 2001-52 Page 348 of 352.
6. Record of Survey Book 5 Page 3 dated October 21 1986

CURRENT PROPERTY INFORMATION
Owners: GLP KANSAS CITY LLC
PO Box 414740
Kansas City, MO 64141-4740
Docket 10593 Page 1428
Parcel No. 216-02-015A
Zoning: Large Cat C
Acreage: 3.262 acres
Area: 142,115 square feet

LEGEND

EMB -	Electric meter box
FH -	Fire hydrant
HC -	Handicapped parking
IMB -	Irrigation meter box
IV -	Irrigation valve
LP -	Light pole
MH-	Manhole
OH -	Overhead utility lines
PP -	Power pole
S -	Sewer line
SP -	Service pole
SL-	Street light
Traff-	Traffic
TS -	Traffic sign
T Sig-	Traffic Signal
WM -	Water meter
WV -	Water valve

RESULTS OF ALTA/ACSM SURVEY (URBAN)
Of the West Half of the Northwest Quarter of Lot 4 in Section 1, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT the West 30 feet tereof; and

EXCEPT the South 30 feet thereof; and also

EXCEPT any portion lying within Tangerine Road as shown on Road Map recorded in Book 7 of Road Maps at Page 83; and also

Except any portion conveyed to the Town of Marana by Deed recorded December 16, 2009 in Docket 13706, Page 3323 re-recorded January 13, 2010 in Docket 13724, Page 2058, records of Pima County, Arizona.

CERTIFICATION
To: TRP Dental II, P.L.L.C., an Arizona professional limited liability company, GLP KANSAS CITY, LLC, an Arizona, limited liability company and Fidelity National Title Agency.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes items 1,2,6 through 11, 16, 19, and 20 of Table A thereof. The field work was completed on July 19, 2013.

Date: 7-19-13

signed [signature] seal [seal]

Registration No. 25405

DATE:	REVISIONS	
Everett Trueblood Land Surveying 6884 West Hermitage Place Tucson, AZ 85743 (520) 888-2549		
Drawn By: SAT	Checked By: EMT	Date: July 19, 2013
Job No. 13-74	Scale: 1" = 40'	Sheet 1 of 1

SITE ANALYSIS REPORT

Project:	**Twin Peaks and Tangerine Rezoning**
Case Number:	**PCZ1440-002**
Revision Date:	**December 2, 2014**
Property:	**3.262 Acres, Assessor Parcel ID 216-02-015A**
Location:	**Southeast corner of Twin Peaks and Tangerine**
Type of Request:	**Rezone from "C" Large Lot to Neighborhood Commercial**
Applicant:	**TRP Twin Peaks, LLC**

Prepared By:

Del Post, Esq.
Datsopoulos, MacDonald & Lind, P.C.
Central Square Building
201 W. Main St., Suite 201
Missoula, Montana 59802
(520) 850-0508

with assistance from:
Ricardo Aguirre, P.C.
Coe & Van Loo Consultants
4550 N. 12th Street
Phoenix, Arizona 85014
(602) 285-4788

TABLE OF CONTENTS

REZONE IMPACT NARRATIVE Page 1

PART I - SITE INVENTORY AND ANALYSIS

I-A	Existing Land Uses	Page 2
I-B	Topography	Page 10
I-C	Hydrology	Page 12
I-D	Vegetation	Page 14
I-E	Wildlife	Page 16
I-F	Viewsheds	Page 25
I-G	Traffic	Page 25
I-H	Recreation and Trails	Page 26
I-I	Cultural / Archeological / Historic Resources	Page 28
I-J	McHarg Composite Map	Page 28

PART II - LAND USE PROPOSAL

II-A	Project Overview	Page 30
II-B	Tentative Development Plan	Page 30
II-C	Existing Land Uses	Page 31
II-D	Topography	Page 33
II-E	Hydrology	Page 33
II-F	Vegetation	Page 33
II-G	Wildlife	Page 34
II-H	Viewsheds	Page 34
II-I	Traffic	Page 34
II-J	Public Utilities	Page 35
II-K	Impacts to Public Services	Page 35
II-L	Recreation and Trails	Page 36
II-M	Cultural, Archaeological and Historic Resources	Page 36

PART III - CONCEPTUAL DEVELOPMENT PLAN REQUIREMENTS

III-A	Conceptual Development Plan	Page 37
III-B	Boundaries and Dimensions of the Subject Property	Page 37
III-C	Name and Right of Way Width of All Adjacent and Internal Streets and Alleys	Page 37
III-D	Location and Dimensions of All Proposed and Existing Buildings Involved	Page 37
III-E	Existing Adjacent Structures	Page 37
III-F	Existing and Proposed Building Land Use For Each Building Activity Area	Page 37
III-G	Existing and Proposed Building Square Footages,	Page 37

	Types of Units, Density and Lot Coverage Calculations and Building Heights	
III-H	The Yards and Spaces Between Existing and Proposed Buildings	Page 39
III-I	Existing Topography and Proposed Grading, Showing All Slopes	Page 39
III-J	Proposed Parking Layout, Including Number of Spaces Required and Provided, Vehicular, Pedestrian and Service Accesses, Driveways, Maneuvering Areas, Loading and Trash Areas	Page 39
III-K	Screen Locations, Existing and Proposed Walls, Fences, etc., Indicating Height, Design and Materials	Page 39
III-L	The Location and Description of Any Storage or Open Land Activities to Take Place Outside the Buildings, Including Square Footage of Such Activities	Page 39
III-M	Landscape Concept Plan	Page 39
III-N	Location of All Existing Trees or Manmade Features Which are to Remain or be Removed	
III-O	Current and Proposed Locations of All Utilities to Service the Project, Including Electrical Telephone, Water, Sewer and Gas, including Easements	Page 39
III-P	Location, Size, and Dimensions of Existing and Proposed Signs	Page 39
III-Q	The Locations and Description of the Amenities Proposed	Page 40
Bibliography		Page 41

TABLE OF EXHIBITS

Ex. I-A.1	Regional Site Location Map	Page 3
Ex. I-A.2	Boundary/Existing Land Use Map	Page 5
Ex. I-A.3	Surrounding Zoning Map	Page 7
Ex. I-A.4	Location of Wells Map	Page 9
Ex. I-B.1	Topography Map	Page 11
Ex. I-C.2	Flood Insurance Rate Map	Page 13
Ex. I-D.1	Vegetation Map	Page 15
Ex. I-E.1	Draft HCP Conservation Zones & Wildlife Linkages	Page 17
Ex. I-E.2	Arizona's On-line Environmental Review Tool	Page 18
Ex. I-H.1	Recreation and Trails Map	Page 27
Ex. I-J.1	McHarg Composite Map	Page 29
Ex. II-C.1	Rezoning Area Map	Page 32
Ex. III-B.1	Boundary Map	Page 38

REZONE IMPACT NARRATIVE

If approved, this rezone request will further two important strategic initiatives identified in the Town's Strategic Plan: increasing land-use potential within the Dove Mountain Activity Center (Commerce, 4(b)(ii)); and promoting development within the Dove Mountain Activity Center (Commerce, 6(a)(ii)). This rezone request concerns 3.2 acres of undeveloped vacant land located at the southeast corner of Tangerine Road and Twin Peaks Road (the "Property"). The owner of the Property seeks a rezoning from "C" Large Lot to Neighborhood Commercial.

With the Town's completion of Twin Peaks Road in 2010, the Town created an important gateway to one of the most unique residential, recreational, and tourism destinations in all of Southern Arizona. This property is located at that gateway. The Town invested significantly in Twin Peaks Road, and the Town is on the verge of making further significant investments to widen and improve Tangerine Road. Yet despite the adjacency of the Property to this critical gateway – in which the Town has and will yet make significant investments – the Property as it is presently zoned does not enable the Town to receive a return on its investment. This rezone request will enable the Town to begin to recover a return on its investment and will promote the type of commercial development called for in the Town's Strategic Plan, General Plan, and Economic Roadmap.

While the owner does not currently have any specific development plans with the Property, the rezoning request will permit the applicant to pursue commercial development opportunities that will benefit the Town of Marana. Because of the unique location of the Property at the gateway of the Tortolita Mountain Park, Dove Mountain community, and the world renowned Ritz Carlton Resort, there are a variety of responsible and sensible commercial uses for the Property that will create employment within Marana, increase sales tax revenues to the Town, and promote the beauty and uniqueness of the Sonoran desert experience. The owner believes the zoning designation of Neighborhood Commercial is the most suitable zoning designation for the Property as such designation will permit uses such as, for example, banks, drug stores, medical and dental offices, restaurants, convenience stores, and other small scale retail uses.

PART I – SITE INVENTORY AND ANALYSIS

A. EXISTING LAND USES

1. Site Location Described and Mapped

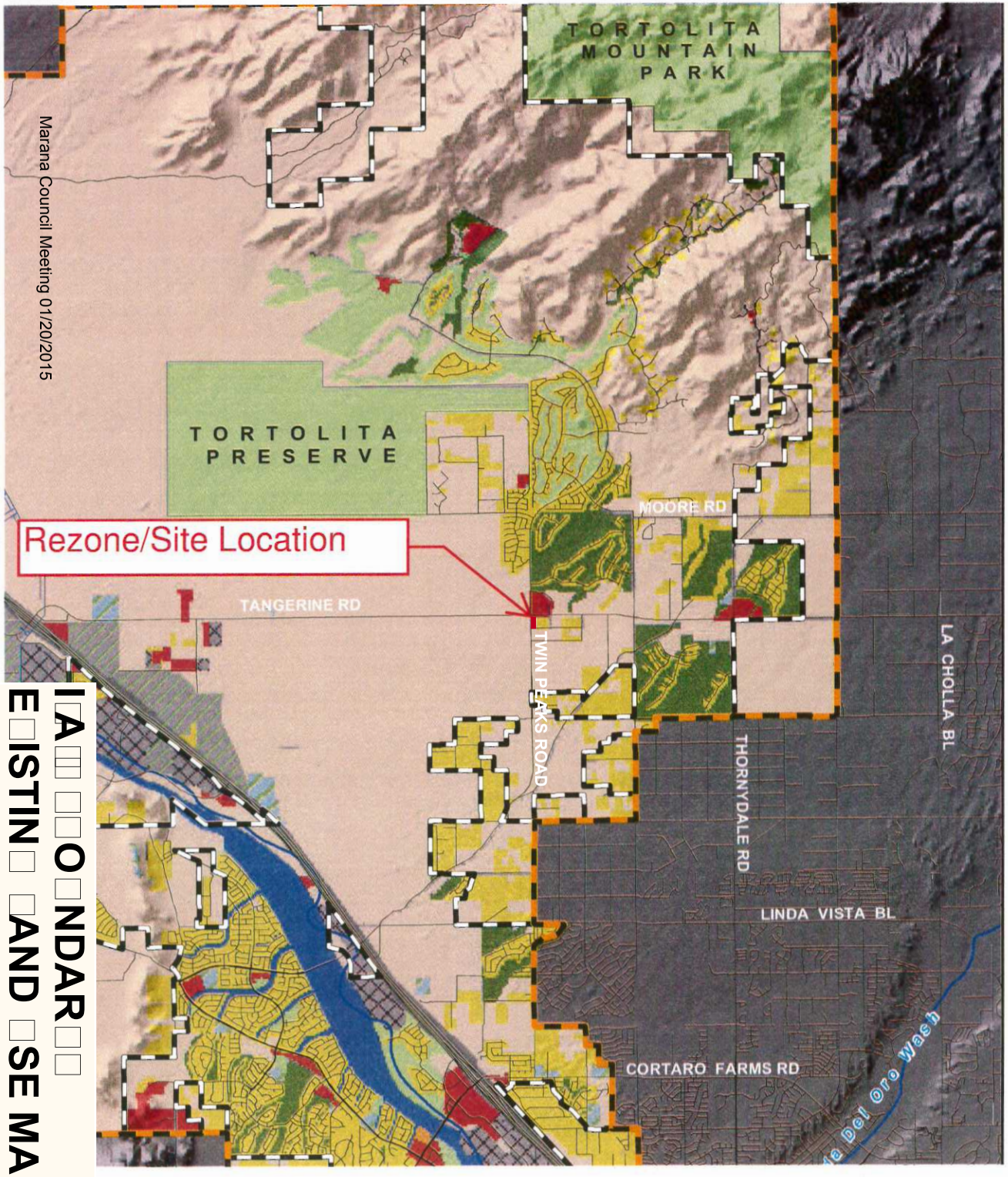
This rezoning request pertains to a single 3.262 acre lot of undeveloped and vacant land located at the southeast corner of Tangerine Road and Twin Peaks Road. The site is currently zoned "C" Large Lot and there are no uses and no structures on the site. If the rezone is granted, the site would be rezoned to Neighborhood Commercial under the Town of Marana's Land Development Code. The site is designated in the Town of Marana General Plan as Commercial, which is consistent with the Neighborhood Commercial zoning designation.

The site location is described and mapped on Map I-A.1, Regional Site Location Map.

I A RE IONA
SITE O ATION MAP

2. Existing Land Uses Described and Mapped

There are no land uses presently on the site. The existing land use conditions are generally depicted on Map I-A.2, Boundary/Existing Land Use Map.



Marana Council Meeting 01/20/2015

I□A□ □□O□NDAR□□

E□ISTIN□ □AND □SE MAP

3. Property Within ¼ Mile of Site

To the west and southwest of the site lies approximately 633 acres of undeveloped land owned by the State of Arizona, which is also zoned "C" Large Lot. The Town of Marana General Plan designates the northeast corner of the State's parcel, or the southwest corner of Tangerine Road and Twin Peaks Road, as commercial.

To the north lies the master planned residential community known as Dove Mountain, which is governed by the "Dove Mountain Specific Plan". Dove Mountain is a large residential area with commercial activities within the community such as restaurants, golf courses, and, most notably, the world renowned Ritz Carlton Resort. Within the Dove Mountain Specific Plan, there is a gas station and convenience store located adjacent to the site at the northeast corner of Tangerine Road and Dove Mountain Blvd., as well as a shopping center with retail uses within the shopping center.

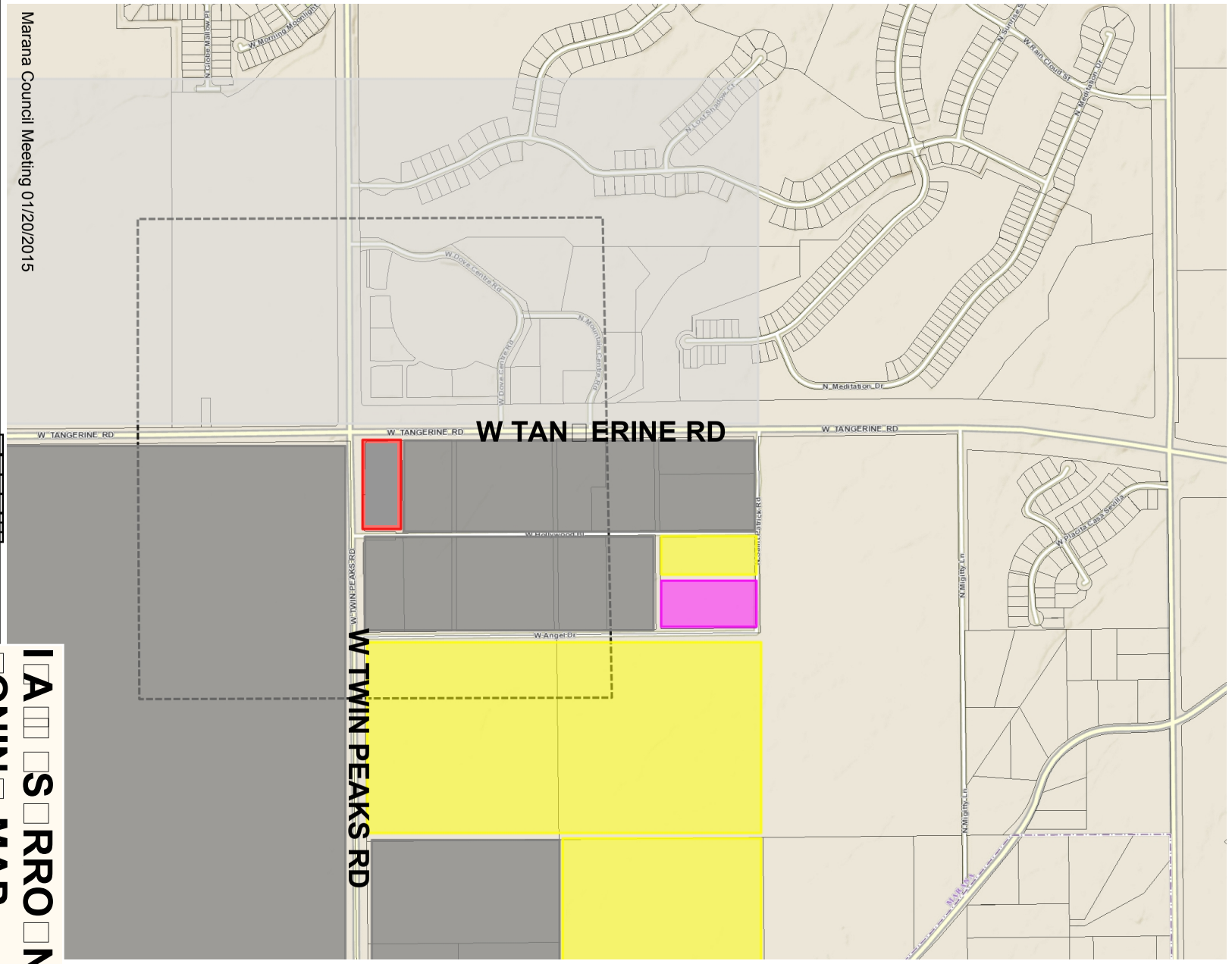
The properties within ¼ mile to the south and southeast of the site are undeveloped lands zoned as "C" Large Lot and R-36, and all designated as Commercial by the Town of Marana's General Plan.

The properties within a ¼ mile to the east are also zoned as "C" Large Lot and R-36 and appear to contain single story structures and outbuildings of a residential nature. These properties are also designated as Commercial by the Town of Marana's General Plan.

At the time of this application, there is one active project and it is PRV141 – 001 Tangerine Ridge, a subdivision preliminary plat, east of this project.

The surrounding zoning is depicted on Map I-A.3, Surrounding Zoning Map.

Marana Council Meeting 01/20/2015



Legend

- Site Location
- Large Lot
- R[illegible]
- R[illegible]
- Dove Mountain Specific Plan
- [illegible] Mile Radius

[illegible]

I[illegible]A[illegible] S[illegible]RRO[illegible]NDIN[illegible]

[illegible]ONIN[illegible] MAP

Pima County GIS

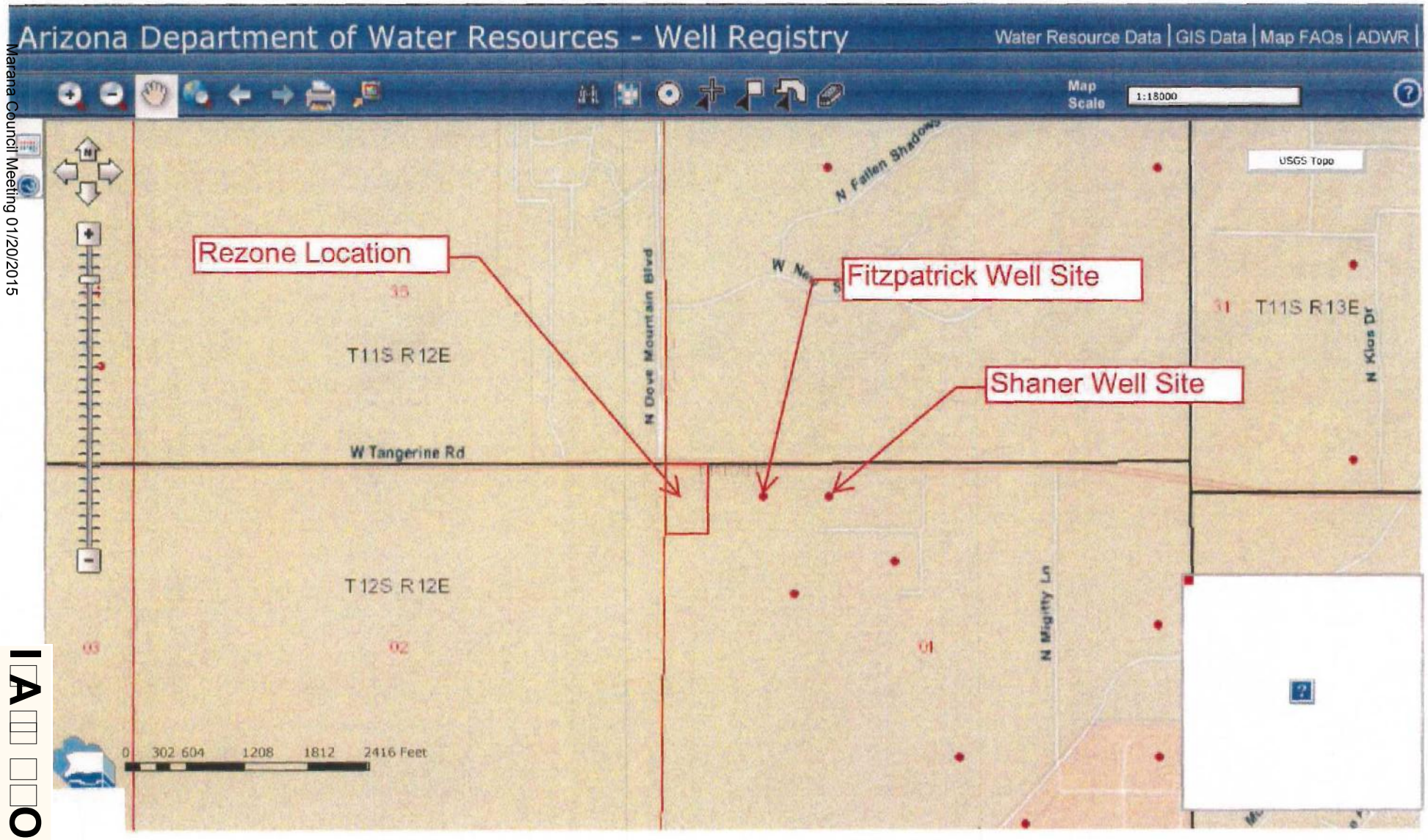
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map are subject to Pima County's ITD GIS disclaimer and use restrictions.

4. Location of Wells/Well Sites and Ownership within 100 feet of Property

There are two wells within the approximate area of the site. One registered to a Patricia G. Fitzpatrick of 5315 W. Tangerine Rd, Marana, Arizona and another registered to William and Wada Shaner of 5255 W. Tangerine Rd, Marana Arizona. Both wells are for residential use.

Both wells are general depicted on the attached Map I-A.4, Location of Wells Map.

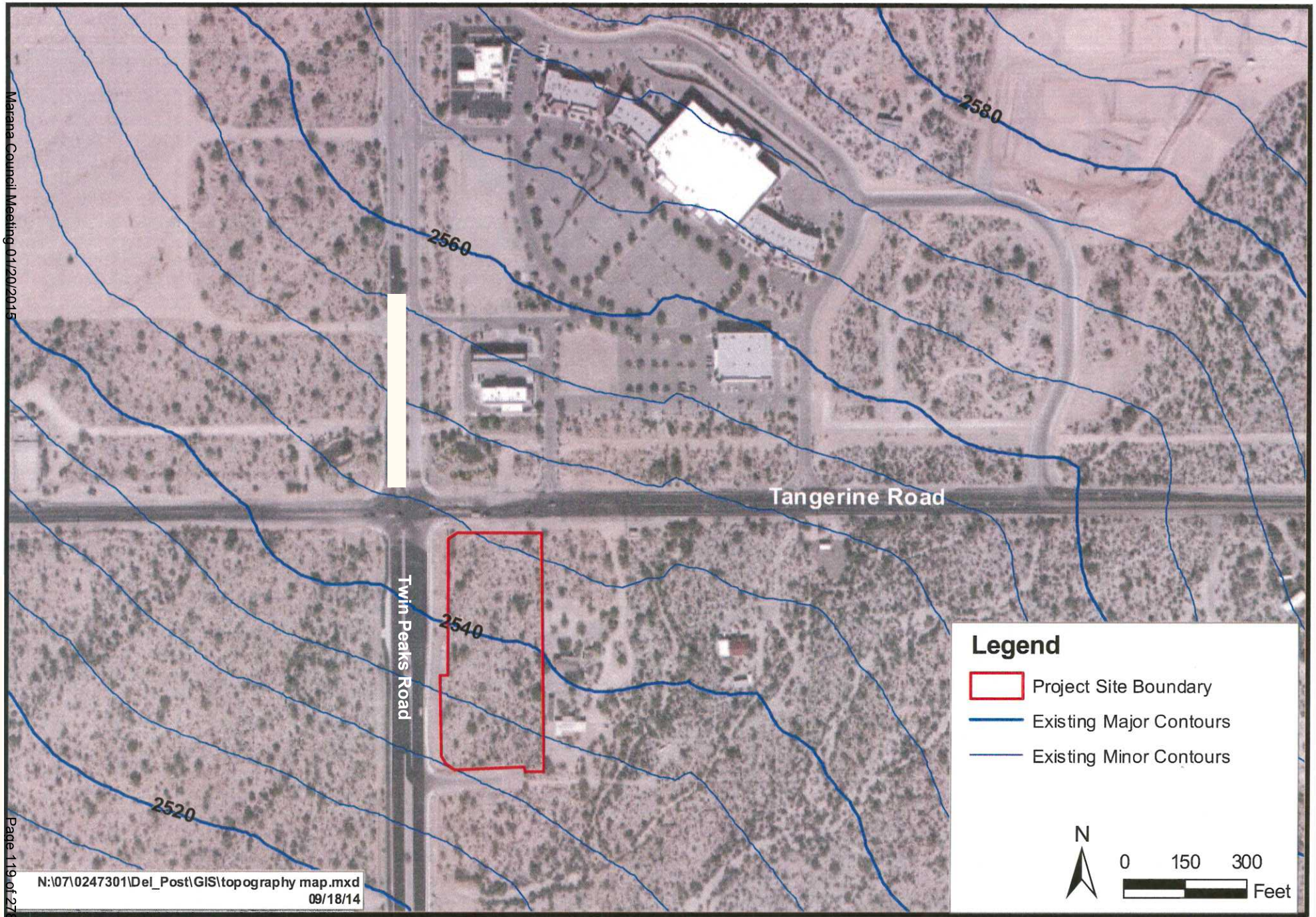
LOCATION OF WELL SITES MAP



B. TOPOGRAPHY

The property is relatively flat and slopes from the northeast to the southwest at approximately 3.0 percent. The topographic conditions are depicted on Map I-B.1, Topography Map. Additional information is provided below:

- The property is not subject to any hillside conservation requirements.
- There are no rock outcrops on the properties.
- There are no slopes of 15% or greater on the properties.
- There are no significant topographic features and the property remains in natural state.



Topography Map

5-Feet Contour Data from Pima County GIS Department, 2008
Background Image: Esri Maps and Data, 2012

Figure 1

C. HYDROLOGY

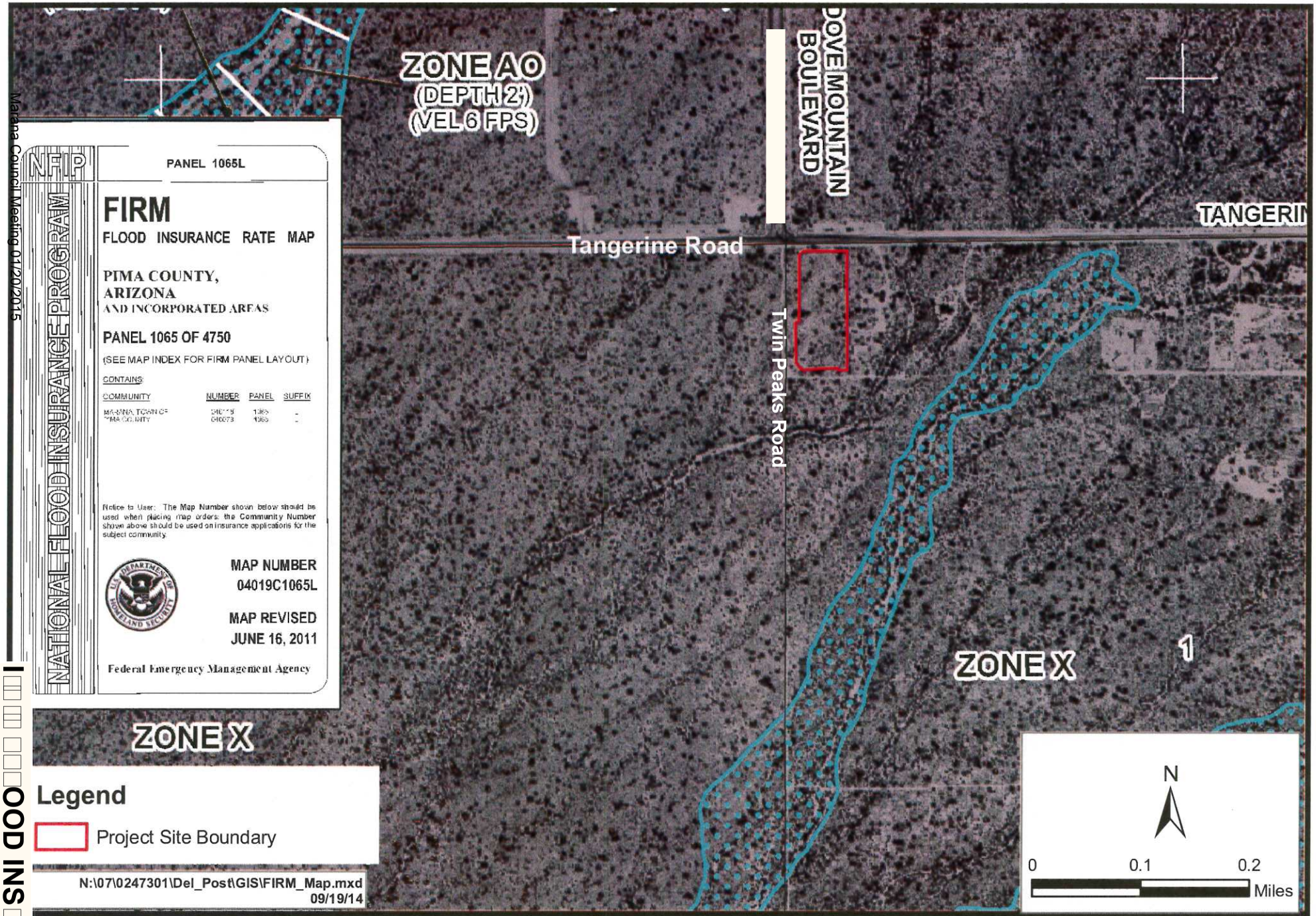
The rezoning area is not affected by any offsite watersheds because similarly to the subject property, the surrounding areas slope from the northeast to the southwest at approximately 3.0 percent. According to the Topography Map and the Pima County GIS Maps, there are no washes entering and/or existing on the property. There is an existing offsite watershed to the east of the subject property as depicted on Map I-C.2, Flood Insurance Rate Map. This offsite watershed should be considered and evaluated as part of any future drainage report.

The existing development located in the northeast corner of Tangerine Road and Dove Mountain Boulevard conveys the off-site runoff south across Tangerine Road and enters an existing watershed (referenced above) located approximately 270 feet east of the property. Additionally, there are no localized offsite watersheds with a 100 year discharge greater than or equal to 100 cfs that affect the subject property.

The on-site runoff generally sheet flows with shallow depths of flow. There are no on-site washes which generate a 100 year discharge greater than or equal to 50 cfs. Along the downstream property boundary, the on-site runoff travels south parallel to Twin Peaks Road and then exits the property along the southern property boundary. In addition, the property is not affected by a FEMA Special Flood Hazard Area. The Pima County Arizona and Unincorporated Areas Flood Insurance Rate Map (FIRM) Panel No. 04019C1065L, dated June 16, 2011 indicates the site falls within Zone X. Zone X is defined by FEMA as an area outside of the 0.2% annual chance flood. See Map I-C.2, Flood Insurance Rate Map.

As there is no development plan being submitted at the present time, it is unknown how future development may impact drainage upstream and downstream. In addition, it is unknown what engineering and design features will be used to address such impacts, if any. As a result, a more detailed engineering response will be prepared and compiled at the point of development and in conjunction with the submission of a development plan with the Town of Marana.

Marana Council Meeting 01/20/2015



Flood Insurance Rate Map

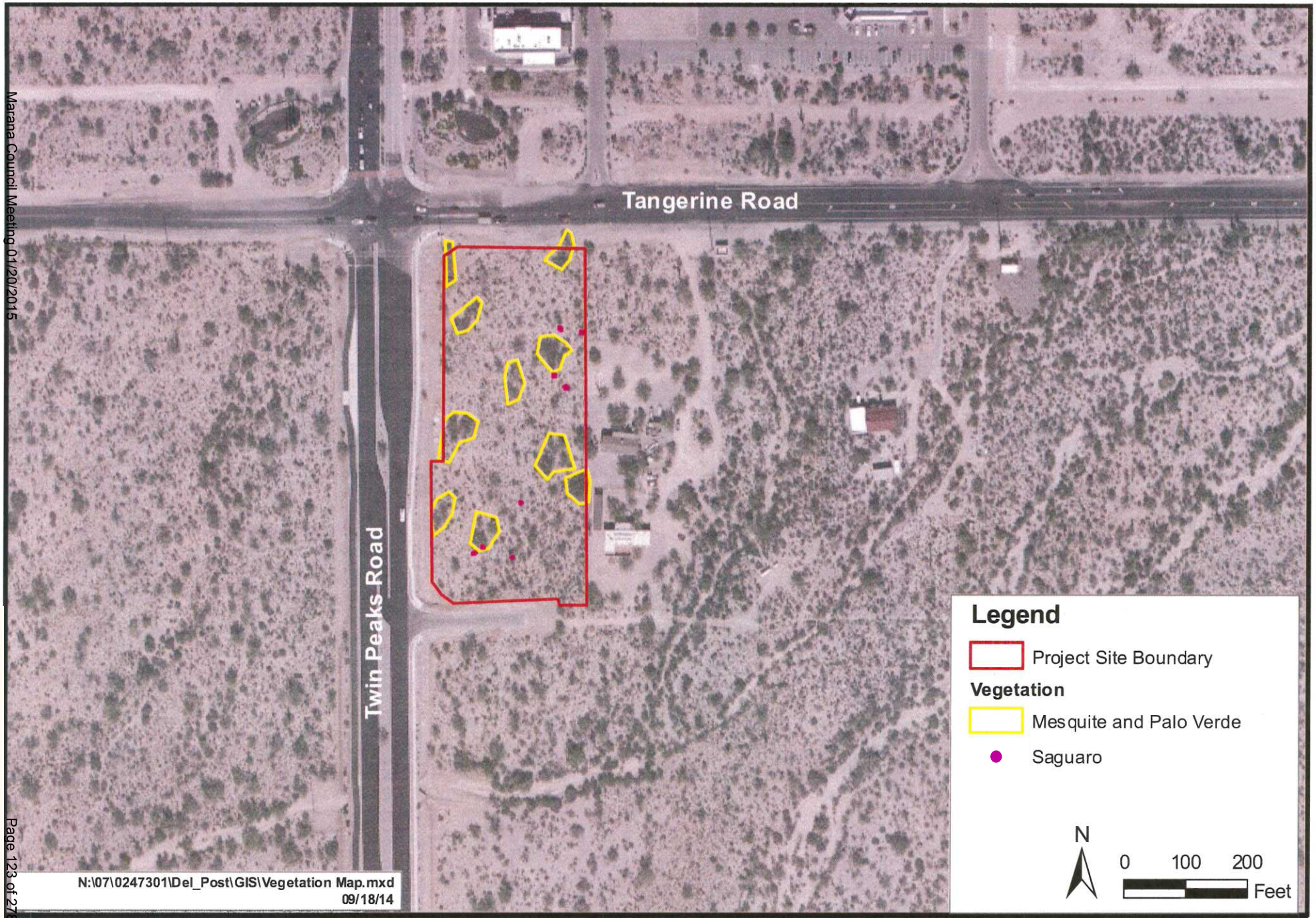
Land Use: Pima County GIS Maps
Background Image: Esri Maps and Data, 2012

Figure 1

FLOOD INSURANCE RATE MAP

D. VEGETATION

The site generally consists of natural desert vegetation, primarily Mesquite, Palo Verde, Saguaro Cacti, cholla cactus (cylindropuntia fulgida), prickly pear cactus (opuntia) and creosote bush. The only Federally listed threatened or endangered species is the Saguaro Cacti. The density of the onsite vegetation is medium as is depicted in Map I-D.1, Vegetation Map. No areas are designated as high-density vegetation.



Vegetation Map

Background Image: Esri Maps and Data, 2012

E. WILDLIFE

The Town of Marana has exhausted significant efforts to develop a Draft Habitat Conservation Plan (HCP) designed to protect wildlife in the Town while balancing the property rights and commercial interests of Marana's residents and businesses. The site is included within the Planning Area of the Town's HCP. However, the HCP does not identify any riparian habitat, aquatic habitat, existing wildlife corridors, or proposed wildlife corridors on the site. Additionally, the site is not located within the HCP Conservation Zones and Wildlife Linkages. The HCP further identifies the site as Commercial. See Draft Environmental Impact Statement for the Town of Marana Habitat Conservation Plan, March 2009. See Map I-E.1, Draft HCP Conservation Zones & Wildlife Linkages.

The Arizona Game and Fish Departments Arizona On-Line Environmental Review Tool has been accessed and current records indicate the presence of no listed threatened or endangered species in the project vicinity within a 3 mile radius. That same report does indicate Special Status Species Occurrences of six (6) special status species within 3 miles of the project area. See I-E.2, Arizona's On-line Environmental Tool.

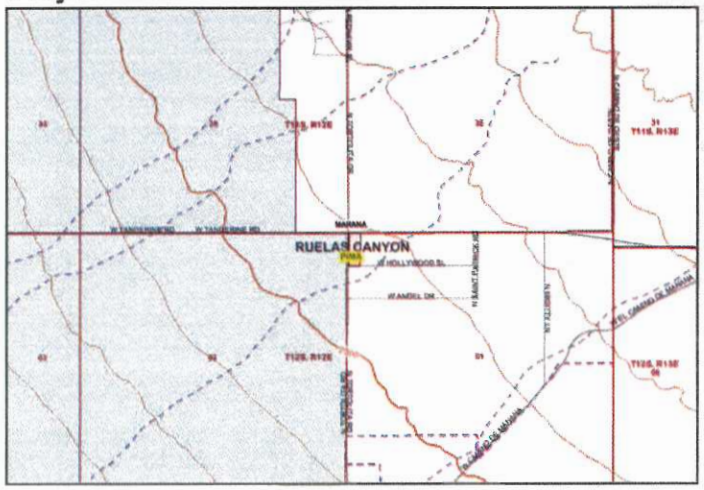
All proposed commercial development for the rezoning area will be subject to review and approval of a development plan by the Town of Marana. Such review will include a biological review by the Environmental Engineering Division and requirements, if any, will be determined at that time.

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Marana Council Meeting 01/20/2015

Arizona's On-line Environmental Review Tool
Search ID: 20140902024400
Project Name: TRP Twin Peaks, LLC
Date: 9/2/2014 12:31:49 PM

Project Location



Project Name: TRP Twin Peaks, LLC
Submitted By: Del Post
On behalf of: CONSULTING
Project Search ID: 20140902024400
Date: 9/2/2014 12:31:43 PM
Project Category: Development Within Municipalities (Urban Growth),Commercial/industrial (mall) and associated infrastructure,New construction
Project Coordinates (UTM Zone 12-NAD 83): 492492.890, 3587402.405 meter
Project Area: 3.395 acres
Project Perimeter: 531.778 meter
County: PIMA
USGS 7.5 Minute Quadrangle ID: 1683
Quadrangle Name: RUELAS CANYON
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
Aquila chrysaetos	Golden Eagle	BGA		S	
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S	WSC
Gopherus morafkai	Sonoran Desert Tortoise	C*	S		WSC
Tucson - Tortolita - Santa Catalina Mountains Linkage Design	Wildlife Corridor				
Tumamoca macdougalii	Tumamoc Globeberry		S	S	SR

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 APPLICATION INITIALS: _____

Marana Council Meeting 01/20/2015

Please review the entire receipt for project type recommendations and/or species or location information and retain a copy for future reference. If any of the information you provided did not accurately reflect this project, or if project plans change, another review should be conducted, as this determination may not be valid.

Arizona's On-line Environmental Review Tool:

1. This On-line Environmental Review Tool inquiry has generated recommendations regarding the potential impacts of your project on Special Status Species (SSS) and other wildlife of Arizona. SSS include all U.S. Fish and Wildlife Service federally listed, U.S. Bureau of Land Management sensitive, U.S. Forest Service sensitive, and Arizona Game and Fish Department (Department) recognized species of concern.
2. These recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation). These recommendations are preliminary in scope, designed to provide early considerations for all species of wildlife, pertinent to the project type you entered.
3. This receipt, generated by the automated On-line Environmental Review Tool does not constitute an official project review by Department biologists and planners. Further coordination may be necessary as appropriate under the National Environmental Policy Act (NEPA) and/or the Endangered Species Act (ESA).

The U.S. Fish and Wildlife Service (USFWS) has regulatory authority over all federally listed species under the ESA. Contact USFWS Ecological Services Offices: http://arizonaes.fws.gov/.

Phoenix Main Office
2321 W. Royal Palm Road, Suite 103
Phoenix, AZ 85021
Phone 602-242-0210
Fax 602-242-2513

Tucson Sub-Office
201 North Bonita, Suite 141
Tucson, AZ 85745
Phone 520-670-6144
Fax 520-670-6154

Flagstaff Sub-Office
323 N. Leroux Street, Suite 101
Flagstaff, AZ 86001
Phone 928-226-0614
Fax 928-226-1099

Disclaimer:

1. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area.
2. The Department's Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there.
3. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HDMS data contains information about species occurrences that have actually been reported to the Department.

Arizona Game and Fish Department Mission

To conserve, enhance, and restore Arizona's diverse wildlife resources and habitats through aggressive protection and

 APPLICATION INITIALS: _____

Page 127 of 278

Marana Council Meeting 01/20/2015

management programs, and to provide wildlife resources and safe watercraft and off-highway vehicle recreation for the enjoyment, appreciation, and use by present and future generations.

Project Category: Development Within Municipalities (Urban Growth),Commercial/industrial (mall) and associated infrastructure,New construction

Project Type Recommendations:

Based on the project type entered; coordination with Arizona Department of Environmental Quality may be required (http://www.azdeq.gov/).

Based on the project type entered; coordination with Arizona Department of Water Resources may be required (http://www.water.az.gov/adwr/)

Based on the project type entered; coordination with County Flood Control districts may be required.

Based on the project type entered; coordination with State Historic Preservation Office may be required http://azstateparks.com/SHPO/index.html

Based on the project type entered; coordination with U.S. Army Corps of Engineers may be required (http://www.spl.usace.army.mil/regulatory/phonedir.html)

Communities can actively support the sustainability and mobility of wildlife by incorporating wildlife planning into their regional/comprehensive plans, their regional transportation plans, and their open space/conservation land system programs. An effective approach to wildlife planning begins with the identification of the wildlife resources in need of protection, an assessment of important habitat blocks and connective corridors, and the incorporation of these critical wildlife components into the community plans and programs. Community planners should identify open spaces and habitat blocks that can be maintained in their area, and the necessary connections between those blocks to be preserved or protected. Community planners should also work with State and local transportation planning entities, and planners from other communities, to foster coordination and cooperation in developing compatible development plans to ensure wildlife habitat connectivity. The Department's guidelines for incorporating wildlife considerations into community planning and developments can be found at http://www.azgfd.gov/hgis/guidelines.aspx.

Development plans should provide for open natural space for wildlife movement, while also minimizing the potential for wildlife-human interactions through design features. Please contact Project Evaluation Program for more information on living with urban wildlife.

During planning and construction, minimize potential introduction or spread of exotic invasive species. Invasive species can be plants, animals (exotic snails), and other organisms (e.g. microbes), which may cause alteration to ecological functions or compete with or prey upon native species and can cause social impacts (e.g. livestock forage reduction, increase wildfire risk). The terms noxious weed or invasive plants are often used interchangeably. Precautions should be taken to wash all equipment utilized in the project activities before and after project activities to reduce the spread of invasive species. Arizona has noxious weed regulations (Arizona Revised Statutes, Rules R3-4-244 and R3-4-245). See Arizona Department of Agriculture

 APPLICATION INITIALS: _____

Page 128 of 278

website for restricted plants http://www.azda.gov/PSD/quarantine5.htm. Additionally, the U.S. Department of Agriculture has information regarding pest and invasive plant control methods including: pesticide, herbicide, biological control agents, and mechanical control: http://www.usda.gov/wps/portal/usdahome. The Department regulates the importation, purchasing, and transportation of wildlife and fish (Restricted Live Wildlife), please refer to the hunting regulations for further information http://www.azgfd.gov/h_f/hunting_rules.shtml.

During the planning stages of your project, please consider the local or regional needs of wildlife in regards to movement, connectivity, and access to habitat needs. Loss of this permeability prevents wildlife from accessing resources, finding mates, reduces gene flow, prevents wildlife from re-colonizing areas where local extirpations may have occurred, and ultimately prevents wildlife from contributing to ecosystem functions, such as pollination, seed dispersal, control of prey numbers, and resistance to invasive species. In many cases, streams and washes provide natural movement corridors for wildlife and should be maintained in their natural state. Uplands also support a large diversity of species, and should be contained within important wildlife movement corridors. In addition, maintaining biodiversity and ecosystem functions can be facilitated through improving designs of structures, fences, roadways, and culverts to promote passage for a variety of wildlife.

Minimization and mitigation of impacts to wildlife and fish species due to changes in water quality, quantity, chemistry, temperature, and alteration to flow regimes (timing, magnitude, duration, and frequency of floods) should be evaluated. Minimize impacts to springs, in-stream flow, and consider irrigation improvements to decrease water use. If dredging is a project component, consider timing of the project in order to minimize impacts to spawning fish and other aquatic species (including spawning seasons), and to reduce spread of exotic invasive species. We recommend early direct coordination with Project Evaluation Program for projects that could impact water resources, wetlands, streams, springs, and/or riparian habitats.

Planning: consider impacts of lighting intensity on mammals and birds and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use.

The Department recommends that wildlife surveys are conducted to determine if noise-sensitive species occur within the project area. Avoidance or minimization measures could include conducting project activities outside of breeding seasons.

The Department requests further coordination to provide project/species specific recommendations, please contact Project Evaluation Program directly.

Trenches should be covered or back-filled as soon as possible. Incorporate escape ramps in ditches or fencing along the perimeter to deter small mammals and herptefauna (snakes, lizards, tortoise) from entering ditches.

Project Location and/or Species recommendations:

Heritage Data Management System records indicate that one or more listed, proposed, or candidate species or Critical Habitat (Designated or Proposed) have been documented in the vicinity of your project (refer to page 1 of the receipt). Please contact:
Ecological Services Office
US Fish and Wildlife Service
2321 W. Royal Palm Rd.
Phoenix, AZ 85021-4951
Phone: 602-242-0210

Marana Council Meeting 01/20/2015

Marana Council Meeting 01/20/2015

Fax: 602-242-2513

Heritage Data Management System records indicate that one or more native plants listed on the Arizona Native Plant Law and Antiquities Act have been documented within the vicinity of your project area (refer to page 1 of the receipt). Please contact:
Arizona Department of Agriculture
1688 W Adams
Phoenix, AZ 85007
Phone: 602-542-4373

HDMS records indicate your project is in or near an identified wildlife habitat linkage corridor. Project planning and implementation efforts should focus on maintaining adequate opportunities for wildlife permeability. For information on the linkage assessment and wildlife species that may be affected refer to: http://www.corridordesign.org/arizona. Contact your Arizona Game and Fish Department Regional Office for specific project recommendations: http://www.azgfd.gov/inside_azgfd/agency_directory.shtml

Recommendations Disclaimer:

1. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project.
2. These recommendations are proposed actions or guidelines to be considered during **preliminary project development**.
3. Additional site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. The Department is interested in the conservation of all fish and wildlife resources, including those Special Status Species listed on this receipt, and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
6. **Further coordination requires the submittal of this initialed and signed Environmental Review Receipt with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map).**
7. Upon receiving information by AZGFD, please allow 30 days for completion of project reviews. Mail requests to:

Project Evaluation Program, Habitat Branch
Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, Arizona 85086-5000
Phone Number: (623) 236-7600
Fax Number: (623) 236-7366

Terms of Use

By using this site, you acknowledge that you have read and understand the terms of use. Department staff may revise these terms periodically. If you continue to use our website after we post changes to these terms, it will mean that you accept such changes. If at any time you do not wish to accept the Terms, you may choose not to use the website.

1. This Environmental Review and project planning website was developed and intended for the purpose of screening projects for potential impacts on resources of special concern. By indicating your agreement to the terms of use for this website, you warrant that you will not use this website for any other purpose.
2. Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under the

 APPLICATION INITIALS: _____

Marana Council Meeting 01/20/2015

Computer Fraud and Abuse Act of 1986 and/or the National Information Infrastructure Protection Act .

3. The Department reserves the right at any time, without notice, to enhance, modify, alter, or suspend the website and to terminate or restrict your access to the website.

4. This Environmental Review is based on the project study area that was entered. The review must be redone if the project study area, location, or the type of project changes. If additional information becomes available, this review may need to be reconsidered.

5. A signed and initialed copy of the Environmental Review Receipt indicates that the entire receipt has been read by the signer of the Environmental Review Receipt.

Security:

The Environmental Review and project planning web application operates on a complex State computer system. This system is monitored to ensure proper operation, to verify the functioning of applicable security features, and for other like purposes. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals possible evidence of criminal activity, system personnel may provide the evidence of such monitoring to law enforcement officials. Unauthorized attempts to upload or change information; to defeat or circumvent security measures; or to utilize this system for other than its intended purposes are prohibited.

This website maintains a record of each environmental review search result as well as all contact information. This information is maintained for internal tracking purposes. Information collected in this application will not be shared outside of the purposes of the Department.

If the Environmental Review Receipt and supporting material are not mailed to the Department or other appropriate agencies within six (6) months of the Project Review Receipt date, the receipt is considered to be null and void, and a new review must be initiated.

Print this Environmental Review Receipt using your Internet browser's print function and keep it for your records. Signature of this receipt indicates the signer has read and understands the information provided.

Signature:_____

Date: _____

Proposed Date of Implementation: _____

Please provide point of contact information regarding this Environmental Review.

Application or organization responsible for project implementation

Agency/organization:_____

Contact Name: _____

Address: _____

City, State, Zip: _____

 APPLICATION INITIALS: _____

Page 131 of 278

Phone: _____

E-mail: _____

Person Conducting Search (if not applicant)

Agency/organization:_____

Contact Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

E-mail: _____

 APPLICATION INITIALS: _____

Marana Council Meeting 01/20/2015

F. VIEWSHEDS

Views onto and across the subject properties from adjacent properties are mapped on Map I-J.1, McHarg Composite Map. There are views to the north of the Tortolita Mountains. There are also somewhat obstructed views to the east of the Catalina Mountains. There are views to the south and southwest of the Tucson Mountains and a view to the west of the Silverbell Mountains.

G. TRAFFIC

The property is located at the intersection of Tangerine Road to the north and Twin Peaks Road to the east. Tangerine Road is an arterial roadway as designated by the Town of Marana Major Routes Rights of Way Plan. Twin Peaks is also an arterial roadway as designated by the Town of Marana Major Routes Rights of Way Plan. The site is bounded to the south by a local street named W. Hollywood Blvd, which intersects (not signalized) with Twin Peaks Road at the southwest corner of the site. Access to the site is presently through W. Hollywood Blvd.

There are no proposed off-site streets between the site and the arterial streets.

Tangerine Road

Tangerine Road is an arterial roadway owned by the Town of Marana. The existing right of way near the site is 125 feet. With the assistance of the Pima Association of Governments (PAG) and the Regional Transportation Authority (RTA), the Town of Marana is currently planning to widen and improve Tangerine Road from the Town's most eastern municipal limits (just east of Thornydale Road) west to I-10. After the project is complete, the Town's right of way on Tangerine Road will be 350 feet as reflected in the Town of Marana Major Routes Plan. With this rezone request, the owner understands the Town will require a dedication of approximately 125 feet to the Town of Marana of additional right of way along Tangerine Road as a condition of this rezoning.

Tangerine Road contains one lane of travel in each direction. The capacity of the roadway, at level of service (LOS) D, is approximately 35,820 trips per day. The posted speed limit through the rezoning area is 45 miles per hour, and the design speed is 50 miles per hour. The Pima Association of Governments traffic volumes map indicates that there are approximately 6,322 average daily trips (ADT's) along Tangerine Rd. between I-10 and Twin Peaks Road. There is presently no access to the site from Tangerine Road. Although there are no roadway improvements being proposed at the present time, the owner will agree to make reasonable improvements required of the Town of Marana upon development.

There presently are no bicycle or pedestrian paths along Tangerine Road adjacent to the site but such paths are planned with the widening of Tangerine Road.

Twin Peaks Road

Twin Peaks Road is an arterial roadway owned by the Town of Marana. Twin Peaks is aligned north/south and extends south to I-10. Twin Peaks Road turns into Dove Mountain Blvd. north of Tangerine Road. The existing right of way is 150 feet and it is not anticipated that the Town will require further right of away dedication from the owner.

Twin Peaks Road contains two travel lanes in each direction separated by a raised landscaped median. Both sides of the road in the vicinity of the rezoning area include multi-use lanes, vertical curb and a concrete sidewalk. The capacity of the roadway, at level of service (LOS) D, is approximately 35,820 trips per day. The posted speed limit through the rezoning area is 45 miles per hour, and the design speed is 50 miles per hour. The Pima Association of Governments traffic volumes map indicates that there are approximately 7,197 average daily trips (ADT's) along Twin Peaks Road between I-10 and Tangerine Road.

At the present time, the site has physical access from the paved surface of W. Hollywood Blvd. Although there are no roadway improvements being proposed at the present time, the applicant will agree to make reasonable improvements required of the Town of Marana upon development.

There is a multi-use path on the west side of Twin Peaks and a pedestrian sidewalk along the east side. The path and sidewalks provide connectivity to the Town of Marana's system of parks, trails and paths maintained by the Parks and Recreation Department.

H. RECREATION AND TRAILS

There is a small Neighborhood park located to the north of the site within the Dove Mountain Specific Plan area called Dove Mountain Park. Dove Mountain Park is a Neighborhood Park maintained by the Dove Mountain Home Owners Association. Additionally, there is a small private park located in the Dove Mountain Preserve Subdivision, on W. New Shadow Way.

There are no existing paths or trails along Tangerine Road. Twin Peaks Road is bounded on the west by a multi-use trail that extends from I-10 north to Tangerine Road. There is also a pedestrian sidewalk along the east side of Twin Peaks Road immediately adjacent to the site which also extends from I-10 north to Tangerine Road. The path and park described above are depicted on Map I-H.1, Recreation and Trails Map. Additionally, Map I-H.1 depicts the Town of Marana's proposed trails which are signified by a pink-dashed line on the map.

The Town of Marana is planning to construct a Regional Park planned near the intersection of Tangerine Road and Camino De Marana, which is approximately 1.4 miles to the east of the rezoning site.

I□□ □□ □RE□REATION AND TRAI□S MAP

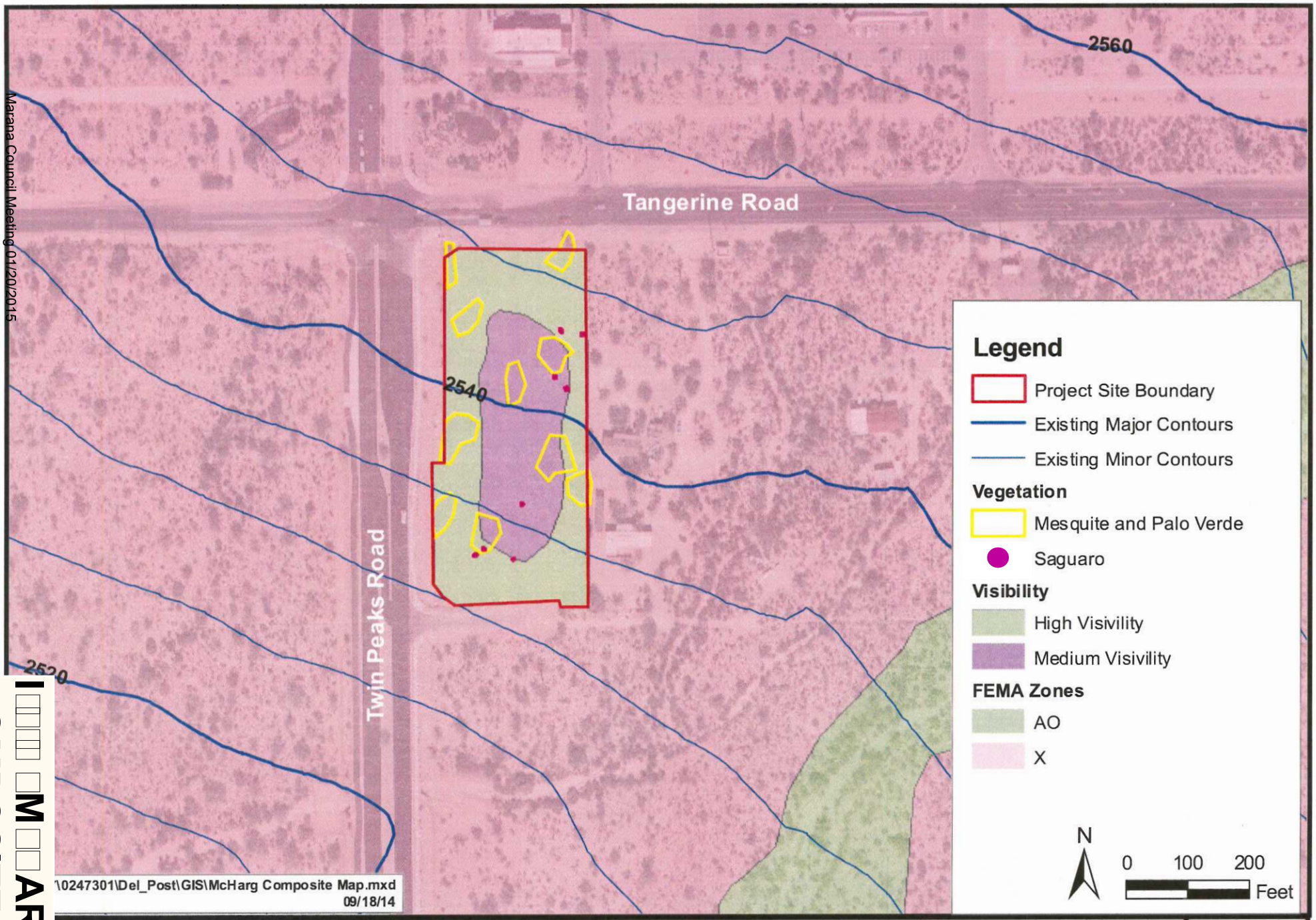
I. CULTURAL / ARCHAEOLOGICAL / HISTORIC RESOURCES

Previous Cultural Resources reviews have been performed in areas around the site in connection with the Town's construction of Twin Peaks Road in 2010, and in preparation for the Town's Capital Improvement Program project of reconstructing Tangerine Road due to commence in 2016. There is no development plan being submitted with this rezone request, and, at the present time, the owner does not presently contemplate any specific development project on the site. Accordingly, because no development is taking place in conjunction with this rezone application, an archaeological letter and cultural resources survey is not being submitted at the present time. An archaeological letter and cultural resources survey will be performed and submitted to the Town of Marana prior to or during any future development review process concerning the site.

J. MCHARG COMPOSITE MAP

The McHarg Composite has been created to graphically integrate characteristics of the site, including topography, hydrology, vegetation, and visibility. See Map I-J.1, McHarg Composite Map.

Marana Council Meeting 01/20/2015



McHarg Composite Map

5-Feet Contour Data from Pima County GIS Department, 2008
Background Image: Esri Maps and Data, 2012

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□OMPOSITE MAP

PART II – LAND USE PROPOSAL

A. PROJECT OVERVIEW

The rezoning area is located at the highly traveled intersection of Twin Peaks Road and Tangerine Road. The site borders the large residential community of Dove Mountain and the Town anticipates significant future residential and commercial growth in the surrounding area. The Town's General Plan identifies the site – and immediately surrounding areas – as Commercial. The owner desires to change the current zoning of "C" Large Lot to a Neighborhood Commercial zoning designation in order to accommodate future commercial development on the site. While the owner has not identified a specific use or created a development plan, the owner believes the site is well positioned and suited for commercial uses such as banks, drug stores, medical and dental offices, restaurants, convenience stores, gas stations, and other small scale retail uses, all of which would be supported by the Neighborhood Commercial zoning designation.

All necessary engineering and site planning work will be addressed through development plan and improvement plan processes in accordance with the Town of Marana regulations at the time of proposed development. All required studies and reports including drainage, traffic, and archaeology will be performed during the development review process as required by the Town of Marana.

As noted above, the proposed rezoning is in conformance with the Land Use Plan within the Marana 2010 General Plan, which designates this area as Commercial.

B. TENTATIVE DEVELOPMENT PLAN

A tentative development plan is not included with this rezone application. The existing property owner will leave the site in its current condition as an undeveloped and vacant parcel until arrangements are made to develop the property commercially. At the present time, the owner does not anticipate that a development plan will be immediately forthcoming. Rather, the development plan will be deferred until development conditions are more favorable and the owner and/or developer is able to secure physical access to sewer infrastructure.

The gross area of the rezoning area is 142,115 square feet or approximately 3.262 Acres.

Any future development proposed for the site will be required to adhere to all Town of Marana regulations including such development standards as:

Intensity Standards:

- Minimum site size: none, except that 1 acre per free standing pad use is required.

- Maximum Site Size: 15 acres.
- Floor Area Ratio: The combined floor area ratio for all principal buildings, together with all accessory building, shall not exceed .5.
- Maximum lot coverage: The total ground area occupied by all buildings shall not exceed thirty-five percent of the lot.

Site Development Standards:

- Street Set Back: minimum 20 feet from any street lot line.
- Side and Rear Yard Setback: minimum of 20 feet from any side or rear lot line;
- Special Buffer adjacent to Residential Areas: along any property line either used or planned for residential use, a buffer area shall be provided which shall be at least twenty-five (25) feet in depth, measured from the property line.
- Building Height: No principal building shall exceed thirty (30) feet in height; no accessory building or other structure shall exceed twenty-five (25) feet in height.

Access and Traffic Control:

- All Access and Traffic Control standards and requirements contained in Section 05.11.02 (Neighborhood Commercial) of the Town of Marana Land Development Code, Pima County Subdivision and Development Street Standards, and other applicable engineering manuals and criteria.

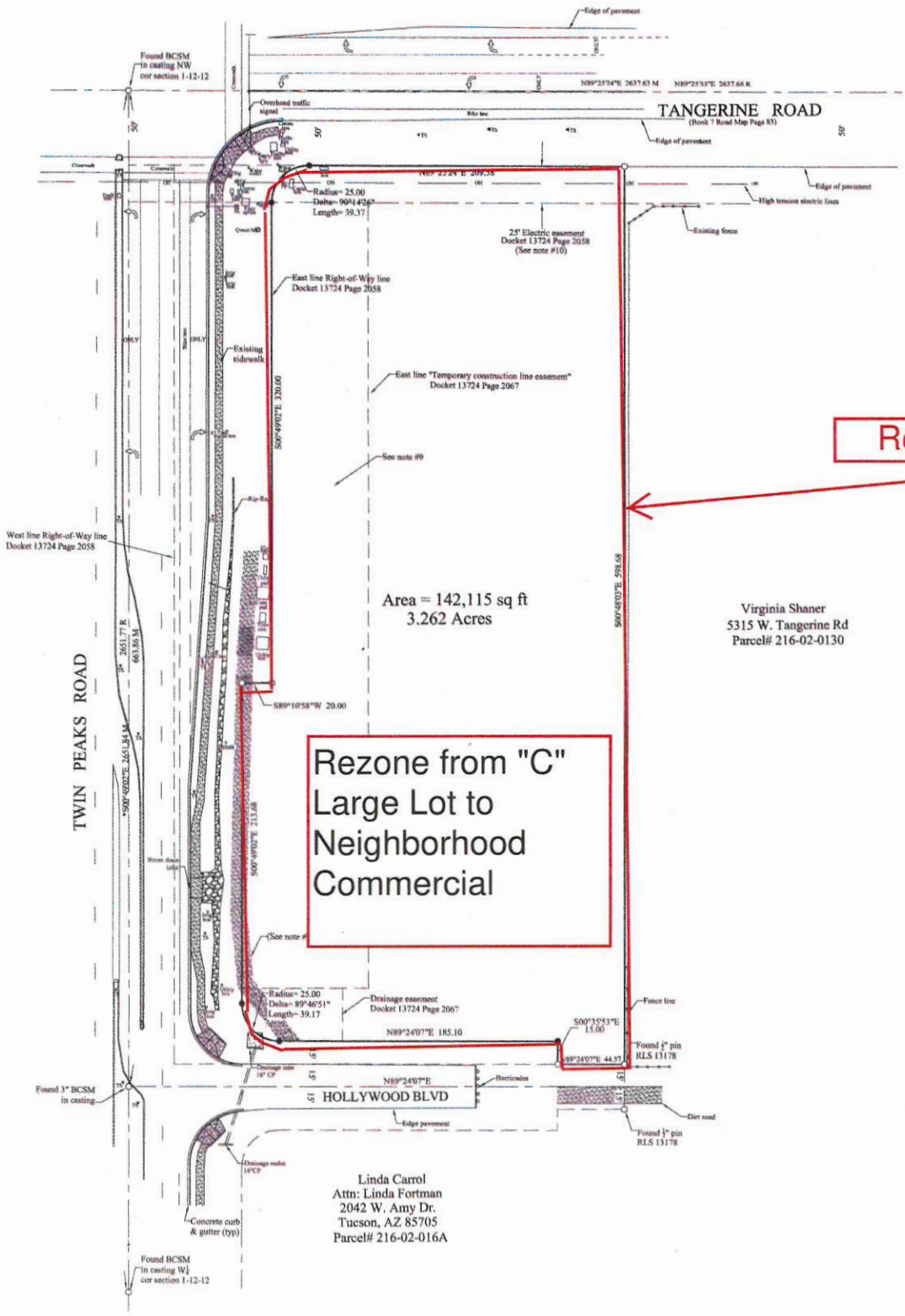
Additionally, all commercial development proposed for this site will be subject to the Marana Commercial Design Standards, as defined in Section 08.07 of The Town of Marana Land Development Code.

C. EXISTING LAND USES

Map II-C.1, Rezoning Area Map, depicts the boundaries of the zoning designation within and adjacent to the rezoning area. Map I-A.2, Boundary/Existing Land Use Map, depicts the existing land uses on the surrounding properties. The Rezoning Area measures 3.262 acres and contains one parcel.

The uses permitted by this rezone are consistent with the Town of Marana's General Plan, Economic Road Map, and Strategic Plan. These important planning documents all foresee and, indeed, encourage commercial uses on the site and surrounding lands that will be permitted by this rezoning request. The surrounding properties will be minimally impacted by the rezone and by any proposed commercial development on the site. As discussed above, there are already existing commercial uses immediately to the north of the site, including a gas station, convenience store, bank, restaurants, professional offices, and other light

II□□ □□ □RE□ONIN□
AREA MAP



Rezone area

SCHEDULE B ITEMS Section II PER TITLE REPORT

3. Book 202 of Deeds Page 295 unlegible.
5. Drainage Easement and Restrictive Covenant Docket 13706 Page 3330 recorded December 16, 2009 and re-recorded in Docket 13724, Page 2067 January 13, 2010.
6. Temporary Construction Easement Docket 13706 Page 3355 recorded December 16, 2009 re-recorded January 13, 2010 in Docket 13724, Page 2097.

REFERENCE MAPS

1. Assessors parcel map
2. Road Map Book 7 Page 83
3. Right of Way Plan for Dove Mountain Blvd Extension Project No. 2001-52 Page Roadway Plan Tangerine Road Project No.2005-061 Page 349 of 352.
4. Record of Survey SEQ No.20111470013
5. Right of Way Plan for Dove Mountain Blvd Extension Project No. 2001-52 Page 348 of 352.
6. Record of Survey Book 5 Page 3 dated October 21 1986

CURRENT PROPERTY INFORMATION

Owners: GLP KANSAS CITY LLC
PO Box 414740
Kansas City, MO 64141-4740
Docket 10593 Page 1428
Parcel No. 216-02-015A
Zoning: Large Cat C
Acreage: 3.262 acres
Area: 142,115 square feet

LEGEND

EMB -	Electric meter box
FH -	Fire hydrant
HC -	Handicapped parking
IMB -	Irrigation meter box
IV -	Irrigation valve
LP -	Light pole
MH-	Manhole
OH -	Overhead utility lines
PP -	Power pole
S -	Sewer line
SP -	Service pole
SL-	Street light
Traff-	Traffic
TS -	Traffic sign
T Sig-	Traffic Signal
WM -	Water meter
WV -	Water valve

retail uses. The uses that will be permitted with this rezone will be consistent with these uses.

The property to the west and south of the site is undeveloped vacant land. Accordingly, the impacts, if any, to these lands will be minimal or nonexistent. Notably, the Town's General Plan anticipates commercial uses on the adjacent portions of these lands.

The property immediate to the east of the site is used as single family residential property. Any development of the site in the future will be compliant with the Town of Marana Land Development Code which, as noted above, contains special requirements to mitigate impacts on adjacent residential uses, including setbacks, screening, buffering, and landscaping.

D. TOPOGRAPHY

The topographic conditions identified in the Inventory and Analysis section of this document will not be altered through this process. As mentioned above, the owner has not submitted a development plan as of yet regarding this site. However, the owner understands that additional engineering and technical analysis will be required by the Town of Marana during the development plan process, and all topographical conditions will be addressed comprehensively at that time.

This site does not contain any hillsides, rock outcrops, or slopes of 15 percent or greater and thus any future development will not involve encroachment of these areas.

E. HYDROLOGY

As noted above, a definitive plan for future commercial development has not yet been prepared. The existing property owner will leave the site in its current condition as a vacant, undeveloped parcel until arrangements are made to develop the property commercially. Therefore, drainage conditions will not immediately change from their current state. At such time that a development plan is submitted for the site, the owner understands and acknowledges that a full drainage report will be required. The future drainage report shall be designed in conjunction with the Pima County Hydrology Method and all applicable design standards with the Town of Marana.

F. VEGETATION:

As discussed above, the property owner at the present time plans to leave the site in its current condition as a vacant, undeveloped parcel until further arrangements are made to develop the property commercially. The owner acknowledges and understands that adherence with the Environmental Resource Preservation, Native Plant Protective and Landscape Requirements contained in Title 17 of the Town of

Marana Land Development Code will be required upon submittal of the development plan. Adherence to the Native Plant Preservation Ordinance will be achieved and maintained during the development plan review process. The 'plant inventory' method will be employed and compliance will be demonstrated through the mitigation provisions of the LDC.

G. WILDLIFE:

As noted above, the owner is not submitting a development plan at the present time. As such, there will be no impact to wildlife with this rezoning request. It is unlikely that future development will impact wildlife either. The Town's Draft Habitat Conservation Plan does not identify any riparian habitat, aquatic habitat, existing wildlife corridors, or proposed wildlife corridors on the site. Additionally, the site is not located within the HCP Conservation Zones and Wildlife Linkages. The Draft HCP further identifies the site as Commercial. See Draft Environmental Impact Statement for the Town of Marana Habitat Conservation Plan, March 2009. Map I-E.1, Draft HCP Conservation Zones & Wildlife Linkages.

H. VIEWSHEDS

The visibility of the site can be achieved primarily from Tangerine Rd. and Twin Peaks Rd. from motorists, pedestrians and path users. When developed, the landscape buffers required with future development will adequately mitigate any potential negative visual impacts along those street frontages. High visibility of commercial developments is typically desired from arterial roadways, and such visibility will be sought when developed. But the owner will work cooperatively with the Town to promote a balance between visibility and promotion of aesthetics and visual attractiveness.

When developed, it is anticipated that views from the site to the north and of the Tortolita Mountains will be minimally impacted. Views to the west will be unimpaired. Views to the east of the Catalina Mountains may be slightly impacted; however, required buffers and screening will mitigate those impacts.

I. TRAFFIC

A tentative development plan is not included with this rezone application, as it is anticipated that the land uses within the rezoning area will remain unchanged in the near future. When arrangements are made to develop the property, a more detailed traffic analysis will be performed. Per discussions with the Town of Marana Traffic Engineering Division, the information required under Section II-I will be deferred until a development plan pertaining to the site is submitted. At that time, the owner will agree to implement the requirements of a forthcoming traffic study and analysis. The owner or developer will be responsible for all onsite and offsite improvements required as a result of proposed development.

J. PUBLIC UTILITIES

The site will be served with utilities as follows:

a. Sewer. The site is located within the service area of Pima County Regional Wastewater Reclamation Department (PCRWRD) and is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor. Capacity for this project is currently available in the two sewers to the north of Tangerine Road: G-2003-088 or G-2005-136. Due to topography, a lift station may be necessary. The owner / developer will obtain written documentation from RWRD that treatment and conveyance capacity is available for any new development within the rezoning area, no more than 90 days before submitting any tentative plat, development plan, preliminary sewer layout, sewer improvement plan or request for building permit for review. Sewer service agreements will be executed between the property owner/developer and the PCRWRD at the time of development plan review and approval and such agreements will be consistent with all terms and conditions reflected in the comment letter of December 1, 2014 submitted by the Planning Section of the PCRWRD in connection with this rezoning request.

b. Water. While the Town of Marana has no water infrastructure at or near the site, the site is within the service area of Town of Marana Utility Department. However, the City of Tucson's service area is immediately adjacent to the site and the City has water service infrastructure in the right of way at the south east corner of Tangerine Rd. and Twin Peaks Rd. The owner will work cooperatively with Town of Marana and the City of Tucson for the provision of water service to the site.

c. Electricity. The site is within the service area of Trico Electric Cooperative, Inc. and electric lines are adjacent to the site.

d. Natural Gas. Southwest Gas has main lines in the area but not on the site. When development occurs on the site, the owner will determine whether natural gas service is required and/or appropriate and, if so, will work with Southwest gas for the provision of such service.

Any necessary utility infrastructure or easements related to utility installation will be obtained by the developer at the time of development.

K. IMPACTS TO PUBLIC SERVICES

Due to the limited size of the project area, it is anticipated that future development will have minimal impact upon public services. Development within the rezoning area will be served by the Marana Police Department. The Town of Marana has a

Police substation located approximately 12 miles west of the site at 11555 West Civic Center Drive.

The entire project site is currently outside of all fire districts. The Northwest Fire District serves immediately adjacent areas to the north of the site. Northwest Fire has an existing station (No. 37) located approximately 1.5 miles north of the site at 13001 N. Tortolita Road. In order to adhere to the Town of Marana's 2010 General Plan, the project area will be annexed into the Northwest Fire District or into another public fire district.

The owner will contract with a private refuse hauling company to address solid waste needs.

Assuming that the site will be developed in a commercial capacity, it is expected that the development will have no impact upon the Marana Unified School District. Ultimately, the project will likely be financially beneficial to the Town of Marana and Marana Unified School District due to the additional sales tax and property tax generated by the future commercial development. Additionally, impacts to area public parks is anticipated to be minimal or non-existent.

L. RECREATION AND TRAILS

Given the size of the rezone site (3.262 acres), it is unlikely that recreational areas will be provided with future commercial development within the rezoning area. In the event that recreational space is provided, the ownership is likely to be retained by the owner of the respective property.

It is anticipated that any future commercial development will include a certain amount of natural or modified open space, as the Neighborhood Commercial zoning district requires a special buffer area adjacent to properties utilized or planned for residential development. Such areas of open space will likely be retained by the owner.

As discussed above, there is an existing Town of Marana maintained trail running north and south along the west side of Twin Peaks Road. Access to the trail from the rezone site may be facilitated through the signalized intersection at Twin Peaks Road and Tangerine Road. However, trail access may be limited or prohibited by future wildlife fencing installed as part of the Marana Capital Improvement Project for Tangerine Road. Trail access will be planned and coordinated in conjunction with and with the approval of the Town of Marana Capital Improvement Project manager for Tangerine Road.

M. CULTURAL, ARCHAEOLOGICAL AND HISTORIC RESOURCES

A cultural resources survey will be performed and submitted to the Town of Marana prior to or during the development review process. The owner will take all reasonably necessary measures for the protection of all cultural and historical

resources that may exist on the site and, if reasonably achievable, incorporate any such resources into any future commercial development.

PART III -- CONCEPTUAL DEVELOPMENT PLAN REQUIREMENTS

A. Conceptual Development Plan. A development plan is not included with this rezone application. The existing property owner will leave the site in its current condition as a vacant, undeveloped parcel until arrangements are made to develop the property commercially. At the present time, the owner does not anticipate that a development plan will be immediately forthcoming. Any future development proposed for the site will be required to adhere to all Town of Marana regulations including such development standards set for above in Part II section B.

B. Boundaries and Dimensions of the Subject Property. See Map III-B.1, Boundary Map.

C. Name and Right of Way Width of All Adjacent and Internal Streets and Alleys. There are no internal streets or alleys on the site. Tangerine Road is adjacent to the site on the north with a right-of-way width of 225 feet. As discussed above, an additional dedication of 125 feet for Tangerine Road will be required of the applicant as a condition of this rezoning. Twin Peaks Road is adjacent to the site on the west with a right of way width of 125 feet. N. Hollywood Blvd. is adjacent to the site on the south with a right-of-way width of 60 feet.

D. Location and Dimensions of All Proposed and Existing Buildings Involved. There are no existing or currently proposed buildings on the site.

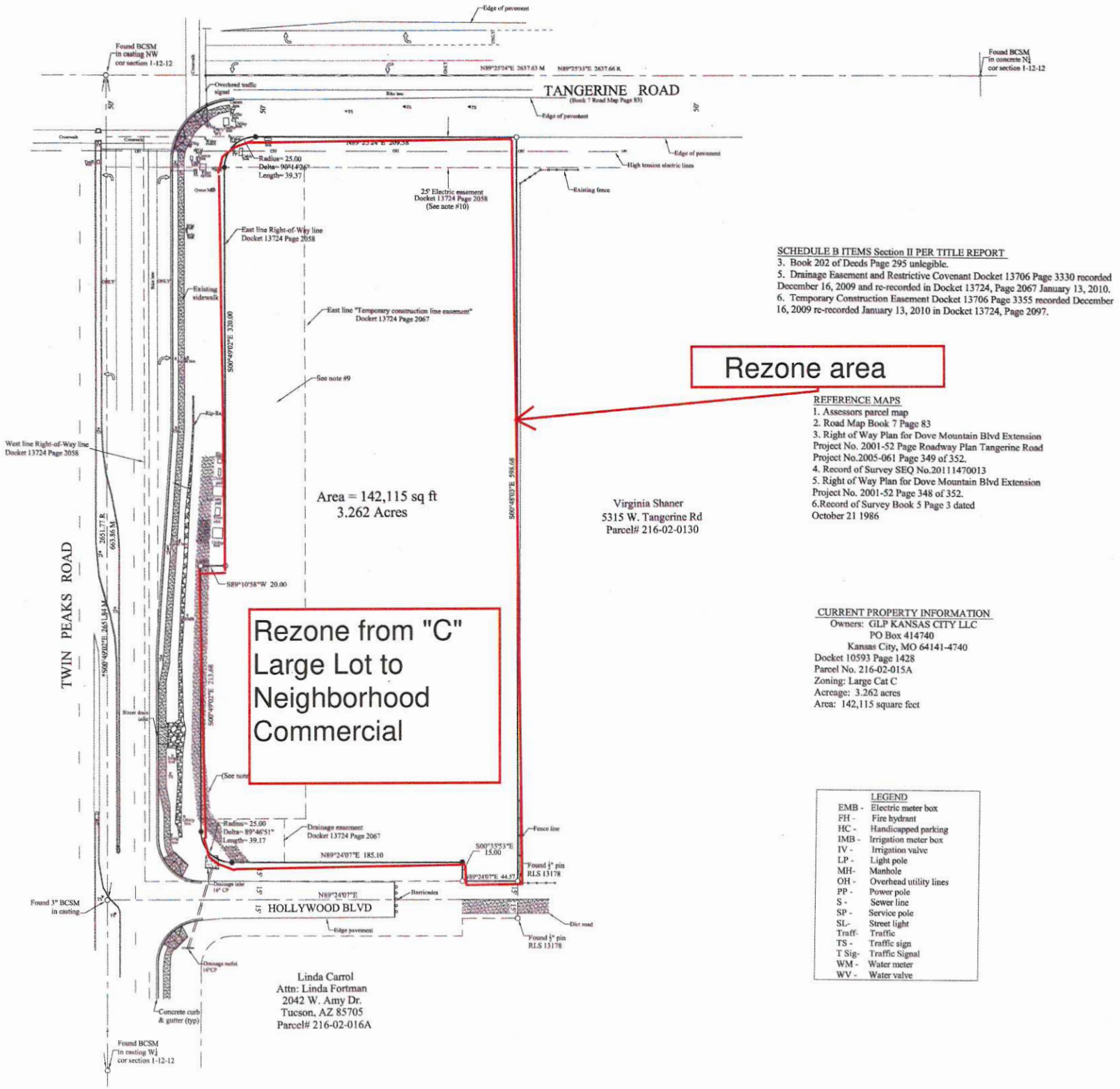
E. Existing Adjacent Structures. Bordering the site on the east is a residential lot of 4.3 acres in size. There are three single family structures of a single story as well as an outbuilding on the residential lot.

F. Existing and Proposed Land Use For Each Building Activity area. The rezone site is currently undeveloped vacant land. The proposed land use pursuant to this rezone application is commercial under the Neighborhood Commercial zoning designation.

G. Existing and Proposed Building Square Footages, Types of Units, Density and Lot Coverage Calculations and Building Heights. There are no existing or currently proposed buildings on the site. Future buildings will be of a single story commercial nature, but there is no development plans at the present time. When the site is developed, the owner or developer will submit a development plan with the Town of Marana and will comply with all density, set

☐O☐NDAR☐ MAP

III☐☐ ☐☐ ☐



SCHEDULE B ITEMS Section II PER TITLE REPORT

3. Book 202 of Deeds Page 295 unlegible.
5. Drainage Easement and Restrictive Covenant Docket 13706 Page 3330 recorded December 16, 2009 and re-recorded in Docket 13724, Page 2067 January 13, 2010.
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WV -	Water valve

back, lot coverage calculations, and building height regulations of the Town of Marana Land Development Code.

H. The Yards and Spaces Between Existing and Proposed Buildings. There are no existing or currently proposed buildings on the site.

I. Existing Topography and Proposed Grading, Showing All Slopes. The existing topography is depicted above in Part I, Map I-B.1, Topography Map. There is no proposed grading plan at the present time.

J. Proposed Parking Layout, Including Number of Spaces Required and Provided, Vehicular, Pedestrian and Service Accesses, Driveways, Maneuvering Areas, Loading and Trash Areas. This information will be provided upon submittal of a development plan with the Town of Marana.

K. Screen Locations, Existing and Proposed Walls, Fences, etc., Indicating Height, Design and Materials. This information will be provided upon submittal of a development plan with the Town of Marana.

L. The Location and Description of Any Storage or Open Land Activities to Take Place Outside the Buildings, Including Square Footage of Such Activities. This information will be provided upon submittal of a development plan with the Town of Marana.

M. Landscape Concept Plan. This information will be provided upon submittal of a development plan with the Town of Marana.

N. Location of All Existing Trees or Manmade Features Which are to Remain or be Removed. This information will be provided upon submittal of a development plan with the Town of Marana.

O. Current and Proposed Locations of All Utilities to Service the Project, Including Electrical Telephone, Water, Sewer and Gas, including Easements. As discussed above in Section II J, there is sewer capacity currently available in two existing Pima County Regional Wastewater Reclamation Department (PCRWRD) sewers to the north of Tangerine Road near the site. City of Tucson water has water service mains immediately adjacent to the northwest corner of the site. Southwest Gas has service infrastructure in the area. There are various providers of telephone service in the area. When a development plan is submitted with the Town of Marana, the owner will make arrangements to procure necessary services and will grant utility easements as necessary and appropriate.

P. Location, Size, and Dimensions of Existing and Proposed Signs. There are no existing or proposed signs on the property.

Q. The Locations and Description of the Amenities Proposed. This information will be provided upon submittal of a development plan with the Town of Marana.

BIBLIOGRAPHY

Existing Land Use Information Sources: Survey by Everett Trueblood Land Surveying; Town of Marana; Marana Geographic Information System (MARGIS); Pima County MapGuide; Pima County Assessor's Office; existing aerial photography; site visits / survey.

Topography Sources: Pima Association of Governments; Topographic mapping MARGIS; Pima County MapGuide.

Hydrology Sources: Preliminary Drainage Study, dated August 29, 2011, by Mike Hansen, PE; Stormwater Detention/Retention Manual, Pima County Department of Transportation and Flood Control District/ City of Tucson DOT; Pima County Arizona and Unincorporated Areas Flood Insurance Rate Map.

Well Sites: Arizona Department of Water Resources – well registry.

Vegetation Sources: Town of Marana Geographic Information System (MARGIS); site survey.

Wildlife Sources: The State of Arizona Game and Fish Department; Town of Marana Habitat Conservation Plan.

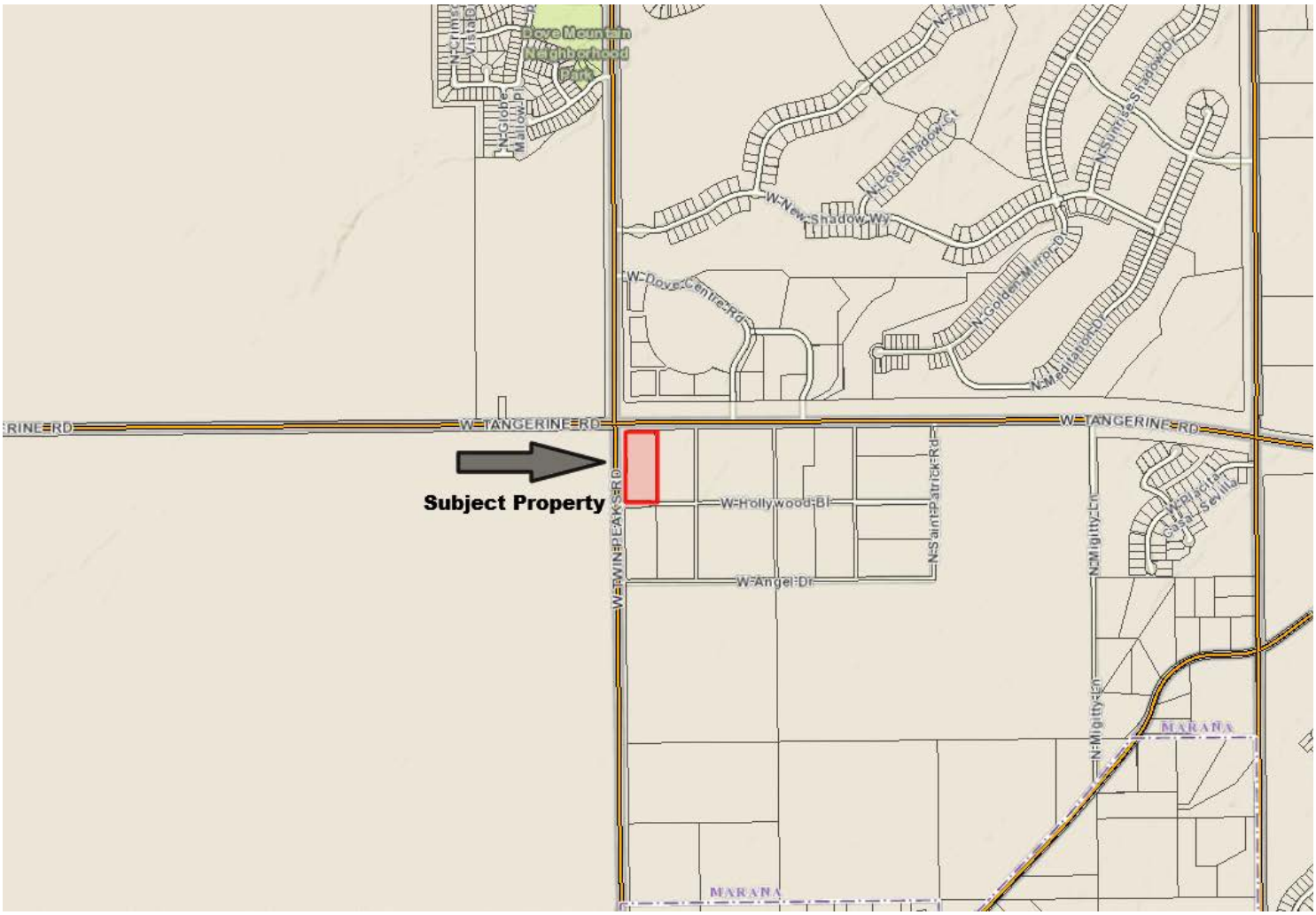
Viewshed Sources: Site survey.

Traffic Sources: Town of Marana; Pima Association of Governments.

Recreation and Trails Sources: Town of Marana, Parks and Recreation Department, Parks Master Plan.

Cultural/Archaeological/Historic Resources Sources: Town of Marana.

PLANNING



□o□ation Map

Case: PCZ1410-002 Twin Peaks & Tangerine Rezoning

Location: Southeast corner of Twin Peaks Rd & Tangerine Rd intersection

Re□□est□Approval to change the zoning of 3.2 acres from "C" Large Lot Zone to "NC" Neighborhood Commercial

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)	216-02-015A			**General Plan Designation (To be confirmed by staff)**	Commercial
Gross Area (Acre/SF)	3.262 acres / 142,115 sq ft			**Current Zoning (To be confirmed by staff)**	"C" Large Lot
Development / Project Name	TRP Twin Peaks			**Proposed Zoning**	Neighborhood Comm
Project Location	Southeast corner of Tangerine Road and Twin Peaks Road				
Description of Project*	Rezone				
Property Owner	TRP Twin Peaks, LLC				
Street Address	12090 N. Thornydale Road, Suite 106				
City Marana	**State** AZ	**Zip Code** 85658	**Phone #** 520-906-4155	**Fax #**	**E-Mail Address**
Contact Person	Del Post			**Phone Number / E-mail** 520-850-0508 / dpost@dmllaw.com	
Applicant	same as owner				
Street Address					
City	**State**	**Zip Code**	**Phone #**	**Fax #**	**E-Mail Address**
Contact Person				**Phone Number / E-mail**	
Agent/Representative	Del Post of Datsopoulos MacDonald & Lind, P.C.				
Street Address	201 W. Main St., Suite 201				
City Missoula	**State** MT	**Zip Code** 59802	**Phone #** 520-850-0508	**Fax #** 406-543-0134	**E-Mail Address** dpost@dmllaw.com
Contact Person	Del Post			**Town of Marana Business License No.**	131291

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.)**

TRP Twin Peaks, LLC — Print Name of Applicant/Agent

R Robert Brown — Signature

27 OCT 14 — Date

CaseLog# PC21410-002 Date Received 10-30-14 Signature CBivin

CRW# N/A

TANGERINE AND TWIN PEAKS REZONING CONDITIONS

COMPARISON OF CONDITIONS AS PRESENTED TO THE COMMISSION ON DECEMBER 17, 2014 AND THOSE PRESENTED TO THE COUNCIL ON JANUARY 20, 2015

The Legal Department and Planning Department worked together over the holidays to create a standard rezoning ordinance template, primarily to simplify and standardize the ordinance and rezoning condition language. The rezoning ordinance for the Tangerine and Twin Peaks Rezoning uses the new template, and makes revisions to the list of staff-recommended conditions of rezoning as presented in the Planning Commission's December 17 meeting agenda packet. The following table compares the list of staff-recommended conditions found in the rezoning ordinance draft presented as part of the Council's January 20 meeting agenda materials (the "Is" column) to those presented to the Commission (the "Was" column).

IS	WAS	EXPLANATION
1	1	Effect on prior and existing ordinances clarified and reworded
2	3	Standard master drainage study provision clarified by using words and phrases as defined the ordinance
3	13	Standard traffic impact analysis provision clarified by using words and phrases defined in the ordinance
4	5	Standard water infrastructure and phasing plan provision clarified by using words and phrases defined in the ordinance and re-worded to conform to current standard procedures
5	6	Standard master sewer plan provision clarified by using words and phrases defined in the ordinance and re-worded to conform to current standard procedures
6	13	New standard condition to require construction and dedication of any facilities as identified in the approved traffic, drainage, water, and sewer plan. The old comprehensive traffic study condition (#13) included this language for traffic infrastructure, but the requirement was implied for other types of infrastructure. Now it is spelled out.
7	4	Standard federal or state law conformance provision clarified by using words and phrases defined in the ordinance
8	7	Standard water rights transfer provision clarified by using words and phrases defined in the ordinance
9	8	Standard Corps of Engineers provision clarified by using words and phrases defined in the ordinance
10	N/A	Standard desert tortoise study provision was omitted from commission list
11	2	Standard no further lot splitting provision clarified by using phrase defined in the ordinance
12	9	Special right of way condition clarified by using words and phrases defined in the ordinance
13	10	Special right of way condition clarified by using words and phrases defined in the ordinance
14	11	No change
15	12	Special Rezoning Site Analysis provision clarified for chronological consistency

IS	WAS	EXPLANATION
16	14	Standard fire district annexation provision clarified by using words and phrases defined in the ordinance
17	15	No change
18	N/A	Added by Planning Commission

1. ~~All of the conditions of existing ordinances remain applicable to the Rezoning Area except for any conditions that have been modified by this Ordinance, in which case, the modified conditions shall take precedence.~~Compliance with all applicable provisions of the Town's ~~Codes~~codes and ~~Ordinances~~ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.

2. ~~3.~~ A master drainage study must be submitted by the ~~Developer/~~Property ~~Owner~~Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.

3. ~~13. The Developer/Owner shall be responsible for submitting a comprehensive traffic study at the development plan stage of the project. Any roadway or traffic control improvements required by the findings of the Town-accepted traffic study shall be designed and constructed by the Owner/Developer~~A detailed traffic impact analysis must be submitted by the Property Owners and accepted by Town staff prior to approval of a preliminary plat or development plan for any portion of the Rezoning Area. The exact location and operations of any proposed driveways for the development of the Rezoning Area will require the approval of the Town Engineer based on the findings of the traffic ~~study~~impact analysis~~ and shall include Hollywood Boulevard~~.

4. ~~5. The property is within the intended water service area of the Town of Marana. Prior to approval of a plat or development plan, the Developer/Property Owner will submit a Water Infrastructure and Phasing Plan (WIP), identifying water use, fire flow requirements, and all major~~A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the water provider prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development~~, including~~ . The WIP shall include all information required by the water provider, such as (but not limited to~~,~~) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure~~. This plan will be the basis for a Water Service Agreement for the project~~ needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.

5. ~~6. A Sewer Service Agreement and Master Sewer Plan shall~~A master sewer plan must be submitted by the ~~Developer/~~Property ~~Owner~~Owners and accepted by the Pima County Regional Wastewater Reclamation Department (the "wastewater ~~provider~~utility") prior to the approval of ~~a~~any final plat or development plan~~.~~ for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the

proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

6. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.

7. ~~4.~~ 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 land owner~~Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. ~~Appropriate~~The Property Owners should retain appropriate experts ~~should be retained~~ and consult appropriate federal and state agencies ~~should be consulted~~ to determine any action necessary to assure compliance with applicable laws and regulations.

8. ~~7.~~ The ~~property owner~~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 ~~developer/~~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.

9. ~~8.~~ Prior to the issuance of any grading permits ~~for this project~~, the Property Owners shall submit evidence ~~shall be submitted~~ to the Town that all federal permit ~~regulations~~requirements have been met through the ~~Army~~ Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

10. 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.

11. ~~2.~~ The ~~property owner~~Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

12. ~~9.~~ The ~~Developer/~~Property ~~Owner~~Owners shall dedicate ~~or cause to have dedicated~~ an additional 75 feet of land along the northerly property line of the Rezoning Area to the Town of Marana.

13. ~~10.~~ The ~~Developer/~~Property ~~Owner~~Owners shall dedicate ~~or cause to have dedicated~~ an additional 15 feet of land along a portion of the southerly property line of the Rezoning Area to the Town of Marana that will complete the full 60 foot half width of right of way ~~on~~for Hollywood Boulevard.

14. ~~11.~~ A cultural resources survey must be completed and submitted to the Town for review and approval prior to any site disturbance

15. ~~12. The Rezoning Site Analysis document may be subject to~~Town staff is authorized to require minor grammatical and illustrative changes ~~prior to Town Council consideration~~to the Rezoning Site Analysis document.

16. ~~14.~~ Before recordation of a final plat or the approval of a development plan, the ~~Owner/Developer~~Property Owners shall have completed or shall provide evidence to the Town's satisfaction that the ~~Developer has~~Property Owners have made a diligent effort to complete the process of having the ~~Property~~Rezoning Area annexed into a fire district or have otherwise ~~provide~~provided for fire protection service to the Rezoning Area.

17. ~~15.~~ No residential uses shall be allowed in the Rezoning Area.

18. Development plans for the Rezoning Area shall require approval of the Planning Commission at a public hearing.

Document comparison by Workshare Compare on Tuesday, January 06, 2015 3:07:59 PM

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Document 1 ID	file://X:/WDOX/TNATDOCS/DEVELOP/TPCORR/00040655.DOCX
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Document 2 ID	file://X:/WDOX/TNATDOCS/DEVELOP/TPCORR/00040649.DOCX
Description	00040649
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Insertions	49
Deletions	54
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	107

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 2

To: Mayor and Council

From: Cynthia Ross, Planner II

Date: January 20, 2015

Strategic Plan Focus Area:
Community

Subject: PUBLIC HEARING: Ordinance No. 2015.003: Relating to Development; amending Marana Ordinance No. 2002.19, which rezoned approximately 61.2 acres of land located on the west side of Silverbell Road, south of Ina Road from Zone R-144 to R-16, by increasing the maximum number of residential units from 41 to 56, increasing the total site disturbance from 30% to 37%, and making various other modifications (Cynthia Ross)

Discussion:

Background

The Mayor and Council adopted Marana Ordinance No. 2002.19 on September 17, 2002, rezoning approximately 61.2 acres of land from the "R-144" zoning designation (Single Family Residential, minimum lot size 144,000 square feet) to the "R-16" zoning designation (Single Family Residential, minimum lot size 16,000 square feet) for the purpose of developing a 41 lot single family residential subdivision.

Applicant Proposal to Modify Rezone Conditions

The applicant proposes to modify the original rezoning conditions 6, 7, 9, 13, 19 and 22 from Marana Ordinance No. 2002.19. Substantial changes in the applicant's proposal are conditions 9 and 13. In condition 9, the applicant proposes to increase the number of lots from 41 to 59, an additional 18 lots, and increase the disturbance from 30% to 37%, a 7% increase. In condition 13, the applicant proposes to remove the condition that restricts 2-story homes to lots along Silverbell Road. Eight 2-story homes are currently allowed in the subdivision. This proposal would increase the number of 2-story home lots from 8 to 25, an additional 17 potential 2-story home lots.

Staff's Review of the Proposal

Staff's review of the applicant's request to modify certain rezoning conditions includes an analysis of the 23 original rezoning conditions found in Ordinance 2002.19. The intent, in addition to reviewing the applicant's requested changes is to ensure that the rezoning conditions are current, accurate and comprehensive. Minor wording adjustments have been recommended for rezoning conditions other than those specifically requested by the applicant. Finally, additional conditions have been recommended which are common provisions in today's rezoning language. These new conditions, as well as the modified conditions, will ensure the development meets the intent of the Town of Marana's adopted policies and procedures. An explanation has been provided as an attachment that details the changes made to the rezoning conditions.

Planning Commission Public Hearing

A public hearing on this case was held by the Planning Commission on December 17, 2014. The Commission recommended approval of 36 rezone conditions to include the 23 modified existing conditions, staff recommended conditions, and the recommended conditions outlined in a letter from the Coalition for Sonoran Desert Protection dated 12/16/14.

The following condition modifications are important to highlight as they will substantively change the conditions of the original ordinance.
Condition #9 – Modification would limit the maximum number of lots to 56. The applicant requested 19 additional lots for a total of 59. The Planning Commission requested 3 lots (reflected on the tentative development plan) be removed on the west side of the Rezoning Area supporting a total of 56.
Condition #13 - Modification would require that all homes in the subdivision be limited to 1-story with certain peripheral lots (identified in the tentative development plan) limited to a maximum height of 20 feet. The original ordinance allowed for eight 2-story homes.
Condition #14 - Changes the average graded pad envelope of 10,000 to include driveways, but not utilities; require the pad envelopes be graded individually; prohibits mass grading of the entire 58.78 gross acre parcel; and requires grading envelopes in excess of 10,000 to be re-vegetated with vegetation identical to that existent on the pad.

Recommendation to Town Council

The Legal Department and Planning Department worked together over the holidays to create a standard rezoning ordinance template, primarily to simplify and standardize the ordinance and rezoning condition language. The rezoning ordinance for the Ina and Silverbell Rezoning Area uses the new template, and makes revisions to the list of staff-recommended conditions of rezoning as presented in the Planning Commission's December 17 meeting agenda packet. The ordinance presented for Council approval has eliminated the following Planning Commission recommended conditions because they would be redundant to rezoning language found in the standard rezoning ordinance template.

- Change the affected lots within the Floodplain and Erosion setbacks that will require Floodplain Use Permits to lots 34-55; **See condition 1 of Ordinance No. 2015.003**
- Clarify that the lots that have a cross slope greater than 15% will be based on an "average" cross slope; **See condition 1 of Ordinance No. 2015.003**
- All required fees of the Marana South Transportation Benefit Area shall be paid by the

developer in accordance with Ordinance 2014.012;**See condition 1 of Ordinance No. 2015.003**

- The property owner shall dedicate, or cause to have dedicated, the necessary rights-of-way for the Ina and Silverbell Rezoning Area including any necessary dedications along Silverbell Road; **See condition 7 of Ordinance No. 2015.003**
- A detailed traffic analysis shall be submitted and accepted by staff prior to approval of any preliminary plat; **This has already been completed and accepted by the town staff**
- Prior to or upon requesting a building permit for a lot, the lot owner shall obtain a Type 1 grading permit form the Town of Marana prior to commencing any grading operation; **See condition 1 of Ordinance No. 2015.003**
- Lots located within the floodplain and Erosion Hazard Setback line will require a Floodplain Use Permit. Lots affected are Lots 34-55; **See condition 1 of Ordinance No. 2015.003**
- Lots that develop on 15% or greater slopes shall comply with Marana's Hillside Development Zone ordinance; **See condition 1 of Ordinance No. 2015.003**

A super-majority or three-fourths favorable vote is required to affirm this request. The protest letters received from those qualifying adjacent property owners are included in the attachments for your review.

Staff Recommendation:

Staff recommends approval subject to the recommended conditions.

Suggested Motion:

I move to adopt Ordinance 2015.003, approving the Ina and Silverbell Change of Conditions subject to the recommended conditions.

Attachments:

Ordinance 2015.003
Tentative Development Plan - Exhibit A
Impacted Parties
Invasive Non-Native Species Subject to Control List
Location Map
Ordinance 2002.19
Change of Rezone Request Letter
Coalition for Sonoran Desert Protection Letter
Comparison of Conditions
History of Rezoning Conditions
Protest Letters

MARANA ORDINANCE NO. 2015.003

RELATING TO DEVELOPMENT; AMENDING MARANA ORDINANCE NO. 2002.19, WHICH REZONED APPROXIMATELY 61.2 ACRES OF LAND LOCATED ON THE WEST SIDE OF SILVERBELL ROAD, SOUTH OF INA ROAD FROM ZONE R-144 TO R-16, BY INCREASING THE MAXIMUM NUMBER OF RESIDENTIAL UNITS FROM 41 TO 56, INCREASING THE TOTAL SITE DISTURBANCE FROM 30% TO 37%, AND MAKING VARIOUS OTHER MODIFICATIONS

WHEREAS Fidelity National Title Trust 60204 and its beneficiary C & C Construction (collectively the "Property Owners") own the Ina & Silverbell subdivision recorded in the office of the Recorder of Pima County, Arizona on May 11, 2006 in Book 61 of Maps and Plats at Page 20, Sequence 20060910729, consisting of a gross area of 58.78 acres of land (the "Rezoning Area"); and

WHEREAS the Mayor and Council of the Town of Marana adopted Marana Ordinance No. 2002.19 on September 17, 2002, recorded in the office of the Pima County Recorder on September 27, 2002 at Docket 11894, Page 5220, Sequence 20021880958 ("the Original Rezoning Ordinance"); and

WHEREAS the Original Rezoning Ordinance rezoned the Rezoning Area from R-144 (single family residential, minimum lot size 1440,000 sq. ft.) to "R-16" (single family residential, minimum lot size 16,000 sq. ft.), subject to certain conditions set forth in the Original Rezoning Ordinance; and

WHEREAS the Property Owners have submitted an application to modify the conditions of rezoning set forth in the Original Rezoning Ordinance; and

WHEREAS the Marana Planning Commission held a December 17, 2014 public hearing on Property Owners' application to modify the rezoning conditions, and voted 5 to 1 with one Commissioner absent to recommend that the Town Council amend the rezoning conditions as modified and supplemented by the Commission based on feedback from the Property Owners, the public, Town staff, and the Coalition for Sonoran Desert Protection; and

WHEREAS the Marana Town Council held a January 20, 2015 public hearing on Property Owners' application to modify the rezoning conditions and determined that the requested application should be approved subject to certain amendments.

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

Section 1. The rezoning adopted by the Original Rezoning Ordinance and amended by this ordinance is referred to as "this Rezoning."

Section 2. The conditions of rezoning set forth in the Original Rezoning Ordinance are hereby replaced with the following conditions of rezoning, 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 and their successors in interest (all of whom are collectively included in the term "Property Owners" in the following conditions):

1. Compliance with all applicable provisions of the Town's Codes and Ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in substantial conformance with the tentative development plan (shown as "Exhibit A" attached to and incorporated by this reference in this ordinance) presented to and approved by the Town Council as part of this Rezoning.
3. A master drainage study must be submitted by the Property Owners and accepted by the Town Engineer prior to Town approval of a preliminary plat or development plan for any portion of the Rezoning Area.
4. The Property Owners shall design and construct a continuous left-turn lane along the entire frontage of the Rezoning Area. The design shall be subject to approval by the Town Engineer.
5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the water provider prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.
6. A master sewer plan must be submitted by the Property Owners and accepted by Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.
7. The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.

8. The final design of all streets and circulation facilities, including any gated or emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.

9. The Rezoning Area shall be limited to a maximum of 56 lots. (Lots 55, 56, and 57 as shown on Exhibit A shall be eliminated.) Site disturbance in the Rezoning Area shall not exceed 37% or 948,000 square feet.

10. No approval, permit or authorization by the Town of Marana authorizes violation of any Federal or State law or regulation or relieves the Property Owners from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. The Property Owners should retain appropriate experts and consult appropriate Federal and State agencies to determine any action necessary to assure compliance with applicable laws and regulations.

11. 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.

12. Prior to the issuance of any grading permits, the Property Owners shall submit evidence to the Town that all federal permit requirements have been met through the Army Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

13. The Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

14. The Property Owners shall provide the necessary authorization and documentation from the Western Area Power Administration (WAPA) with the subsequent plat submittal.

15. All open space easements and wildlife corridors shall be left entirely undisturbed and in their natural desert state, except for necessary utility installations, which shall be revegetated. All such easements and corridors shall be dedicated to the appropriate entity, acceptable to the Town and at a time acceptable to the Town. All utilities shall be underground, and all utility trenches shall be revegetated to be identical with the surrounding desert with the exception of the overhead electric WAPA easement which shall be to WAPA specifications.

16. No home in the Rezoning Area shall exceed one story. Lots 23-34 and Lots 55 and 59 as shown on Exhibit A shall have a maximum height of 20 feet.

17. The preliminary plat for the Rezoning Area shall establish a minimum lot size of 16,000 square feet, with an average graded pad envelope of 10,000 square feet, including driveways, but not including utility installations. Pad envelopes will be graded individually. The 58.78 acre Rezoning Area parcel will not be mass graded. Any graded building envelope in excess of 10,000 square feet shall be re-vegetated with vegetation identical to that existent on the site.

18. There shall be no connectivity between Waycross Road, Martingale Lane, Bridle Way, or Abington Lane and any access point, right of way, road, or lot within the Rezoning Area.

19. Any grading within areas of 15% or greater slopes for driveways, walls, or other utilities shall be minimized and require approval by the Town Engineer.

20. There shall be a 75-foot "No Disturbance" bufferyard along the southern boundary of the development, except on Lot 33 (as identified on Exhibit A) which shall provide a 100-foot "No Disturbance" bufferyard.

21. There shall be a 40-foot "No Disturbance" bufferyard along the western boundary.

22. The Property Owners, through the Town of Marana's normal notification process, shall notify the impacted parties, as specified in Exhibit B attached to and incorporated by this reference in this ordinance, if any request is made to modify, eliminate, or add to the conditions listed in this ordinance.

23. The minimum width of the two designated wildlife corridors shall be 200 feet and, where possible, revegetation shall occur in disturbed areas beyond the 200-foot minimum width.

24. These conditions in their entirety, and all associated attachments, shall apply to the current proposal and to any and all subsequent proposals regarding development, subdivision, or rezoning of the Rezoning Area.

25. This Rezoning is subject to the Residential Design Standards found in the Marana Land Development Code as amended from time to time.

26. The Property Owners agree to enter into a finance contract establishing their contribution for schools. The Property Owners shall provide written documentation that an agreement with the Marana Unified School District is completed prior to the issuance of the first single-family residential building permit for the Rezoning Area. A receipt of payment shall be provided with each individual residential building permit.

27. No fences or walls shall be constructed on lot lines outside the individual grading disturbance envelopes for each lot, and such language shall be placed in the Conditions, Covenants and Restrictions.

28. All outdoor lighting shall be down-lit and shall adhere to "dark sky-friendly" lighting design, and such language shall be placed in the Conditions, Covenants and Restrictions.

29. The centerline of the internal loop road's southern entrance to Silverbell Road will be no less than 340 feet north of the 100-year floodplain of the Animal Wash, the large wash shown on the southern portion of the tentative development plan and such language shall be placed in the Conditions, Covenants and Restrictions.

30. There will be no grading encroachment into the Erosion Hazard Setback on Lots 18-25 inclusive, Lots 34-46 inclusive, Lots 49-50, and Lots 52-55 (as identified in Exhibit A) and such language shall be placed in the Conditions, Covenants and Restrictions.

31. All Natural Undisturbed Open Space set-asides shall be protected in perpetuity, by either a Restrictive Covenant or Conservation Easement and such language shall be placed in the Conditions, Covenants and Restrictions. Prior to or upon requesting a building permit for any lot in the Rezoning Area, the Property Owners shall record a covenant, to run with the land, memorializing the terms of this condition.

32. Free-ranging domestic animals shall be prohibited in the subdivision and such language shall be placed in the Conditions, Covenants and Restrictions.

33. No backyard gates shall be constructed leading to undisturbed open space areas on each lot or within the two onsite wash corridors and such language shall be placed in the Conditions, Covenants and Restrictions.

34. Upon the effective date of this Ordinance, the Property Owners shall have a continuing responsibility to remove from the Rezoning Area invasive non-native species, including those listed in Exhibit C attached to and incorporated by this reference in this ordinance. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. Property Owners and future owners of individual lots in the Rezoning Area shall keep private lots including enclosed yards free of invasive non-native plant species detailed in Exhibit C. Prior to or upon requesting a building permit for any lot in the Rezoning Area, the Property Owners shall record a covenant, to run with the land, memorializing the terms of this condition.

35. The Property Owners shall place "no trespassing" signs along the south boundary of the Rezoning Area and signs directing people to stay out of the washes.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 20th day of January, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Exhibit A – Tentative Development Plan





LEGEND

Subject Property

Impacted Parties

NORTH 0' 300' 600'

Exhibit B – Impacted Parties

FILE NAME: Impacted Parties_6x8_CAC-04.mxd

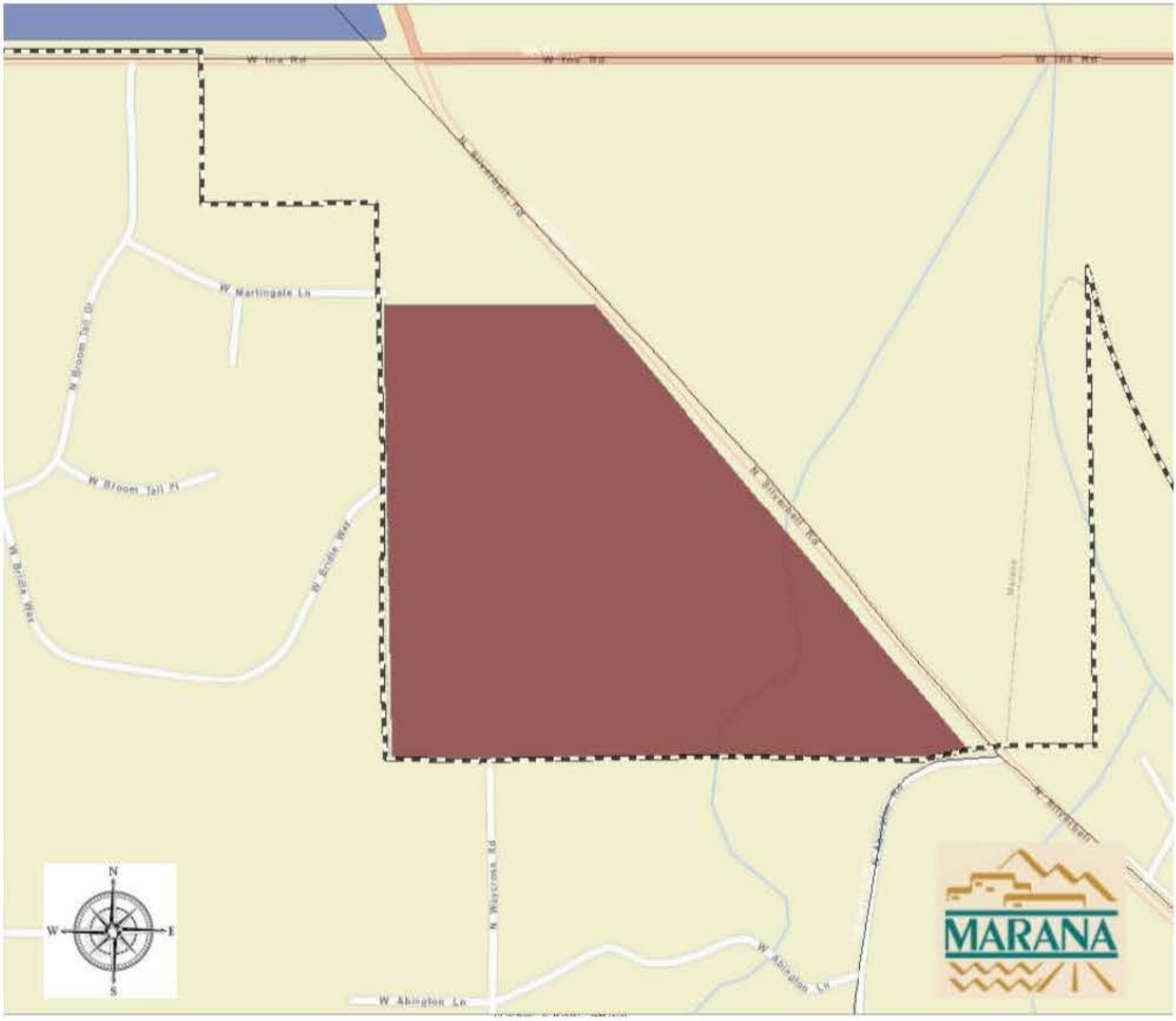
SOURCE: Pima County GIS, 2014

Exhibit C

Invasive Non-Native Plant Species Subject to Control

Scientific Name	Common Name
Ailanthus altissima	*Tree of Heaven*
Alhagi pseudalhagi	*Camelthorn*
Arundo donax	*Giant reed*
Brassica tournefortii	*Sahara mustard*
Bromus rubens	*Red brome*
Bromus tectorum	*Cheatgrass*
Centaurea melitensis	*Malta starthistle*
Centaurea solstitalis	*Yellow starthistle*
Cynodon dactylon	*Bermuda grass (exclude sod hybrid)*
Digitaria spp.	*Crabgrass*
Elaeagnus angustifolia	*Russian olive*
Eragrostis spp.	*Lovegrass (exclude E. intermedia, plains lovegrass)*
Melinis repens	*Natal grass*
Mesembryanthemum spp.	*Iceplant*
Peganum harmala	*African rue*
Pennisetum ciliare	*Buffelgrass*
Pennisetum setaceum	*Fountain grass*
Rhus lancea	*African sumac*
Salsola spp.	*Russian thistle*
Schinus spp.	*Pepper tree*
Schismus arabicus	*Arabian grass*
Schismus barbatus	*Mediterranean grass*
Sorghum halepense	*Johnson grass*
Tamarix spp.	*Tamarisk*

Ina & Silverbell Rezone
Change of Rezone Conditions
PCM1410-002



A request by Fidelity National Title Tr 60204 to modify the rezoning conditions of Marana Ordinance 2002.19, adopted on September 17, 2002, approving the Ina and Silverbell Rezone of approximately 58.78 acres. The property lies approximately 1.2 miles west of Interstate 10 on Silverbell Road approximately one-quarter mile south of the intersection of Ina and Silverbell roads.

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.

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: MMW
DEPUTY RECORDER
0503 PE1

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

DOCKET: 11894
PAGE: 5220
NO. OF PAGES: 6
SEQUENCE: 20021880958
09/27/2002
ORDIN 16:38

MAIL

AMOUNT PAID $ 8.50

MARANA ORDINANCE NO. 2002.19

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, APPROVING A REZONE REQUEST BY THE UNIVERSITY OF ARIZONA FOUNDATION, TO REZONE APPROXIMATELY 61.2 ACRES OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 12 EAST, ON THE WEST SIDE OF SILVERBELL ROAD, SOUTH OF INA ROAD, FROM ZONE "R-144" (SINGLE FAMILY RESIDENTIAL, MINIMUM LOT SIZE 144,000 SQ. FT.), TO "R-16" (SINGLE FAMILY RESIDENTIAL, MINIMUM LOT SIZE 16,000 SQ. FT.), ASSESSOR'S PARCEL NUMBER 214-040-0430.

WHEREAS, The University of Arizona Foundation is the owner of approximately 61.2 acres of land located in the Northeast Quarter of Section 2, Township 13 South, Range 12 East, west of Silverbell Road, south of Ina Road, as depicted on Exhibit "A", attached hereto and incorporated herein by this reference; and

WHEREAS, in reviewing the rezoning request, staff recommended to the Planning and Zoning Commission the approval of the rezoning request subject to several conditions; and

WHEREAS, the Marana Planning Commission, after a public hearing, considered this rezoning request on June 26, 2002, and voted 5 to 1 in favor of recommending that the Town Council approve said rezone, adopting the recommended staff conditions; and

WHEREAS, the Marana Town Council heard from representatives of the owner, staff and members of the public at the regular Town Council meeting held September 17, 2002, and has determined that the rezoning is in conformity with the General Plan and should be approved, subject to 23 conditions.

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

Section 1. The zoning of approximately 61.2 acres located in the northeast quarter of Section 2, Township 13 South, Range 12 East, west of Silverbell Road and south of Ina Road, is hereby changed from zone "R-144" (single family residential, minimum lot size 144,000 sq. ft.), to "R-16" (single family residential, minimum lot size 16,000 sq. ft.), Assessor's Parcel Number 214-040-0430.

Section 2. The purpose of this rezoning is to allow the creation of single family detached homes, subject to the following conditions:

1. This rezoning is valid for three years from the date of Town Council approval provided that if the developer fails to have a plat recorded prior to the three years the property shall revert to the original zoning without further action by the Town Council.

2. Compliance with all provisions of the Town's Codes, Ordinances and policies of the General Plan.
3. The preliminary plat shall be in general conformance with the tentative development plan.
4. Archaeological surface inspection shall be conducted and have clearance provided prior to any ground disturbing activities.
5. The applicant shall provide the necessary authorization and documentation and from the Western Area Power Administration (WAPA) with the subsequent plat submittal.
6. The final arrangement of lots 38 - 41 as well as the design and arrangement of the access that serves these lots shall be configured in such a way that is satisfactory to the Town Engineer and the Planning Director.
7. Access to Lot 8 shall be from Silverbell Road and shall be at a location acceptable to the Development Services Administrator.
8. A continuous left turn lane shall be installed at the applicant's expense along the project site's frontage on Silverbell Road, subject to the approval of the Development Services Administrator.
9. The rezoning site shall be limited to a maximum of 41 lots. The project's gross site disturbance shall not exceed 30%.
10. All open space easements, public trails, and/or wildlife corridors shall be left entirely undisturbed and in their natural desert state, except for necessary utility installations, as approved by the Development Services Administrator, which shall be revegetated. All such easements, trails, and corridors shall be dedicated to the appropriate entity, acceptable to the Town and at a time acceptable to the Town. All utilities shall be underground, and all utility trenches shall be revegetated to be identical with the surrounding desert, where practical.
11. No approval, permit, or authorization of the Town of Marana authorizes the applicant and/or landowner to violate any applicable federal or state laws or regulations, or relieves the applicant and/or landowner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. You are hereby advised to retain appropriate expert and/or consult with appropriate federal and state agencies to determine any actions necessary to assure compliance with applicable laws and regulations.
12. All required fees of the Marana South Transportation Benefit Area shall be paid by the developer in accordance with Ordinance 2001.02.
13. No home on the proposal site shall exceed one (1) story, except along Silverbell Road, which may be two (2) stories. Lots adjacent to the west property line (tdp lot numbers 18, 31, 36 and 37) shall be limited to a maximum height of 20-feet. However there will be an 18-foot building height contour line that cannot be exceeded, that will be determined based upon the highest existing elevation in the building envelope. Lots adjacent to the south property line (tdp lot numbers: 11,12, 13, 14, 15, 16 and 17) shall be limited to a maximum height of 20 feet.
14. The preliminary plat for the project site shall establish graded pad envelopes not to exceed 16,000 square feet, with an average graded pad envelope of 14,400 square feet, not including driveways and utility installations. Any graded area in excess of 14,400 square feet shall be revegetated to be identical with the surrounding vegetation.
15. There shall be no connectivity between Waycross Road, Martingale Lane, Bridle Way, or Abington Lane and any access point, right of way, road, or lot within the project area.
16. Combined with Condition 10.
17. Any grading within areas of 15 % or greater slopes for driveways, walls, or other utilities shall be minimized and require approval by the Development Services Administrator and the Planning Director.

18. The developer shall agree to enter an agreement with the impacted parties, as specified in Exhibit "B", regarding development standards for lots 12-19 and 31-38 and any encroachment into undisturbed buffer areas adjacent to neighbors. Such agreement shall be approved by a majority of the impacted parties prior to preliminary plat consideration and shall be enforceable solely by the impacted party or parties as listed in the specified attachment.
19. The applicant shall provide an area of undisturbed open space along the southern boundary equivalent to the rear setback of the R-144 zone, or 75-feet, whichever is greater at the time of adoption, except on Lot 18, which shall provide an undisturbed open space along the southern boundary of 100-feet.
20. The applicant shall provide a 40-foot setback along the western boundary. The setback shall be preserved as open space, and any area disturbed within this setback shall be revegetated to be identical with the surrounding vegetation.
21. The applicant, through the Town of Marana normal notification process, shall notify the impacted parties, as specified in Exhibit "B", if any request is made to modify, eliminate, or add to the conditions listed herein.
22. The minimum width of the two designated wildlife corridors shall be 200-feet and where possible, revegetation shall occur in undisturbed areas beyond the 200-foot minimum width.
23. These conditions in their entirety, and all associated attachments, shall be included with this parcel for the current proposal, and for any and all subsequent proposals regarding development, subdivision, or rezoning of this property.

Section 3. All Ordinances, Resolutions and Motions and parts of Ordinances, Resolutions, and Motions of the Marana Town Council in conflict with the provisions of this Ordinance are hereby repealed, effective as of the effective date of Ordinance No. 2002.19.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 17th day of September, 2002.

Mayor BOBBY SUTTON, JR.

ATTEST:

Jocelyn C. Entz
Town Clerk

APPROVED AS TO FORM:

Daniel J. Hochuli
As Town Attorney and not personally

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

Exhibit A

All that portion of Lots 1, 2 and 5 and the Southwest Quarter of the Northeast Quarter of Section 2, Township 13 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Southwesterly of the West right of way line of Silverbell Road.

EXCEPTING the following described parcel:

BEGINNING at a point in the West line of said Northwest Quarter of the Northeast Quarter 17.3 feet South of the Northwest corner thereof;

THENCE Southeasterly along the Southwesterly line of what is known as Silverbell Road, following the course of said road, 609.2 feet to a point;

THENCE West 411.7 feet, more or less, to a point in the West line of said Northwest Quarter of the Northeast Quarter;

THENCE North along said West line 449.3 feet, more or less, to the POINT OF BEGINNING.

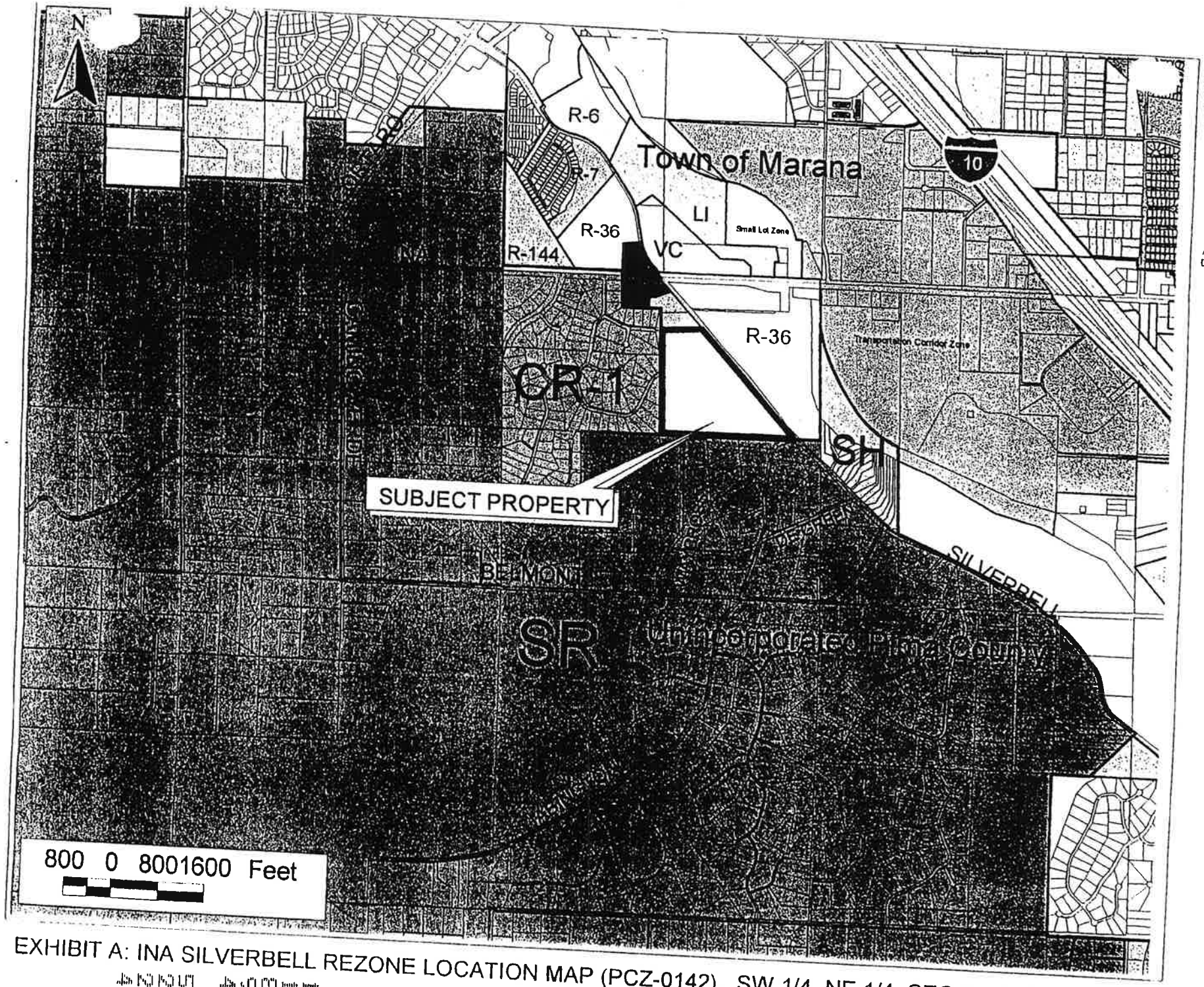
ALSO EXCEPTING that portion of the Northwest Quarter of the Northeast Quarter of said Section 2, conveyed to W.R.C. Nourse by Deed dated March 1, 1949, bounded and described as follows:

BEGINNING at a point on the North and South center line of said Section, which point is 36.35 feet Southerly from the North Quarter corner of said Section, said point also being the intersection of the North and South center line of said Section 2, with the Southwest right of way line of the Pima County Silverbell Road;

THENCE in a Southwesterly direction along the said Southwest right of way line of said Silverbell Road, a distance of 1158.95 feet to a point;

THENCE Westerly and parallel with the North line of said Section 2, a distance of 770.0 feet to a point which intersects the North and South center line of said Section;

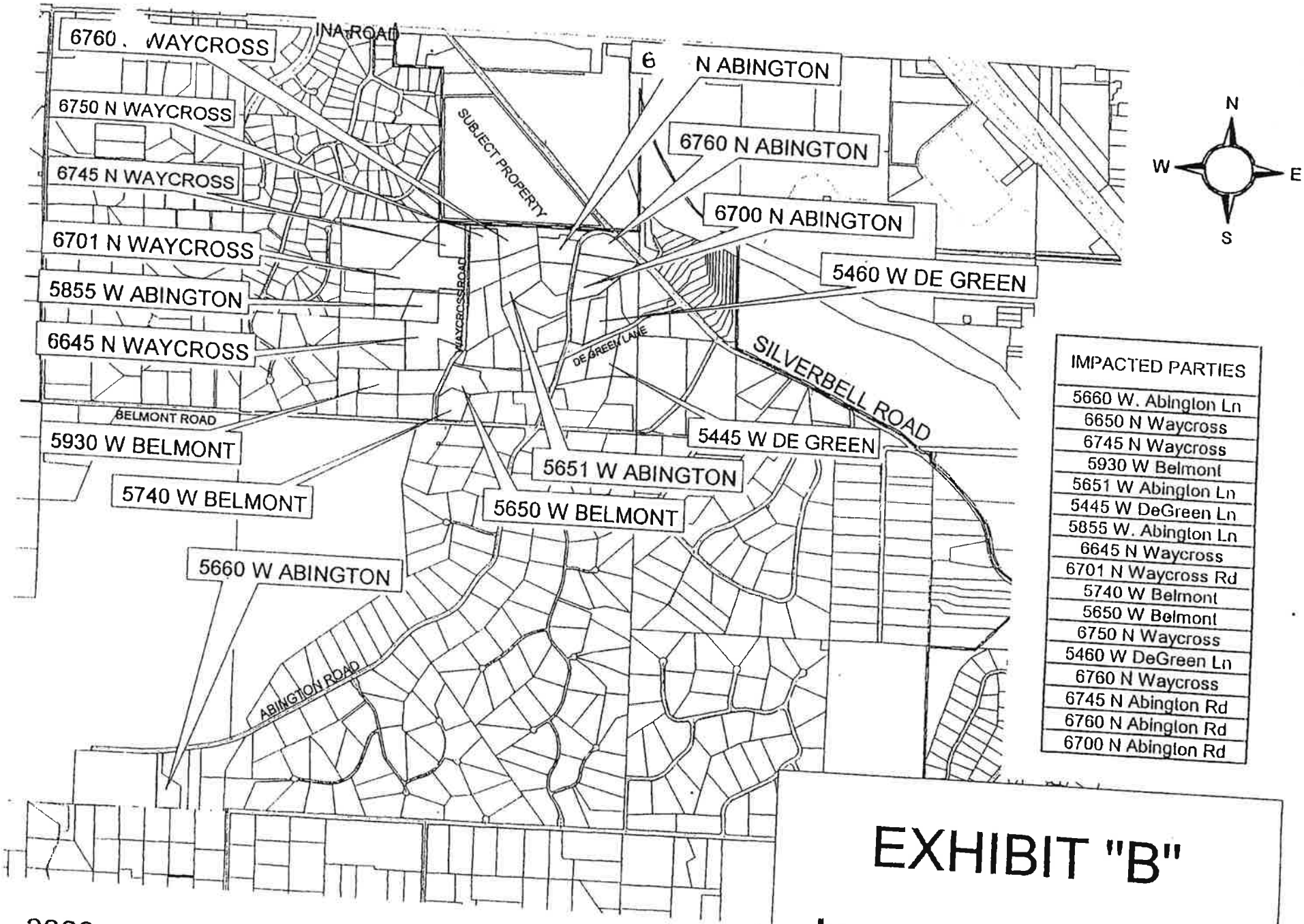
THENCE Northerly along the said North and South center line of said Section, a distance of 855.25 feet to the POINT OF BEGINNING.



MARANA

EXHIBIT A WAS PREPARED 9/11/02 BY THE TOWN OF MARANA PLANNING AND ZONING DEPARTMENT

EXHIBIT A: INA SILVERBELL REZONE LOCATION MAP (PCZ-0142). SW 1/4, NE 1/4, SEC 2, T13S, R12E



IMPACTED PARTIES
5660 W. Abington Ln
6650 N Waycross
6745 N Waycross
5930 W Belmont
5651 W Abington Ln
5445 W DeGreen Ln
5855 W. Abington Ln
6645 N Waycross
6701 N Waycross Rd
5740 W Belmont
5650 W Belmont
6750 N Waycross
5460 W DeGreen Ln
6760 N Waycross
6745 N Abington Rd
6760 N Abington Rd
6700 N Abington Rd

EXHIBIT "B"

Impacted Parties

October 21, 2014

Mr. Ryan Mahoney, Planning Director
Town of Marana
11555 W. Civic Center Dr.
Marana, AZ 85653

Attention: Christen Bilow

Subject: **Ina & Silverbell Rezoning Change of Condition Request**

Dear Mr. Mahoney:

This letter is to respectfully request that Mayor and Council remove the rezoning conditions # 6, 7, 9 and 13 from Marana Ordinance No. 2002.19 approving a rezoning of approximately 61.2 acres of land located on the west side of Silverbell Road, south of Ina Road from zone R-144 to R-16. We ask that this request be placed on the Planning Commission Agenda for December 17, 2014.

Condition #6 stipulates the final arrangement of Lots 38-41, as well as the design and arrangement of the access that serves these lots.

> This condition is not applicable due to the renumbering of the lots within the proposed development.
>
> We request the removal of this condition because the configuration of, and access to, Lots 38-41 on the Tentative Development Plan was redesigned and approved per final plat PRV-03070f.

Condition #7 requires that access to lot 8 shall be from Silverbell Road, and shall be at a location acceptable to the Development Services Administrator.

> This condition is not applicable due to the renumbering of the lots within the proposed development.
>
> We request the removal of this condition because the configuration of, and access to, lot 8 on the Tentative Development Plan was redesigned and approved per final plat PRV-03070f.

Condition #9 limits the rezoning site to a maximum of 41 lots, and allows a gross site disturbance of no more than 30%.

> The maximum gross disturbance of 30% was stipulated due to the status of the cactus ferruginous pygmy owl as an endangered species. The owl was delisted in 2006 subsequently eliminating the 30% disturbance limitation. Additionally, the economic downturn has resulted in a shift in housing demand for smaller, more affordable homes. Although eighteen additional homes are proposed, only an additional 15% disturbance is

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requested since proposed homes will be situated on 10,000 square foot building envelopes to maximize the amount of open space on each lot and throughout the entire subdivision. With the inclusion of the 200' wide wildlife corridors along the two on-site washes, the amount of proposed disturbance in the new site plan conforms to the recommendations in the HCP, which designates the site as Zone 3 with 40-70% natural undisturbed open space (NUOS).

We request the removal of this condition based on conformance with the recommendations set forth in the Marana HCP, the delisting of the pygmy owl and the demand shift in the market for new housing as a result of the economic recession.

Condition #13 states that no home on the proposal site shall exceed one story, except along Silverbell Road, which may be two stories.

The condition was written with the intent of protecting the views and privacy of adjacent existing neighbors. The previous condition is unclear on what constitutes as homes "along Silverbell Road". Under the strictest interpretation of the condition, only the lots depicted in the Tentative Development Plan along the Silverbell Road frontage would be allowed to exceed one-story, resulting in a mere 8 two-story homes and only 7 under the newly proposed Preliminary Concept Replat. Additionally, two-story homes will be provided per direction from Town planning staff.

We request the removal of this condition. The proposed development will provide single-story restrictions along the west and southern boundaries in accordance with those shown on the Preliminary Concept Replat which reflects the direction of planning staff to honor the intent of protecting the views and privacy of adjacent existing neighbors.

Condition #19 specifies the minimum setback requirements along the southern boundary of the project area, and specifically references Lot 18.

This condition is not applicable due to the renumbering of the lots within the proposed development.

We are requesting the amendment of referenced lot number 18 to reflect updated numeration of the new Preliminary Concept Replat, which is number 56.

Condition #22 designates a minimum width of 200 feet for the two wildlife corridors to be preserved on-site, but states that revegetation shall occur in <u>undisturbed</u> areas beyond the 200-foot minimum width.

This condition is confusing and needs to be rewritten. It implies that undisturbed areas need to be revegetated with species that may or may not be native.

We ask that this condition be amended to remove or clarify the intent of revegetating undisturbed natural open space areas. If the goal is to supplement existing native vegetation in certain areas, those locations need to be identified and specifically called out for augmentation.

Attached to this correspondence is the Preliminary Concept Replat for the proposed project based on the requested removal of conditions 6, 7, 9 and 13 with amendments to conditions 19 and 22.

The Preliminary Concept Replat utilizes the same roadway configuration as approved final plat PRV-03070f with the addition of a complete cul-de-sac in the southwest corner to meet the Town's Subdivision Street Standards. The required setbacks along the south and west boundaries will also be shown on the Preliminary Concept Replat.

We are prepared to meet to discuss any questions you may have regarding this request. Please feel free to contact me at (520) 623-6146. Thank you for your consideration.

Sincerely,

Brian Underwood

Brian Underwood
Project Manager

Coalition for Sonoran Desert Protection
300 E. University Blvd., Suite 120
Tucson, Arizona 85705
p (520) 388-9925 • f (520) 791-7709
www.sonorandesert.org

December 16, 2014

Arizona Center for Law in the Public Interest
Arizona League of Conservation Voters Education Fund
Arizona Native Plant Society
Bat Conservation International
Cascabel Conservation Association
Center for Biological Diversity
Center for Environmental Connections
Center for Environmental Ethics
Defenders of Wildlife
Desert Watch
Drylands Institute
Empire Fagan Coalition
Environmental and Cultural Conservation Organization
Environmental Law Society
Friends of Cabeza Prieta
Friends of Ironwood Forest
Friends of Madera Canyon
Friends of Saguaro National Park
Friends of Tortolita
Gates Pass Area Neighborhood Association
Native Seeds/SEARCH
Neighborhood Coalition of Greater Tucson
Northwest Neighborhoods Alliance
Protect Land and Neighborhoods
Safford Peak Watershed Education Team
Save the Scenic Santa Ritas
Sierra Club–Grand Canyon Chapter
Sierra Club–Rincon Group
Silverbell Mountain Alliance
Sky Island Alliance
Sky Island Watch
Society for Ecological Restoration
Sonoran Arthropod Studies Institute
Sonoran Permaculture Guild
Southwestern Biological Institute
Tortolita Homeowners Association
Tucson Audubon Society
Tucson Herpetological Society
Tucson Mountains Association
Wildlands Network
Women for Sustainable Technologies

Mr. Thomas Schnee, Chair
Town of Marana Planning Commission
11555 W. Civic Center Dr.
Marana, AZ 85653

RE: PCM1410-002 Ina & Silverbell Change of Rezone Conditions

Dear Chair Schnee and Commissioners:

Thank you for the opportunity to provide comments on the proposed Change of Rezone Conditions for Ina & Silverbell, being considered by the Commission on December 17th. The proposed Change of Conditions amends a rezoning that was adopted by the Town in 2002.

I am writing on behalf of the Coalition for Sonoran Desert Protection. Founded in 1998 and comprised of 41 organizations, the Coalition works to achieve long-term conservation of biological diversity and ecological function of the Sonoran Desert through comprehensive land-use planning in Pima County.

This ~60-acre parcel contains important habitat for wildlife movement between Saguaro National Park and the Santa Cruz River, primarily through the Animal Wash and undeveloped swaths of land on existing developed parcels to the south and southwest, and directly east to a Pima County–owned parcel, which in turn provides wildlife connectivity directly to the Santa Cruz River.

The configuration of development on the parcel as approved in 2002 was not conducive to protecting wildlife movement. As such, the Coalition has been working with the property owner's representatives in order to improve permeability through the parcel over that provided by both the proposed Change of Conditions and the original 2002 rezoning. We also conducted two site visits to the property. The result of this collaboration has been submitted as Exhibit A, updated Tentative Development Plan and reflected in the revised and additional Conditions, listed below.

The Coalition is prepared to support this request and the lot configuration **as proposed in the updated Tentative Development Plan, dated December 17, 2014 and entitled Exhibit A (attached).** This updated Tentative Development Plan was developed cooperatively with the property owner and Coalition representatives and is a significant improvement over the original development plan.

The Coalition respectfully requests that the following language be adopted as Conditions:

- The following will replace Condition 3: *The preliminary plat shall be in substantial conformance with the tentative development plan (shown as Exhibit A).*

- The following language will replace Condition 14: *The preliminary plat for the project site shall establish a minimum lot size of 16,000 square feet, with an average graded pad envelope of 10,000 square feet, including driveways but not including utility installations. Pad envelopes will be graded individually. The 58.78 acre parcel will not be*

mass bladed. Any graded building envelope in excess of 10,000 square feet shall be re-vegetated with vegetation identical to that existent on the site.

- An additional Condition will state: *No fences/walls shall be constructed on lot lines outside the individual grading disturbance envelopes for each lot and such language shall be placed in the Conditions, Covenants and Restrictions.*

- An additional Condition will state: *All outdoor lighting shall be down-lit and shall adhere to "dark sky-friendly" lighting design and such language shall be placed in the Conditions, Covenants and Restrictions.*

- An additional Condition will state: *The centerline of the internal loop road's southern entrance to Silverbell Road will be no less than 340 feet north of the 100-year floodplain of the Animal Wash, the large wash shown on the southern portion of the development plan and such language shall be placed in the Conditions, Covenants and Restrictions.*

- An additional Condition will state: *There will be no grading encroachment into the Erosion Hazard Setback on Lots 18-25 inclusive, Lots 34-46 inclusive, Lots 49-50, and Lots 52-55 and such language shall be placed in the Conditions, Covenants and Restrictions.*

- An additional Condition will state: *All Natural Undisturbed Open Space set-asides shall be protected in perpetuity, by either a Restrictive Covenant or Conservation Easement and such language shall be placed in the Conditions, Covenants and Restrictions. Prior to or upon requesting a building permit for a lot, the owner(s)/developer(s) shall record a covenant, to run with the land, memorializing the terms of this condition.*

- An additional Condition will state: *Free-ranging domestic animals shall be prohibited in the subdivision and such language shall be placed in the Conditions, Covenants and Restrictions.*

- An additional Condition will state: *No backyard gates shall be constructed leading to undisturbed open space areas on each lot or within the two onsite wash corridors and such language shall be placed in the Conditions, Covenants and Restrictions.*

- An additional Condition will state:

  Upon the effective date of the Ordinance, the owner(s)/developer(s) shall have a continuing responsibility to remove invasive non-native species from the property, including those listed in Attachment. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. Lot Owners shall keep private lots including enclosed yards free of invasive non-native plant species, including those listed below. This obligation also transfers to any future owners of property within the rezoning. Prior to or upon requesting a building permit for a lot, the owner(s)/developer(s) shall record a covenant, to run with the land, memorializing the terms of this condition.

Invasive Non-Native Plant Species Subject to Control

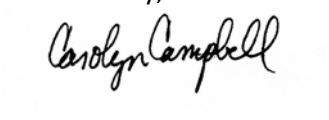
Ailanthus altissima	*Tree of Heaven*
Alhagi pseudalhagi	*Camelthorn*
Arundo donax	*Giant reed*
Brassica tournefortii	*Sahara mustard*
Bromus rubens	*Red brome*
Bromus tectorum	*Cheatgrass*
Centaurea melitensis	*Malta starthistle*

Centaurea solstitalis	*Yellow starthistle*
Cynodon dactylon	*Bermuda grass (exclude sod hybrid)*
Digitaria spp.	*Crabgrass*
Elaeagnus angustifolia	*Russian olive*
Eragrostis spp.	*Lovegrass (exclude E. intermedia, plains lovegrass)*
Melinis repens	*Natal grass*
Mesembryanthemum spp.	*Iceplant*
Peganum harmala	*African rue*
Pennisetum ciliare	*Buffelgrass*
Pennisetum setaceum	*Fountain grass*
Rhus lancea	*African sumac*
Salsola spp.	*Russian thistle*
Schinus spp.	*Pepper tree*
Schismus arabicus	*Arabian grass*
Schismus barbatus	*Mediterranean grass*
Sorghum halepense	*Johnson grass*
Tamarix spp.	*Tamarisk*

By adhering to the site configuration as depicted in the attached Exhibit A, and with the adoption of the above revised and additional conditions, the Coalition is prepared to support PCM1410-002.

Thank you for your consideration.

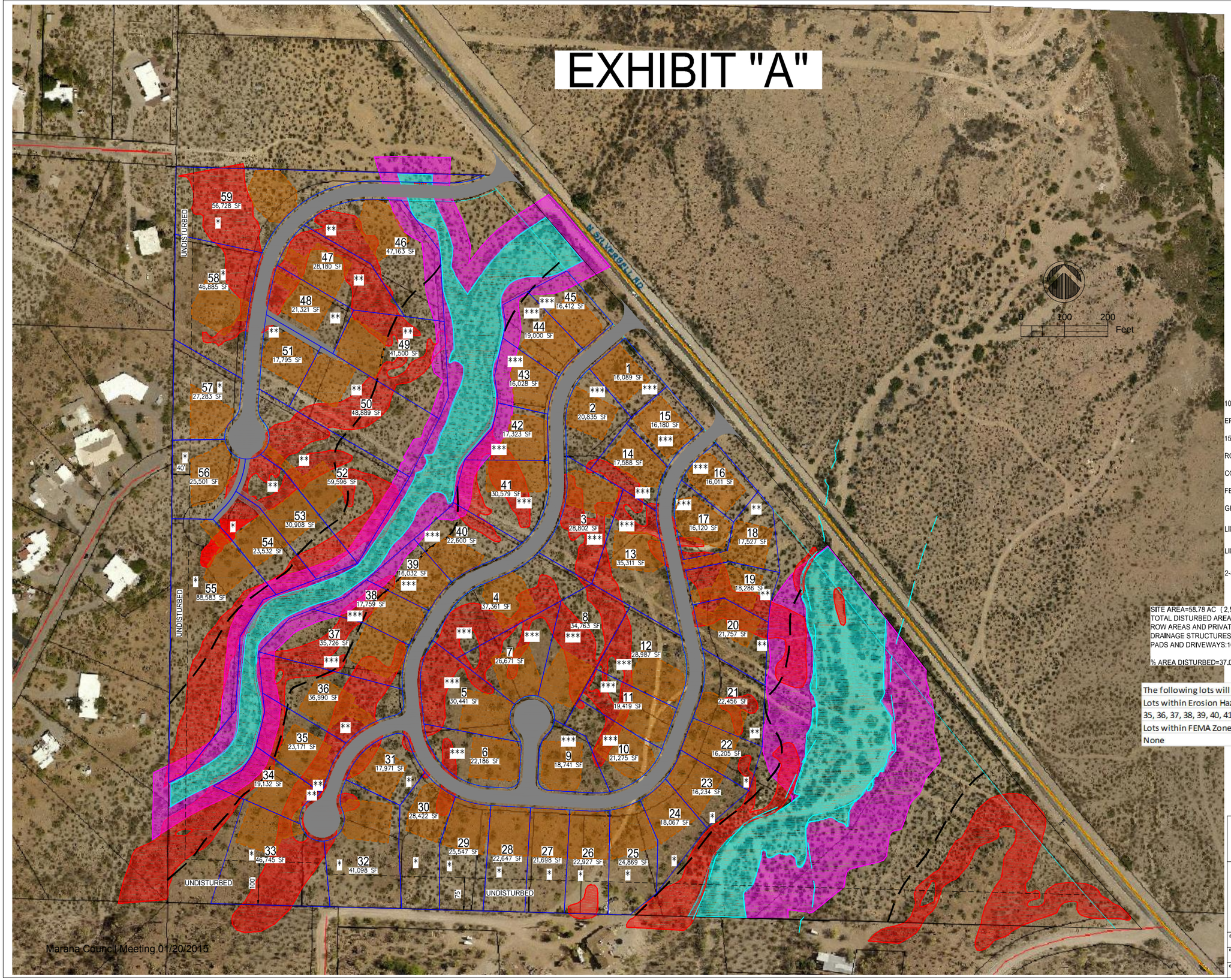
Sincerely,



Carolyn Campbell
Executive Director

cc: Cynthia Ross, Planner II
Ryan Mahoney, Planning Director
Attachment: Exhibit A, Tentative Development Plan

EXHIBIT "A"



SITE AREA=58.78 AC (2,560,371 SF)
TOTAL DISTURBED AREAS:

ROW AREAS AND PRIVATE DRIVEWAYS	=228,000 SF
DRAINAGE STRUCTURES/ROW DAYLIGHT (ASSUME NO CHANGE)	=130,000 SF
PADS AND DRIVEWAYS:10,000 SF PER LOT (AVERAGE)	=590,000 SF
	TOTAL=948,000 SF

% AREA DISTURBED=37.0%

The following lots will require a Floodplain Use Permit
Lots within Erosion Hazard Setback Line:
35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 50, 51, 53, 55, 56
Lots within FEMA Zone A:
None

EXHIBIT "A"

TOWN OF MARANA CASE NO: 03-070

ORACLE ENGINEERING GROUP, Inc.
799 East Fort Lowell
TUCSON, AZ 85705
TEL: (520) 292-6711
FAX: (520) 292-6144

PRELIMINARY CONCEPT REPLAT
INA & SILVERBELL
LOTS 1 THRU 59
A Portion of the S.E. 1/2, Sec. 2
T13S, R12E, G&SRB&M, Town of Marana, Arizona

DESIGNED BY: MKT	DATE: 10/14	FIELD BOOK NO.		DRAWING NUMBER:
DRAWN BY: MKT	DATE: 10/14	SCALE: VERT.		
CHECKED BY: PS	DATE: 10/14	HORIZ.		SHEET OF

PCM1410-002 INA & SILVERBELL REZONING CONDITIONS

COMPARISON OF CONDITIONS AS PRESENTED TO THE COMMISSION ON DECEMBER 17, 2014 AND THOSE PRESENTED TO THE COUNCIL ON JANUARY 20, 2015

The Legal Department and Planning Department worked together over the holidays to create a standard rezoning ordinance template, primarily to simplify and standardize the ordinance and rezoning condition language. The ordinance for the Ina & Silverbell Rezoning uses the standardized conditions from the new template, and makes revisions to the list of conditions of rezoning as recommended for approval by the Planning Commission at its December 17 meeting. The following table compares the list of staff-recommended conditions found in the rezoning ordinance draft presented as part of the Council's January 20 meeting agenda materials (the "Is" column) to those recommended for approval by the Commission (the "Was" column). The condition designation in the "Was" column corresponds to the designation found and explained in the "History of Rezoning Conditions" document provided as additional backup information for this agenda item.

IS	WAS	EXPLANATION
1	B2	Effect on prior and existing ordinances expanded to include all applicable fees and impact fees
N/A	B12	Marana South Transportation Benefit Area condition deleted; it and all other impact fees are now covered by condition 1
2	D3	Standard tentative development plan conformance provision, using words and phrases defined in the ordinance
3	C6	Standard drainage report condition, using words and phrases defined in the ordinance
4	B8	Special condition of this rezoning, resulting from already-completed and approved traffic impact analysis, using words and phrases defined in the ordinance
N/A	C5	Standard traffic analysis condition deleted. The traffic impact analysis was completed and approved for the existing subdivision. The small number of new units will not require a new traffic analysis.
5	N/A	Standard water infrastructure and phasing plan provision. It was inadvertently omitted from the original ordinance and from the staff-recommended conditions.
6	C4	Standard master sewer plan provision clarified by using words and phrases defined in the ordinance and re-worded to conform to current standard procedures
7	C1	New standard condition to require construction and dedication of any facilities as identified in the approved traffic, drainage, water, and sewer plan. Old condition C1 included this language for traffic infrastructure, but the requirement was implied for other types of infrastructure. Now it is spelled out.
8	C9	Standard requirement for gated or emergency access to be reviewed by Northwest Fire District, clarified using phrase defined in the ordinance
9	X9	Special condition on lot count and disturbance, unchanged

IS	WAS	EXPLANATION
10	B11	Standard State or Federal law provision, using words and phrases defined in the ordinance
11	C8	Standard water rights transfer provision clarified by using words and phrases defined in the ordinance
12	B4	Standard Corps of Engineers provision clarified by using words and phrases defined in the ordinance
13	C3	Standard no further lot splitting provision clarified by using phrase defined in the ordinance
14	AB5	Special WAPA condition clarified by using phrase defined in the ordinance
15	B10	Special non-disturbance condition, unchanged
16	X13	Special height provision, re-worded and clarified by using phrase defined in the ordinance
17	D14	Special grading provision, re-worded and clarified by using phrase defined in the ordinance
18	AB15	Special access provision, re-worded and clarified by using phrase defined in the ordinance
19	B175	Special grading provision, no change
20	B19	Special “no disturbance” provision, clarified by adding reference to Exhibit A
21	B20	Special “no disturbance” provision, unchanged
22	AB21	Special notification provision, with wording clarified and adding phrase defined in the ordinance
23	AB22	Special wildlife corridor provision, unchanged
24	AB23	Special applicability provision, re-worded for general clarity and adding phrase defined in the ordinance
25	C2	Standard residential design provision, re-worded to add word defined in the ordinance
26	C7	School funding condition, unchanged
27	E1	Special fence and wall provision, slightly re-worded for general clarity
28	E2	Special outdoor lighting condition, with minor grammatical revision
29	E3	Special loop road location condition, slightly re-worded for general clarity
30	E4	Special erosion hazard setback grading provision, clarified by adding reference to Exhibit A
31	E5	Special NUOS provision, slightly re-worded for general clarity and to add phrases defined in the ordinance
32	E6	Special free-ranging domestic animal provision; unchanged
33	E7	Special gates-to-NUOS provision, unchanged
34	E8	Special non-native species provision, re-worded for general clarity and to add phrases defined in the ordinance and to add reference to Exhibit C
N/A	C10	Grading permit condition, deleted as unnecessary. This is a general LDC requirement
N/A	XC11	Floodplain use permit condition, deleted as unnecessary. This is a general LDC requirement
N/A	C12	Hillside Development Zone condition, deleted as unnecessary. This is a general LDC requirement.

IS	WAS	EXPLANATION
N/A	XC13	Hillside Development Zone average cross slope condition, deleted as unnecessary. This is a general LDC requirement.
35	X.	Special "no trespassing" and wash signs requirement, re-worded for general clarity and to add phrases defined in the ordinance

1. ~~B2.*~~ Compliance with all applicable provisions of the Town's Codes and Ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.

~~B12.* All required fees of the Marana South Transportation Benefit Area shall be paid by the developer in accordance with Ordinance 2014.012.~~

2. ~~D3.* The~~Any preliminary plat or development plan for any portion of the Rezoning Area shall be in substantial conformance with the tentative development plan (shown as "Exhibit A~~)~~" attached to and incorporated by this reference in this ordinance) presented to and approved by the Town Council as part of this Rezoning.

3. ~~C6.*~~ A master drainage ~~report~~study must be submitted by the ~~Developer~~Property Owners and accepted by the Town Engineer prior to Town approval of ~~the~~a preliminary plat or development plan for any portion of the Rezoning Area.

4. ~~B8.*~~ The ~~developer~~Property Owners shall ~~be responsible for the~~ design and ~~construction of~~construct a continuous left-turn lane along the ~~project's~~entire frontage of the Rezoning Area. The design shall be subject to approval by the Town Engineer.

~~C5.* A detailed traffic analysis shall be submitted and accepted by staff prior to approval of any preliminary plat.~~

5. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owners and accepted by the water provider prior to approval of a preliminary plat for any portion of the Rezoning Area. The WIP shall identify all on-site and off-site water facilities needed to serve the proposed development. The WIP shall include all information required by the water provider, such as (but not limited to) analysis of water use and fire flow requirements, and well source, reservoir, and booster station infrastructure needed to serve the proposed development. If the water provider requires a water service agreement as a condition of service to the proposed development, the Property Owners must enter into a water service agreement with the water provider consistent with the accepted WIP.

6. ~~C4.* A sewer service agreement and master sewer plan shall be submitted by the Developer and accepted by the wastewater provider prior to the approval of any preliminary plat.~~A master sewer plan must be submitted by the Property Owners and accepted by Pima County Regional Wastewater Reclamation Department (the "wastewater utility") prior to the approval of any final plat or development plan for the Rezoning Area. The master sewer plan shall identify all on-site and off-site wastewater facilities needed to serve the proposed development, and shall include all information required by the wastewater utility. If the wastewater utility requires a sewer service agreement as a condition of service to the proposed development, the Property Owners must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

7. ~~C1.* The Property Owner shall dedicate, or cause to have dedicated, the necessary rights-of-way for the Ina and Silverbell Rezoning Area including any necessary dedications along Silverbell Road.~~The Property Owners must design and construct any roadway, drainage, water, and wastewater improvements, and dedicate or acquire any property rights associated with those improvements, that the Town requires based on the data and findings of the accepted traffic impact analysis, the accepted master drainage study, the accepted WIP, the accepted master sewer plan, and other studies approved in connection with the approval of a preliminary plat or development plan for any portion of the Rezoning Area.

8. ~~C9.* ~~The final design of all streets and circulation facilities, including any gated or emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of ~~the~~a final plat for any portion of the Rezoning Area.

9. ~~X9.* ~~The Rezoning Area shall be limited to a maximum of 56 lots. (Lots 55, 56, and 57 as shown on Exhibit A shall be eliminated.) Site disturbance in the Rezoning Area shall not exceed 37% or 948,000 square feet.

10. ~~B11.* ~~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 landowner~~Property Owners from responsibility to ensure compliance with all applicable ~~Federal or State~~federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. ~~Appropriate~~The Property Owners should retain appropriate experts ~~should be retained~~ and consult appropriate Federal and State agencies ~~should be consulted ~~to determine any action necessary to assure compliance with applicable laws and regulations.

11. ~~C8.* ~~The ~~property owner~~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 ~~developer/ property owners~~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.

12. ~~B4.* ~~Prior to the issuance of any grading permits~~ for this project~~, the ~~property owner~~Property Owners shall submit evidence to the Town that all federal permit ~~regulations~~requirements have been met through the Army Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.

13. ~~C3.* ~~The ~~property owner~~Property Owners shall not cause any lot split of any kind without the written consent of the Town of Marana.

14. ~~AB5.* ~~The ~~applicant~~Property Owners shall provide the necessary authorization and documentation ~~and ~~from the Western Area Power Administration (WAPA) with the subsequent plat submittal.

15. ~~B10.* ~~All open space easements and wildlife corridors shall be left entirely undisturbed and in their natural desert state, except for necessary utility installations, which shall be revegetated. All such easements and corridors shall be dedicated to the appropriate entity, acceptable to the Town and at a time acceptable to the Town. All utilities shall be underground, and all utility trenches shall be revegetated to be identical with the surrounding desert with the exception of the overhead electric WAPA easement which shall be to WAPA specifications.

16. ~~X13.*~~ No home ~~on~~in the ~~proposed site~~Rezoning Area shall exceed one story. Lots 23-34 and Lots 55 and 59 as shown on Exhibit A shall have a maximum height of 20 feet.

17. ~~D14.*~~ The preliminary plat for the ~~project site~~Rezoning Area shall establish a minimum lot size of 16,000 square feet, with an average graded pad envelope of 10,000 square feet, including driveways, but not including utility installations. Pad envelopes will be graded individually. The 58.78 acre Rezoning Area parcel will not be mass ~~bladed~~graded. Any graded building envelope in excess of 10,000 square feet shall be re-vegetated with vegetation identical to that existent on the site.

18. ~~AB15.*~~ There shall be no connectivity between Waycross Road, Martingale Lane, Bridle Way, or Abington Lane and any access point, right of way, road, or lot within the ~~project area~~Rezoning Area.

19. ~~B17.*~~ Any grading within areas of 15% or greater slopes for driveways, walls, or other utilities shall be minimized and require approval by the Town Engineer.

20. ~~B19.*~~ There shall be a 75-foot "No Disturbance" bufferyard along the southern boundary of the development, except on Lot 33 (as identified on Exhibit A) which shall provide a 100-foot "No Disturbance" bufferyard.

21. ~~B20.*~~ There shall be a 40-foot "No Disturbance" bufferyard along the western boundary.

22. ~~AB21.*~~ The ~~applicant~~Property Owners, through the Town of Marana's normal notification process, shall notify the impacted parties, as specified in Exhibit ~~"B"~~B attached to and incorporated by this reference in this ordinance, if any request is made to modify, eliminate, or add to the conditions listed ~~herein~~in this ordinance.

23. ~~AB22.*~~ The minimum width of the two designated wildlife corridors shall be 200- feet and, where possible, revegetation shall occur in disturbed areas beyond the 200-foot minimum width.

24. ~~AB23.*~~ These conditions in their entirety, and all associated attachments, shall ~~be included with this parcel for~~apply to the current proposal~~,~~ and ~~for~~to any and all subsequent proposals regarding development, subdivision, or rezoning of ~~this property~~the Rezoning Area.

25. ~~C2.*~~ This ~~rezone~~Rezoning is subject to the Residential Design Standards found in the Marana Land Development Code as amended from time to time.

26. ~~C7.*~~ The Property Owners agree to enter into a finance contract establishing their contribution for schools. The Property Owners shall provide written documentation that an agreement with the Marana Unified School District is completed prior to the issuance of the first single-family residential building permit for the Rezoning Area. A receipt of payment shall be provided with each individual residential building permit.

27. ~~E1.*~~ No fences~~/~~ or walls shall be constructed on lot lines outside the individual grading disturbance envelopes for each lot, and such language shall be placed in the Conditions, Covenants and Restrictions.

28. ~~E2.*~~ All outdoor lighting shall be down-lit and shall adhere to "dark sky-friendly" lighting design, and such language shall be placed in the Conditions, Covenants and Restrictions.

29. ~~E3.*~~ The centerline of the internal loop road's southern entrance to Silverbell Road will be no less than 340 feet north of the 100-year floodplain of the Animal Wash, the large wash

shown on the southern portion of the tentative development plan and such language shall be placed in the Conditions, Covenants and Restrictions.

30. ~~E4.*~~ There will be no grading encroachment into the Erosion Hazard Setback on Lots 18~~-~~-25 inclusive, Lots 34-46 inclusive, Lots 49-50, and Lots 52-55 (as identified in Exhibit A) and such language shall be placed in the Conditions, Covenants and Restrictions.

31. ~~E5.*~~ All Natural Undisturbed Open Space set-asides shall be protected in perpetuity, by either a Restrictive Covenant or Conservation Easement and such language shall be placed in the Conditions, Covenants and Restrictions. Prior to or upon requesting a building permit for ~~a~~any lot in the Rezoning Area, the ~~owner(s)/developer(s)~~Property Owners shall record a covenant, to run with the land, memorializing the terms of this condition.

32. ~~E6.*~~ Free-ranging domestic animals shall be prohibited in the subdivision and such language shall be placed in the Conditions, Covenants and Restrictions.

33. ~~E7.*~~ No backyard gates shall be constructed leading to undisturbed open space areas on each lot or within the two onsite wash corridors and such language shall be placed in the Conditions, Covenants and Restrictions.

34. ~~E8.*~~ Upon the effective date of ~~the~~this Ordinance, the ~~owner(s)/developer(s)~~Property Owners shall have a continuing responsibility to remove from the Rezoning Area invasive non~~-~~-native species ~~from the property~~, including those listed in ~~Attachment~~Exhibit C attached to and incorporated by this reference in this ordinance. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. ~~Lot~~Property Owners and future owners of individual lots in the Rezoning Area shall keep private lots including enclosed yards free of invasive non~~-~~-native plant species~~, including those listed below. This obligation also transfers to any future owners of property within the rezoning~~ detailed in Exhibit C. Prior to or upon requesting a building permit for ~~a~~any lot in the Rezoning Area, the ~~owner(s)/developer(s)~~Property Owners shall record a covenant, to run with the land, memorializing the terms of this condition.

~~C10.* Prior to or upon requesting a building permit for a lot, the lot owner shall obtain the appropriate grading permit from the Town of Marana prior to commencing any grading operation.~~

~~XC11.* Lots located within the Floodplain and Erosion Hazard Setback line will require a Floodplain Use Permit. Affected Lots include 34 - 55.~~

~~C12.* Lots that develop on 15% or greater slopes shall comply with Marana's Hillside Development Zone ordinance.~~

~~XC13.* No lot shall have an average cross slope greater than 15% outside of natural undisturbed open space areas.~~

35. ~~X.*~~ The ~~developer will~~Property Owners shall place "no trespassing" signs ~~regarding the property to~~along the south boundary of the Rezoning Area and signs directing people to stay out of the washes.

Document comparison by Workshare Compare on Thursday, January 08, 2015 1:53:23 PM

Input	
Document 1 ID	file://X:/WDOX/TNATDOCS/DEVELOP/OTHER/00040689.DOCX
Description	00040689
Document 2 ID	file://X:/WDOX/TNATDOCS/DEVELOP/OTHER/00040690.DOCX
Description	00040690
Rendering set	standard

Legend	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics	
	Count
Insertions	84
Deletions	106
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	190

HISTORY OF REZONING CONDITIONS

PCM1410-002 INA & SILVERBELL CHANGE OF REZONE CONDITIONS

REZONING CONDITIONS: ORDINANCE 2002.19 TO DECEMBER 17 COMMISSION

ITALICS=AS APPROVED BY PLANNING COMMISSION

KEY:

"A"=Conditions in Ordinance 2002.19

"B"=Planning staff recommended revisions to conditions in Ordinance 2002.19 as proposed in the December 17 Commission meeting agenda materials

"C"=Planning staff recommended additions to conditions as proposed in the December 17 Commission meeting agenda materials

"D"=Coalition for Sonoran Desert Protection recommended revisions to conditions in Ordinance 2002.19 as proposed in December 16 letter from Carolyn Campbell

"E"= Coalition for Sonoran Desert Protection recommended additions to conditions as proposed in December 16 letter from Carolyn Campbell

"*"=Conditions as approved by the Marana Planning Commission at its December 17 meeting (those marked with "X" are Commission-unique conditions)

A1. This rezoning is valid for three years from the date of Town Council approval provided that if the developer fails to have a plat recorded prior to the three years the property shall revert to the original zoning without further action by the Town Council.

B1. The amended rezoning authorized by this ordinance is valid for three years from the effective date of this ordinance; provided, that if the developer fails to have a plat recorded prior to three years, the Marana Town Council may cause the property to revert to its former zoning classification upon compliance with the Town Council may cause the property to revert to its former zoning classification upon compliance with the requirements of A.R.S. § 9–462.01 (E).

X1.* *[Delete A1/B1]*

A2. Compliance with all provisions of the Town's Codes, Ordinances and policies of the General Plan.

B2.* *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.*

A3. The preliminary plat shall be in general conformance with the tentative development plan.

B3. The preliminary plat shall be in general conformance with the updated tentative development plan.

D3.* *The preliminary plat shall be in substantial conformance with the tentative development plan (shown as Exhibit A).*

A4. Existing Archaeological surface inspection shall be conducted and have clearance provided prior to any ground disturbing activities.

B4.* *Prior to the issuance of any grading permits for this project, the property owner shall submit evidence to the Town that all federal permit regulations have been met through the Army Corps of Engineers and the State Historic Preservation Office.*

AB5.* *The applicant shall provide the necessary authorization and documentation from the Western Area Power Administration (WAPA) with the subsequent plat submittal.*

A6. The final arrangement of lots 38 - 41 as well as the design and arrangement of the access that serves these lots shall be configured in such a way that is satisfactory to the Town Engineer and the Planning Director.

B6.* *[Delete A6.]*

A7. Existing Access to Lot 8 shall be from Silverbell Road and shall be at a location acceptable to the Development Services Administrator.

B7.* *[Delete A7.]*

A8. A continuous left turn lane shall be installed at the applicant's expense along the project site's frontage on Silverbell Road, subject to the approval of the Development Services Administrator.

B8.* *The developer shall be responsible for the design and construction of a continuous left-turn lane along the project's frontage. The design shall be subject to approval by the Town Engineer.*

A9. The rezoning site shall be limited to a maximum of 41 lots. The project's gross site disturbance shall not exceed 30%.

B9. The Rezoning Area shall be limited to a maximum of 59 lots. Site disturbance in the Rezoning Area shall not exceed 37% or 948,000 square feet.

X9.* *The Rezoning Area shall be limited to a maximum of 56 lots. (Lots 55, 56, and 57 as shown on Exhibit A shall be eliminated.) Site disturbance in the Rezoning Area shall not exceed 37% or 948,000 square feet.*

A10. All open space easements, public trails and/or wildlife corridors shall be left entirely undisturbed and in their natural desert state, except for necessary utility installations, as approved by the Development Services Administrator, which shall be vegetated. All such easements, trails, and corridors shall be dedicated to the appropriate entity at a time acceptable to the Town. All utilities shall be underground, and all utility trenches shall be revegetated to be identical with the surrounding desert, where practical.

B10.* *All open space easements and wildlife corridors shall be left entirely undisturbed and in their natural desert state, except for necessary utility installations, which shall be revegetated. All such easements and corridors shall be dedicated to the appropriate entity, acceptable to the Town and at a time acceptable to the Town. All utilities shall be underground, and all utility trenches shall be revegetated to be identical with the*

surrounding desert with the exception of the overhead electric WAPA easement which shall be to WAPA specifications.

A11. No approval, permit, or authorization of the Town of Marana authorizes the applicant and/or landowner to violate any applicable federal or state laws or regulations, or relieves the applicant and/or landowner from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. You are hereby advised to retain appropriate expert and/or consult with appropriate federal and state agencies to determine any actions necessary to assure compliance with applicable laws and regulations.

B11.* *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 landowner from responsibility to ensure compliance with all applicable Federal or 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.*

A12. All required fees of the Marana South Transportation Benefit Area shall be paid by the developer in accordance with Ordinance 2001.02.

B12.* *All required fees of the Marana South Transportation Benefit Area shall be paid by the developer in accordance with Ordinance 2014.012.*

A13. No home on the proposal site shall exceed one (1) story, except along Silverbell Road, which may be two (2) stories. Lots adjacent to the west property line (Tentative Development Plan lot numbers 18, 31, 36 and 37) shall be limited to a maximum height of 20-feet. However there will be an 18-foot building height contour line that cannot be exceeded, that will be determined based upon the highest existing elevation in the building envelope. Lots adjacent to the south property line (tdp lot numbers: 11,12, 13, 14, 15, 16 and 17) shall be limited to a maximum height of 20 feet.

B13. A one-story, 20 foot maximum height restriction shall be placed upon the Lots adjacent to the south and west boundaries of the development which includes Lots 23-34 and 55-59 in the updated Tentative Development Plan.

X13.* *No home on the proposed site shall exceed one story. Lots 23-34 and Lots 55 and 59 as shown on Exhibit A shall have a maximum height of 20 feet.*

A14. The preliminary plat for the project site shall establish graded pad envelopes not to exceed 16,000 square feet, with an average graded pad envelope of 14,400 square feet, not including driveways and utility installations. Any graded area in excess of 14,400 square feet shall be revegetated to be with identical vegetation.

B14. The preliminary plat for the project site shall establish graded pad envelopes not to exceed 16,000 square feet, with an average graded pad envelope of 10,000 square feet, not including driveways and utility installations. Any graded area in excess of 10,000 square feet shall be revegetated with native vegetation.

D14.* *The preliminary plat for the project site shall establish a minimum lot size of 16,000 square feet, with an average graded pad envelope of 10,000 square feet, including*

driveways but not including utility installations. Pad envelopes will be graded individually. The 58.78 acre parcel will not be mass bladed. Any graded building envelope in excess of 10,000 square feet shall be re-vegetated with vegetation identical to that existent on the site.

AB15.* *There shall be no connectivity between Waycross Road, Martingale Lane, Bridle Way, or Abington Lane and any access point, right of way, road, or lot within the project area.*

A16. Combined with Condition 10.

B16.* *[Delete A16.]*

A17. Any grading within areas of 15% or greater slopes for driveways, walls, or other utilities shall be minimized and require approval by the Development Services Administrator and the Planning Director.

B17.* *Any grading within areas of 15% or greater slopes for driveways, walls, or other utilities shall be minimized and require approval by the Town Engineer.*

A18. The developer shall agree to enter an agreement with the impacted parties identified in Exhibit "B", regarding development standards for lots 25-34 and 56-58 and any encroachment into undisturbed buffer areas adjacent to neighbors including restrictions of any disturbance in the undisturbed open space area. Such agreement shall be approved by a majority of the impacted parties prior to preliminary plat consideration and shall be enforceable solely by the impacted party or parties as listed in the specified attachment.

B18.* *[Delete A18.]*

A19. The applicant shall provide an area of undisturbed open space along the southern boundary equivalent to the rear setback of the R-144 zone, or 75-feet, whichever is greater at the time of adoption, except on Lot 18, which shall provide an undisturbed open space along the southern boundary of 100-feet.

B19.* *There shall be a 75-foot "No Disturbance" bufferyard along the southern boundary of the development, except on Lot 33 which shall provide a 100-foot "No Disturbance" bufferyard.*

A20. The applicant shall provide a 40-foot setback along the western boundary. The setback shall be preserved as open space, and any area disturbed within this setback shall be revegetated to be identical with the surrounding vegetation.

B20.* *There shall be a 40-foot "No Disturbance" bufferyard along the western boundary.*

AB21.* *The applicant, through the Town of Marana normal notification process, shall notify the impacted parties, as specified in Exhibit "B", if any request is made to modify, eliminate, or add to the conditions listed herein.*

AB22.* *The minimum width of the two designated wildlife corridors shall be 200-feet and where possible, revegetation shall occur in disturbed areas beyond the 200-foot minimum width.*

AB23.* *These conditions in their entirety, and all associated attachments, shall be included with this parcel for the current proposal, and for any and all subsequent proposals regarding development, subdivision, or rezoning of this property.*

C1.* *The Property Owner shall dedicate, or cause to have dedicated, the necessary rights-of-way for the Ina and Silverbell Rezoning Area including any necessary dedications along Silverbell Road.*

C2.* *This rezone is subject to the Residential Design Standards found in the Marana Land Development Code as amended from time to time.*

C3.* *The property owner shall not cause any lot split of any kind without the written consent of the Town of Marana.*

C4.* *A sewer service agreement and master sewer plan shall be submitted by the Developer and accepted by the wastewater provider prior to the approval of any preliminary plat.*

C5.* *A detailed traffic analysis shall be submitted and accepted by staff prior to approval of any preliminary plat.*

C6.* *A drainage report must be submitted by the Developer and accepted by the Town Engineer prior to Town approval of the preliminary plat.*

C7.* *The Property Owners agree to enter into a finance contract establishing their contribution for schools. The Property Owners shall provide written documentation that an agreement with the Marana Unified School District is completed prior to the issuance of the first single-family residential building permit for the Rezoning Area. A receipt of payment shall be provided with each individual residential building permit.*

C8.* *The property owner 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 developer/ property owners shall arrive at an agreeable solution to the use of those water rights appurtenant to the affected portion of the Rezoning Area.*

C9.* *The final design of all streets and circulation facilities, including any gated or emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of the final plat.*

C10.* *Prior to or upon requesting a building permit for a lot, the lot owner shall obtain the appropriate grading permit from the Town of Marana prior to commencing any grading operation.*

C11. Lots located within the Floodplain and Erosion Hazard Setback line will require a Floodplain Use Permit. Affected Lots include 19, 20, 33 - 46, 49, 50, 52 - 55.

XC11.* *Lots located within the Floodplain and Erosion Hazard Setback line will require a Floodplain Use Permit. Affected Lots include 34 - 55.*

C12.* *Lots that develop on 15% or greater slopes shall comply with Marana's Hillside Development Zone ordinance.*

C13. No lot shall have a cross slope greater than 15% outside of natural undisturbed open space areas.

XC13.* *No lot shall have an average cross slope greater than 15% outside of natural undisturbed open space areas.*

E1.* *No fences/walls shall be constructed on lot lines outside the individual grading disturbance envelopes for each lot and such language shall be placed in the Conditions, Covenants and Restrictions.*

E2.* *All outdoor lighting shall be down-lit and shall adhere to "dark sky-friendly" lighting design and such language shall be placed in the Conditions, Covenants and Restrictions.*

E3.* *The centerline of the internal loop road's southern entrance to Silverbell Road will be no less than 340 feet north of the 100-year floodplain of the Animal Wash, the large wash shown on the southern portion of the development plan and such language shall be placed in the Conditions, Covenants and Restrictions.*

E4.* *There will be no grading encroachment into the Erosion Hazard Setback on Lots 18-25 inclusive, Lots 34-46 inclusive, Lots 49-50, and Lots 52-55 and such language shall be placed in the Conditions, Covenants and Restrictions.*

E5.* *All Natural Undisturbed Open Space set-asides shall be protected in perpetuity, by either a Restrictive Covenant or Conservation Easement and such language shall be placed in the Conditions, Covenants and Restrictions. Prior to or upon requesting a building permit for a lot, the owner(s)/developer(s) shall record a covenant, to run with the land, memorializing the terms of this condition.*

E6.* *Free-ranging domestic animals shall be prohibited in the subdivision and such language shall be placed in the Conditions, Covenants and Restrictions.*

E7.* *No backyard gates shall be constructed leading to undisturbed open space areas on each lot or within the two onsite wash corridors and such language shall be placed in the Conditions, Covenants and Restrictions.*

E8.* *Upon the effective date of the Ordinance, the owner(s)/developer(s) shall have a continuing responsibility to remove invasive non-native species from the property, including those listed in Attachment. Acceptable methods of removal include chemical treatment, physical removal, or other known effective means of removal. Lot Owners shall keep private lots including enclosed yards free of invasive non-native plant species, including those listed below. This obligation also transfers to any future owners of property within the rezoning. Prior to or upon requesting a building permit for a lot, the owner(s)/developer(s) shall record a covenant, to run with the land, memorializing the terms of this condition.*

X.* *The developer will place "no trespassing" signs regarding the property to the south and signs directing people to stay out of the washes.*

12-01-14A09:05 RCVD

November 30, 2014

Dear Marana Zoning and Planning Committee:

I am writing you in regards to the Ina/Silverbell Change of Conditions. I live on Bridle Way, which is a cul-de-sac street that borders with the proposed development of the 59+ acre property and where I daily walk my dogs.

My husband and I moved to Tucson in 1980 from the Los Angeles area, because we wanted to own a home and raise a family away from city lights and sidewalks. The area of Ina/Silverbell where we built our house was a perfect match of a neighborhood with desert surroundings of wildlife nearby.

I realize the need for growth and business profit, as the City of Marana knows that more houses means more taxes. However, I have also watched what Marana has done in the past 30 years with building up the Continental Ranch, Continental Reserve, Gladden Farms, and Dove Mountain areas. Don't we have enough "cookie cutter" houses with sidewalks? Keeping the proposed area in a more natural state for residents and wildlife would only enhance attracting people to the Marana area.

The new construction on the NW corner of Ina/Silverbell this year has caused more wildlife to come into our neighborhood I feel. It was in March that I witnessed a mountain lion walk cross Broomtail early in the morning; bobcat sitings have become more frequent; my neighbor has a pygmy owl living on their front porch; mule deer is seen more often, not to mention coyotes crossing my property daily. These animals will continue to be displaced with the amount of construction taking place in this area.

Therefore, I ask you to reconsider allowing construction to take place on this parcel. And if you must allow it based on a decision made in 2002, that you at least consider NOT allowing the increase of an additional 18 homes. Please don't turn Marana into what Los Angeles is and the reason we left in 1980.

Sincerely,

Pamela K. Gaiser

Cynthia Ross

From: Terri Byler
Sent: Thursday, December 04, 2014 1:12 PM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: Ina/Silverbell Change of Conditions

FYI -

From: Arimatla1@aol.com [mailto:Arimatla1@aol.com]
Sent: Thursday, December 04, 2014 1:11 PM
To: Terri Byler
Subject: REF: Ina/Silverbell Change of Conditions

REF: Ina/Silverbell Change of Conditions
Thomas Schnee, Chair
Marana Planning Commission Marana Planning Department (520) 382-2600

Dear Members of the Marana Planning Commission,

I am asking you to please leave the existing conditions in place and not allow for an increase in density of housing. A long hard compromise was reached in 2002 concerning the up-zoning of this property and one of the main issues is that it is an important wildlife corridor to the Santa Cruz River.
The Saguaro National Park West Unit reaches its closest point to the Santa Cruz, less than a mile, directly upstream from the two washes that go through this parcel. With the addition of more houses along these washes a bottleneck will be created, effectively shutting down the wildlife corridor.

The Saguaro National Park West Unit is effectively an island and the few remaining corridors are very valuable. The future of the park as a viable resource is at stake, animals need to be able to move to other parks to help insure a healthy population, to provide genetic diversity.

The Saguaro National Park belongs to all of us, for hiking, bike riding, viewing wildlife or just relaxing. This plan for increased housing affects all of us and that is why I am asking you to leaving the existing conditions in place and to vote no.
Please print this letter for the all the Commissioners.
Thank you.

Mary T Weinzirl

To be beautiful means to be yourself.
You don't need to be accepted by others.

Cynthia Ross

From: Terri Byler
Sent: Thursday, December 04, 2014 5:04 PM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: LETTER TO THE COMMISSIONERS - REGARDING INA&SILVERBELL REQUEST CHANGE OF CONDITIONS

FYI...

From: SONNY [mailto:grandpasonny@msn.com]
Sent: Thursday, December 04, 2014 4:57 PM
To: tbylor@marana.com; Terri Byler
Subject: LETTER TO THE COMMISSIONERS - REGARDING INA&SILVERBELL REQUEST CHANGE OF CONDITIONS

MARANA PLANNING COMMISSIONERS
Town of Marana, Arizona

RE: Ina / Silverbell Change of Conditions Request by the Developer

To the Honorable Thomas Schnee, Chair Marana Planning Commission
Don Duncan, Vice Chair, Terry Fehrmann, Marcia Jakab, Steve Miklosi, Richard Millerhomes

Dear Planning Commission Members:

I am writing today to express my sincere request that you **do not approve** the Change of Conditions request before you today. The current owners of this property knew full well of the current approved platting for 41 single family homes when they purchased this property. Now they are attempting to pull the "Old Switcheroo" that property developers are famous for.

This currently pristine parcel of land is so important for the wildlife that inhabit the area and the Tucson Mountains. With three large washes that feed directly into the Santa Cruz river, these riparian areas are so important.

How is it these developers think this is o.k.?? Because they care nothing about the land, the people or the flora and fauna that inhabit it. They care only about the money, and we all know it.

Once this beautiful piece of desert is bladed and scraped - it's gone forever.

In 2002 a very hard fought battle was ended because the Developers and the Town of Marana came to an agreement - now the new owner wants to void that agreement.

Please, let's hold them to the original agreement - the little bit of additional money the additional homes would generate for Marana is not significant enough to allow for the total destruction of this beautiful property.

Very truly,

Thee Arthur (Sonny) Campbell
6250 N. Desert Willow Drive
Tucson, AZ 85743

Cynthia Ross

From: Terri Byler
Sent: Friday, December 05, 2014 8:17 AM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW:

-More to come...

From: Zarah M. Earles [mailto:lotusflower@wildblue.net]
Sent: Thursday, December 04, 2014 6:03 PM
To: Terri Byler
Subject:

REF: Ina/Silverbell Change of Conditions
Thomas Schnee, Chair
Marana
Planning Commission
Marana Planning Department
(520) 382
-
2600
Dear Members of the Marana Planning Commission,

I am asking you to please leave the existing conditions in place and not allow for an increase in density of housing.
A long hard compromise was reached in 2002 concerning
the up-zoning of this property and one of the main issues is that it is an important wildlife corridor to the Santa Cruz River.
The Saguaro National Park West Unit reaches its closest point to the Santa Cruz, less than a mile, directly upstream from the two washes that go through this parcel. With the
addition of more houses along these washes a bottleneck will be created, effectively shutting down the wildlife corridor.
The Saguaro National Park West Unit is effectively an island and the few remaining corridors are very valuable. The future of the park as a viable resource is at stake, animals
need to be able to move to other parks to help insure a healthy population, to provide genetic diversity.
The Saguaro National Park belongs to all of us, for hiking, bike riding, viewing wildlife or just relaxing. This plan increased housing affects all of us and that is why I am asking you to leave the existing conditions in place and to vote no.
Please print this letter for all the Commissioners.
Thank you.

Sincerely,

Zarah M. Abbott

Cynthia Ross

From: Terri Byler
Sent: Friday, December 05, 2014 8:17 AM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: Ina/Silverbell Change of Conditions

FYI

From: Jill Holbrook [mailto:jillholbrook@earthlink.net]
Sent: Thursday, December 04, 2014 11:39 PM
To: Terri Byler
Subject: Ina/Silverbell Change of Conditions

REF: Ina/Silverbell Change of Conditions
Thomas Schnee, Chair Marana Planning Commission
Marana Planning Department
(520) 382-2600

Dear Members of the Marana Planning Commission,

I am asking you to please leave the existing conditions in place and not allow for an increase in density of housing. A long hard compromise was reached in 2002 concerning the up-zoning of this property and one of the main issues is that it is an important wildlife corridor to the Santa Cruz River.

The Saguaro National Park West Unit reaches its closest point to the Santa Cruz, less than a mile, directly upstream from the two washes that go through this parcel. With the addition of more houses along these washes a bottleneck will be created, effectively shutting down the wildlife corridor.

The Saguaro National Park West Unit is effectively an island and the few remaining corridors are very valuable. The future of the park as a viable resource is at stake, animals need to be able to move to other parks to help insure a healthy population, to provide genetic diversity.

The Saguaro National Park belongs to all of us, for hiking, bike riding, viewing wildlife or just relaxing. This plan for increased housing affects all of us and that is why I am asking you to leave the existing conditions in place. Please vote NO on any increase in the number of houses to be built on this property.

Please print this letter for the all the Commissioners.

Thank you.

Jill N. Holbrook
5981 W. Bridle Way
Tucson, AZ 85743

Cynthia Ross

From: Terri Byler
Sent: Friday, December 05, 2014 8:17 AM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: Ina/Silverbell Change of Conditions

That is it for now.

From: Golf Weaver [mailto:golfweaver@earthlink.net]
Sent: Thursday, December 04, 2014 11:42 PM
To: Terri Byler
Subject: Ina/Silverbell Change of Conditions

REF: Ina/Silverbell Change of Conditions
Thomas Schnee, Chair Marana Planning Commission
Marana Planning Department
(520) 382-2600

Dear Members of the Marana Planning Commission,

I am asking you to please leave the existing conditions in place and not allow for an increase in density of housing. A long hard compromise was reached in 2002 concerning the up-zoning of this property and one of the main issues is that it is an important wildlife corridor to the Santa Cruz River.

The Saguaro National Park West Unit reaches its closest point to the Santa Cruz, less than a mile, directly upstream from the two washes that go through this parcel. With the addition of more houses along these washes a bottleneck will be created, effectively shutting down the wildlife corridor.

The Saguaro National Park West Unit is effectively an island and the few remaining corridors are very valuable. The future of the park as a viable resource is at stake, animals need to be able to move to other parks to help insure a healthy population, to provide genetic diversity.

The Saguaro National Park belongs to all of us, for hiking, bike riding, viewing wildlife or just relaxing. This plan for increased housing affects all of us and that is why I am asking you to leave the existing conditions in place. Please vote NO on any increase in the number of houses to be built on this property.

Please print this letter for the all the Commissioners.

Thank you.

Lura Moore
5981 W. Bridle Way
Tucson, AZ 85743

Walsh Family
5841 West Bridle Way
Tucson AZ 85743

December 9, 2014

Cynthia L. Ross, AICP, Planner II, Planning Department
Development Services, Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

ph (520) 382-2651 - email cross@marana.com

Re: Case number: PCM1410-002

Dear Ms Ross,

Thank you for accepting this letter of protest against changes requested by Fidelity National Trust TR 60204 for the Ina/Silverbell development. While objecting to the addition of 18 houses crowding this delicate wildlife corridor, we specifically illustrate below the impact of the increased density on our property.

For over 30 years, our family has owned two acres on the southeast side at the end of West Bridle Way, the house at 5841 West Bridle Way, and the undeveloped one-acre block on the south side of our house.

We outline below our strong objection to the proposed addition of three more houses on our property line and the proposed placement of a road and cul de sac as illustrated in the new proposal. We also request assurances that our home and neighborhood will not be adversely affected by the new development.

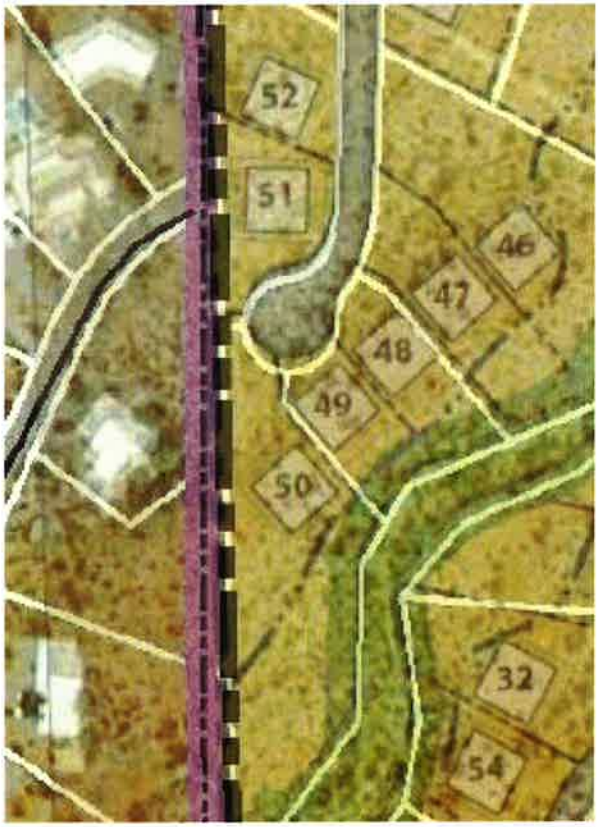


Figure 1: *This image shows the proposed seven new homes, numbered 46 through 52, with white lines indicating the original four lots designated on the current/old plan.*

The painstakingly negotiated current/old plan (*see the white boundary lines on fig 1*) allocates four lots for four homes.

The proposed/new plan doubles the number of homes on three lots for a total of seven homes, five of them forming a tightly spaced and imposing corridor of concrete. The proposed line of houses would form a continuous barrier visible from every vantage point on our property and from every window and door in our bedrooms and living areas. It would fully block our unobstructed view of the Tucson Valley and Catalina Mountains, and would threaten our property value.

We further object to the angling of the new roadway and cul de sac — such that vehicle lights will shine directly into our bedrooms, main living area and patio — and their proximity to our property line, which would impose traffic noise, lights and fumes creating a nuisance, sleep disturbance and hazard.

As shown, instead of four well-spaced homes, in keeping with the character and density of our neighborhood and preserving the open desert and wildlife corridor, the new plan would have us boxed in by concrete and asphalt and irritated by the busyness of three additional cramped households. This is completely out of keeping with our community ambience.

Please note, the location of new houses in this particular group is at the end of a ridge which drops down 30 to 40 feet into Animal Wash. By virtue of their unique position at the end of West Bridle Way, which traverses the top of the ridge, any houses built on this outcrop of land will be an integral part of the old neighborhood. It is especially important, therefore, that this group of houses should be designed as low density, individual and unique, single story, flat-roofed, brick homes fitting in with the density and character of the old neighborhood. This group of new homes should not form an imposing, unsightly, crowded and ill-fitting enclave.

We request, as per the current/old plan, that:

- the lot shared by proposed houses 52 & 51 be allocated one home
- the lot shared by proposed houses 49 & 48 be allocated one home
- the lot shared by proposed houses 47 & 46 be allocated one home
- the proposed house numbered 50 be shifted southeast;

and that (*see blue overlay on fig 2*)

- the proposed cul de sac be located away from our property line, to the northeast of the proposed house numbered 51 with four driveways leading to four homes.

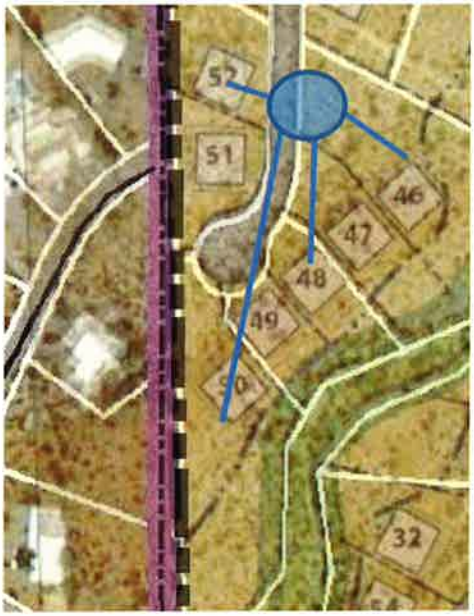


Figure 2: *The blue overlay shows the preferred placement of the cul de sac and four driveways to the preferred locations of four homes, as per the current/old plan.*

With reference, in particular, to the proposed house numbered 50, situated unnecessarily close to our home and in the middle of a feeder wash, we would like to bring your attention to the intersection of the wash and power lines at this location (see fig 3).



Figure 3: *The blue line shows the route of the wash. The red line shows the pathway of the power lines. The proposed house numbered 50 needs to be moved well south of the junction of these two features and east, away from our property line.*

According to the current/old plan there is sufficient space on the lot to move this house southeast, well away from the junction of these two features, to a less imposing distance from our home, where it will not create a blockage in the wash that may flood our property.

Please see the pictures below showing the formation of the wash that bisects our property during the monsoon and rages at least 3 feet in depth before dropping down into Animal Wash. Its route would directly impact the proposed house site numbered 50 and possibly 49 as well. A video is available showing the formation of the torrent and its path across our property.



Figure 4: *Rivulets form along West Bridle Way and join together on our property to form a wash during the monsoon. This wash bisects our property and rages at least 3 feet in depth before dropping down into Animal Wash. Its pathway runs straight across the proposed house site numbered 50 and possibly 49 as well.*

We further request from Marana Council assurances that all lighting on the new houses be at ground level, directed toward each new house (not toward existing homes or out into the desert), and that all lighting be on motion sensors adjusted for people approaching the house. This attention to lighting will help preserve the nocturnal environment of creatures in the wildlife corridor and the peaceful dark nights and starry skies we so enjoy in our rural location.

The new houses should be angled such that their windowless garage walls face existing properties and the patios and outdoor living areas are located on the east side of each new dwelling. This will ensure we do not find ourselves peering into each other's windows and outdoor recreations nor suffer sleepless nights from uncurtained indoor lighting used by night owls.

With respect, we sincerely request Marana council members to

- reject the proposed changes of conditions, particularly with regard to increasing the number of houses
- require the re-location of the proposed cul de sac away from our property line
- ensure the traffic pathway does not direct vehicle lights into existing homes
- reject the building of blocks of tightly spaced homes that produce continuous barriers and require strip grading because they are too close together to allow individually graded lots
- require new homes to be well-spaced on individually graded lots and situated to protect views, wildlife corridors, the natural desert habitat and the low density and private lifestyles currently enjoyed in adjacent neighborhoods
- require developers to attend to lighting and angling of houses to preserve privacy and the dark of night
- require attention to existing water courses leading into a main wash, particularly the one next to our house
- ensure each new home within the line of sight from any house in an adjacent old neighborhood is constructed as a single story, flat-roofed dwelling
- ensure the style and arrangement of new homes are in keeping with adjacent older homes and thereby enhancing to property values
- provide assurances the new development will maintain the peace, quiet, space, natural habitat, darkness of night and privacy afforded by our rural location
- protect the rare and fragile one-mile stretch of wildlife corridor from Saguaro National Park along the double wash through our neighbourhood to the Santa Cruz River.

Thank you for your kind consideration.

Regards,



Jean Walsh
On behalf of the Walsh family
Contact: (520) 744-0552 — or — jean299@aol.com

Cynthia Ross

From: Terri Byler
Sent: Friday, December 05, 2014 10:58 AM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: Ina/Silverbell Change of Rezone Conditions

FYI

From: Tim Pierce [mailto:tkpaz@hotmail.com]
Sent: Friday, December 05, 2014 9:47 AM
To: Terri Byler
Subject: Ina/Silverbell Change of Rezone Conditions

Ref: Ina and Silverbell Rezone Change of Rezone Conditions PCM1410-002
Thomas Schnee, Chair Marana Planning Commission
Marana Planning Department

Dear Members of the Marana Planning Commission,

I am contacting you today regarding the newly requested change in the rezoning conditions proposed by the applicant for the area ready to be developed on the SW corner of Ina and Silverbell roads.

My wife and I have been residents of the Bridlewood West subdivision, directly adjacent to the subject property, for 30 years. Over that time we have raised three children and now have two grandchildren. Our family has extremely enjoyed living in this area, and a very large part of it has been the beautiful desert and natural wildlife in the area. We have experienced on and around our property, on many occasions, deer, javalina, bobcats and coyotes. Since this area is a wildlife corridor between Saguaro National Park West and the Santa Cruz river these animals frequently travel through and around the arroyos in this area.

It was unfortunate that the compromise reached in 2002 increased the density of housing on the subject property from what is typical for the adjacent Bridlewood West area. It will likely disrupt the natural flow of wildlife and scrape away much of the natural desert. I know there is more dense housing across Ina Rd. to the north, but to my knowledge everything from the subject SW corner of Ina/Silverbell to the south and west are typically one acre lot size minimum.

We are asking that you please leave the existing conditions in place regarding the number of homes allowed on this property, and not allow an increase per the applicants request. This specifically refers to Condition #9. The applicants rationale of "Remove due to the delisting of the Pygmy-owl and the demand shift in the market for new housing as a result of the economic recession" does not seem sufficient justification to allow more dense housing on this property. It should be obvious that the applicant's interest in this condition is strictly for more profit and without regard to the wildlife and beauty of the area, or the lifestyle the existing homeowners in the area have come to appreciate. An increase in the number of homes allowed on this property would only further restrict, and possibly cut off this area of the wildlife corridor completely. As much of the natural desert around Tucson has been completely scraped clean for housing developments over the years, we, as a community, have come to realize the importance of green belts and natural areas that can never be recovered once lost. Please, let's make Marana a model for this type of modern development that is sensitive to the natural beauty of its surrounding areas, and not just grant the developer's wishes for higher profits that will

forever impact this beautiful desert area.

As my wife and I near retirement we still greatly enjoy walking and bike riding in and around our neighborhood. We enjoy having our grandkids stay with us frequently and hope we can continue to point out to them the beautiful flora and fauna that we have enjoyed over the years that make this area so special.

We kindly ask that you please print this letter for all the Commissioners.

Thank you,

Tim and Pat Pierce
6002 W. Bridle Way

Cynthia Ross

From: Terri Byler
Sent: Thursday, December 04, 2014 4:34 PM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: letter to Planning Commission

FYI...

From: Cindy Campbell [mailto:sancarloscindy@msn.com]
Sent: Thursday, December 04, 2014 4:28 PM
To: Terri Byler
Subject: letter to Planning Commission

Please copy all of the persons on the planning commission on my letter.

Regarding : Ina/Silverbell Change of Conditions Request
PLEASE DENY REQUEST TO REPLAT

Messers: Thomas Schnee, Chair Marana Planning Commission
Don Duncan, Vice Chair, Terry Fehrmann, Marcia Jakab, Steve Miklosi, and Richard Miller

Dear Members of the Marana Planning Commission,
I am heartsick over the Developers attempt to get this parcel replatted. In 2002 the previous owner and developer of the property requested a plat approval and the surrounding property owners and concerned citizens came to a long hard fought compromise on the development of the property. Now, 12 years later, a new owner is attempting to replat this proposed development.

We, the citizens that agreed to the 2002 compromise would have never agreed if we didn't have the trust in our local government that the developer would be held to the agreement. This is honestly the worst kind of trickery these property developers (who care nothing about the land or the animals) can pull. They are only interested in money) and we all know it.

So I am beseeching you, please leave the existing conditions in place and not allow for an increase in density of housing.

The current property owner knew full well of the current approved plat - 41 homes - that's it. Now he is getting greedy - wants to make more money - he does not care what kind of mess he makes. Scraping virgin desert of all traces of plants and animals. And once it's gone - it's gone forever.

Please acquaint yourself with this parcel of land. It is so rich it's ridiculous. 3 large washes that feed directly into the Santa Cruz river. A transportation highway for deer, bobcat, javalena, and much much more.

The Saguaro National Park West Unit reaches its closest point to the Santa Cruz, less than a mile, directly upstream from the two washes that go through this parcel. With the addition of more houses along these washes a bottleneck will be created, effectively shutting down the wildlife corridor.
The Saguaro National Park West Unit is effectively an island and the few remaining corridors are very valuable. The future of the park as a viable resource is at stake, animals need to be able to move to other parks to help insure a healthy population, to provide genetic diversity.

The Saguaro National Park belongs to all of us, for hiking, bike riding, viewing wildlife or just relaxing. This plan for increased housing affects all of us and that is why I am asking you to leaving the existing conditions in place and to vote no.
Thank you,

Cynthia Campbell
6250 N. Desert Willow Drive
Tucson, AZ 85743

Cynthia Ross

From: Terri Byler
Sent: Monday, December 08, 2014 1:16 PM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: Protesting Ina/Silverbell Change of Conditions PCM1410-002

FYI-

From: Helen Gardner [mailto:ringtailcat3@gmail.com]
Sent: Monday, December 08, 2014 12:42 PM
To: Terri Byler
Subject: Protesting Ina/Silverbell Change of Conditions PCM1410-002

REF: Ina/Silverbell Change of Conditions PCM1410-002

December 2, 2014

Thomas Schnee, Chair Marana Planning Commission
Marana Planning Department
(520) 382-2600

Dear Members of the Marana Planning Commission,

I am writing to let you know I protest the proposed change of conditions for the Ina – Silverbell property, specifically the change from 41 homes to 59 homes.

My husband and I bought our home in the area in 1963. At that time the relator said that we many not want to live "so far out". We did not agree and loved living in the rural area. At that time cowboys would ride to our place asking if we had seen their missing cows. We sent our daughter to Marana to go to school.

Over the years we bought more land around us, until we had a total of five SR parcels. We bought that land to protect the natural open space and for the wildlife.

As you know 50 years is a long time and a lot has changed since we bought our home. With all the growth wildlife corridors have become rare and the ability for wildlife to move from one area to another has been sharply restricted. Our property has become important as a large open area between Saguaro National Park and the Santa Cruz River. Many of our neighbors feel the same and also maintain large parcels.

As you can imagine the property taxes on this land is high but we want to keep paying it to protect the land. The proposed change will create a bottleneck between the Saguaro National Park and the Santa Cruz River. We worked closely with Marana to come up with the existing compromise though we thought it still had too many houses. To add even more homes would indicate a broken promise between Marana and the neighbors who worked so hard with the town's policy makers.

Please vote no on any change of conditions.

Please print this letter for the all the Commissioners.

Thank you,

Barbara B. Wilson

6645 N. Waycross Rd.

Raisch/Comeau Family
5930 W Belmont Rd
Tucson, AZ 85743
December 16th, 2014

Cynthia L. Ross, AICP, Planner II, Planning Department
Development Services, Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Re: Case number: PCM1410-002

Dear Ms. Ross,

Thank you for accepting this letter of protest against changes requested by Fidelity National Trust TR 60204 for the Ina/Silverbell development. While objecting to the addition of 18 houses crowding the delicate wildlife corridor, we illustrate below the impact of the increases density on the surrounding existing properties.

For over 30 years, our friends the Walsh family, have owned two acres on the southeast side at the end of West Bridle Way, the house at 5841 West Bridle Way, and the undeveloped one-acre block on the south side of their house.

We have outlined our strong objection to the proposed addition of three more houses on their property line and the proposed placement of a road and cul de sac as illustrated in the new proposal. We also request assurance that their home and surrounding neighborhoods will not be adversely affected by the new development.

The painstakingly negotiated current/old plan *(see the white boundary lines on fig 1)* allocated four lots for four homes.

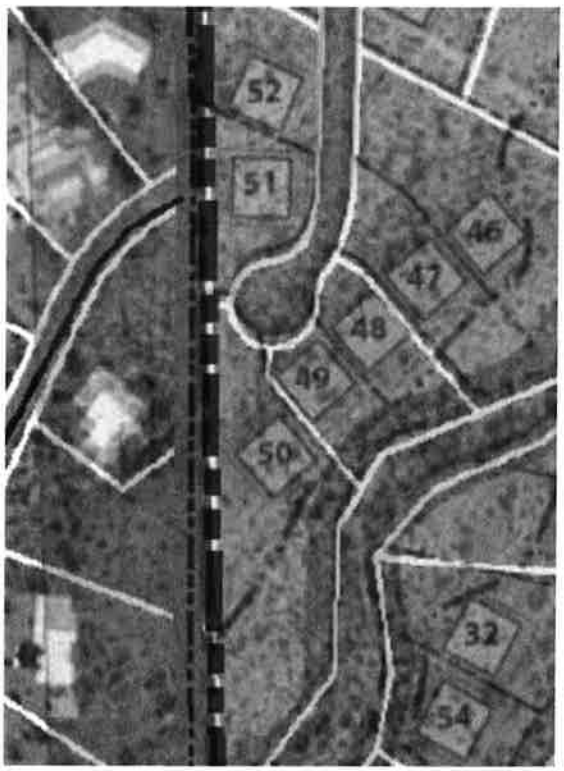


Figure 1: *This image shows the proposed seven new homes, numbered 46 through 52, with white lines indicating the original four lots designated on the current/old plan.*

The proposed/new plan doubles the number of homes on three lots for a total of seven homes, five of them forming a tightly spaced and imposing corridor of concrete. The proposed line of houses would form a continuous barrier visible from every vantage point on the Walsh's property and from every window and door in their bedrooms and living areas. It would fully block their unobstructed view of the Tucson Valley and the Catalina Mountains, and would threaten their property value as well as other surrounding existing properties.

We further object to the angling of the new roadway and cul de sac, such that vehicle lights will shine directly into their bedrooms, main living area, and patio, and with their proximity to their property line, which would impose traffic noise, lights, and fumes creating a nuisance, sleep disturbance, and hazard.

As shown, instead of four well-spaced homes, in keeping with the character and density of our neighborhoods and preserving open desert and wildlife corridor, the new plan would have our friends, the Walsh's, boxed in by concrete and asphalt and irritated by the

business of three additional cramped households. This is completely out of keeping with our community ambience.

Please note, the location of the new houses in this particular group is at the end of a ridge which drops down 30 to 40 feet into Animal Wash. By virtue of their unique position at the end of West Bridle Way, which traverses the top of the ridge, any house built on this outcrop of land will be an integral part of the old neighborhood. It is especially important, therefore, that this group of houses should be designed as low density, individual and unique, single-story, flat-roofed, brick homes fitting in with the density and character of the old neighborhood. This group of new homes should not form an imposing, unsightly crowded and ill-fitting enclave.

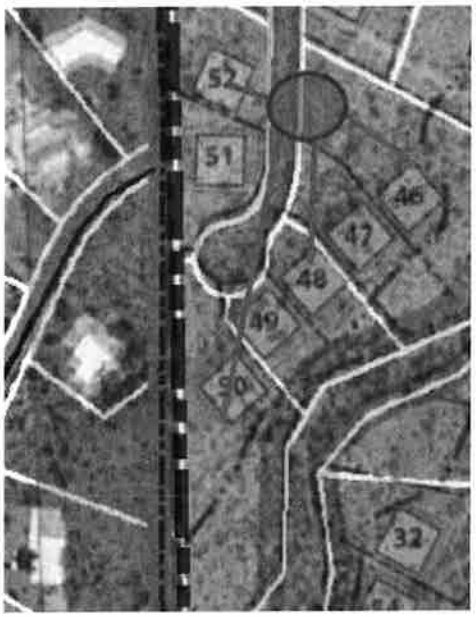


Figure 2: *The blue overlay shows the preferred placement of the cul de sac and four driveways to the preferred locations of four homes, as per the current/old plan.*

We request, as per the current/old plan that:

- The lot shared by proposed houses 52 & 51 be allocated one home
- The lot shared by proposed houses 49 & 48 be allocated one home
- The lot shared by proposed houses 47 & 46 be allocated one home
- The proposed house numbered 50 be shifted southeast;

And that *(see blue overlay on fig. 2)*

- The proposed cul de sac be located away from our friends' property line, to the northeast of the proposed house numbered 51 with four driveways leading to four homes.



Figure 3: *The blue line shows the route of the wash. The red line shows the pathway of the power lines. The proposed house numbered 50 needs to be moved well south of the junction of these two features and east, away from the Walsh's property line.*

With reference, in particular, to the proposed house numbered 50, situated unnecessarily close to the Walsh's home and in the middle of a feeder wash, we would like to bring to your attention to the intersection of the wash and power lines at this location *(see fig. 3)*.

According to the current/old plan there is sufficient space on the lot to move this house southeast, well away from the junction of these two features, to a less imposing distance from the Walsh's home, where it will not create a blockage in the wash that may flood their property.

Please see the pictures below showing the formation of the wash that bisects their property during the monsoons and rages a least 3 feet in depth before dropping down into Animal Wash. Its route would directly impact the proposed house site number 50 and possibly 49 as well.



Figure 4: *Rivulets form along West Bridle Way and join together on the Walsh's property to form a wash during the monsoon. This wash bisects our property and rages at least 3 feet in depth before dropping down into Animal Wash. Its pathway runs straight across the proposed house site numbered 50 and possibly 49 as well.*

We further request from Marana Council assurance that all lighting on the new houses be at ground level, directed toward each new house (not toward existing homes or out into the desert), and that all lighting be on motion sensors adjusted for people approaching the house. This attention to lighting will help presence the nocturnal environment of creatures in the wildlife corridor and the peaceful dark nights and starry skies we enjoy in our rural location.

The new houses should be angled such that their windowless garage walls face existing properties and the patios and outdoor living areas are located on the east side on each new dwelling.

With respect, we sincerely request Marana Council members to:

- Reject the proposed changes of conditions, particularly with regards to increasing the number of houses
- Require the re-location of the proposed cul de sac away from the Walsh's property line
- Ensure the traffic pathway does not direct vehicle lights into existing homes
- Reject the building of blocks of tightly spaced homes that produce continuous barriers and require strip grading because they are too close together to allow individually graded lots
- Require new homes to be well-spaced on individually graded lots and situated to protect views, wildlife corridors, the natural desert habitat and the low density and private lifestyles currently enjoyed in adjacent neighborhoods
- Require developers to attend to lighting and angling of houses to preserve privacy and the dark of night
- Require attention to existing water courses leading into a main wash, particularly the one next to the Walsh's house
- Ensure each new home within the light of sight from any house in an adjacent neighborhood is constructed as single story, flat-roof dwelling
- Ensure the style and arrangement of new homes are in keeping with adjacent older homes and thereby enhancing to property values
- Provide assurances the new development will maintain the peace, quite, space, natural habitat, darkness of night and privacy afforded by our rural location

  Protect the rare and fragile one-mile stretch of wildlife corridor from Saguaro Nation Park along the double wash through our neighborhood to the Santa Cruz River

Thank you for your kind consideration.

Sincerely,



Amanda Raisch-Mc

On behalf of the Raisch/Comeau Family

Cynthia Ross

From: Amanda R <araisch@email.arizona.edu>
Sent: Wednesday, December 17, 2014 3:59 PM
To: Cynthia Ross
Subject: Ina & Silverbell Protest Letter
Attachments: Raisch InaSilverbell Protest Letter.docx

Dear Cynthia Ross,

Please advise, I have attached my letter regarding the proposed development at Ina & Silverbell. Case number: PCM1410-002.

Thank you for your time,

Amanda Raisch-Mc

Cynthia Ross

From: Cynthia Ross
Sent: Monday, December 15, 2014 9:32 AM
To: 'Carol K.'
Subject: RE: Planning & Zoning PCM1410-002

Carol,

Thank you for your letter. I am the Planner assigned to the request for this Change of Rezone Conditions application and will make sure the Commission receives a copy of your protest letter.

Just in case you are not aware of it, a public hearing for this request will be held on December 17, 2014 at 6:30pm at the Marana Municipal Complex.

Respectfully~

Cynthia L. Ross, AICP
Planner II, Planning Department
Development Services
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653
(520)382-2651

09:58 RCVD

From: Carol K. [mailto:cklam240@yahoo.com]
Sent: Saturday, December 13, 2014 12:52 PM
To: Cynthia Ross; Terri Byler
Subject: Planning & Zoning PCM1410-002

Dear Ms. Cross & Ms. Byler, Please forward this notice to all the members on the Planning Commission.

I want to protest any changes requested by the Fidelity National Trust 60204 for the 59 acres on Silverbell Rd. I live at 5445 W. De Green Ln. & have been there for years including in 2002 when this parcel was originally annexed into Marana & rezoned. At that time compromises were made with the neighbors to not let more than 41 homes be built, along with other conditions including 70% open space for it to try & blend in with the SR neighborhood better. I along with many other neighbors were also included to be noticed even though we were out of the 300 feet area due to the large parcels in the area. This rezoning & conditons were to run with the land, not just the current owner. I request you please leave the original plan as was agreed to in 2002. Thank you.
Carol Klamerus
5445 W. De Green Ln. 85743

Cynthia Ross

From: Terri Byler
Sent: Tuesday, December 16, 2014 3:56 PM
To: Cynthia Ross
Cc: Ryan Mahoney
Subject: FW: Ina/Silverbell Change of Conditions

FYI

From: lita doesken [mailto:ldoesken5@gmail.com]
Sent: Tuesday, December 16, 2014 3:44 PM
To: Terri Byler
Subject: Ina/Silverbell Change of Conditions

REF: Ina/Silverbell Change of Conditions
Thomas Schnee, Chair Marana Planning Commission
Marana Planning Department
(520) 382-2600

Dear Members of the Marana Planning Commission,

I am asking you to please leave the existing conditions in place and not allow for an increase in density of housing. A long hard compromise was reached in 2002 concerning the up-zoning of this property and one of the main issues is that it is an important wildlife corridor to the Santa Cruz River.

The Saguaro National Park West Unit reaches its closest point to the Santa Cruz, less than a mile, directly upstream from the two washes that go through this parcel. With the addition of more houses along these washes a bottleneck will be created, effectively shutting down the wildlife corridor.

The Saguaro National Park West Unit is effectively an island and the few remaining corridors are very valuable. The future of the park as a viable resource is at stake, animals need to be able to move to other parks to help insure a healthy population, to provide genetic diversity.

The Saguaro National Park belongs to all of us, for hiking, bike riding, viewing wildlife or just relaxing. This plan for increased housing affects all of us and that is why I am asking you to leave the existing conditions in place. Please vote NO on any increase in the number of houses to be built on this property.

Please print this letter for the all the Commissioners.

Thank you.

--

Lita Doesken
948 W Thornbush Pl
Oro Valley, AZ 85755

6701 N. Waycross Rd
Tucson, AZ 85743
December 13, 2014

Thomas Schnee, Chair Marana Planning Commission
Cynthia L. Ross, AICP, Planner II, Planning Department
Development Services, Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

cross@marana.com

12-15-14 A10:25 RCVD

Dear P&Z Commission Members:

I am writing to PROTEST the Ina/Silverbell Change of Conditions (PCM 1410-002), specifically the addition of 18 more homes to the plan approved in 2002.

I have lived at 6701 N. Waycross Road for 35 years. My property abuts the subject parcel so I will be directly impacted by this development. Ours is an older established neighborhood with a minimum lot size of 3.3 acres, SR zoning. I objected to the rezoning of the subject parcel in 2002 and frankly resent having to spend my time and energy on this again. There are many folks like me in my neighborhood who have lived here for decades, our hopes, dreams, lives (and tax dollars) tied up in our property: do our wishes count for nothing? We moved here for a rural lifestyle, not for a housing development that is 9 times as dense as our own.

There have been numerous times, when someone has visited me for the first time, I have heard comments like "Wow, I didn't know all this was back in here!" or "This is really nice back here!" They are referring, of course, to the spacious desert acreage that I and my neighbors have protected by purchasing and maintaining the open desert space. The residents of Pima County (of which Marana is a part) are tired of the same old strip development, tired of seeing the same small cookie-cutter lots. There is a place for that kind of development, to provide affordable housing. However this parcel is not that place. This land, so visible to the outside world by being situated along heavily-travelled Silverbell Road, contains 2 of the last remaining washes, not surrounded by development, which connect Saguaro National Park and Monument to the Santa Cruz River. These are valuable wildlife corridors, but bring more houses, more people, with more dogs, and those corridors will not be functional for the wildlife.

The subject parcel is extremely hilly, with a large percentage being taken up by washes, the power line easement or slopes of 15% grade or greater. Adding 18 more homes to the plan forces tighter building along the western and especially southern boundaries of the plat, which adjoin the existing neighborhoods. The grading envelopes of the homesites planned for the southern boundary would all run together, creating an unsightly scraping of the desert and homes packed closely together, totally out of character from my existing long-term neighborhood. The setbacks approved originally

for the southern boundary, of a short distance with 100 feet and the rest 75 feet, are insufficient to compensate for this crowding. These setbacks should be more like 150 feet if this increased density is to occur.

As presented to the neighbors and interested persons at a meeting on September 29, 2014, it was stated that "over 50% of the site will be undisturbed natural open space". Marana's own Parks, Recreation, Trails and Open Space Master Plan recommend 70% open space for this land. The Marana Master Plan is wise and should not be ignored and negated.

In conclusion, the rezoning of this property to R-16 twelve years ago was a mistake. A mistake for the people living here, a mistake for our wildlife, and a mistake for the long term health of our community and environment. Please do not compound this mistake by allowing this change of condition.

Sincerely,

Marcia Lincoln

5961 W. Bridle Way
Tucson AZ 85743
December 9, 2014

12-12-14 P01:03 RCVD

Cynthia L. Ross, AICP, Planner II, Planning Department
Development Services, Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Re: Case number: PCM1410-002

Dear Ms. Ross:

We are concerned residents on Bridle Way just west of the proposed zoning changes to increase the housing density in the above mentioned case on Silverbell Road. Our neighborhood has all acre lots or larger with very different housing styles. All of the details of this development were painstakingly worked out and agreed to by the previous developer and the adjacent community. Now a new developer wants to force in many more houses to up the profit margin at the expense of our desert community.

We are NOT "NIMBYs" as we accepted the previous agreement. We strongly support the old design with absolutely no street connection to the Bridlewood West subdivision and especially Bridle Way. Connecting to our streets would change the entire character of our quiet neighborhood for their profit.

I was a three-term elected alderman in the City of Marengo, Illinois and have seen developers routinely want changes in negotiated designs normally at the last second to balloon their return.

We request the Board simply reject the changes and stand by the old agreement. We find that none of the changes will improve our community.

We recently drove through the new development at the Northwest corner of Silverbell & Ina and were dismayed to find the desert bladed bald, covered with houses and a few token green things planted here and there. Please don't move in that direction again. Zoning is to provide the highest and best uses of the land...just more houses is not that.

Sincerely yours,

Wayne E. Wesolowski, PhD
Professor of Chemistry (retired)

Mary C. Wesolowski

Mary C. Wesolowski

Cynthia L. Ross, AICP, Planner II, Planning Department
Development Services, Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

Dec. 13, 2014

Re: Case number: PCM1410-002

Dear Ms. Ross,

12-15-14 A09:59 RCVD

Approximately 12 years ago, the Marana Town Council approved a plan to allow 41 new homes to be built on the approximately 60 acre property southwest of Ina and Silverbell. This was done after taking into consideration all the arguments that we in our neighborhood of Logan Hills and other nearby neighborhoods presented against the developer's initial proposal of over 60 new houses. For whatever reason, that developer never constructed any of the homes.

Now, 12 years later, I am greatly dismayed that we have to be going over the same ground in response to a new developer proposing 59 new homes on the same 60 acre property. Nothing significant has changed to the topology and character of the 60 acre property in 12 years, and the same concerns that we had then--the negative impact to our quality of life (increased noise, lights, pollution, congestion), to the wildlife corridor that cuts across the property, and to the potential damage to the washes—are still valid if more than the 41 homes were allowed.

In addition, the density of the proposed home sites on the usable parts of the property is not in character with the home sites in the surrounding neighborhoods. Further, as currently mapped out, some of the homes would be subject to major flood damage.

Therefore, let it be clear that I am protesting the proposed rezoning change from 41 to 59 houses.

Sincerely,

Victor J. Ong
6701 N. Waycross Road
Tucson, Arizona 85743

Cynthia Ross

From: Jim Danhof <jdanhof@live.com>
Sent: Monday, December 15, 2014 9:40 AM
To: Cynthia Ross
Subject: Fw: case #PCM1410-002

Dear Ms. Ross,

My name is James Danhof, my wife Sharon and I are located at 6745 N Waycross Rd directly south of the proposed development. We have lived here since 1978, (34) years. I would like to express some of my concerns as to the increase of housing proposed to the north of us. All the years that we have lived here we have enjoyed a spectacular view, I think most of the visitors we have had commented on how beautiful it is. I would invite you and the Council to come and see. My number is 520 289 4798. As I ponder on what the developer wants to do I get a bit ill. To think we will now be looking at a house instead of the beautiful landscape is hard to take, not to mention the added noise that comes with each and every house and the impact it will have on the abundant wildlife here. Therefore we protest the proposed changes in the current zoning.

I would ask that you not change the zoning. We fought really hard when the zoning was passed and now it seems all was in vain. Please leave it like it is now. A height limit of 18' and no added houses. Please let the little people win instead of the big money developers.

Thank you,
Jim Danhof

12-15-14

December 11, 2014

Thomas Schnee, Chair Marana Planning Commission
Cynthia L. Ross, AICP, Planner II, Planning Department
Development Services, Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

12-11-14P01:42 RCVD

Re: Ina/Silverbell Change of Conditions PCM1410-002

Dear Chair Thomas Schenne and Members of the Planning Commission,

I am writing you to protest the proposed change of conditions for the Ina/Silverbell property referenced as PCM 1410-002, specifically condition 9 with the addition of 18 more homes.

Eighteen more homes on the property will create a bottleneck that will not allow wildlife to move through it. The argument that there is no reason for condition 9 because of the delisting of the pygmy owl is not valid as this change of condition affects all the other wildlife in the area.

If the conditions are to be changed I propose the addition of four new conditions.

1. The current buffer along the southern boundary should be doubled to 140 ft. This buffer should include a grading setback from the property lines on the south side that are adjacent to SR lots.
2. No trespassing – private property signs should be placed all along the southern and western edge of the property to protect the neighbours. We have large lots and they will attract folks to walk on them. That opens us up to liability if someone is harmed. These signs will inform the new residents that they are not allowed to trespass on the neighbouring private property even if it appears to be undisturbed open space.
3. Have the Tucson Cactus & Succulent Society salvage any plant that cannot be preserved in place or transplanted on the property.
4. Have all grading be kept to small individual building envelopes. No mass blading of lots. All land outside of the designated grading envelopes shall be set aside as undisturbed open space by recordation of a conservation easement which shall run with the title to the parcel and also be recorded in the CCR's. The Homeowner's Association and/or the homeowners shall be responsible for control of exotic invasive species within their lots, especially buffelgrass which threatens public health and safety by being a severe fire risk.

I grew up next to the property and have lived there over 50 years. I have spent my childhood and adulthood observing the wildlife in the area. I became a wildlife biologist because of my love of the land and the creatures that inhabit it. While studying at the University of Arizona I did field studies on some of the species near the affected property. To continue my lifelong interest in wildlife in the area, I set up a trail camera and have four years of photo documenting some of

the wildlife that occupy the area and specifically use the wildlife corridors in the two major washes that transverse the affected property.



Over the years the ability for wildlife to move between mountain ranges has been drastically reduced. This is leading to what is known as an "island effect", isolating species and negatively affecting the genetic diversity and health of the wildlife in the Tucson Mountains. Saguaro National Park was created to celebrate and preserve the richness of this area but it is in danger of losing its vitality. Wildlife corridors are key to preserving the Park's wildlife.

The two major washes that run through the property are vital links from Saguaro National Park to the Santa Cruz River. All of the land between the affected property and Saguaro National Park are SR lots, with many kept as undeveloped open space. My family personally is currently preserving three large parcels, at great expense, to help preserve these regionally important corridors.

I have had the great privilege to live most of my life in this area, to go to school in Marana and to know what the town was like before all the changes of the last few decades. I sincerely hope you will honor my request for Marana to permanently protect these two important regional wildlife corridors and help preserve the integrity of Saguaro National Park, the Tucson Mountains and the jewels in its backyard.

Sincerely,
Helen Wilson
5855 West Abington Lane

TO: Marana Planning Commission Council Members
Thomas Schnee, Chair
Don Duncan, Vice Chair
Terry Fehrmann
Marcia Jakab
Steve Miklosi
Richard Miller

FROM: Kent and Jessie Loganbill
5960 W. Bridle Way
Tucson, AZ 85743

12-11-14 A10:23 RCVD

RE: PCM1410-002

Dear members,

In this PROTEST Letter, we would like to express our concern and opposition to the **Ina/Silverbell Change of Conditions** that are being asked for by the builder of the land located approximately 1000 feet south of the intersection of Ina and Silverbell roads. We already made compromises when this issue was originally addressed more than 10 years ago. Those conditions need to be upheld and not changed again.

The site was platted in 2005 for forty-one lots and now the builder wants to increase that to fifty-nine. We have lived on Bridle Way in the Bridlewood West neighborhood for almost 16 years. Our neighborhood borders the proposed development. The primary reasons for our opposition to the increased housing density and other changes are as follows:

1. Wildlife movement from the Santa Cruz River Riparian Habitat will be severely impeded by displacing the food, cover, and safety that animals require to survive and thrive west of Silverbell road. Wildlife requires movement through natural open space. The Ina and Silverbell area is one of the closest points between the Santa Cruz River and Silverbell road. Changing the topography and watershed and adding more humans and houses will make it even harder and unsafe for animals traveling to and from the desert and Saguaro Monument West to the Santa Cruz.

2. Silverbell is a scenic roadway and the proposed development area is highly visually sensitive. It contains many native plants including Cat Claw, Palo Verde and Saguaros and two sensitive washes (one of them is named "Animal Wash"). People travel to the area to see our beautiful desert including animals and vegetation, not subdivisions and scraped earth. Keep the area a true, scenic desert experience and a natural gateway and ecologically sound transition. According to Marana's strategic plan website, their vision is that Marana is "the centerpiece of the Sonoran Desert experience, where fun and progress meet." That DOES NOT mean scraping off the desert, destroying vegetation and animals and replacing it with more homes, concrete and cars. Progress to us means learning from destructive mistakes of the past by preserving the Sonoran desert and open space, not destroying it.

3. The proposed density is too much for the area and existing aesthetics, especially since there are two important washes that flow through it. Yes, the builder will leave open spaces, but it is not enough and would still impact the wildlife corridors. There is the need to leave real, open, natural space with a very decent buffer in and on each side of the washes. Adding more buildings to the site doesn't accomplish that and makes it more difficult for animals to travel. Also, with more homes and construction comes an increase in traffic, litter, air and light pollution, and noise.

We respectfully ask that you give serious consideration to our concerns and opposition to increasing the number of homes in such a precious, important area that needs to be preserved for the benefit of humans and wildlife. Register this PROTEST Letter as two NO votes for the increased density and the other proposed rezoning changes.

Please print this letter for all commission members.

Thank you,
Kent Loganbill
Jessie Loganbill
Kent and Jessie Loganbill

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 3

To: Mayor and Council

Submitted For: John Kmiec, Utilities Director

From: Frank Cassidy, Town Attorney

Date: January 20, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Ordinance No. 2015.004: Relating to Utilities; amending Town Code Title 14 (Utilities) by adding Chapter 14-10 (Industrial wastewater ordinance) (John Kmiec)

Resolution No. 2015-013: Relating to Utilities; declaring as a public record filed with the Town Clerk the amendments adopted by Ordinance No. 2015.004, amending Town Code Title 14 (Utilities) by adding Chapter 14-10 (Industrial wastewater ordinance)
(John Kmiec)

Discussion:

Industrial wastewater regulations control the flow of non-residential waste into Marana sewers, reducing the risk of adverse impacts on Marana's sewer collection system and wastewater treatment plant. Under federal law, Marana is not required to adopt industrial wastewater regulations until the capacity of the plant reaches five million gallons per day (5 MGD). Utilities Department staff recommends adoption of the proposed industrial wastewater regulations to ensure that commercial and industrial facilities connected to Marana's sewers and wastewater treatment plant use the best practices for capturing fats, oils, grease, and other industrial wastes at their source, and to provide enforcement authority for violations.

The proposed industrial wastewater ordinance is substantially the same as the Pima County industrial wastewater ordinance adopted on June 18, 2013 (Pima County Ordinance No. 2013-32), codified in Chapter 13.36 of the Pima County Code. Having substantially the same ordinance allows all businesses and industries throughout the town limits to face the same regulatory requirements, instead of having different requirements in the areas of Marana served by the Pima

County Regional Wastewater Reclamation Department. It also gives the Utilities Department the flexibility of assisting and receiving assistance from PCRWRD on industrial waste ordinance administrative and enforcement issues.

Financial Impact:

The industrial wastewater fees were adopted as part of the 2014 comprehensive fee schedule, in anticipation of the industrial wastewater ordinance's adoption. Because of the few non-residential users connected to the Marana wastewater utility at this time, the fiscal impact of adopting the proposed industrial wastewater ordinance is anticipated to be minimal. However, having the ordinance's regulatory and enforcement mechanisms in place gives the Town the opportunity to avoid potentially costly operational and maintenance issues and system upsets.

Staff Recommendation:

Staff recommends adoption of Ordinance 2015.004 and Resolution 2015-013, adopting the industrial wastewater ordinance and making it a public record.

Suggested Motion:

I move to adopt Ordinance 2015.004 and Resolution 2015-013, adopting the industrial wastewater ordinance and making it a public record.

Attachments: Ordinance 2015.004
Resolution 2015-013

MARANA ORDINANCE NO. 2015.004

RELATING TO UTILITIES; AMENDING TOWN CODE TITLE 14 (UTILITIES) BY ADDING CHAPTER 14-10 (INDUSTRIAL WASTEWATER ORDINANCE)

WHEREAS the Town Council is authorized by A.R.S. § 9-240, among other things, to construct and maintain sewers ant prevent and punish for any obstruction of or to sewers; to adopt regulations to prevent and suppress the introduction or spread of contagious or infectious diseases; and to define, abate, and remove nuisances, and punish those who commit nuisances; and

WHEREAS the Town Council finds that regulating industrial waste received by the town's wastewater utility in the manner set forth in this industrial wastewater ordinance is consistent with best management practices and is generally consistent the practices and regulations adopted by Pima County for its wastewater facilities; and

WHEREAS the Town Council finds that revising Title 14 (Utilities) of the Marana Town Code to add Chapter 14-10 (Industrial wastewater ordinance) is in the best interests of the Town and its residents.

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

SECTION 1. The amendments to Marana Town Title 14 (Utilities) adding Town Code Chapter 14-10 (Industrial wastewater ordinance), three copies of which are on file in the office of the Town Clerk of the Town of Marana, Arizona, which were made a public record by and attached as Exhibit A to Resolution No. 2015-013 of the Town of Marana, Arizona, are hereby referred to, adopted and made a part of this ordinance as if fully set out here.

SECTION 2. The following penalty clauses are included in Chapter 14-10 as adopted pursuant to this ordinance:

14-10-24 Judicial proceedings

A. Initiation of legal action. Whenever the director finds that a user has violated any provision of this chapter, the director may request the town's legal department to take appropriate legal action. The town's legal department is authorized to take legal action to enforce this chapter. This legal action may include, among other things, one or more of the following:

1. Prohibitive injunctions.

2. Mandatory injunctions for corrective action and cleanup.

3. Civil penalties in accordance with this chapter and A.R.S § 49-391.

4. Criminal penalties pursuant to paragraph 14-10-24 E below.

5. Recovery of civil damages, penalties, and costs to the [publicly owned treatment works (POTW)];

6. Recovery of expenses experienced by the POTW in responding to or repairing damages for which the user is liable under section 14-10-23 above.

B. Civil and criminal penalties for violation.

1. Except as set forth in subparagraph 14-10-24 B. 2 below, civil penalties for violation of any article of this chapter, any part of a permit written and issued in compliance with this chapter, or any requirement of a notification of violation issued in compliance with this chapter, shall not exceed $25,000 for each violation. For continuing violations, each day constitutes a separate offense.

2. Civil penalties for non-submittal of reports, noncompliance with the reporting or application requirements required in this chapter or permit, or failure to complete an increment of progress of a compliance schedule, shall not exceed $1,000 for each day the requirements are not satisfied.

3. Any person who attempts to deceive a government agency by submitting documents to the agency or by making statements to a representative of the agency which the person knows to be false, or by destroying or concealing or refusing to deliver papers or records required by the agency to be kept for its information, is subject to prosecution for tampering with a public record, or fraudulent schemes and practices. Tampering with a public record is a class 6 felony (A.R.S. § 13-2407), and carries a maximum penalty of 1.5 years imprisonment and/or a $150,000.00 fine. Fraudulent schemes and practices is a class 5 felony (A.R.S. § 13-2311), and carries a maximum penalty of 2.0 years imprisonment and/or a $150,000.00 fine.

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

SECTION 4. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 6. This ordinance shall become effective on February 20, 2015.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of January, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA RESOLUTION NO. 2015-013

RELATING TO UTILITIES; DECLARING AS A PUBLIC RECORD FILED WITH THE TOWN CLERK THE AMENDMENTS ADOPTED BY ORDINANCE NO. 2015.004, AMENDING TOWN CODE TITLE 14 (UTILITIES) BY ADDING CHAPTER 14-10 (INDUSTRIAL WASTEWATER ORDINANCE)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the amendments to Marana Town Code Title 14 (Utilities), a copy of which is attached to and incorporated in this resolution as Exhibit A and three copies of which are on file in the office of the Town Clerk, are hereby declared to be a public record and ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of January, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SECTION 1. Marana Town Code Title 14 (Utilities) is hereby revised by adding new Chapter 14-10 (Industrial wastewater ordinance) as follows:

CHAPTER 14-10. INDUSTRIAL WASTEWATER ORDINANCE

14-10-1 Purpose and authority

A. The purpose of this chapter is to manage the acceptance of industrial wastewater into the sewerage system to provide for the protection of the town's sanitary system and the process being utilized; groundwater resources; effluent; surface water resources; wastewater sludge disposal methods; and operating personnel through adequate regulation of industrial wastewater discharges including septage.

B. This regulation is accomplished in compliance with a publicly owned treatment works (POTW) pretreatment program mandated by the Arizona pollutant discharge elimination system (AZPDES) permits issued by the Arizona department of environmental quality (ADEQ) to the town in conformity with Arizona administrative code (AAC) R18-9-A905(A)(3)(d) adopting by reference 40 CFR § 122.44.j, A.R.S. § 49-391 and the federal clean water act (CWA), federal water pollution control act amendments of 1972 (P.L. 92-500; 86 Stat. 816; 33 U.S.C. §§ 1251 through 1376); and AAC R18-9-A905(7) and R18-9-A906.

C. It applies to all users discharging non-domestic wastewater to the POTW.

14-10-2 Title of ordinance

The ordinance codified in this chapter shall be known as the “industrial wastewater ordinance.”

14-10-3 Administration

The utilities director shall administer, implement and enforce the provisions of the industrial wastewater ordinance.

14-10-4 Incorporation by reference

The industrial wastewater ordinance codified in this chapter incorporates the federal categorical pretreatment standards codified at 40 CFR § 403.6 and § 405 through 471 adopted by reference in AAC R18-9-A905(A)(8)(b) and R18-9-A905(A)(9).

14-10-5 Definitions

A. The following terms as used in this chapter have the following meanings:

1. Act or “the act”: The federal water pollution control act, also known as the clean water act, as amended, 33 U.S.C. § 1251 *et seq.*

2. Authorized representative: A person is a duly authorized representative only if:

   a. The authorization is made in writing by a person described in subparagraph 14-10-13 A. 5 below; and

   b. The authorization specifies either a named individual or any individual occupying a named position having responsibility for the overall operation of the regulated facility or activity such as plant manager, operator of a well, a well field superintendent, or a position of equivalent responsibility for environmental matters for the user.

3. Best management practices (BMPs): Include:

   a. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in sections 14-10-6 and 14-10-7 below; and

   b. Treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage; and

   c. For food service facilities, those BMPs outlined in the grease management program (section 14-10-30 below).

4. Biosolids: Sewage sludge, also known as biosolids, is the solid material separated during treatment at a domestic or municipal wastewater treatment plant and treated to stabilize and reduce pathogens.

5. Blowdown: The minimum discharge of recirculating water for the purpose of discharging materials contained in the water, the further buildup of which would cause concentration in amounts exceeding established limits.

6. Bypass: The intentional diversion of a wastestream from any portion of a treatment facility.

7. Categorical pretreatment standard or categorical standard: Any regulations defining pollutants or setting pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the clean water act (33 U.S.C. § 1317), that apply to specific categories of users (40 CFR § 403.6 and 405 – 471) adopted by reference in AAC R18-9-A905(A)(8)(b) and R18-9-A905(A)(9). This term includes prohibitive discharge standards under 40 CFR § 403.5, including local limits 40 CFR § 403.5(d).

8. Compliance schedule: Increments of progress, in the form of dates, for the commencement or completion of major events leading to the construction and operation of pretreatment facilities.

9. Composite sample: A combination of no fewer than four individual samples obtained at equal time intervals for 24 hours or for the duration of

the discharge, whichever is shorter. In the case of a batch discharge with flow duration of less than 15 minutes, a single grab sample will meet the intent of a composite sample.

10. Days: Any specific reference to a number of days shall be calendar days unless otherwise specified.
11. Department: The Marana utilities department.
12. Director: The director of the Marana utilities department or the director's designated representative.
13. Discharge: The intentional or unintentional release of a substance into the POTW.
14. Discharge limit: A limit on the amount or concentration of a regulated waste that is discharged to the POTW.
15. Domestic user: Any person who discharges only domestic wastewater.
16. Domestic wastewater: Any water-borne wastes, derived from the ordinary living processes in a residential dwelling unit, of such character as to permit satisfactory disposal without special treatment by conventional POTW processes.
17. Existing source: A source that is not a new source or a new indirect discharger.
18. Fats, oils and grease (FOG): A polar material either liquid or solid composed primarily of fat, oil and grease from animal or vegetable origin. The terms oils and grease, and oil and grease substances shall be included in this definition.
19. Food service facility: Any facility that prepares or packages food or beverages for sale or consumption on or off-site, with the exception of private residences. The term includes, but is not limited to: restaurants, bakeries, grocery stores, cafeterias, food courts, food manufacturers, food packagers, bars, lounges, hotels, movie theaters, sororities, fraternities, social clubs, private clubs, and schools.
20. Grab sample (discrete): An individual sample collected over a period of time not to exceed 15 minutes.
21. Gravity grease interceptor (GGI): A device that is installed in a sanitary drainage system to intercept nonpetroleum fats, oils, and grease from a wastewater discharge and is identified by volume, a minimum 30-minute retention time, baffles, a minimum of two compartments, a minimum total volume of 300 gallons, and gravity separation.
22. Hazardous substance: Any substance meeting the definition of "hazardous substance" found in the comprehensive environmental response,

compensation, and liability act (CERCLA) § 101(14) (42 U.S.C. § 9601(14)) including but not limited to, those substances listed at 40 CFR § 300.5.

23. Hazardous waste: As defined in 40 CFR § 261.3.

24. Hydromechanical grease interceptor (HGI): A device installed in a sanitary drainage system to intercept nonpetroleum fats, oils, and grease from a wastewater discharge and is identified by flow rate, separation and retention efficiency. The design incorporates air entrainment, hydromechanical separation, interior baffling, and/or barriers in combination or separately, and one of the following: external flow control with air intake (vent) directly connected; external flow control without air intake (vent) directly connected; without external flow control directly connected; and without external flow control indirectly connected.

25. Indirect discharge: The introduction of pollutants into the POTW by any non-domestic source.

26. Industrial user: A source of indirect discharge, the introduction of pollutants into the POTW by any non-domestic source.

27. Industrial wastewater: Wastewater generated in a commercial or industrial process.

28. Industrial wastewater discharge permit: An individual control mechanism, authorization letter, or contract issued by the director, which allows a discharge into the POTW of industrial wastewater.

29. Interference: A discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

    a. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

    b. Therefore is a cause of a violation of any requirement of the POTW's AZPDES permit, including an increase in the magnitude or duration of a violation or of the prevention of sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued hereunder (or more stringent state or local regulations): § 405 of the clean water act, the solid waste disposal act, clean air act, toxic substances control act, and the marine protection, research and sanctuaries act.

30. Liquid waste hauler: Any person carrying on or engaging in the vehicular transport of wastewater or wastes as part of, or incidental to, any business for the purpose of discharging such waste into the POTW.

31. New source:

    a. Any building, structure, facility, or installation from which there is (or may be) a Discharge of pollutants, the construction of which com-

menced after the publication of proposed pretreatment standards under section 307(c) of the act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or

ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

iii. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these sources are substantially independent, factors such as the extent to which the new facility is integrated with the existing facility, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

b. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subparagraph 14-10-5 A. 31. a. ii or iii above but otherwise alters, replaces, or adds to existing process or production equipment.

c. Construction of a new source as defined under this paragraph has commenced if the owner or operator has done either of the following:

i. Begun, or caused to begin, as part of a continuous onsite construction program

a) any placement, assembly, or installation of facilities or equipment; or

b) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

ii. Entered into a binding contractual obligation for the purchase of facilities or equipment intended to be used within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

32. Oil and sand interceptor: A tank designed to intercept and collect sand, grit, petroleum, oil, and grease, and prevent their entry into the sanitary sewer system.

33. Operator: A person who operates a business and therefore controls the operation and indirect discharge.

34. Owner: The property or business owner.

35. Pass through: A discharge that exits the POTW into waters of the United States in quantities or concentrations that, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's AZPDES permit, including an increase in the magnitude or duration of a violation.

36. Person: An individual, firm, company, association, partnership, corporation, joint stock company, trust, estate, municipality, state or federal agency, or an agent or employee of any of the foregoing.

37. Petroleum, oil and grease (POG): A nonpolar material either liquid or solid and is composed primarily of petroleum or mineral origin.

38. Pollutant: Something that causes pollution, including but not limited to: dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste, pesticides, and certain characteristics of wastewater (pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor) discharged into the POTW.

39. Pollution: The man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

40. Pretreatment: The reduction of the amount of industrial wastewater, the elimination of industrial wastewater, or the alteration of the nature of industrial wastewater properties in wastewater prior to or in lieu of discharging or otherwise introducing such waste into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except by dilution as a substitute for Pretreatment.

41. Pretreatment standards: Prohibited discharge standards, categorical pretreatment standards, and local limits.

42. Publicly owned treatment works (POTW): All of the wastewater collection, treatment, and disposal systems that are owned, operated or contracted in part or in whole by the town of Marana, Arizona.

43. Representative sample: A sample portion of material or wastestream that is as nearly identical in content and consistency as possible to that in the material or industrial Wastewater being sampled.

44. Satellite collection system: Any upstream collection system under the ownership and operational control of a separate jurisdictional government agency or native American nation.

45. Septage: An anaerobic wastewater originating from a residential, commercial, or industrial facility that is not a hazardous waste and is compatible with the biological Wastewater treatment plant process.

46. Septage discharge permit: An individual control mechanism, authorization letter, or contract issued by the director, which allows a discharge into the POTW of septage.

47. Significant industrial user:

    a. Except as provided for in subparagraphs b and c of this definition, an industrial user that:

        i. Is subject to categorical pretreatment standards;

        ii. Discharges an average of 25,000 gallons per day or more of process wastewaters (excluding sanitary, non-contact cooling and boiler blowdown wastewater);

        iii. Contributes a process wastestream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW; or,

        iv. Has a potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR § 403.8(f)(6).

    b. The director may determine that an industrial user subject to categorical pretreatment standards under § 403.6 and 40 CFR Chapter I, subchapter N is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater unless specifically included in the pretreatment standard) and the following conditions are met:

        i. The industrial user, prior to the director's finding, has consistently complied with all applicable pretreatment standards and requirements;

        ii. The industrial user annually submits the certification statement required in 40 CFR § 403.12(q) together with any additional information necessary to support the certification statement; and,

iii. The industrial user never discharges any untreated concentrated wastewater.

c. Upon finding that a user meeting the criteria in subparagraph a ii of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the director may at any time, on the director's own initiative or in response to a petition received from an industrial user, and in accordance with the procedures in 40 CFR § 403.8(f)(6), determine that such user should not be considered a significant industrial user.

48. Significant noncompliance: An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

a. Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all the measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement including instantaneous limits, as defined in 40 CFR § 403.3(l).

b. Technical review criteria (TRC) violations, defined here as those in which 33% or more of all of the measurements for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits as defined in 40 CFR § 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, and FOG, and 1.2 for all other pollutants except pH).

c. Any other violation of a pretreatment standard or requirement as defined by 40 CFR § 403.3(l) (daily maximum, longer-term average, instantaneous limit, or narrative standard) that the director determines has caused, alone or in combination with other discharges, interference or pass-through (including endangering the health of POTW personnel or the general public).

d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or the environment or has resulted in the director's exercise of emergency authority under section 14-10-21 below to halt or prevent such a discharge.

e. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.

f. Failure to provide, within 45 days after due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules.

g. Failure to accurately report noncompliance.

h. Any other violation or group of violations, which may include a violation of best management practices, which the director determines will adversely affect the operation or implementation of the local pretreatment program.

49. Slug load: Any industrial wastewater discharged at a volume or concentration that will cause interference or upset of the POTW; any sample, the concentration of which exceeds five times the allowable discharge limitation; or any discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch discharge.

50. Solid waste: any garbage, or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. § 1342, or source, special nuclear, or by-product material as defined by the atomic energy act of 1954, as amended (68 Stat. 923).

51. Source: Any building, structure, facility, or installation from which there is or may be a discharge of pollutants.

52. Spill protection facilities: A physical barrier that provides protection from accidental discharge or spill into the POTW of prohibited, hazardous, or other industrial Wastewaters that are regulated through this ordinance.

53. Toxic pollutant: Any pollutant listed as toxic under § 307(a)(1) of the CWA of 1977, 40 CFR 122.2 definitions, or, in the case of "sludge use or disposal practice," any pollutant identified in regulations implementing § 405(b) of the CWA.

54. Upset: An exceptional incident in which there is unintentional and temporary noncompliance with discharge limits because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, and lack of preventive maintenance or careless or improper operation.

55. User: An industrial user or a significant industrial user.

56. Wastewater: The liquid and water-carried industrial or domestic waste from dwellings, commercial establishment, industrial facilities, and institutions, together with any groundwater, surface water, and storm water

that may be present, whether treated or untreated, which is contributed into or permitted to enter the POTW.

57. Wastewater sludge: The solids or semisolids, residues, and precipitate separated from or created in wastewater.

14-10-6 Regulated wastes—general prohibitions

A. No person shall discharge or cause to be discharged to any sewer that directly or indirectly connects to the POTW, any waste which:

1. may have an adverse or harmful effect on the POTW, POTW personnel or equipment, POTW effluent quality, or public or private property;

2. may otherwise endanger the public, the environment or create a public nuisance;

3. exceeds limitations as set by this chapter or the director;

4. causes the POTW to violate state or federal regulations or permits.

B. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements.

C. Prohibited wastes described in this chapter shall not be discharged to the POTW. Included within the prohibition is the discharge of any wastes that adversely affect water reclamation, water reuse, sludge disposal, or air quality.

D. The director, in determining the acceptability of specific wastes, shall consider the nature of the waste and the adequacy and nature of the collection, treatment and disposal system available to accept the waste.

E. The director may establish discharge limitations for industrial users that have a reasonable potential to degrade wastewater quality to the level that it prevents or inhibits the POTW's efforts to reclaim the water, for sludge disposal, or causes any unusual operation or maintenance problems in the POTW.

F. The director may grant a variance from this chapter for any technological standard as outlined in section 14-10-9 below.

G. The current water quality standards for phenolics, codified at AAC R18-11-101 through 304, are suspended, pending further administrative rule making proceedings by the director of ADEQ, and shall not be enforced against any user pursuant to A.R.S. title 49. Until such further administrative rule making proceedings are concluded, no person shall discharge phenol compounds to surface waters at levels or in combinations sufficient to be toxic to humans or local animal, plant or aquatic life. Phenol (total) is an indicator and, in and of itself, is not a violation unless there is a corresponding violation of the ap-

pendix A numeric water quality standards for surface waters table 1, water quality criteria by designated use, found in AAC R18-11.

14-10-7 Prohibited wastes

Except as provided elsewhere in this Article, prohibited wastes shall include:

A. Industrial wastewater that may be adverse or harmful to the POTW, the sewerage conveyance system, POTW personnel, POTW equipment, or POTW effluent quality, including, but not limited to:

1. Any gasoline, benzene, naphtha, solvent, fuel oil or any other liquids, solids, or gases which may create or tend to create a fire or explosion hazard in the POTW, or may be injurious in any other way to the POTW, including, but not limited to, wastestreams with a closed cup flash point of less than 140° F using the test method specified in 40 CFR § 261.21;

2. Any solids or viscous substances of such size or in such quantities that they may cause obstruction to flow in the sewer or be detrimental to POTW operations. These objectionable substances include, but are not limited to, asphalt, dead animals, ashes, sand, mud, straw, industrial process shavings, metal, glass, rags, feathers, grass clippings, tar, plastic resins, wood, blood, manure, grease, bones, hair, fleshings, entrails, paper cups, paper dishes, milk cartons or other similar paper products, either whole or ground;

3. Any amounts of petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that would cause or tend to cause interference or pass through;

4. Any biodegradable fats, oils, or greases, such as lard, tallow or vegetable oil, in concentrations that may cause adverse effects on the POTW;

5. Any wastes containing a concentration in excess of the discharge limitations specified in section 14-10-8 below or in any permit;

6. Any waste in such concentration or volume that is toxic to humans, animals, and the local environment or to biological Wastewater treatment processes or which causes interference, upset, or pass-through at the POTW;

7. Any waste having a pH lower than 5.0 or greater than 11 standard units; or which causes incrustations, scale, or precipitates on sewer walls; or having any corrosive or detrimental characteristics that may cause injury to the POTW or service and maintenance personnel;

8. Any waste having a temperature of 140° F or higher at the discharge point, or which causes the POTW influent to exceed 104° F;

9. Any waste containing substances that may precipitate, solidify, gel, polymerize, or become viscous under conditions normally found in the sewerage system, causing reduced capacity;
10. Any waste producing discoloration of treatment plant effluent, which may violate water quality standards;
11. Any solid waste, other than that normally found in domestic wastewater, that is not ground sufficiently to pass through a 3/8-inch mesh screen;
12. Any waste containing detergents, surface active agents, or other substances, which may cause excessive foaming in the sewerage system;
13. Any sludge from a water or wastewater treatment plant not owned or operated by the town. The director may issue an industrial wastewater discharge permit for a user to discharge this substance upon a finding that the discharge will not adversely affect the operation of the POTW and that the pollutant concentrations do not exceed those in the sludge produced by the POTW. No such permit shall be issued that would violate any other federal, state or local rule, regulation or standards;
14. Any hazardous wastes discharged to any portion of the POTW by truck, rail or dedicated pipeline;
15. Any trucked or hauled pollutants except at discharge points designated within the POTW by the director, or septage receiving facility;
16. Any slug load; or,
17. Pollutants, including oxygen-demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which, either alone or in combination with other pollutants, may cause interference with the POTW.

B. Industrial wastewater which may be dangerous to the public, the environment, or which creates a public nuisance, including, but not limited to:

1. Radioactive materials;
2. Any waste containing toxic or poisonous solids, liquids or gases in such quantities that, alone or in combination with other waste substances, may create a hazard for humans, animals, or the local environment; interfere detrimentally with wastewater treatment processes; cause a public nuisance; or cause any condition requiring emergency response in the POTW;
3. Any pollutants which can result in the formation or presence of toxic gases, vapors, or fumes within the POTW that may cause or tend to cause worker health and safety problems;
4. Any strongly odorous waste or waste tending to create odors;

5. Any industrial wastewater in such concentration or volume that may cause failure in effluent toxicity testing; or,

6. Any recognizable portions of the human anatomy.

C. Industrial Wastewater that may cause dilution or POTW hydraulic loading problems, including, but not limited to:

1. Any water added for the purpose of diluting wastes which would otherwise exceed maximum concentration limits;

2. Any rainwater, stormwater runoff, groundwater, street drainage, roof drainage, yard drainage, water from yard fountains, ponds, lawn sprays or uncontaminated water;

3. Any deionized water, steam condensate or distilled water in amounts which could cause problems with hydraulic loading;

4. Any blowdown or bleed water from heating, ventilating, air conditioning or other evaporative systems exceeding one-third of the makeup water in a 24-hour period; or,

5. Any single pass cooling or heating water.

14-10-8 Discharge limits

A. The amount and nature of allowable discharges will be specified in the permit, and the characteristics of any discharge shall not exceed those specified in this chapter.

1. Discharge limits for regulated substances—composite sample:

	Substance	**Limit (mg/l)**
a.	Arsenic – total	0.4
b.	Barium – total	10.0
c.	Boron – total	5.0
d.	Cadmium – total	0.10
e.	Chromium – total	1.20
f.	Copper – total	1.2
g.	Lead – total	0.5
h.	Manganese – total	83.0
i.	Mercury – total	0.05

	Substance	Limit (mg/l)
j.	Nickel – total	3.98
k.	Silver – total	5.0
l.	Zinc – total	2.6
m.	Cyanide – total	0.6[1]
n.	Selenium – total	0.5
o.	Oil and grease	200[1]
p.	Sulfide – total	2.0[1]
q.	Chlorine – total	10.0[1]
[1]	Based on a grab sample	

2. Discharge limits based upon fume toxicity (mg/l) (based on grab samples):

	Compound	Limit (mg/l)
a.	Acrylonitrile	1.24
b.	Benzene	0.13
c.	Bromomethane	0.002
d.	Carbon disulfide	0.06
e.	Carbon tetrachloride	0.03
f.	Chlorobenzene	2.35
g.	Chloroethane	0.42
h.	Chloroform	0.42
i.	Methylchloride (chloromethane)	0.007
j.	1,2-Dichlorobenzene	3.74
k.	1,4-Dichlorobenzene	3.54
l.	1,1-Dichloroethane	4.58
m.	1,2-trans-Dichloroethene	0.28

	Compound	Limit (mg/l)
n.	1,2-Dichloropropene	3.65
o.	1,3-Dichloropropene	0.09
p.	Ethylbenzene	1.59
q.	1,2-Dichloroethane (ethylene dichloride)	1.05
r.	Heptachlor	0.003
s.	Hexachloro-1,3-butadiene	0.0002
t.	Hexachloroethane	0.96
u.	Methyl ethyl ketone (2-butanone) (MEK)	249.0
v.	Methylene chloride (dichloromethane)	4.15
w.	Tetrachloroethylene	0.53
x.	Toluene	1.35
y.	1,2,4-Trichlorobenzene	0.43
z.	1,1,1-Trichloroethane	1.55
aa.	Trichloroethylene	0.71
bb.	Vinyl chloride	0.003
cc.	1,1-dichloroethylene (vinylidene chloride)	0.003
dd	Aroclor 1242	0.01
ee.	Aroclor 1254	0.005

14-10-9 Variances

A. The Director may allow variances in this Ordinance when strict adherence would less adequately provide for the protection of the POTW. The variance shall secure substantially the objectives of the portion of the Ordinance to which the variance is granted. Variances may be allowed when:

1. A substitution for or change in a standard material results in the use of a material which can be clearly demonstrated to be of equal or superior quality;

2. A strict adherence to a design standard or standard details would be impractical or impossible because of field conditions such as existing utility facilities or incompatible existing sewerage facilities; or

3. An emergency situation prohibits strict adherence to a design standard or standard detail.

14-10-10 Additional discharge limits

A. Quantitative or other limitations intended for application to general users and not for inclusion only on individual permits, shall be proposed to the council by the director after a public hearing. The director shall provide notification at least 45 days prior to the public hearing by publication in a newspaper of general circulation in the town and by a written notice to any person who has filed a request for notification with the director. The notice shall contain a brief description of the nature of the proposal to be considered, the time and place of the hearings, and the projected date that a proposal shall be made to the council for approval of discharge limits.

B. When the director determines that a user is discharging to the POTW any waste not previously identified as prohibited in such amounts as may interfere, pass through, or upset the operation of the POTW, the director shall: (1) advise the user of the impact of the contribution on the POTW; (2) develop a discharge limitation for such user to correct the interference with the POTW; and (3) require the user to comply with the discharge limits.

14-10-11 Health care related wastes

A. Regulated facilities. Hospitals, clinics, offices of medical doctors and dentists, mortuaries, morgues and long-term health care facilities:

1. May Discharge through a waste grinder after director approval as a condition of the industrial wastewater discharge permit. The installation will have inlet size and design features suitable for its intended use and constructed such that all particles pass through a maximum 3/8-inch mesh opening;

2. Shall not Discharge to the sewer by any means:

a. Solid wastes generated in the rooms of patients who are isolated because of a suspected or diagnosed communicable disease;

b. Recognizable portions of the human anatomy;

c. Equipment, instruments, utensils and other materials of a disposable nature that may harbor or transmit pathogenic organisms and that are used in the rooms of patients having a suspected or diagnosed communicable disease which by the nature of the disease is required to be isolated by public health agencies;

d. Wastes excluded by other provisions of this chapter.

B. Limit of authority. Nothing in this section shall be construed to limit the authority of public health authorities to define wastes as being infectious and, with the concurrence of the director, to require that they will not be discharged to the POTW.

14-10-12 Septage disposal

A. Approval to discharge

1. No hauler shall discharge septage to the POTW without first obtaining a septage discharge permit.

2. Haulers of septage will discharge at the town POTW site designated in their permit.

B. Discharge requirements

1. The hauler shall use the POTW septage tracking form specified in the permit to record each load that is delivered to the POTW.

2. Prior to discharge of septage, the hauler shall allow the director to sample and analyze the contents to ensure compliance with discharge limits and requirements. The hauler shall provide a suitable sampling tap or equivalent appurtenance. The hauler may be required to suspend discharging septage until the analysis is complete. The director shall refuse authorization to discharge any septage that does not provide for the protection of the POTW, groundwater resources, effluent and wastewater sludge disposal methods, and operating personnel.

C. Sanitation and safety standards. The hauler shall discharge wastes in way that keeps the area clean and free from spills or other debris, and shall promptly clean up all spills.

D. General requirements and applicability.

1. The hauler is responsible for protecting the POTW by ensuring that the hauled septage is not hazardous waste and is compatible with the biological wastewater treatment process.

2. The hauler shall comply with all requirements, rules, and regulations established by public health and environmental regulatory agencies.

E. Septage discharge permit application.

1. A septage discharge permit is required to discharge hauled septage waste into the POTW.

2. The permit application, or reapplication, shall contain at least the following information:

a. A completed septage discharge permit application/questionnaire form signed and dated by a person described in subparagraph 14-10-13 A. 5 below or by a duly authorized representative;

b. Type of waste sources serviced: Domestic/commercial, industrial, septic tank, cesspool, chemical toilet, airline sewage cart, or grease traps;

c. Vehicle information including year, make, model, license plate and tank capacity information for each vehicle in the fleet that will be carrying septage to the septage receiving station.

3. The application fee for a septage wastewater discharge permit application is in the amount set forth in the current comprehensive fee schedule, and shall be paid to the town at the time of application.

4. The director may require the submittal of other information to assist in the determination of permit requirements.

5. The director shall issue a written or electronic notice of administrative completeness or deficiencies to a permit applicant within 15 business days. If the director determines that the application is not administratively complete, the director shall include a comprehensive list of the specific deficiencies. The administrative completeness review time frame and the overall time frame are suspended from the date the notice is issued until the date the director receives the missing information from the applicant. The director may issue an additional written or electronic notice of administrative completeness or deficiencies based on the applicant's submission of missing information. Once the application is administratively complete, the substantive review time frame begins and the director shall respond to permit applications within 30 business days of receipt of a completed permit application. During the substantive review time frame, the director may make one comprehensive written or electronic request for additional information. The substantive review time frame and overall time frame are suspended from the date the request is issued until the date that the town receives the additional information from the applicant. The total overall timeframe for the permit application process shall be 45 business days not counting time response time by the applicant. By mutual written or electronic agreement, the director and an applicant for a permit may extend the substantive review time frame and the overall time frame. An extension of the substantive review time frame and the overall time frame may not exceed 25% of the overall time frame.

F. All users shall reply to the director and submit any permit application or questionnaire forms and any other related lists, plans, analyses, flow information or other materials, as requested by the director, within 30 days of receipt of any such forms or requests unless given an extension by the director.

G. Permit decisions may be appealed to the director by responding in writing to the director within 33 days of the issuance of the permit decision. The appeal should include a detailed description of the portion of the permit and/or permit decision the applicant is appealing and their justification for the requested revision of the permit. The director shall respond to the applicant in writing within 30 business days.

H. After an appeal to the director, an appeal may be made to the council by filing a request with the town clerk.

14-10-13 Industrial wastewater discharge permit application

A. A permit is required to discharge industrial wastewater.

1. No person shall discharge or cause to be discharged any industrial wastewater directly or indirectly to the POTW without first obtaining an industrial wastewater discharge permit. The director shall set requirements at least as stringent as applicable state or federal rules, regulations or pretreatment standards.

2. A permit shall be required for all food service facilities. Facilities shall be responsible for ensuring that the discharges from their operations are in compliance with the provisions set forth in this chapter. Any food service facility found to be in violation with any part of this chapter may be required to obtain an industrial wastewater discharge permit and correct the deficiencies.

3. The director shall require a separate permit for each connection to the POTW.

4. The director may require a separate permit from each tenant as well as the owner or manager of any multi-tenant property, including, but not limited to: shopping centers, medical centers, and industrial or commercial parks.

5. All permit applications shall be signed as follows:

a. For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means:

i. A president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations; to initiate and direct oth-

er comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; to ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and to whom authority to sign documents has been assigned or delegated in accordance with corporate procedures.

b. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively; or,

c. For a municipality, state, federal or other public agency: By either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a federal agency includes:

i. the chief executive officer of the agency, or,

ii. a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

6. All reports required by permit and other information requested by the director shall be signed by a person described in subparagraph 14-10-13 A. 5 above or by a duly authorized representative of that person. If an authorization under this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of subparagraph 14-10-13 A. 5 above must be submitted to the director prior to or together with any reports to be signed by the individual.

7. Any person signing a document shall make the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Application submittal: All users.

1. All users required to obtain a permit shall file with the director an application in the form prescribed by the director and accompanied by the permit application fee.

2. The permit application, or reapplication, shall contain at least the following information:

a. A completed industrial wastewater discharge permit application/ questionnaire form signed and dated by a person described in subparagraph 14-10-13 A. 5 above or by a duly authorized representative;

b. Any drawing, plan, diagram, site plan, or plumbing plan of the property requested by the director showing accurately all plumbing and sewerage necessary to satisfy permitting requirements;

c. Wastewater discharge flow information and water consumption information;

d. The north American industry classification system (NAICS) code and standard industrial classification (SIC) code required by state law or 40 CFR which best characterizes the industrial discharge activities undertaken on the property;

e. Identification and listing of all hazardous materials or hazardous substances that are, or are expected to be generated, consumed, used or stored on the property including the quantities thereof, storage and spill prevention facilities, and method of disposal for any such materials or wastes.

3. In addition to the information in subparagraph 14-10-13 B. 2 above, significant industrial users shall provide:

a. Chemical analysis of any industrial wastewater constituent that may be discharged to the POTW for the determination of permit requirements;

b. Identification and listing of all environmental control permits held by the applicant that are applicable to the property or to any operation, process, or facility located on the property;

c. Any applicable U.S. EPA categorical determination made by the applicant using 40 CFR § 405 to 471 as adopted in AAC R18-9-A905(A)(9). If the applicant is regulated under the above provisions, the applicant shall identify all applicable pretreatment standards (for existing or new sources as appropriate) by section. If the applicant determines that it is not so regulated it shall so state. At least 90 days prior to commencement of discharge, new sources shall submit a report which contains the information in a baseline monitoring report as required by 40 CFR § 403.12(b) as adopted in AAC R18-9-A905(A)(8)(b). Within 90 days following commencement of the introduction of wastewater into the POTW, new sources shall submit a 90-day compliance report as required in 40 CFR § 403.12(d) as adopted in AAC R18-9-A905(A)(8)(b).

4. The director may require the submittal of other information to assist in the determination of permit requirements.

5. The director shall issue a written or electronic notice of administrative completeness or deficiencies to a permit applicant within 15 business days.

   a. If the director determines that the application is not administratively complete, the director shall include a comprehensive list of the specific deficiencies.

   b. The administrative completeness review time frame and the overall time frame are suspended from the date the notice is issued until the date the director receives the missing information from the applicant.

   c. The director may issue an additional written or electronic notice of administrative completeness or deficiencies based on the applicant's submission of missing information.

   d. Once the application is administratively complete, the substantive review time frame begins and the director shall respond to permit applications within 30 business days of receipt of a completed permit application.

   e. During the substantive review time frame, the director may make one comprehensive written or electronic request for additional information.

   f. The substantive review time frame and overall time frame are suspended from the date the request is issued until the date that the county receives the additional information from the applicant.

   g. The total overall timeframe for the permit application process shall be 45 business days not counting time response time by the applicant.

   h. By mutual written or electronic agreement, the director and an applicant for a permit may extend the substantive review time frame and the overall time frame. An extension of the substantive review time frame and the overall time frame may not exceed 25% of the overall time frame.

6. All users shall reply to the director and submit any permit application or questionnaire forms and any other related lists, plans, analyses, flow information or other materials, as requested by the director, within 30 days of receipt of any such forms or request unless the director grants an extension.

7. Permit decisions may be appealed to the director by responding in writing to the director within 33 days of the issuance of the permit decision. The appeal should include a detailed description of the portion of the permit and/or permit decision the applicant is appealing and their justification for the requested revision of the permit. The director shall respond to the applicant in writing within 30 business days.

8. After an appeal to the director, an appeal may be made to the council by filing a request with the town clerk.

14-10-14 Industrial wastewater discharge permit fees

Fees in amounts set forth in the comprehensive fee schedule shall be paid to the town upon application for, or renewal or modification of, all wastewater discharge permits.

14-10-15 General requirements

A. State and federal requirements. All users shall comply with all applicable federal rules, regulations or pretreatment standards, or any applicable more stringent state or local rules, regulations or standards, whether or not contained in a permit.

B. Separation of wastes. All domestic wastewater from restrooms, showers, drinking fountains, and similar sources shall be kept separate from all industrial wastewaters until the industrial wastewaters have passed through any required pretreatment facility or device and the industrial wastewater monitoring facility. The director may waive this condition if the combined wastewater formula at paragraph 14-10-15 E is utilized.

C. Sample location. As a condition of the permit, all discharged industrial wastewater shall pass through a designated sampling location where the director has unrestricted physical access.

D. Accidental discharge protection (spill protection and slug discharge control). Each user shall provide and maintain, at the user's expense, protection from the accidental discharge or spill into the POTW of prohibited, hazardous or other waste materials which are regulated through this chapter. No user shall commence discharge to the POTW without accidental discharge protection facilities or procedures. The user shall notify the POTW immediately of any changes at its facility affecting potential for a slug discharge.

E. Combined wastewater formula.

1. The combined wastewater formula will be used by users that mix regulated wastewaters with other regulated or unregulated wastewaters prior to pretreatment. The alternative concentration limits shall be derived using the formula found in 40 CFR § 403.6(e):

$$C_T = \left(\frac{\sum_{i=1}^{N} C_i F_i}{\sum_{i=1}^{N} F_i} \right) \left(\frac{F_T - F_D}{F_T} \right)$$

Where:

C_T = the alternative concentration limit for the combined wastestream.

C_i = the Categorical Pretreatment Standard concentration limit for a pollutant in the regulated stream i.

F_i = the average daily flow (at least a 30-day average) of stream i to the extent that it is regulated for such pollutant.

F_D = the average daily flow (at least a 30-day average) from: (a) boiler blowdown streams, noncontact cooling streams, stormwater streams, and demineralizer backwash streams; provided, however, that where such streams contain a significant amount of a pollutant, and the combination of such streams, prior to pretreatment, with an industrial user's regulated process wastestream(s) will result in a substantial reduction of that pollutant, the control authority, upon application of the industrial user, may exercise its discretion to determine whether such stream(s) should be classified as diluted or unregulated. In its application to the control authority, the industrial user must provide engineering, production, sampling and analysis and such other information so that the control authority can make its determination; or (b) sanitary wastestreams where such are not regulated by a categorical pretreatment standard; or (c) from any process wastestreams which were or could have been entirely exempted from categorical pretreatment Standards pursuant to paragraph 8 of the NRDC v. Costle (568 F.2d 1369 (DC Cir. 1977)) consent decree for one or more of the following reasons: (1) the pollutants of concern are not detectable in the effluent from the industrial user; (2) the pollutants of concern are present only in trace amounts and are neither causing or likely to cause toxic effects; (3) the pollutants of concern are present in amount too small to be effectively reduced by technologies known; or, (4) the wastestreams contain only pollutants which are compatible with the POTW.

F_T = the average daily flow (at least a 30-day average) through the combined treatment facility (includes F_i and F_D and unregulated streams).

N = the total number of regulated streams.

2. An alternative discharge limit may not be used if the alternative limit is below the analytical detection limit for any of the regulated pollutants. As a result, the combined wastewater formula cannot be used, and wastestreams must be segregated.

F. Duty to reapply. The user shall submit a new application with the appropriate fee 90 days before the existing permit expires.

G. Duty to comply.

1. The user must comply with all conditions of the permit. Any permit noncompliance constitutes a violation of this chapter and is grounds for enforcement action.

2. The user shall comply with effluent standards or prohibitions established under § 307(a) of the clean water act for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions.

H. Need to halt or reduce activity not a defense. It shall not be a defense for a user in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

I. Duty to mitigate. The user shall take all reasonable steps to minimize or prevent any discharge in violation of the permit which has a reasonable likelihood of adversely affecting human health or the environment.

J. Proper operation and maintenance. The user shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the user to achieve compliance with the conditions of a permit or this chapter. Proper operation and maintenance also include adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a user only when the operation is necessary to achieve compliance with the conditions of the permit.

K. Duty to provide information. The user shall furnish within 30 days, any information the director may request to determine whether cause exists for modifying, revoking and reissuing, or to determine compliance with the permit. The user shall also furnish to the director upon request, copies of records required to be kept by the permit.

L. Inspection and entry.

1. Upon the town's compliance with A.R.S. § 9-833, the user shall allow the director to:

a. Enter upon the user's premises, at reasonable times, where a regulated facility or activity is located or conducted, or where records must be kept under conditions of the permit.

b. Have access to and copy, at reasonable times, any records that must be kept under conditions of the permit.

c. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under the permit.

d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by this chapter, any substances or parameters at any location.

e. The user has the right to a split or duplicate of any samples taken during the inspection if the split or duplicate of any samples, where appropriate, would not prohibit an analysis from being conducted or render an analysis inconclusive.

2. The director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

3. The director may require the User to install monitoring equipment as necessary.

a. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense.

b. All devices used to measure wastewater flow and quality shall be calibrated based on manufacturer recommendation to ensure their accuracy.

4. Unreasonable delays in allowing the director access to the user's premises shall be a violation of this chapter.

5. Where a user has security measures in place which require proper identification and clearance before entry onto its premises, the user shall make necessary arrangements with its security group so that, upon presentation of suitable identification, the director shall be permitted to enter without delay for the purposes of performing inspections and monitoring.

M. Monitoring and records.

1. Samples and measurements taken for the purpose of monitoring shall be representative of the permitted activity.

2. The user shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, documentation associated with best management practices (BMPs), copies of all reports required by the permit, and records of all data used to complete the application for the permit, for a period of at least three years from the date of the sample, measurement, report or application. This period may be extended by request of the director at any time.

3. Records of monitoring information shall include all of the following:

a. The date, exact place, and time of sampling or measurements.

b. The individual(s) who performed the sampling or measurements.

c. The date(s) analyses were performed.

d. Laboratory(ies) which performed the analyses.

e. The analytical techniques or methods used.

f. Chain of custody forms.

g. Any comments, case narrative or summary of results produced by the laboratory. These comments should identify and discuss QA/QC analyses performed concurrently during sample analyses and should specify whether analyses met project requirements and 40 CFR 136. The summary of results must include information on initial and continuing calibration, surrogate analyses, blanks, duplicates, laboratory control samples, matrix spike and matrix spike duplicate results, sample receipt conditions, holding times and preservation.

h. The results of such analyses.

4. Collection, preservation and analysis of compliance samples must be conducted according to test procedures approved by 40 CFR § 136 as adopted in AAC R18-9-A905(A)(7), unless other test procedures have been specified in the permit.

   a. Except as indicated in subparagraphs b and c below and unless time-proportional composite or grab sampling is approved by the director (sampling must be representative of the discharge), the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques.

   b. Samples for oil and grease, temperature, pH, cyanide, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Samples collected may be composited prior to the analysis as follows: for cyanide, and sulfides, the sample may be composited in the laboratory or in the field; for volatile organic compounds and oil and grease, the samples may be composited in the laboratory.

   c. For sampling required in support of baseline monitoring and 90-day compliance reports in 40 CFR § 403.12(b) and (d), a minimum of four grab samples must be used for pH, cyanide, oil and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the director may authorize a lower minimum. For reports required by 40 CFR § 403.12(e) and (h), the user is required to collect the number of grab samples necessary to assure compliance with applicable pretreatment standards and requirements.

5. All compliance samples shall be analyzed by an environmental laboratory licensed in conformance with Arizona revised statutes title 36, chapter 4.3, article 1 (A.R.S. § 36-495 through -495.16).

N. Compliance schedule. The director shall require the development of a compliance schedule by users for the installation of technology required to meet applicable categorical pretreatment standards and requirements. When a new requirement is placed upon a user, a compliance schedule may be established to allow the user to come into compliance.

O. Signatory requirement. All applications, reports, or information submitted to the director shall be signed and certified by a person meeting the requirements of subparagraph 14-10-13 A. 5 above or by an authorized representative.

P. Re-opener clause. A permit shall be modified to incorporate an applicable standard or limitation promulgated or approved after the permit is issued if that standard or limitation is more stringent than the limitation in the permit, or controls a pollutant not limited in the permit.

Q. Minor modification of permit. The director may modify a permit to make corrections or allowances for changes in the permitted activity listed in this paragraph. Any permit modification not processed as a minor modification under this paragraph must be made for cause. Minor modifications may only:

1. Correct typographical errors;

2. Change an interim compliance date in a schedule of compliance, provided the new date is not more than 120 days after the date specified in the existing permit and does not interfere with attainment of the final compliance date requirement;

3. Allow for a change in ownership or operational control of a facility (after notice to the director) where the director determines that no other change in the permit is necessary, provided that a written agreement containing a specific date for transfer of permit responsibility, coverage, and liability between the current and new user has been submitted to the director; or,

4. Implement the compliance schedule for a user which is a new source. No such change shall affect a user's obligation prior to discharge.

R. Major modification or termination of permit. The director may modify or terminate a permit for cause. The following are causes for modifying or terminating a permit during its term, or for denying a permit renewal application:

1. Significant noncompliance (as defined in paragraph 14-10-5 A. 48 above) by the user with any condition of the permit;

2. The user's failure in the application or during the permit issuance process to disclose fully all relevant facts, or the user's misrepresentation of any relevant facts at any time;

3. A determination that the permitted activity endangers human health or the environment and can only be regulated to acceptable levels by modification or revocation; or,

4. A change in any condition that requires either a temporary or a permanent reduction or elimination of any discharge controlled by the permit.

S. Availability of reports. Except for data determined to be confidential by 40 CFR § 2.201 subpart B, all reports prepared in accordance with the terms of the permit shall be available for public inspection at the utilities department after director approval. Permit applications, permits, and effluent data shall not be considered confidential. Environmental audit reports prepared in accordance with A.R.S. § 49-1401 *et seq.* shall be held as confidential and not disclosed as provided for in A.R.S. § 49-1404.

T. Removed substances. Regulated wastes or other pollutants removed in the course of treatment or control of wastewaters shall be properly disposed of in a manner such as to prevent any pollutant from such materials from entering the POTW.

U. Severability of permit conditions. The provisions of the permit are severable, and if any provision of the permit, or the application of any provision of the permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of the permit, shall not be affected thereby.

V. Civil and criminal liability. Except as provided in permit conditions on bypass and upset, nothing in the permit shall be construed to relieve the user from civil or criminal penalties for noncompliance.

W. Permit actions. The permit may be modified, suspended or revoked for cause. The filing of a request by the user for a permit modification, reissuance, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

X. Property rights. The permit does not convey any property rights of any sort, or any exclusive privilege.

Y. Comment period. The permit holder has 33 days from the date the permit is mailed to the permit holder to comment in writing to the director.

Z. Permit duration. Permits shall be issued for a specified time period, not to exceed five years.

14-10-16 Notification requirements

A. Notification of accidental discharge, spill, slug loading, bypass, upset or other noncompliance.

1. Notification of bypass, upset, accidental discharge, spill, or slug load.

a. In the event of bypass, upset, accidental discharge, spill, or slug load that may endanger health, the environment, or the POTW, the user shall notify the utilities department by telephone immediately upon discovery of the occurrence.

b. The user shall notify the utilities department by telephone within 24 hours after the user becomes aware of that any discharge exceeds any effluent limitation in the permit, or exceeds a maximum discharge limitation for any of the pollutants listed in this chapter.

c. The notification shall include location of discharge, type of waste, discharge concentration and volume, and corrective actions taken by the user.

d. Within five days following initial notification, the user shall submit to the director a detailed written report containing such information and describing the cause of the discharge and measures to be taken by the user to prevent similar future occurrences. This notification shall not relieve the user of any expense, loss, damage, fines, civil penalties or other liability which may be incurred as a result of damage to the POTW or any other person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or other applicable law.

e. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the exceedance.

2. Other noncompliance notification. The user shall report all instances of noncompliance at the time monitoring reports are submitted. The reports shall contain the information listed in subparagraphs 14-10-16 A. 1. c and d above.

3. Other information. Immediately upon discovery, the user shall promptly submit facts or information it failed to submit or incorrectly submitted in a permit application or in any report to the director.

B. Bypass.

1. Bypass not exceeding limitations: The user may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it is also for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of subparagraphs 14-10-16 B. 3 and 4 below.

2. Notice

   a. Anticipated bypass: If the user knows in advance of the need for a bypass, it shall submit prior notice, at least ten days before the date of the bypass.

   b. Unanticipated bypass: The user shall submit notice of an unanticipated bypass as required in paragraph 14-10-16 A. 1 above.

3. Prohibition of bypass: Bypass is prohibited, and the director may take enforcement action against a user for bypass, unless:

   a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage. Severe property damage means substantial physical damage to property, damage to treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can be reasonably expected to occur in the absence of a bypass. Severe property damage does not mean economic loss by delays in production;

   b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities or retention of untreated wastes or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,

   c. The user submitted notices as required under subparagraph 14-10-16 B. 2 above.

4. Anticipated bypass. The director may approve an anticipated bypass, after considering its adverse effects, if the director determines that it will meet the three conditions listed in subparagraph 14-10-16 B. 3 above.

C. Upset.

1. Effect of an upset: An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of subparagraph 14-10-16 C. 2 below are met.

2. Conditions necessary for a demonstration of upset: A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

   a. An upset occurred and that the user can identify the cause(s) of the upset;

   b. The permitted facility was at the time being properly operated;

c. The user submitted notice of the upset as required in paragraph A. 1 of this section; and,

d. The user properly operated and maintained all facilities and systems of treatment and control as required under paragraph 14-10-15 J above.

3. Burden of proof: In any enforcement proceeding, the user, seeking to establish the occurrence of an upset, has the burden of proof.

14-10-17 Reporting requirements

A. Planned changes. The user shall give notice to the director as soon as possible of any planned physical alterations or additions to the permitted facility in one of the following circumstances:

1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source.

2. Within 90 days following the date for final compliance with applicable categorical pretreatment standards or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any user subject to categorical pretreatment standards and requirements shall submit to the director a report indicating the nature and concentration of all pollutants in the discharge from the regulated process.

a. The report shall state whether the applicable categorical pretreatment standards or requirements are being met and, if not, what additional operations and maintenance or pretreatment is necessary.

b. This statement shall be reviewed by an authorized representative of the user and certified.

3. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported by submission of a new permit application or, if such changes will not violate the discharge limitations specified in the permit, by notice to the utilities department.

a. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited or change existing limits or other requirements.

b. Approval must be obtained prior to any new discharges.

c. The user shall allow 45 business days for review.

B. Anticipated noncompliance. The user shall give advance notice to the director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

C. Transfers. Permits are not transferable to any person except after notice to the director. The director may require modification or reissuance of the permit to change the name of the user and incorporate such other requirements as may be necessary under this chapter.

D. Monitoring reports. Monitoring results shall be reported at the intervals specified in the permit.

1. Monitoring results must be reported on a self-monitoring report form (SMRF), or a form approved by the director to the extent that the information reported may be entered on the form for the report period.

2. If the user monitors any pollutant more frequently than required by the permit, using test procedures approved under 40 CFR § 136 or as specified in the permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the SMRF.

3. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the director in the permit.

4. In cases where the pretreatment standard requires compliance with a best management practice or pollution prevention alternative, the user must submit documentation required by the director or the pretreatment standard necessary to determine the compliance status of the user.

E. Reduced periodic reporting. The director may reduce the requirement for periodic compliance reports to a requirement to report no less frequently than once a year, unless required more frequently in the pretreatment standard or by the EPA or the state, where the industrial user's total categorical wastewater flow does not exceed 5,000 gallons per day.

1. Reduced reporting is not available to industrial users that have in the last two years been in significant noncompliance, as defined in paragraph 14-10-5 A. 48 above.

2. Reduced reporting is not available to an industrial user with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the director, decreasing the reporting requirement for this industrial user would result in data that are not representative of conditions occurring during the reporting period.

F. Compliance schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each scheduled date.

14-10-18 Issuance of notification of violation

A. Notification of violation. Whenever the director finds that a user is in violation of this chapter, any part of a permit, or any order for corrective action, the director shall serve or cause to be served upon such user, a written notification of violation describing the nature of the alleged violation. The notification of violation may include, but is not limited to:

1. An order for corrective action;
2. A schedule to attain compliance;
3. An order to show cause why the matter should not be referred to the town's legal department for appropriate legal action;
4. An order to cease discharge;
5. A suspension or revocation of the user's permit; or
6. An order to respond in writing to the allegations.

B. Additional orders after notification of violation. Additional orders and changes to a suspension or revocation may follow the initial order at the discretion of the director or as additional information becomes available.

C. Response to notification of violation.

1. The user shall respond in writing to the director within the time specified in the notification of violation, or if not specified, within ten days of the user's receipt of the notification.
2. The user's response shall be complete, containing all information and data required by the notification of violation.
3. If the response to a notification of violation requires an order to show cause, the user shall respond by demonstrating why the director should not ask the town's legal department to file an action in superior court requesting injunctive relief and penalties.

D. Resolution of notification of violation. Upon review of a response to a notification of violation, the director may accept the response as complete and satisfactory, and consider the notification of violation closed. In that event, the Director shall notify the user in writing that the notification of violation has been closed. Closure of a notification of violation does not preclude further enforcement action.

E. Deficient response to notification of violation. If the director determines a response to a notification of violation is deficient, the director may take any one or more of the following actions:

1. Require submission of additional or incomplete information;
2. Suspend or revoke the user's permit;

3. Order the user to cease discharge;

4. Seek penalties as justified by the violations; or

5. Any other action the director determines to be appropriate.

F. Compliance schedule. When the user is found to be in noncompliance, a compliance schedule may be made part of an enforcement order. The deadline dates in the enforcement order will be subject to the same civil penalties and will be as enforceable as a discharge limit.

G. Published list of significant violators. To comply with the public participation requirements of 40 CFR Part 25 as outlined in A.R.S. § 49-391(C) for the enforcement of national pretreatment standards, the director shall at least annually publish notification, in a newspaper of general circulation that provides meaningful public notice in the town, of industrial users in significant noncompliance with applicable pretreatment requirements at any time during the previous 12 months. For purposes of this provision, a significant industrial user (or any industrial user that violates 40 CFR § 403.8 paragraphs (f)(2)(viii)(C), (D), or (H)) is in significant noncompliance if its violation meets the definition of significant noncompliance set forth in paragraph 14-10-5 A. 48 above.

14-10-19 Notification of permit suspension

A. Reason for permit suspension. The director shall use the emergency authority specified below as reason to suspend a permit when:

1. The suspension is necessary to cease a discharge that may present a hazard to the public health, safety or welfare, or to the environment or pass-through, interference, or upset to the POTW; or

2. The suspension is necessary to cease the discharge of a user that has displayed a pattern of noncompliance with the provisions of this chapter.

B. User response to permit suspension. When notified of a permit suspension, the user shall immediately cease discharge of all industrial wastewater to the POTW.

C. Failure to comply with permit suspension. If the user fails to comply voluntarily with the notification of permit suspension, the director shall take such steps as necessary to ensure compliance up to and including termination of service by court order or physical barrier.

D. Reinstatement of suspended permit. The director shall, by written statement, reinstate the user's permit upon proof of satisfactory compliance with all requirements of the notification of permit suspension. Before the director reinstates the permit, the user shall pay damages and costs incurred by the town in suspending the permit and disconnecting the industrial sewer.

14-10-20 Notification of permit revocation

A. Reason for revocation of permit. The director may revoke a permit upon finding that the user has violated any provision of this chapter, including but not limited to any of the following:

1. Failure to notify the director of significant changes to the wastewater prior to the changed discharge.
2. Failure to comply with the reporting requirements of section 14-10-17 above.
3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
4. Falsifying self-monitoring reports and certification statements.
5. Tampering with monitoring equipment.
6. Refusing to allow timely access to the facility premises or records.
7. Failure to meet effluent limitations.
8. Failure to pay penalties.
9. Failure to pay sewer user fees as required by the users industrial wastewater discharge permit.
10. Failure to meet compliance schedules.
11. Failure to provide advanced notice of transfer of business ownership of a permitted facility.
12. Violation of any pretreatment standard or requirement, BMP or any other terms of the wastewater discharge permit or this chapter.

B. Transfer of facility ownership. Individual wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership.

C. User response to permit revocation. Any user whose permit has been revoked shall immediately cease all discharge of any industrial wastewater to the POTW.

D. Failure to comply with permit revocation. If the user fails to comply voluntarily with the notification of permit revocation, the director shall take such steps as necessary to ensure compliance up to and including termination of service by court order or physical barrier.

E. Resolution of permit revocation. Before re-commencing discharge of industrial wastewater, the user whose permit was revoked must apply for and obtain a new industrial wastewater discharge permit, pay all charges that would be required upon initial application, and pay all delinquent fees, charges and such other sums the user may owe to the town. Before the direc-

tor issues a new permit, the user shall pay damages and costs incurred by the town in revoking the permit and disconnecting the industrial sewer.

14-10-21 Emergency termination of service

A. The director may suspend wastewater treatment service to any person when it is necessary to stop an actual or threatened discharge that presents or may present any imminent and substantial endangerment to the health or welfare of persons or the environment, or will cause Interference to the POTW.

B. A person notified of the suspension of wastewater treatment service shall immediately stop or eliminate the discharge.

1. If the person fails to comply with the suspension notification, the director shall take necessary steps, including immediate severance of the sewer connection, to prevent or minimize damages to the POTW, endangerment to individuals or the environment.

2. The director may reinstate wastewater treatment service upon proof of the elimination of the noncompliant discharge.

C. Nothing in this section shall be interpreted as requiring a show cause hearing prior to any emergency termination of service under this section.

14-10-22 User enforcement appeal

A user may appeal any enforcement action to the council by filing a request with the town clerk.

14-10-23 Liability of user

Any user who discharges or causes the discharge of wastewater which causes damage to the POTW, interference, pass-through, upset, bypass or SSO or any other damages resulting in costs to the POTW shall be liable for all damages occasioned thereby.

14-10-24 Judicial proceedings

A. Initiation of legal action. Whenever the director finds that a user has violated any provision of this chapter, the director may request the town's legal department to take appropriate legal action. The town's legal department is authorized to take legal action to enforce this chapter. This legal action may include, among other things, one or more of the following:

1. Prohibitive injunctions.

2. Mandatory injunctions for corrective action and cleanup.

3. Civil penalties in accordance with this chapter and A.R.S § 49-391.

4. Criminal penalties pursuant to paragraph 14-10-24 B. 3 below.

5. Recovery of civil damages, penalties, and costs to the POTW;

6. Recovery of expenses experienced by the POTW in responding to or repairing damages for which the user is liable under section 14-10-23 above.

B. Civil and criminal penalties for violation.

1. Except as set forth in subparagraph 14-10-24 B. 2 below, civil penalties for violation of any article of this chapter, any part of a permit written and issued in compliance with this chapter, or any requirement of a notification of violation issued in compliance with this chapter, shall not exceed $25,000 for each violation. For continuing violations, each day constitutes a separate offense.

2. Civil penalties for non-submittal of reports, noncompliance with the reporting or application requirements required in this chapter or permit, or failure to complete an increment of progress of a compliance schedule, shall not exceed $1,000 for each day the requirements are not satisfied.

3. Any person who attempts to deceive a government agency by submitting documents to the agency or by making statements to a representative of the agency which the person knows to be false, or by destroying or concealing or refusing to deliver papers or records required by the agency to be kept for its information, is subject to prosecution for tampering with a public record, or fraudulent schemes and practices. Tampering with a public record is a class 6 felony (A.R.S. § 13-2407), and carries a maximum penalty of 1.5 years imprisonment and/or a $150,000.00 fine. Fraudulent schemes and practices is a class 5 felony (A.R.S. § 13-2311), and carries a maximum penalty of 2.0 years imprisonment and/or a $150,000.00 fine.

14-10-25 Levels of action

A. Enforcement of judicial action. Participation in any communication concerning violations will not exempt a user from formal enforcement or judicial action.

B. Written permission requirement. All final determinations from the director will be in writing.

C. Separate actions. Any judicial proceedings initiated to enforce a violation of any section of this chapter shall not exempt a user from judicial proceedings to enforce a violation of any other provision of this chapter.

14-10-26 Notices

Any notice required to be given by the director under this chapter shall be in writing and served in person or by certified mail, return receipt requested. The notice shall be served upon a representative of the user, at the last address known to the director, or the occupants or owners of record of the property where the alleged violation occurred.

14-10-27 Time limits

Any time limit provided in any written notice or in any provision of this chapter or in any regulation adopted by the utilities department to carry out the provisions of this chapter shall be extended only by written directive of the director, in response to a written request of the affected user containing adequate justification for the extension of the time limit.

14-10-28 Severability

If any provision of this chapter is invalidated by judicial action, the remaining provisions shall not be affected and shall continue in full force and effect.

14-10-29 Hazardous waste discharge

A. The user shall notify the POTW and ADEQ waste management division in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR § 261.

B. The user shall make notification of any hazardous waste discharges. By lack of this notification, the user is asserting that it is not discharging a waste that, if otherwise disposed of, would be considered a hazardous waste as defined by 40 CFR 261. The user shall comply with 40 CFR § 403.12(p), which sets forth reporting and notification requirements for the discharge into the POTW of a substance which, if otherwise disposed of, would be defined as a hazardous waste by 40 CFR § 261.

C. At no point shall discharge covered by this domestic sewer exclusion for discharge of hazardous waste exceed the local discharge limits set forth in section 14-10-8 above.

14-10-30 Grease management program

A. Statement of policy.

1. The utilities department is authorized to determine the compliance status of food service facilities (FSF) where fats, oils and grease (FOG) of vegetable or animal origin are discharged directly or indirectly to the POTW. These discharges can contribute to line blockages or sanitary sewer overflows.

2. For the purpose of this chapter and pretreatment requirement determination, FSFs are defined as those facilities required by applicable state or local health regulations to install and utilize a manual ware-washing three compartment sink.

3. The purpose of these rules is to set forth uniform requirements for all food service facilities that discharge into any public or private collection system connected to the POTW.

a. Any new FSF or existing facility making a modification requiring the submittal of plans for construction or tenant improvements must meet the requirements of the grease management program set forth in this section.

b. Facilities without pretreatment, or whose grease-bearing wastestreams are not connected to a pretreatment device, must upgrade their system to the requirements of the grease management program set forth in this section or obtain an industrial wastewater discharge permit.

4. An existing facility that was built in conformance with standards in the then-applicable plumbing code need not bring current its pretreatment system unless the director finds that the facility caused or contributed to grease accumulation in the line or odor generated by grease accumulation.

B. Operation and maintenance of pretreatment devices.

1. All pretreatment devices shall be maintained in efficient operation at all times by the owner or operator at their expense.

2. Food service facilities are required to have a suitable and adequate pretreatment device, and must regularly inspect, clean and maintain the device in accordance with the grease management program set forth in this section or in the manufacturer's recommendations for the device.

3. In maintaining pretreatment devices, the owner/operator shall be responsible for the proper removal and disposal of the captured material and shall maintain records of the dates, name of person/company, and the amount of material removed.

4. Pretreatment device maintenance performed by liquid waste haulers shall consist of removing the FOG, solids and water from the device and properly disposing of the material in accordance with all federal, state and local laws. Proper maintenance practices include evacuating the entire contents in the following manner:

a. Remove floatable FOG material;

b. Remove settled solids;

c. Remove and scrape baffles, baffle slots, interior walls and other detachable components;

d. Remove remaining FOG, solid material and water ("pump-in-full"—no "skimming"); and

e. Reinstall all components removed during the cleaning process.

5. Under no circumstances shall any liquid removed from any pretreatment device be placed back into any pretreatment device.

C. Hydromechanical and gravity grease interceptor and other alternative pretreatment device design criteria. Pretreatment devices shall be designed and installed in accordance with the sizing criteria found in this paragraph. A sampling port/box/T, which will accommodate the collection of a valid oil and grease sample, shall be included on all pretreatment device installations.

1. Hydromechanical grease interceptors (HGI), which are generally installed inside, may be used when there are four or fewer fixtures.

   a. The minimum size HGI installed shall be rated no less than 25 gallons per minute with a 50 pound grease retention capacity.

   b. A flow control device shall be installed so that the flow through the device shall at no time be greater than the rated flow.

   c. If a dishwasher or food waste disposal unit is used in the facility, an HGI cannot be used and an appropriately sized GGI or alternative pretreatment device capable of accepting these wastes must be installed.

   d. Each HGI must be cleaned at least monthly.

   e. An HGI located indoors should be cleaned during non-business hours to prevent objectionable odors/germs from being released into the facility.

2. A gravity grease interceptor (GGI) is typically installed outside and in the ground when a FSF has greater than four fixtures, or when dishwasher or food waste disposal units are used in the facility.

   a. The minimum sized GGI to be installed shall be 300 gallons.

   b. A GGI shall be installed so that it is easily accessible for inspection, cleaning and the removal of FOG and solid material.

   c. A GGI shall meet the following minimum criteria:

      i. No obstruction to prevent the proper access and cleaning of the GGI.

      ii. Access covers located such that the influent and effluent sanitary "T" and compartment transition points (if applicable) are accessible for proper cleaning and inspection.

      iii. An access cover for each chamber and constructed with the appropriate traffic rating.

   d. The GGI must be pumped-in-full at least every six months or when the total accumulation of surface FOG (including floating solids) and settled solids reaches 25% of the GGI's overall depth.

   e. The GGI shall be sized to meet the following equation: V(min) = F x R x S

Where:

V(min)=minimum gravity grease interceptor operating volume, in gallons

F=flow rate (maximum), in gallons per minute

R=retention time of 30 minutes

S=storage factor of 25%

Thus: V(min) = F x 30 x 1.25

f. To calculate flow rate (F), use drainage fixture units (DFU) values found in the accompanying GGI fixture counts tables. The flow rate shall be determined based on the total flow rate from all equipment and plumbing fixtures connected to the gravity grease interceptor using one of the following equations:

i. Drainage Fixture Units less than or equal to 40: F = (0.8 x DFU)

ii. Drainage Fixture Units greater than 40: F = (0.3 x DFU) + 20

a) Where: DFU = drainage fixture units, defined by the accompanying GGI fixture counts tables.

GGI fixture counts tables	
DFUs for food service facilities	
Fixture type	**DFU value**
2-Compartment Sink	2
3-Compartment Sink	3
Automatic Dishwasher greater than 2 inch Drain	6
Automatic Dishwasher less than 2 inch Drain	3
Food Prep Sink	2
Food Waste Grinder	4
Hand Sink	1
Mop Sink/Mop Basin	2
Pre-Rinse Sink	3
Pre-Rinse Sink w/Food Waste	4
Rotisserie w/Drain	3
Tilt Soup Kettle	3
Wok Stove	4
For fixtures ***not*** listed, use table 709.2 of the 2012 international plumbing code	
DFUs for fixture drains or traps	
Fixture drain or trap size	**DFU value**

GGI fixture counts tables	
DFUs for food service facilities	
Fixture type	**DFU value**
1 ½ inches	1
1 ½ inches	2
2 inches	3
2 ½ inches	4
3 inches	5
4 inches	6
GGI sizing summary	
Number of DFUs	**Minimum size (gallons)**
Up to 10 DFUs	300
11-16 DFUs	500
17-25 DFUs	750
26-33 DFUs	1000
34-44 DFUs	1250
45-66 DFUs	1500
67-111 DFUs	2000
112 or more DFUs	Contact director

3. If an alternative pretreatment device is used instead of an HGI or GGI, the design must be submitted to the director for prior approval. The information submitted to the director must include, but not be limited to, the number of DFUs the device is going to service, and the manufacturer's recommended sizing criteria.

4. The introduction of emulsifying agents such as chemicals, solvents or enzymes, either directly or indirectly into the pretreatment device, other than what is considered typical business operational practices such as dishwashing or sanitation, is strictly prohibited.

5. Products that reduce FOG, such as bacteria, may be used in the pretreatment device, in addition to the regular maintenance program, but shall not be a consideration in determining sizing or maintenance frequency.

D. Fats, oils and grease sources.

1. All fixtures, equipment and drain lines located in a facility's food preparation or clean-up areas, which are sources of FOG, shall be connected to a pretreatment device except as outlined in section 14-10-30 above.

   a. Dishwashers or other fixtures discharging emulsifying agents, such as detergents, should be located such that their potential to adversely impact the operation is minimized.

b. All wastestreams containing FOG within FSF shall be directed to a pretreatment device.

2. The following types of equipment or fixtures have been identified as sources of FOG and shall be connected to a pretreatment device (with applicable exceptions and supplemental requirements noted for the respective device):

i. Pre-rinse and or pre-wash sinks.

ii. Two, three or four compartment sinks.

iii. Meat prep sinks.

iv. Wok stoves.

v. Kitchen floor drains.

vi. Floor sinks.

vii. Mop sinks. Depending on the use of the mop sink, the requirement to drain through a pretreatment device may be the subject of a variance from the director under section 14-10-9 above.

viii. Food prep sinks.

ix. Hand wash sinks. A hand wash sink located in the kitchen area shall either discharge through a pretreatment device or have a sign posted above it stating clearly in all employees' primary languages: "HANDWASH SINK ONLY! NO FOOD PREPARATION OR DISHWASHING ALLOWED."

x. Dishwashers.

xi. Self cleaning ventilation/exhaust hood.

xii. Food waste disposal units. Discharges from food waste disposal units must drain through a minimum 3/8 inch screen or solids separator prior to the pretreatment device.

E. Best management practice requirements. Best management practices (BMPs) are policies, practices, or procedures implemented to mitigate the adverse effects of FOG. All FSFs must develop and implement BMPs which, at minimum, shall include the following:

1. Pouring all grease and oil from pots and pans into a waste grease container stored in close proximity to the pot washing sink and not down the drain.

2. Scraping off of all solids or FOG on plates, pots and pans into the garbage can.

3. Pre-washing plates with cold water over a small screened catch basin positioned over the drain and disposing the contents of the catch basin in a garbage can.
4. Disconnecting all food waste disposal devices, unless the discharge is screened or goes through a solids separator prior to discharge.
5. The posting of signs above vegetable prep sinks not protected by a grease pretreatment device, stating clearly in all employees' primary languages languages: "NO WASHING OF POTS, PANS, DISHES OR UTENSILS – VEGETABLE PREP SINK ONLY."
6. Periodic training of current and new employees regarding the effective use of the BMPs.

F. Record-keeping requirements.

1. All pretreatment device maintenance, compliance reports and related correspondence must be retained on-site by the user for a minimum of three years.
    a. A separate maintenance log shall be maintained on-site for each device.
    b. Maintenance logs shall include all of the following information:
        i. Device location and volume.
        ii. Maintenance dates.
        iii. Volume removed in gallons.
        iv. The name of the company and the person performing the maintenance.
        v. Identification of the facility where the material was disposed.
2. Records associated with waste cooking oil collection and disposal shall be kept on-site by the user for a minimum of three years. Waste cooking oil collection logs shall include all of the following information:
    a. Collection date.
    b. Volume collected in gallons.
    c. The name of the company and the person performing the collection.
    d. The disposal methods.
3. Records of compliance with BMP training shall be maintained by each FSF.

14-10-31 Satellite collection systems

A. Applicability. All entities owning or operating a satellite collection system shall comply with the requirements of this section.

B. Publicly-owned satellite collection systems. A satellite collection system under control of a separate jurisdictional governmental agency or native American nation shall enter into an agreement with the town that addresses the following requirements:

1. Agreement by the contributing jurisdiction to adopt a pretreatment sewer use ordinance that is no less stringent than the town's ordinance.

2. Compliance with industrial wastewater ordinance requirements by industries that would be subject to the town's ordinances if they discharged to the collection system owned and operated by the town. Specifically, the contributing jurisdiction shall agree to adopt local limits for industrial discharges into its collection system that are at least as stringent as the town's local limits, or should agree to a specific maximum total mass loading of pollutants for discharge to the town's POTW.

3. Indication of whether the contributing jurisdiction or the town is responsible for issuing control mechanisms to industrial users located within the contributing jurisdiction. If joint control mechanisms are to be issued, the agreement should indicate which party will take the lead in preparing the draft control mechanisms.

4. Agreement by the contributing jurisdiction to providing the town access to all records compiled as part of the contributing jurisdiction's pretreatment program activities, including notice to the town of key activities such as enforcement actions and permit issuances.

5. Granting the town the power to enter into the facilities of industrial users to periodically verify compliance with applicable pretreatment standards and requirements. Procedures and responsibility for conducting inspections and other compliance evaluation activities should be established explicitly.

6. Agreement as to whether the contributing jurisdiction or the town has primary responsibility for enforcing pretreatment standards and requirements against industrial users located within the contributing jurisdiction. If the contributing jurisdiction has primary responsibility for enforcing the ordinance, the agreement should specify that the town can enforce if the contributing jurisdiction fails to do so.

7. Where it has primary responsibility for permitting, compliance monitoring, and/or enforcement, the contributing jurisdiction should agree that the town has the right to take legal action as necessary to enforce the terms of the agreement and/or to take action directly against noncompli-

ant industrial users in the event that the contributing municipality is unable or unwilling to do so. The agreement should also provide for remedies available against the noncomplying municipality, including indemnification and specific performance of pretreatment activities.

8. If no industrial users are located within the contributing jurisdiction, or if the only existing nondomestic users are light commercial establishments, the agreement should state:
   a. No industrial users are currently located within the contributing jurisdiction, and
   b. No industrial users shall be allowed to operate unless prior notification is provided to the town and a new agreement is entered into addressing implementation and enforcement of the pretreatment program.
9. Operation of the contributing jurisdiction's collecting system so as to comply with the requirements of the town's CMOM permit.
10. Prevention or reduction to the extent possible of stormwater or infiltration of groundwater from entering the town's sewer collection system.
11. Notification of new connections to the town's sewer collection system, and assurance of compliance with the town's capacity assurance program.
12. Assurance of the payment of town-adopted connection and user fees.
13. Provision for spill-reporting systems.
14. Operations and maintenance provisions that protect the system, including proper operations and maintenance as required by 40 CFR § 122.41(d).
15. Reporting of unpermitted discharges from satellite systems to waters of the United States or storm sewer systems owned or controlled by the town.
16. All reasonable steps to minimize or prevent any discharge in violation of the town's permit that have a reasonable likelihood of adversely affecting human health or the environment.