MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, August 4, 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 August 4, 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.maranaaz.gov 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

P 1 Presentation: Relating to Recreation; presentation regarding the 33rd El Tour de Tucson (Jocelyn Bronson)

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. 2015-077: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC, for the 2015-2016 fiscal year; and superseding Marana Resolution No. 2015-059 (Tony Hunter)

C 2 Resolution No. 2015-078: Relating to Administration; approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council (Gilbert Davidson)

C 3 Resolution No. 2015-079: Relating to Public Works; approving and authorizing the Mayor to execute a supplemental intergovernmental agreement between the Town of Marana and the Town of Oro Valley to Accommodate Oro Valley Water Utility Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

C 4 Resolution No. 2015-080: Relating to Addressing; naming "Barnett Road" from Sandario Road to Sanders Road (Frank Cassidy)

C 5 Resolution No. 2015-081: Relating to Development; approving a preliminary plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A-D', generally located at the northeast intersection of W. Barnett Road and N. Sandario Road (Shannon Shula)

C 6 Approval of June 30, 2015 Special Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B 1 Resolution No. 2015-082: Relating to Boards, Commissions and Committees; making appointments to the Marana Municipal Property Corporation Board of Directors (Jane Fairall)

COUNCIL ACTION

A 1 PUBLIC HEARING: Ordinance No. 2015.016: Relating to Development; approving a rezoning of approximately 508 acres of land generally located one mile north of the north terminus of Thornydale Road from 'RD-180' Rural Development to 'F' Specific Plan for the purpose of establishing the Saguaro Ranch Specific Plan; approving a minor amendment to the Marana General Plan; and approving and authorizing the Mayor to execute the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement. (Brian Varney)

A 2 Resolution No. 2015-083: Relating to Parks & Recreation; approving and authorizing the Mayor to execute the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement (Frank Cassidy)

A 3 Relating to Real Estate; authorizing Town staff to proceed with the sale by public auction of approximately 2.1 acres of Town-owned land located at the southwest corner of Twin Peaks Road and Casa Grande Highway (Interstate 10); and approving terms and conditions for the sale (Frank Cassidy)

A 4 Relating to Annexation; Authorizing town staff to proceed with annexation of the Pioneer Materials property located at the southwest corner of Twin Peaks Boulevard and Interstate 10 (Frank Cassidy)

A 5 Relating to Municipal Court; identifying candidates to be invited to interview for the position of Town Magistrate and directing staff to schedule interviews (Jane Fairall)

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.

E 2 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion, consideration and possible interviews of candidates for appointment to the Marana Municipal Property Corporation Board of Directors.

E 3 Executive Session pursuant to A.R.S. § 38-431.03 (A)(1) for discussion and consideration of applicants for the position of Town Magistrate.

E 4 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with the Town's attorneys in order to consider the Town's position and instruct its attorneys regarding settlement discussions conducted in order to avoid or resolve litigation relating to the April 14, 2015 notice of claim filed on behalf of Rancho Palomita Advisors, L.L.C. and Landmark Title Assurance Agency of Arizona, LLC Trust 18206-T concerning the "Public Water Infrastructure Participation Agreement" approved on August 5, 2014 by Marana Resolution No. 2014-074.

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 P 1

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: August 4, 2015

Strategic Plan Focus Area:
Recreation

Subject: Presentation: Relating to Recreation; presentation regarding the 33rd El Tour de Tucson (Jocelyn Bronson)

Discussion:
Perimeter Bicycling Association of America/El Tour de Tucson is seeking support for the 33rd El Tour de Tucson.

Richard DeBernardis, Founder and President, and Marilyn Hall, Media Director, will present a short video and a plan for a new start line in Marana.

The next El Tour is November 21, 2015.

Staff Recommendation:
Presentation only.

Suggested Motion:
Presentation only.

Attachments:
No file(s) attached.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 1

To: Mayor and Council

From: Anthony Hunter, Management Assistant

Date: August 4, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-077: Relating to Intergovernmental Relations; approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC, for the 2015-2016 fiscal year; and superseding Marana Resolution No. 2015-059 (Tony Hunter)

Discussion:

Phoenix-based firm Triadvocates has provided lobbying services to the Town of Marana for several years. The primary duty of this service is representing the Town in state legislative affairs. The contract for this services agreement is renewed annually for each fiscal year.

The Town Council approved a slightly different version of this lobbying services agreement by the June 16, 2015 adoption of Marana Resolution No. 2015-059, but the approved version of the agreement did not increase the compensation for Triadvocates, LLC for the new fiscal year. The version of the agreement proposed by this agenda item revises the compensation from $45,999.96 to $49,599.96.

Financial Impact:

Fiscal Year:	15-16
Budgeted Y/N:	Y
Amount:	$49,599.96

Staff Recommendation:

Based on past performance, staff recommends adoption of Resolution 2015-077, renewing the Lobbying Services Agreement with Triadvocates.

Suggested Motion:

I move to adopt Resolution 2015-077, approving and authorizing the Town Manager to execute a Lobbying Services Agreement with Triadvocates, LLC, for the 2015-2016 fiscal year.

Attachments: Resolution 2015-077
Lobbying Services Agreement

MARANA RESOLUTION NO. 2015-077

RELATING TO INTERGOVERNMENTAL RELATIONS; APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A LOBBYING SERVICES AGREEMENT WITH TRIADVOCATES, LLC, FOR THE 2015-2016 FISCAL YEAR; AND SUPERSEDING MARANA RESOLUTION NO. 2015-059

WHEREAS the Town of Marana and Triadvocates, LLC wish to enter into an agreement whereby Triadvocates, LLC will provide lobbying services for the Town before state government bodies and officials; and

WHEREAS the Town Council approved a slightly different version of this lobbying services agreement by the June 16, 2015 adoption of Marana Resolution No. 2015-059, but the approved version of the agreement did not increase the compensation for Triadvocates, LLC for the new fiscal year; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the lobbying services agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the lobbying services agreement between the Town of Marana and Triadvocates, LLC attached to this resolution as Exhibit A is hereby approved, and the Town Manager is authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that Marana Resolution No. 2015-059, adopted on June 16, 2015, is superseded and replaced by this resolution.

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 lobbying services agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

LOBBYING SERVICES AGREEMENT

This Agreement for lobbying services (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and TRIADVOCATES LLC, a Delaware limited liability company ("TRIADVOCATES").

IN CONSIDERATION of the mutual obligations contained in this Agreement, the parties mutually agree as follows:

ARTICLE I. SCOPE OF WORK/COMPENSATION

A. ENGAGEMENT AND SCOPE OF SERVICES: The Town retains TRIADVOCATES in the capacity of lobbyist. TRIADVOCATES shall provide lobbying services at the direction of the Town Manager as approved and directed by the Mayor and Council. TRIADVOCATES' duties shall include providing lobbying services for the Town before state government bodies and officials.

B. REPRESENTATION OF OTHER CLIENTS: Nothing in this Agreement shall be interpreted to prohibit TRIADVOCATES from representing other clients so long as that representation does not constitute a legal conflict of interest. The Town may waive conflicts to the extent permitted by law.

C. COMPENSATION: For the services contemplated in this Agreement, the Town shall pay TRIADVOCATES a fee of $4,133.33 per month, with total compensation under this Agreement not to exceed $49,599.96.

D. CHARGES FOR COSTS AND EXPENSES: With the Town Manager's prior written approval, the Town shall reimburse TRIADVOCATES for any reasonable out-of-pocket costs, including costs for travel time or mileage, which TRIADVOCATES may incur as a direct result of its lobbying efforts on the part of the Town. TRIADVOCATES will not markup any of its costs.

E. BILLING: TRIADVOCATES shall bill the Town for its services on or about the first day of each month. The Town shall pay invoices within 30 days of receipt.

ARTICLE II. TERM

This Agreement shall begin on and be effective as of July 1, 2015, and shall continue in full force and effect until June 30, 2016, unless sooner terminated pursuant to Article III.

ARTICLE III. TERMINATION/MODIFICATIONS

A. TERMINATION: This Agreement may be terminated by either the Town or TRIADVOCATES at any time, subject to payment of all fees and costs incurred through the date of termination, by giving written notice to the other party. The written notice shall be

delivered personally or by certified mail, and termination shall take effect 30 days after receipt of the written notice by the receiving party.

B. MODIFICATION: This Agreement may not be modified except by an instrument in writing duly executed by all parties.

ARTICLE IV. MISCELLANEOUS

A. ENTIRE AGREEMENT: This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement, and there are no understandings or agreements other than those incorporated in this Agreement.

B. NO ASSIGNMENT: TRIADVOCATES may not assign any rights or obligations under this Agreement without the Town's prior written consent.

C. INDEPENDENT CONTRACTOR STATUS: TRIADVOCATES is an independent contractor and nothing in this Agreement shall make TRIADVOCATES an employee of the Town. TRIADVOCATES is solely responsible for all federal, state and local taxes, including but not limited to FICA, unemployment compensation and workers' compensation, and will not be subject to the personnel policies or entitled to any benefits of the Town.

D. GOVERNING LAW: This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Arizona.

E. ATTORNEYS' FEES: If there is a breach of this Agreement that results in litigation, the prevailing party shall be awarded its attorneys' fees and court costs incurred in the litigation.

F. SEVERABILITY: If any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

G. 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.

H. COMPLIANCE WITH IMMIGRATION LAWS: TRIADVOCATES warrants that it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 (A). TRIADVOCATES acknowledges that pursuant to A.R.S. § 41-4401, 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 works on the Agreement to ensure compliance with this warranty.

IN WITNESS WHEREOF, the parties have executed this Agreement on the last signature date below.

TOWN OF MARANA:

By:_____

Gilbert Davidson, Town Manager

Date:_____

ATTEST:

_____

Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____

Jane Fairall, Deputy Town Attorney

TRIADVOCATES LLC:

By:_____

Its:_____

EIN/SSN:_____

Date:_____

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 2

To: Mayor and Council

Submitted For: Gilbert Davidson, Town Manager

From: Erik Montague, Finance Director

Date: August 4, 2015

Strategic Plan Focus Area:
Community, Progress & Innovation

Subject: Resolution No. 2015-078: Relating to Administration; approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council (Gilbert Davidson)

Discussion:

In an effort to maintain transparency and accountability, Council adopted Resolution 2009-89 in June 2009 which, among other things, established a process for travel and training requests. Recently, staff updated the travel and training administrative directive and created a new business meal and food-related function expenses administrative directive. These directives both streamline certain processes and also maintain transparency and accountability regarding the use of public funds.

The resolution before you this evening would make both the travel and training administrative directive and the business meals and food-related function expenses administrative directive apply to Council and appointed officials. Doing so would provide the opportunity for greater consistency in the use of public funds for these purposes.

If approved, the resolution would also supersede Resolution 2009-89 to the extent that the new resolution conflicts with the earlier resolution.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution 2015-078, approving a business meals and food-related function expenses administrative directive and a travel and training administrative directive for application to Town of Marana elected and appointed officials; and superseding Marana Resolution 2009-89 as it relates to travel and training policies for the Town Council.

Attachments: Resolution 2015-078
Exhibit A
Exhibit B

MARANA RESOLUTION NO. 2015-078

RELATING TO ADMINISTRATION; APPROVING A BUSINESS MEALS AND FOOD-RELATED FUNCTION EXPENSES ADMINISTRATIVE DIRECTIVE AND A TRAVEL AND TRAINING ADMINISTRATIVE DIRECTIVE FOR APPLICATION TO TOWN OF MARANA ELECTED AND APPOINTED OFFICIALS; AND SUPERSEDING MARANA RESOLUTION NO. 2009-89 AS IT RELATES TO TRAVEL AND TRAINING POLICIES FOR THE TOWN COUNCIL

WHEREAS the Town Council has established broad guidelines and parameters regarding the administration of the Town through the Marana Town Code and other ordinances and policies; and

WHEREAS Section 3-2-1(G) of the Marana Town Code provides that the Town Manager shall be the chief administrative officer and head of the administrative branch of the Town and shall execute general administrative supervision and control of the affairs of the Town; and

WHEREAS on September 15, 2009, the Town Council approved Resolution No. 2009-164 authorizing the Town Manager to implement an administrative directive system for carrying out certain administrative functions and providing consistency in the performance of administrative tasks, in the use of Town resources and equipment, and in the implementation of the Town Code and other ordinances and policies; and

WHEREAS the administrative directive system approved by Resolution No. 2009-164 included the provision that any administrative directive relevant to the Town's elected and appointed officials would be brought before the Council for its consideration and adoption by resolution; and

WHEREAS the Town Manager has recently implemented administrative directives for Town employees related to Business Meals and Food-Related Function Expenses and to Travel and Training; and

WHEREAS on June 9, 2009, the Town Council approved Marana Resolution No. 2009-89 adopting, among other things, Council budget policies regarding travel and training; and

WHEREAS the Town Council finds that approving the administrative directives relating to Business Meals and Food-Related Function Expenses and to Travel and Training for application to the Town's elected and appointed officials is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Business Meals and Food-Related Function Expenses Administrative Directive, attached to and incorporated by this reference in this resolution as Exhibit A, and the Travel and Training Administrative Directive, attached to and incorporated by this reference in this resolution as Exhibit B, are hereby approved for application to the Town's elected and appointed officials.

IT IS FURTHER RESOLVED that to the extent that the travel and training policies and procedures adopted by Marana Resolution No. 2009-89 conflict with the policies set forth in the Business Meals and Food-Related Function Expenses Administrative Directive or the Travel and Training Administrative Directive approved by this resolution, the policies and procedures adopted by Marana Resolution No. 2009-89 are hereby superseded and replaced by the administrative directives adopted by this resolution.

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 administrative directives approved by this resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

ADMINISTRATIVE DIRECTIVE

Title:	Travel and Training
Issuing Department:	Finance
Effective Date:	July 1, 2015 for Town employees; Upon Council approval for elected and appointed officials
Approved:	Gilbert Davidson, Town Manager
Type of Action:	New

1.0 PURPOSE

The purpose of this directive is to ensure that employee travel is consistent with the business objectives of the Town of Marana. It also ensures fair and equitable treatment of employees by defining procedures for authorized business travel and guidelines for expense reimbursement.

2.0 DEPARTMENTS AFFECTED

All Town of Marana departments and employees, and elected and appointed officials

3.0 REFERENCES

3.1 IRS Publication 15, (Circular E), Employer's Tax Guide

3.2 IRS Business Mileage Rates

3.3 U.S. General Services Administration (GSA), Travel and Relocation Policy

3.4 Town of Marana Personnel Policies and Procedures, Policy 6-3: Town-Sponsored and Required Training

3.5 Town of Marana Administrative Directive: Business Meal and Food Related Function Expenses

4.0 DEFINITIONS

4.1 Business purpose: Activities that contribute to any one of the Town's major objectives and will benefit the individual's ability to be more productive. The purpose must be for the public's benefit and related to the department's business activities.

4.2 Commuting expense: An expense for travel between a personal residence and a regular duty post.

4.3 Duty post: The place where an employee spends the largest portion of the regular workday or working time.

4.4 Elected official: The Town of Marana Mayor or any Town of Marana Council member.

4.5 Employee: Any full- or part-time classified or unclassified Town of Marana employee hired for an indefinite period in a budgeted position. For purposes of this directive only, all references to employee shall also include elected and appointed officials.

4.6 Incidental expenses: (1) Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses; and (2) transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the lodging.

4.7 Lodging: Actual room charges, mandatory service charges and taxes for overnight sleeping facilities. Does not include accommodations on airplanes, trains, buses, or ships, which are included in the cost of transportation.

4.8 Reporting period: The 10-day period within which a Travel Reconciliation Form must be submitted after the end of a trip.

4.9 Residence: The primary residence where the traveler lives, regardless of other legal or mailing addresses.

4.10 Transportation expenses: Expenses for means of conveyance or travel from one place to another (e.g., airplane, automobile, taxi, airport shuttle service).

4.11 Travel: For purposes of determining travel status, the traveler must be on official town business and must travel away from his or her duty post longer than 12 hours and outside a radius of 50 miles from the traveler's personal residence and duty post. Travel begins when the traveler leaves the personal residence or duty post, whichever occurs last, and ends when the traveler returns to the personal residence or duty post, whichever occurs first.

4.12 Traveler: An employee traveling for a Town of Marana business purpose.

4.13 Travel expenses: Expenses that are ordinary and necessary to accomplish the official business purpose of a trip, such as registration, transportation, lodging, meals, and incidental expenses directly related to travel.

5.0 POLICIES AND PROCEDURES

5.1 General guidelines.

5.1.1 A critical balance between the Town's need for cost effectiveness and the employee's need for quality services and support must be sought when requesting travel. Travel is warranted when personal contact is the most effective method of conducting official Town business or training as determined by the departmental approval authority. To maximize the effectiveness of Town resources allocated to travel activities, employee travel should be via the best cost alternative, consistent with good business practices. Neither luxury, nor sub-standard modes of transportation and accommodations should be used. Departments should send the fewest number of employees required and utilize cross-training to reduce travel expenses. Additionally, consideration should be

made for other alternatives for conducting business, such as conference calls or web conferences.

5.1.2 Employee travel, and the expenses associated with it, will be authorized only in circumstances which are clearly consistent with the mission of the Town. It will be the responsibility of each department head and manager to ensure that all employee travel meets this objective and that reimbursement be made only for actual, reasonable business expenses in connection with authorized travel as defined in this directive. In order to maintain control over expenditures, any expense submitted which does not comply with the guidelines of this directive will not be reimbursed, unless accompanied by a written approval from Town management.

5.1.3 Travel is conducted and reimbursed according to Town policy regardless of the funding source of the travel expense.

5.1.4 In general, air travel will be authorized for out-of-state travel and ground travel will be authorized for in-state travel.

5.1.5 Out-of-state travel is not permitted for employees serving in an initial evaluation period, as defined by Town policy, unless otherwise approved by the Town Manager.

5.1.6 When a traveler can reasonably and safely arrive at the destination one hour before the scheduled event begins, he/she should depart on the same day rather than leaving one day earlier. When a traveler can reasonably and safely return home from a trip by 8:00 p.m., an additional night of lodging should be avoided. Exceptions may be approved by the department's approval authority.

5.1.7 Attendance at a conference, meeting, training session or similar event that does not take the traveler away from his or her duty post longer than 12 hours and outside a radius of 50 miles from the traveler's personal residence and duty post is not considered "travel" for purposes of this directive. As such, a Travel Authorization Form and a Travel Reconciliation Form are not required for any expenses. A check request can be utilized for any necessary vendor payments. However, attendance at the conference, meeting, training session, etc., must still be for a business purpose and in compliance with all Town policies regarding the expenditure of Town funds.

5.1.8 To be eligible for lodging and meal expense reimbursement, travel must take the traveler away from his or her duty post longer than 12 hours and outside a radius of 50 miles from the traveler's personal residence and duty post.

5.2 Travel authorization and approval. All travel must be requested using the official Town Travel Authorization Form (TAF), (Attachment A). In-state travel requires the approval of the employee's immediate supervisor, department head and the Finance Director. Out-of-state travel and travel costing over $1,000 and not specifically budgeted also requires the approval of the Town Manager in addition to the supervisor, department head and Finance Director. Subsequent to approval, travel arrangements, including airfare, rental car, lodging and planning of meetings can be coordinated through the appropriate departmental support staff. The Town will use appropriate online travel sites to facilitate the procurement of travel.

5.2.1 Notwithstanding section 5.2 above, Town Manager approval is not required for expenditures of the Marana Municipal Court.

5.3 Payment of travel expenses. Travel expenses for authorized travel may be paid by the employee and reimbursed pursuant to the terms of this directive, paid by a Town credit card, paid directly to the vendor with a check request, or the employee may request a travel advance.

5.3.1 Requests for travel advances must be received two weeks prior to date of departure. When advance requests are not received two weeks prior to travel, travelers will be reimbursed upon return and completion of the Travel Reconciliation Form.

5.4 Air travel. Air travel will be via the safest, most direct, and economical means.

5.4.1 Use of "Non-Refundable" airfares is recommended, as well as the lowest available coach, economy, or discount. These fares are often considerably less expensive than refundable unrestricted fares. In most cases, if the travel must change or the trip is canceled altogether, the funds can be used as a credit toward future travel, less a service charge imposed by the airline.

5.4.2 Airport parking and mileage expense for a personal vehicle is allowed only if it is less than roundtrip taxi or shuttle fare between the traveler's residence and the airport, or duty post and airport, whichever is applicable. If the traveler is dropped off or picked up using a personal vehicle, parking and mileage is not reimbursable.

5.4.3 Reasonable fees, such as, baggage fees, taxes, and other necessary fees will be reimbursed. Discretionary fees, such as early boarding passes or optional upgrades, will not be reimbursed (see section 5.11 below).

5.4.4 Employees choosing to use personal modes of travel between cities serviced by regularly scheduled airlines will be reimbursed based on least expensive airfare or actual expenses, whichever is less.

5.5 Auto rental. If the employee travels out-of-state via air travel, the employee may be authorized to obtain a rental car. If the employee's lodging is more than five miles from the training/conference site, car rental may be the most cost effective. Otherwise, taxi, airport, or hotel shuttle service may be a more cost effective option. An auto rental must be used only in reasonable and economical situations. An employee can request either compact or intermediate size cars. Rentals for other types of cars are not permitted except with Town Manager approval.

5.5.1 Wherever possible, the employee must refill gasoline prior to returning rental car for drop off.

5.5.2 Any personal portion of the cost of a rental car must be subtracted from the total rental bill before requesting reimbursement. The personal portion is calculated by prorating the cost of the rental over the number of days for personal use and number of days for business use.

5.5.3 No reimbursement is allowed for vehicle liability insurance, collision damage waiver, or optional upgrades purchased by the traveler. The Town's insurance program includes the same coverage for rental cars as cars owned by the Town. If the employee accepts extra insurance cost for a domestic car rental in order to be covered during the personal portion of the trip, the entire cost of the insurance coverage for the entire rental period will be a personal expense and not reimbursable.

5.6 Shuttle/taxi. If the employee travels out-of-state via air travel, then taxi, shuttle, or other means of transportation may be reimbursed if it is the most reasonable and economical means for the traveler.

5.7 Ground travel. When travel is required within the state, every effort shall be made to use a Town-provided vehicle. If a Town vehicle is not available, the reimbursement rate will be at the prevailing IRS mileage allowance rate upon submission of the Mileage Reimbursement Log (MRL) (Attachment B). If an employee utilizes a personal vehicle when a Town vehicle is available, the reimbursement rate will be at the prevailing GSA Privately Owned Vehicle (POV) mileage reimbursement rate.

5.7.1 An employee is only authorized to use his or her personal vehicle if the employee holds both a valid driver's license and a current comprehensive auto insurance policy, including liability. If not, the employee is not authorized to use his or her personal vehicle in travel for the Town.

5.7.2 When multiple employees are required to travel to the same event (e.g., a conference), a reasonable effort should be made to carpool or otherwise consolidate the number of vehicles used in order to conserve gasoline and the associated expenditure.

5.7.3 An employee who receives a monthly stipend for mileage reimbursement shall not be entitled to receive additional mileage reimbursement for travel of one day's duration or less, unless such travel exceeds 25 miles beyond Pima County.

5.7.4 In order to receive reimbursement for mileage and/or parking fees, the employee must complete a Mileage Reimbursement Log (Attachment B) specifying purpose of trip, start and finish odometer reading, reduction of commute miles, point of origin, destination and time of trip. Mileage in excess of commute miles at an amount established by the IRS will be reimbursed for Town business.

5.7.5 The employee assumes the responsibility for all parking and traffic citations or fines.

5.8 Lodging. The Town will pay the actual costs of overnight lodging at the government rate (i.e., GSA lodging rate), "conference block" rate, or the most economical rate available. These rates should be requested when making hotel reservations. Lodging will not be paid for those conferences, seminars, meetings, etc. taking place within Pima County. The employee is responsible for confirming that the rate being charged is also the rate listed on the travel itinerary. Any discrepancies should be reported immediately and resolved prior to travel.

5.8.1 Hotels normally hold a confirmed room, with a confirmation number, without prior financial commitment until approximately 6:00 p.m. on the check-in date (local destination time). In order to hold a confirmed reservation beyond that hour, the hotel will generally require an advance deposit (normally prepayment for one night) or a guarantee by the traveler's credit card. After a deposit is submitted or a guarantee is made, the employee is responsible for notifying the hotel of cancellation. The employee will not be reimbursed for the deposit or guarantee penalty if he/she fails to make a cancellation notification unless there is extreme extenuating circumstances beyond the control of the employee (for example, a canceled flight). Such

circumstances must be documented on the Travel Reconciliation Form, with the documented confirmation number.

5.8.2 Some hotels hosting large conferences may require a prepayment irrespective of the guest's arrival time. Such prepayments should generally be charged to the Town. If the prepayment is required in excess of ten days before the conference, the prepayment can be made directly by the Town to the hotel through submission to Accounts Payable on a Check Request form.

5.8.3 Meals and incidentals on lodging receipts must be itemized separately. Discretionary expenses, such as expenses for in-room stocked mini-bar or in-room movies will not be reimbursed (see section 5.11 below).

5.8.4 The Town reimburses employees for the single occupancy cost of a standard room.

5.8.5 When traveling to a conference, it is appropriate to stay at the hotel hosting the conference, assuming that the daily rate is not unreasonably expensive relative to other alternatives.

5.9 Meals and Incidentals. The Town will reimburse meals and incidentals by actual receipts up to the GSA per diem rate.

5.9.1 On the days of travel to or from the destination reimbursements should be adjusted for the employee's departure and return times, to exclude any meals not incurred during the time of travel using the schedule below.

Departure Time	Return Time	Meal	Incidental (per day)
Before 7:00 a.m.	After 10:00 a.m.	Breakfast	$5.00
Before 12:00 p.m.	After 1:00 p.m.	Lunch	
Before 4:00 p.m.	After 6:00 p.m.	Dinner	

5.10.1 The traveler may request an advance for meals and incidentals up to the GSA per diem amount; however, the reconciliation of actual expenses will determine if either the Town or the traveler is owed a reimbursement.

5.10.2 If a Town credit card is used for meals, itemized receipts are required and payment is the amount actually spent for a meal, not to exceed the maximum per diem rate. Actual itemized receipts are required for all meal and incidentals.

5.10.3 The Town's meal and incidental reimbursement will be reduced to account for meals furnished at no cost or nominal cost to the employee. If meals are provided in the cost of a conference, including continental breakfast, those meals should be deducted from the reimbursement/advance request.

5.10.4 Meal tickets or other conference-sponsored meals (banquet, etc.) not included in the conference fee, which exceed the GSA per diem rate, may be paid at the actual cost with department head approval, if accompanied by a receipt or other verification of cost. Costs of such meals should not be extravagant.

5.10.5 Travelers with special dietary needs shall make every attempt to secure a reasonable meal accommodation at the hotel or conference site.

5.11 Reconciliation/reimbursement procedures. Within ten days of returning from travel, the employee must complete a Travel Reconciliation Form and attach the required receipts and documentation. The Travel Reconciliation Form must be certified by the employee and signed by the department head and the Finance department. The following documentation must be included with the Travel Reconciliation Form:

5.11.1 A receipt, invoice, or brochure providing the registration amount and information for registration amounts paid.

5.11.2 Itemized receipts for lodging expenses.

5.11.3 Itemized receipts for airfare.

5.11.4 Itemized meal receipts should be provided for reimbursement, which will be paid up to the GSA per diem amount. Taxi, shuttle, baggage fees, or any other business expense that is authorized in this policy.

5.12 Lost receipts. If a lodging or other required receipt is not issued or is lost, a Lost Receipt Affidavit (Attachment D) will be sufficient documentation of the actual cost. The Town expects that a good faith effort will be made by an employee to collect and retain all required receipts. The employee should avoid using a Lost Receipt Affidavit unless absolutely necessary. Receipts are always the preferred form of documentation.

5.13 Non-reimbursable expenses. The following expenses are not reimbursable under this directive. This list is not intended to be a complete list of unallowable items; travelers are expected to exercise good judgment:

5.13.1 Alcohol

5.13.2 Car rental insurance purchased for domestic travel

5.13.3 Child care

5.13.4 Commuting expenses

5.13.5 Corporate card delinquency fees or finance charges

5.13.6 Dues in private clubs

5.13.7 Early boarding passes or similar for air travel

5.13.8 Frequent flier and other similar awards for hotel and car rentals

5.13.9 Gym and recreational fees, including massages and saunas

5.13.10 In-room movies

5.13.11 In-room stocked mini-bar

5.13.12 Insurance costs such as life insurance, flight insurance, personal automobile insurance and baggage insurance

5.13.13 Laundry or valet service for travel of fewer than five days

5.13.14 Lost baggage

5.13.15 Loss or theft of cash advance money, airline tickets, personal funds or property

5.13.16 "No-show" charges for hotel and car service, unless extreme extenuating circumstances are documented

5.13.17 Parking tickets or traffic violations

5.13.18 Personal automobile repairs

5.13.19 Personal credit card annual fees

5.13.20 Personal entertainment

5.13.21 Personal grooming services, such as barbers, hairdressers and shoe shines

5.13.22 Personal telephone charges in excess of reasonable calls home, generally one per day

5.13.23 Pet care

5.13.24 Optional upgrades (air, hotel, car, etc.)

5.14 One-day travel. In general, trips within Pima County do not qualify for reimbursement for an overnight stay. The Town, following IRS regulations, does not allow travel meal expense without an overnight stay. However, a bona fide business meal may be reimbursed.

5.15 Miscellaneous expenses. Certain miscellaneous expenses essential to the purpose of authorized travel may be reimbursed. Miscellaneous expenses include: registration (if not prepaid), costs of presentations, published proceedings, and other actual expenses in connection with professional meetings, conferences and seminars.

5.16 Combining town and personal travel. The Town does not pay travel expenses that are not required for official Town business. The focus of the travel should be on the business training. An employee combining personal travel before or after a conference or business trip is responsible for the total cost of the personal travel. Personal travel expenses will not be reimbursed, nor can it be reflected in any Town business expenses. The Town will reimburse travel expenses at the lowest cost that should have been incurred for the business purpose.

5.16.1 Expenses of a spouse, family member, or others accompanying the business traveler are not reimbursable and are not to be charged on the Town credit card.

5.17 Indirect routes. If the employee takes an indirect route or interrupts a direct route for other than Town business, reimbursement for air fare will be at either the actual charge or the charge that would have been incurred by traveling the direct route by the most economical means, whichever is less.

5.18 Application to elected and appointed officials**.** The provisions of this directive shall also apply to elected and appointed officials, except that the approval process shall be as follows:

5.18.1 All travel requests require the approval of the Mayor, the Town Manager and the Finance Director, except that if the traveler is the Mayor, only the approval of the Town Manager and the Finance Director is required.

5.18.2 If the Mayor, the Town Manager, or the Finance Director disapprove a travel request, the request shall be scheduled for a vote of the Town Council at a public meeting. A majority of the Council shall constitute the final determination of approval or disapproval of the expenditure.

6.0 RESPONSIBILITIES

6.1 Department head responsibilities.

6.1.1 Know the provisions of this directive and inform departmental staff of the Town policy and procedures.

6.1.2 Determine if travel is necessary to achieve individual, department and Town goals.

6.1.3 Travel approval shall be completed within the departmental budget approved by Council.

6.1.4 Approve expenses in accordance with this directive.

6.2 Employee responsibilities.

6.2.1 All employees are responsible for understanding and following this directive.

6.2.2 Employees shall be personally financially responsible for unauthorized travel expenses.

6.2.3 Requests must be submitted at least two weeks before the intended departure date.

6.2.4 Travelers should spend Town funds prudently. Business travel expenses will be paid by the Town only if they are reasonable, necessary and in accordance with this directive.

6.2.5 Approval must be granted prior to incurring any costs related to travel.

6.2.6 The employee requesting travel should notify support staff as early as possible of necessary travel arrangements. Travel plans made 7 to 14 days or more in advance of a trip will, in most cases, cost considerably less.

6.2.7 The lowest fare itinerary shall be used that meets the travel demands of the event.

6.2.8 The employee is expected to only incur expenses that are consistent with the business purpose of the trip, and to exercise care in determining appropriate expenditures.

6.2.9 The employee is responsible for submitting the Travel Reconciliation Form and all forms related to his/her travel within ten business days of the conclusion of the travel. The employee may delegate responsibility for preparation of the forms, but will always retain accountability for travel expenses.

6.2.10 Individuals preparing Travel Reconciliation Forms have the responsibility for applying the correct account to each receipt to ensure compliance with Town requirements.

6.2.11 Employee must pay Town credit card balances when due.

6.3 Finance Department responsibilities

6.3.1 The Finance Department is responsible for the overall financial management of the Town's budget and may request information required to support the purposes of this directive.

7.0 ATTACHMENTS

7.1 Attachment A - Travel Authorization Form (TAF)

7.2 Attachment B - Mileage Reimbursement Log (MRL)

7.3 Attachment C – Travel Reconciliation Form

7.4 Attachment D – Lost Receipt Affidavit

REVISION HISTORY

REV	*DESCRIPTION OF CHANGE*	*DATE*
OR	Original Release	7/1/15

Caution: A copy of this Administrative Directive is an uncontrolled document. It is your responsibility to ensure you are using the current version. The electronic version is the only acceptable and controlled Administrative Directive.

Attachment A

TRAVEL AUTHORIZATION FORM

All travel must be in accordance with the Town of Marana Travel Administrative Directive.
Use a SEPARATE FORM for each person.

TRAVELER	EMPLOYEE ID #	TODAY'S DATE	DEPARTMENT	DIVISION
		06/30/2015		

TRAVEL INFORMATION

DESTINATION: _____ Is the travel specifically identified in budget? ☐ YES ☐ NO

DESCRIPTION: _____ Acknowledgment of Travel Administrative Directive ☐ YES ☐ NO

DATES (list travel dates): DEPARTURE DATE: _____ RETURN DATE: _____ Which are PERSONAL (list dates if any): _____

DEPARTURE TIME: _____ RETURN TIME: _____

MODE OF TRANSPORTATION

Check all modes of transportation that will be used during the trip.

☐ Personal Vehicle ☐ Town Vehicle ☐ Plane

☐ Other: _____

TRAVEL FUNDED BY

ACCT#: _____ AMOUNT: _____

ACCT#: _____ AMOUNT: _____

ACCT#: _____ AMOUNT: _____

ESTIMATED COSTS (Include all anticipated costs.)

Only actual, pre-approved expenditures will be reimbursed. Original paid receipts must be submitted for reimbursement of all expenses except per diem:

Payment method:

	AIRFARE	$
	LODGING ☐ nights @ $ ☐	$
	REGISTRATION FEE	$
	MEAL ADVANCE (complete & attach pg. 2)	$
	RENTAL CAR	$
	MILEAGE ☐ miles @.575	$ 0
	PARKING FEES	$
	OTHER TRANSPORTATION	$
	OTHER - specify below	$
	TOTAL ESTIMATED COSTS	$ 0

TRAVEL JUSTIFICATION (Please attach additional explanation if needed.)

Purpose of business travel, including relevance to employee's position in the Town:

APPROVALS

Traveler: _____ Date: _____

Supervisor: _____ Date: _____

Dept. Head/Magistrate: _____ Date: _____

Finance: _____ Date: _____

Town Manager, if applicable: _____ Date: _____

Mayor (for elected/appointed officials): _____ Date: _____

FINANCE OFFICE USE ONLY

ACCOUNT NUMBER AMOUNT

Meal Reimbursement Rates

Maximum meal reimbursement/advance rates by location: http://www.gsa.gov/portal/content/104877

Please utilize the following chart to calculate the maximum meal reimbursement/advance:

- Look up the correct GSA rate from the link above for the travel location and enter the meal rates under "GSA Rate".
- Enter the travel dates in the first row.
- Enter meals/incidental rates for each travel date based on the departure time and return time for each day. Exclude any meals included in registration fees provided at the conference/training during travel.

Start 1st Day Travel	Return Last Day Travel	Meal	GSA Rate							
Before 7 a.m.	After 10 a.m.	Breakfast								
Before 12 p.m.	After 1 p.m.	Lunch								
Before 4 p.m.	After 6 p.m.	Dinner								
		Incidental	$5.00							
		Daily Total	$5.00							
							Maximum Reimbursement/Advance			

TOWN OF MARANA
Effective date: July 1, 2015 until revised

General Instructions

An approved training/travel authorization is required prior to training/travel for Town business. The authorization is to include ALL known or estimated costs associated with the request, regardless of whether the expenses are to be paid through accounts payable, with a Town credit card, through expense reimbursement to the employee, or a third-party payment/reimbursement. Please obtain authorization prior to incurring any costs.

The instructions below are intended to assist in completing the Travel Authorization form. Refer to the Town of Marana Travel Administrative Directive for detailed information. If you require further assistance, please contact the Finance department.

Traveler: Full name of the Employee, Board member, Council member, or other authorized person traveling for the Town

Employee ID #: Number assigned by Human Resources if employed by the Town

Today's Date: The field defaults to today's date

Department: Select the department for the employee traveling

Division: If applicable, include division of department

Travel Information: Include all travel related information. Ensure to check Yes/No for the Budget and Directive questions. Attach all supporting documentation.

Mode of Transportation: Select all that apply.

Travel Funded by: Enter the org code (ex. 10015000), object (7250 - Travel and Training) and if applicable, the project (ex. PDTRV)

Estimated Costs: Choose the payment method for each of the anticipated expenditures. If a check request is desired, with the exception of per diem, a Check Request form or invoice is required. Attach all supporting documentation.

Travel Justification: A description is required to identify the public benefit and how the travel/training meets the Town's major objectives and is related to the department's business activities.

Approvals: The traveler is required to sign the authorization form and provide to their supervisor. After obtaining the department approvals, submit the form to Finance.

Attachment B

MILEAGE REIMBURSEMENT LOG

□ a□a To□n □□□i□l□a□aila□l□□ ☐ Yes ☐ No

Employee Name:

Date	Destination	Business Purpose	Beginning Mileage	Ending Mileage	Total Miles
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0

Employee Signature:

Total Miles 0

POV Reimbursement Rate (Effective 1/1/2015) $0.230

Department Head Signature:

Reimbursement Rate (Effective 1/1/2015) $0.575

A□□o□nt n□□ □□r□ **□R□□□ir□d□** Total Reimbursement $0.00

Attachment C

TRAVEL RECONCILIATION FORM

All travel must be in accordance with the Town of Marana Travel Administrative Directive.
Use a SEPARATE FORM for each person.

TRAVELER	EMPLOYEE ID #	TODAY'S DATE	DEPARTMENT	DIVISION
		Jun 30, 2015		

DESTINATION: _____

DESCRIPTION: _____

DATES (list travel dates): DEPARTURE DATE: _____ RETURN DATE: _____ Which are PERSONAL (list dates if any): _____

ACTUAL COSTS

Original paid receipts must be submitted with this form for all expenses:

Payment method:

AIRFARE	$
LODGING	$
REGISTRATION FEE	$
MEALS (complete & attach pg. 2)	$
RENTAL CAR	$
MILEAGE _____ miles @.575	$ 0
PARKING FEES	$
OTHER TRANSPORTATION	$
OTHER - specify below	$
_____	
TOTAL ACTUAL COSTS	$ 0

AMOUNT PAID TO TRAVELER (Advance)	$
AMOUNT PAID BY TOWN (Credit Card/Check)	$
AMOUNT DUE TO TOWN	$ 0
AMOUNT DUE TO EMPLOYEE	$

If amount is owed to employee, provide account number:

ACCOUNT NUMBER _____

CERTIFICATION

I certify that the costs indicated herein are a true and accurate accounting of all expenditures incurred by me in connection with official Town of Marana business.

I also certify that any amounts due to the Town of Marana will be reimbursed within five business days, if applicable.

Employee Signature: _____ Date: _____

REVIEWED AND APPROVED BY

Div/Dept. Head: _____ Date: _____

Finance: _____ Date: _____

Meal Reimbursement Rates

Maximum meal reimbursement rates by location: http://www.gsa.gov/portal/content/104877

Please utilize the following chart to calculate the maximum meal reimbursement:

- Look up the correct GSA rate from the link above for the travel location and enter the meal rates under "GSA Rate".
- Enter the travel dates in the first row.
- Enter meals/incidental amounts for each travel date based on actual receipts for each day. Exclude any meals included in registration fees provided at the conference/training during travel.

Start 1st Day Travel	Return Last Day Travel	Meal	GSA Rate							
Before 7 a.m.	After 10 a.m.	Breakfast								
Before 12 p.m.	After 1 p.m.	Lunch								
Before 4 p.m.	After 6 p.m.	Dinner								
		Incidental	$5.00							
		Daily Total	$5.00							
							Reimbursement Request			

LOST RECEIPT AFFIDAVIT

When a receipt is lost or otherwise unavailable and all measures to obtain a copy have been exhausted, the Lost Receipt Affidavit should be completed. It should be signed by the employee and the employee's supervisor and submitted with the employee's reimbursement request, credit card statement, or reconciliation, as appropriate.

(PLEASE PRINT OR TYPE)

Date: 06/30/2015

EMPLOYEE'S INFORMATION:

First name: _____ MI: _____ Last Name: _____

I am missing a receipt for: _____

I incurred this expense at: _____ (Business Name) On: _____ (Date) For: _____ (Expense Amount)

The receipt was (check applicable):

☐ Lost ☐ Never Received ☐ Other:

The form of payment I used (check applicable):

☐ Town credit card ☐ Personal credit card

☐ Check ☐ Cash

☐ Travel advance ☐ Other: _____

Is expense related to a business meal or food related event? ☐ Yes ☐ No

Business Purpose of transaction: _____

I understand that a Lost Receipt Affidavit should be used on rare occasions and may not be used on a routine basis. I further understand that excessive use of a Lost Receipt Affidavit may revoke the privilege of providing a declaration in lieu of a receipt.

I certify that the amount shown is the amount I actually paid; that I have not and will not submit a duplicate claim; and that I have not and will not seek a claim, for these expenses from any other source. Additionally, if for a business meal or food related event, I certify that no alcohol was purchased.

_____
Employee Signature

_____
Employee Name (Printed)

_____
Supervisor Signature

_____
Supervisor Name (Printed)

_____
Date

ADMINISTRATIVE DIRECTIVE

Title:	Business Meals and Food-Related Function Expenses
Issuing Department:	Finance
Effective Date:	August 1, 2015 for Town employees; Upon Council approval for elected and appointed officials
Approved:	Gilbert Davidson, Town Manager
Type of Action:	New

1.0 PURPOSE

The purposes of this directive are to assist departments in determining the appropriate expenditure of public funds for food at meetings or related events and to ensure that expenditures are consistent with the business objectives of the Town of Marana. It also ensures fair and equitable treatment of employees by defining procedures for authorized business meals and food-related function expenses and guidelines for expense reimbursement.

2.0 DEPARTMENTS AFFECTED

All Town of Marana departments and employees, and appointed and elected officials

3.0 REFERENCES

3.1 Arizona Constitution, Article 9, Section 7 - Gift or loan of credit; subsidies; stock ownership; joint ownership

3.2 IRS Publication 15, (Circular E), Employers Tax Guide

3.3 IRS Publication 15-B, Employer's Tax Guide to Fringe Benefits

3.4 IRS Publication 463, Travel, Entertainment, Gift, and Car Expense

3.5 Town of Marana Personnel Policies and Procedures, Section 1-2-2: Abuse of Position

3.6 Town of Marana Personnel Policies and Procedures, Policy 7-5: Drug- and Alcohol-Free Workplace

3.7 Town of Marana Administrative Directive: Travel and Training

4.0 DEFINITIONS

4.1 Business meal: A meal provided at a business meeting.

4.2 Business meeting: A gathering of individuals for the purpose of exchanging information, planning, training, or other activities, where a Town employee(s) meets with a non-employee(s) for business purposes.

4.3 Business purposes: Activities that contribute to any one of the Town's major objectives and will benefit employees' ability to be more productive. The purpose must be for the public's benefit and related to the department's or Town's business activities.

4.4 Elected official: The Town of Marana Mayor or any Town of Marana Council member.

4.5 Employee: Any full- or part-time classified or unclassified employee hired for an indefinite period in a budgeted position. For purposes of this directive only, all references to employee shall also include elected and appointed officials.

4.6 Food-related functions: Public meetings, training sessions, meetings of the Town Council, Boards, or Commissions, and other functions, including Town-sanctioned, Town-wide activities such as Employee Appreciation events, at which food and beverages are served. Food-related functions do not include budgeted, Parks and Recreation events/programs in which the cost of the food is either paid by or recovered from the participant.

4.7 Public meeting: A gathering of individuals for the purpose of exchanging information, planning, training, or other activities, where the majority of attendees are non-employees, or a gathering of individuals where the purpose is to convey information to the general public. A public meeting must be held for a business purpose.

5.0 POLICIES AND PROCEDURES

5.1 Approval process. Except as provided in section 5.2 below, all expenditures for business meals and food-related functions must be approved in advance in order to be reimbursed by the Town.

5.1.1 Employees who wish to expend Town funds for business meals and food-related functions must submit a Business Meal/Food-Related Function Authorization Form (Attachment A) to the Finance Department.

5.1.2 The employee must provide a detailed description of the meal, program, or event, specifying the business purpose. Generalizations such as "discussed program operations" are insufficient.

5.1.3 The employee must submit a list of expected attendees.

5.1.4 Except as otherwise set forth in this directive, business meal expenditures require the approval of the employee's Department Head and the Finance Director, and food-related function expenditures require the approval of the Town Manager in addition to the Department Head and the Finance Director.

5.1.4.1 Notwithstanding section 5.1.4 above, Town Manager approval is not required for expenditures of the Marana Municipal Court.

5.2 Pre-approval not required. The following business meal and food-related function expenses do not require pre-approval; however, to obtain reimbursement for the expenses, the employee must submit the documentation required by section 5.3 below.

5.2.1 Business meals between a Department Head(s) and a non-employee(s) that cost less than $50.

5.2.2 Business meals between an Elected Official(s), the Town Manager, a Deputy or Assistant Town Manager, or the Town Magistrate and a non-employee(s) regardless of the cost of the meal.

5.2.3 Food-related function expenses that cost less than $50.

5.3 Substantiation/reimbursement procedures. To be reimbursed for business meal or food-related function expenditures, an employee must submit a Business Meal/Food-Related Function Substantiation Form (Attachment B) to Finance along with the check request or credit card reconciliation, as applicable. The form must be certified by the employee. The following documentation must be included with the form:

5.3.1 A listing of each individual in attendance at the event, including the individual's title, if any. For larger meetings, documentation may include a sign-in sheet, participant roster or similar item.

5.3.2 Original itemized receipts (*i.e.*, receipts with detailed food/beverage purchase information). Credit card summary receipts and/or statements will not be accepted for reimbursement. In the rare instance that no itemized receipt is available, a substitute document (Lost Receipt Affidavit) must certify compliance with this directive, included certification that no alcohol was purchased.

5.3.3 The public purpose of the business meeting or public meeting. Generalizations such as "discussed program operations" are insufficient.

5.4 Non-reimbursable expenses. The following expenses are not reimbursable under this directive. This list is not intended to be a complete list of unallowable items; employees are expected to exercise good judgment.

5.4.1 Expenses for food for employees engaged in routine Town business, except as set forth in Town of Marana Administrative Directive: Travel and Training.

5.4.2 Expenses for business meals between Town employees.

5.4.3 Expenses for alcoholic beverages; consumption of alcoholic beverages during business hours is a violation of Town of Marana Personnel Policies and Procedures, Policy 7-5: Drug- and Alcohol-Free Workplace.

5.4.4 Expenses for social functions or activities such as holiday parties, awards ceremonies, departmental celebratory functions or similar-type events, except that funds may be used for Town-sanctioned, Town-wide activities including, but not limited to, Employee Appreciation events.

5.5 Application to elected and appointed officials**.** The provisions of this directive shall also apply to elected and appointed officials, except that the approval process shall be as follows:

5.5.1 All expenditure requests require the approval of the Mayor, the Town Manager and the Finance Director, except that if the person expending the funds is the Mayor, only the approval of the Town Manager and the Finance Director is required.

5.5.2 If the Mayor, the Town Manager, or the Finance Director disapproves a request, the request shall be scheduled for a vote of the Town Council at a public meeting. A majority of the Council shall constitute the final determination of approval or disapproval of the expenditure.

6.0 RESPONSIBILITIES

6.1 All employees are responsible for understanding and following this directive.

6.2 Employees shall be personally financially responsible for unauthorized food-related function or business meal expenses.

6.3 Department Heads are responsible for budgeting for costs within their respective departments and are responsible for ensuring the use of public funds is consistent with this directive.

6.4 The Finance Department is responsible for the overall financial management of the Town's budget and may request information required to support the purposes of this directive.

7.0 ATTACHMENTS

7.1 Attachment A - Business Meal/Food-Related Function Authorization Form

7.2 Attachment B - Business Meal/Food-Related Function Substantiation Form

REVISION HISTORY

REV	*DESCRIPTION OF CHANGE*	*DATE*
OR	Original Release	8/1/15

Caution: A copy of this Administrative Directive is an uncontrolled document. It is your responsibility to ensure you are using the current version. The electronic version is the only acceptable and controlled Administrative Directive.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 3

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-079: Relating to Public Works; approving and authorizing the Mayor to execute a supplemental intergovernmental agreement between the Town of Marana and the Town of Oro Valley to Accommodate Oro Valley Water Utility Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive (Frank Cassidy)

Discussion:

The Town of Marana and the RTA entered into an intergovernmental agreement (the "RTA Tangerine Design/ROW IGA") to facilitate the preparation of construction design drawings and the acquisition of right-of-way needed for the construction of improvements to Tangerine Road – Twin Peaks Road to La Cañada Drive (the "Project"). Marana is the Lead Agency for the Project and will be responsible for all aspects of project implementation, including construction.

To coordinate and facilitate the design and construction of the Project among local jurisdictions in a manner consistent with the RTA Tangerine Design/ROW IGA, Marana, Oro Valley, and Pima County entered into an intergovernmental agreement for the design and construction of the Project (the "Local Governments Tangerine IGA") and an amendment allowing the use of alternate project delivery methods. In accordance with the selection process set forth in the Local Governments Tangerine IGA as amended, a contractor (the "Project Contractor") has now been procured to construct the Project.

Oro Valley now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding certain Oro Valley Water Utility modifications to the Project, to be constructed by the Project Contractor, administered by Marana, and paid for by Oro Valley. The proposed supplemental IGA presented by this agenda item would accomplish this.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-079, approving the supplemental intergovernmental agreement between the Town of Marana and the Town of Oro Valley to Accommodate Oro Valley Water Utility Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

Suggested Motion:

I move to adopt Resolution 2015-079, approving the supplemental intergovernmental agreement between the Town of Marana and the Town of Oro Valley to Accommodate Oro Valley Water Utility Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive.

Attachments: Resolution 2015-079
Exhibit A to Resolution

MARANA RESOLUTION NO. 2015-079

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND THE TOWN OF ORO VALLEY TO ACCOMMODATE ORO VALLEY WATER UTILITY WORK AS PART OF THE DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD TO LA CAÑADA DRIVE

WHEREAS the Town of Marana has entered into an intergovernmental agreement with the Regional Transportation Authority (RTA) to facilitate the construction design and right-of-way acquisition for roadway improvements for Tangerine Road from Dove Mountain Boulevard/ Twin Peaks Road to La Cañada Drive; and

WHEREAS the Town has been identified by the RTA as the "Lead Agency" for the proposed roadway improvements for Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive; and

WHEREAS segments of the proposed roadway improvements for Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive are located in the town limits of Oro Valley; and

WHEREAS the Town of Marana, the Town of Oro Valley, and Pima County entered into an intergovernmental agreement for the design and construction of the Project (the "Local Governments Tangerine IGA") to coordinate and facilitate the design and construction of the Project among local jurisdictions in a manner consistent with the RTA Tangerine Design/ROW IGA; and

WHEREAS the Town of Marana, the Town of Oro Valley, and Pima County executed an amendment to the Local Governments Tangerine IGA allowing the use of alternate project delivery methods for the Project; and

WHEREAS a contractor (the "Project Contractor") has now been procured to construct the Project in accordance with the selection process set forth in the Local Governments Tangerine IGA as amended; and

WHEREAS Oro Valley now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding certain Oro Valley Water Utility modifications to the Project, to be constructed by the Project Contractor, administered by Marana, and paid for by Oro Valley; and

WHEREAS the Mayor and Council of the Town of Marana feel it is in the best interests of the citizens of Marana to enter into the supplemental intergovernmental agreement addressed by this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the supplemental intergovernmental agreement between the Town of Marana and the Town of Oro Valley to Accommodate Oro Valley Water Utility Work as part of the Design and Construction of Roadway Improvements to Tangerine Road – Dove Mountain Boulevard/Twin Peaks Road to La Cañada Drive 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 4th day of August, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND THE TOWN OF ORO VALLEY TO ACCOMMODATE ORO VALLEY WATER UTILITY WORK AS PART OF THE DESIGN AND CONSTRUCTION OF ROADWAY IMPROVEMENTS TO TANGERINE ROAD – DOVE MOUNTAIN BOULEVARD/TWIN PEAKS ROAD TO LA CAÑADA DRIVE

This intergovernmental agreement (this "IGA") is entered into by and between the TOWN OF MARANA ("Marana"), an Arizona municipal corporation, and the TOWN OF ORO VALLEY ("Oro Valley Water Utility"), an Arizona municipal corporation. Marana and Oro Valley are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. Marana has entered into an intergovernmental agreement with the Regional Transportation Authority of Pima County (the "RTA"), recorded with its authorizing resolutions in the Pima County Recorder's office on June 6, 2013, at Sequence 20131570430 (the "RTA Tangerine Design/ROW IGA") to facilitate the preparation of construction design drawings and the acquisition of right-of-way needed for the construction of improvements to Tangerine Road – Twin Peaks Road to La Cañada Drive (the "Project").

B. Marana has been identified by the RTA as the Lead Agency for the Project and will be responsible for all aspects of project implementation, including construction.

C. The Parties anticipate that Marana will soon enter into an intergovernmental agreement with the RTA (the "RTA Tangerine Construction IGA") to facilitate the construction funding and administration for the Project.

D. The Parties and Pima County entered into an intergovernmental agreement for the design and construction of the Project, recorded in the Pima County Recorder's office on August 15, 2013, at Sequence 20132270883 (the "Local Governments Tangerine IGA"), to coordinate and facilitate the design and construction of the Project.

E. The Local Governments Tangerine IGA was modified by the execution of "Amendment Number 1" dated June 3, 2014 (Pima County Contract No. CT-TR-140000000000000000016 Amendment No. 01), which was not recorded, but simply modified paragraph 9 (Contractor Selection) to allow a contractor for the Project to be selected "using a process that is authorized by Arizona Revised Statutes Title 34."

F. In accordance with the selection process set forth in the Local Governments Tangerine IGA as modified by Amendment Number 1, a contractor (the "Project Contractor") has now been procured to construct the Project.

G. Oro Valley Water Utility now desires to take advantage of the economies of scale and to avoid potential construction conflicts by adding certain Oro Valley Water Utility modifications to the Project, to be constructed by the Project Contractor, administered by Marana, and paid for by Oro Valley Water Utility.

H. The Parties are authorized to contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-952, et seq.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals, which are incorporated by reference here, and in consideration of the matters and things set forth in this IGA, the Parties hereby agree as follows:

1. **Purpose.** This IGA is intended as a supplement to the RTA Tangerine Design/ROW IGA, the RTA Tangerine Construction IGA, and the Local Governments Tangerine IGA as modified by Amendment Number 1 (collectively the "Controlling Tangerine IGAs") to address only those Oro Valley Water Utility facilities modifications added to the Project pursuant to this IGA.

2. **Expansion of the Project.** The scope of the Project shall be expanded to include modifications to the Oro Valley Water Utility 24-inch Reclaimed Water Main and 12 inch Potable Mains described in detail in "Exhibit A" attached to and incorporated by this reference in this IGA and referred to in this IGA as the "Oro Valley Utility Work."

3. **Oro Valley Water Utility's responsibilities.** Oro Valley Water Utility shall:

3.1. Provide and pay for the design of the Oro Valley Utility Work, including underground utility location (potholing) and related survey services including As Built plans upon completion of the work.

3.2. Coordinate with Psomas, the design engineering firm for the Project, for incorporation of the Oro Valley Utility Work design/plans into the Tangerine Corridor project plans.

3.3. Provide and pay for all permitting necessary for the Project Contractor to construct the Oro Valley Utility Work.

3.4. Timely review and, if acceptable to Oro Valley Water Utility, authorize Marana to execute a Project Guaranteed Maximum Price with the Project Contractor for the installation and construction of the Oro Valley Utility Work.

3.5. If the Project Guaranteed Maximum Price is unacceptable to Oro Valley Water Utility, the Town of Marana and Oro Valley Water Utility will cooperate and negotiate with the Project Contractor to develop an acceptable and reasonable Project Guaranteed Maximum Price.

3.6. Inspect the Oro Valley Utility Work for compliance with all applicable regulations, statutes, and standards.

3.7. Pay for the construction of the Oro Valley Utility Work performed by the Project Contractor by paying within 30 days of receipt from Marana each invoice for construction costs associated with the Oro Valley Utility Work.

4. Marana's responsibilities. Marana shall:

4.1. Negotiate and, if acceptable and authorized by Oro Valley Water Utility pursuant to paragraph 3.4 above, execute a Project Guaranteed Maximum Price with the Project Contractor for the installation and construction of the Oro Valley Utility Work, requiring the Project Contractor's separate tracking of all costs associated with the Oro Valley Utility Work.

4.2. Coordinate construction inspection for the Project with Oro Valley Water Utility to facilitate Oro Valley Water Utility's inspection of the Oro Valley Utility Work in accordance with paragraph 3.6 above.

4.3. Invoice Oro Valley Water Utility for costs of the Oro Valley Utility Work as the Project Contractor submits payment applications that include the Oro Valley Utility Work.

4.4. Provide As Built files in AutoCAD and PDF form to Oro Valley Water Utility upon completion of the work

4.5. Use its best efforts to minimize change orders that increase the cost of the Oro Valley Utility Work.

5. Effective date; term. This IGA shall become effective upon filing a fully executed original with the office of the Pima County Recorder and shall continue in effect until the sixth anniversary of final payment to the Project Contractor.

6. Construction of this IGA.

6.1. Entire agreement. This instrument constitutes the entire agreement between the Parties pertaining to the subject matter of this IGA, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged in this IGA.

6.2. Exhibits. Any exhibits to this IGA are incorporated in this IGA by this reference.

6.3. Amendment. This IGA may be modified, amended, altered or changed only by written agreement signed by both Parties.

6.4. Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties as expressed in the Recitals section of this IGA.

6.5. Severability. A declaration by statute or judicial decision that any provision of this IGA is invalid or void shall have no effect on other provisions that can be given effect without the invalid or void provision, and to this extent the provisions of this IGA are severable.

If any provision of this IGA is declared invalid or void, the Parties agree to meet promptly in an attempt to reach an agreement on a substitute provision.

6.6. Conflict of interest. This IGA is subject to the provisions of A.R.S. § 38-511, which provides for cancelation in certain instances involving conflicts of interest.

7. **Legal Jurisdiction**. Nothing in this IGA shall be construed as either limiting or extending the legal jurisdiction of the Parties.

8. **No Joint Venture**. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between one Party and another Party's employees. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of another Party, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

9. **No Third Party Beneficiaries**. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.

10. **Compliance with Laws**. The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders, without limitation to those designated within this IGA.

10.1. Anti-Discrimination. The provisions of A.R.S. § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona are incorporated by this reference as a part of this IGA.

10.2. Americans with Disabilities Act. This IGA is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

10.3. Workers' Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies, while performing pursuant to this IGA, for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022(E) in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

11. **Waiver**. Waiver by either Party of any breach of any term, covenant or condition of this IGA shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition of this IGA.

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

13. **Notification**. All notices or demands upon any party to this IGA shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

To Marana:	To Oro Valley:
TOWN OF MARANA Town Engineer 11555 W. Civic Center Dr. Marana, Arizona 85653	TOWN OF ORO VALLEY Water Utility Director 11000 N. La Cañada Dr. Oro Valley, Arizona 85737

14. **Remedies**. Any Party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this IGA.

15. **Counterparts**. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed and attached to a single instrument.

IN WITNESS WHEREOF, the Parties have executed this IGA as of the last signature date below.

TOWN OF MARANA	TOWN OF ORO VALLEY
_____	_____
Ed Honea, Mayor	Dr. Satish I. Hiremath, Mayor
Date: _____	Date: 7/2/15

ATTEST:

_____

Town Clerk

ATTEST:



Julie K. Bower, Town Clerk

INTERGOVERNMENTAL AGREEMENT DETERMINATION

The foregoing intergovernmental agreement between the TOWN OF MARANA and the TOWN OF ORO VALLEY has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Party to this intergovernmental agreement represented by the undersigned.

TOWN OF MARANA:

Town Attorney

Date: 7/23/2015

TOWN OF ORO VALLEY:

Tobin Sidles, Legal Services Director

Date: 7/2/15

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 4

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-080: Relating to Addressing; naming "Barnett Road" from Sandario Road to Sanders Road (Frank Cassidy)

Discussion:

Town staff has recently learned that Barnett Road west of Sandario Road was never officially named. The portion of Barnett Road from Postvale Road to Sandario Road was officially named by Pima County's recording of the official map of Establishment Proceedings No. 1792 on July 15, 1971 at Book 14 of Maps and Plats, Page 21. But Barnett Road west of Sandario Road has never been officially named.

This resolution will officially name the one-mile stretch of Barnett Road from Sandario Road to Sanders Road, where there is public right-of-way ranging from 60 to 200 feet in width. The portion of Barnett Road located west of Sanders Road (where there is no current public right-of-way) will be the subject of a later agenda item.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2015-080, officially naming Barnett Road between Sandario Road and Sanders Road.

Suggested Motion:

I move to adopt Resolution No. 2015-080, officially naming Barnett Road between Sandario Road and Sanders Road.

Attachments: Resolution 2015-080

MARANA RESOLUTION NO. 2015-080

RELATING TO ADDRESSING; NAMING "BARNETT ROAD" FROM SANDARIO ROAD TO SANDERS ROAD

WHEREAS the Town of Marana has learned that the portion of Barnett Road from Sandario Road to Sanders Road has never been officially named; and

WHEREAS paragraph X.040(C)(1) of the Town of Marana Addressing Manual adopted by Marana Resolution No. 2007-136 provides for Town Council approval of street names, which are then recorded with the County Recorder of the affected county; and

WHEREAS the Council finds that this resolution is in the best interest of the Town of Marana and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, naming the existing public road which is currently known as Barnett Road from Sandario Road to Sanders Road, located along the east-west mid-section line of Section 28, Township 11 South, Range 11 East, as "Barnett Road."

IT IS FURTHER RESOLVED that the Town Clerk is hereby directed to record this resolution in the office of the Pima County Recorder as soon as practicable after its adoption.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 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 5

To: Mayor and Council

From: Shannon Shula, Planner I

Date: August 4, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-081: Relating to Development; approving a preliminary plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A-D', generally located at the northeast intersection of W. Barnett Road and N. Sandario Road (Shannon Shula)

Discussion:

Request
Arrowhead Engineering, Inc., on behalf of the Pascua Yaqui Tribe, is requesting the approval of a preliminary plat to combine two existing parcels (217-37-0400 & 217-37-0460) into a platted subdivision consisting of 25 lots.

Location
The Yoem Subdivision is located at the northeast intersection of W.Barnett Road and N. Sandario Road.

Zoning
The subject property is zoned “A” - small lot zone and consists of two parcels. Parcel 217-37-0400 consists of approximately 1.96 acres and parcel 217-37-0460 is approximately 2.62 acres. The 4.57 acre property is considered legal non-conforming as this zoning was designated during the original incorporation of the Town.

History
On April 8, 2014, the Pascua Yaqui Tribe of Arizona requested variances (VAR-14015) from Section 05.02.01.C (Zone A – Small Lot Zone Setback Requirements), Section 17.03.07 (Landscape Buffer Standards), and Section 4 and Appendix Standard Detail No.1 of the Town of Marana Subdivision Street Standard Manual, and interpretations of the Land Development Code Section 06.03.02 paragraph N (Enclosure of Irrigation Canals) and Section 08.06 (Residential Design). The Board of Adjustment approved the request for the three following variances:

1. A variance from Section 05.02.01C, to reduce the minimum building setbacks.
2. A variance from Section 4 and Appendix Standard Detail No. 1 of the Town of Marana Subdivision Street Standards Manual, to reduce the required the right-of-way width and accepts the proposed 20 feet of right-of-way and preserves the existing 20 feet of pavement.
3. A variance from Section 17.03.07 of the Town of Marana Land Development Code, which establishes the required landscape buffer yard width based on zoning designation and accepts the proposed wrought iron view fence at a minimum height of 4'-11" along the property line adjacent to Barnett Road.

The Board of Adjustment also upheld staff's interpretation that the irrigation undergrounding and residential design requirements did not apply to Yoem Pueblo, which was established decades before the Town of Marana was incorporated. The process of overlaying existing Yoem Pueblo with the Yoem Subdivision plat does not give the Town an opportunity to retroactively apply these requirements to existing development.

Preliminary Plat
Existing parcels 217-37-0400 and 217-37-0460 will be combined to produce the Yoem Subdivision which will consist of lots 1-25; with a minimum lot size of 3,210.37 square feet, an average lot size of 5,516.50 square feet, and a maximum lot size of 25,934.93 square feet.

Common Area 'A' consists of 28,864.47 square feet of private streets. Common Area 'B' consists of 1,688.23 square feet of utility area for a sewer easement. Common Area 'C' consists of 4,386.26 square feet and will accommodate 8 off-street parking spaces. Common Area 'D' consists of 4,275.99 square feet which will be the 10-foot landscape buffer yard along Sandario Road.

Recommended Findings of Fact
1. This project request for variance (VAR-14015) was approved by the Board of Adjustment on 04/08/14, therefore is in compliance with the Town of Marana Land Development Code.
2. The proposed subdivision does not appear to be detrimental to the immediate area or to the health, safety and welfare of the inhabitants of the area and the Town of Marana.

Planning Commission
At the June 24, 2015 Planning Commission meeting, the Commission voted unanimously to recommend approval of the Yoem Subdivision Preliminary Plat.

Staff Recommendation:
Staff has reviewed the request against the requirements of the Marana Land Development Code. This preliminary plat is in conformance with all required development regulations and design guidelines and staff recommends approval of the Yoem Subdivision Preliminary Plat.

Suggested Motion:
I move to adopt Resolution No. 2015-081, approving a preliminary plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A-D'.

Attachments: Resolution 2015-081
Preliminary Plat

Location Map
Application
Variance

MARANA RESOLUTION NO. 2015-081

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR YOEM SUBDIVISION, LOTS 1-25 AND COMMON AREAS 'A-D', GENERALLY LOCATED AT THE NORTHEAST CORNER OF W. BARNETT ROAD AND N. SANDARIO ROAD

WHEREAS, the Marana Board of Adjustment, at its meeting on April 8th, 2014, approved a Variance (VAR-14015) for minimum setbacks (Section 05.02.01C Land Development Code), right-of-way width (Street Standards Manual) and landscape buffer (Section 17.03.07 Land Development Code); and

WHEREAS, the Pasqua Yaqui Tribe, the property owner, has applied for approval of a Preliminary Plat for Yoem Subdivision consisting of 4.57 acres, including Lots 1-25 and Common Areas 'A' (Private Streets), 'B' (Utility Area), 'C' (Off-Street Parking/Open Space) and 'D' (Landscape Buffer Yard), generally located at the northeast intersection of W. Barnett Road and N. Sandario Road within the portion of Section 27, Township11 South, Range 11 East; and

WHEREAS, a Landscape Plan has been submitted as part of the Preliminary Plat application as provided for in the Marana Land Development Code Section 17.03.03; and

WHEREAS, the Marana Planning Commission, at its regular meeting held on June 24th, 2015, voted unanimously to recommend approval; and

WHEREAS, the Marana Town Council, at their August 4th, 2015 meeting, find that the Preliminary Plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A-D' should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Preliminary Plat for Yoem Subdivision, Lots 1-25 and Common Areas 'A-D', generally located at the northeast corner of W. Barnett Road and N. Sandario Road is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

NOTICE OF DRAWING AUTHORIZATION: THIS DRAWING IS A COPYRIGHT PROTECTED DOCUMENT PRODUCED BY COMPUTER AIDED DESIGN AND DRAFTING TECHNIQUES. MULTIPLE AND/OR UNAUTHORIZED COPIES OF DRAWING DATA FILES MAY EXIST. ANY USE, REUSE OR MODIFICATION OF THE DRAWING OR ITS DATA FILES WITHOUT THE APPROPRIATE AUTHORIZED SIGNED REGISTERED PROFESSIONAL ENGINEER'S SEAL AND/OR WRITTEN VERIFICATION BY ARROWHEAD ENGINEERING, INC. IS PROHIBITED AND WILL BE AT THE USER'S RISK AND FULL LEGAL RESPONSIBILITY.
C:\Users\Dennis Roberts\Dropbox\AEI PROJ\YOEM SUBDIVISION\ENG\YOEMSUB#3.dwg Plotted: Jul 08, 2015

GENERAL NOTES:

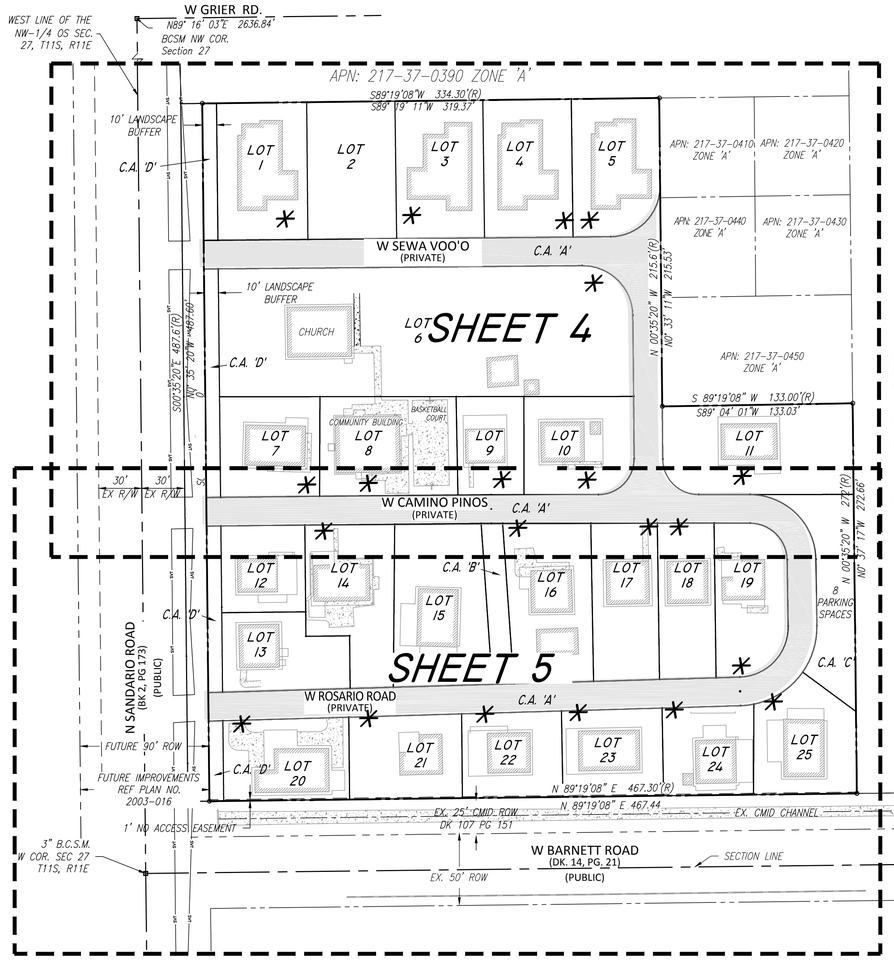
1. ADMINISTRATIVE ADDRESS: 13218 N. SANDARIO RD.
2. A SUBDIVISION OF PARCELS 217-37-0400 AND 217-37-0460 IS BEING PROPOSED FOR THIS SITE.
3. PARCEL 217-37-0400 LEGAL DESCRIPTION:
   N 243.8' S 537.61' E 467.3' W 497.3' SW4 NW4 EXC E 133' S 215.6' 1.96 AC Sec 27-11-11.
4. PARCEL 217-37-0460 LEGAL DESCRIPTION:
   N 243.8' S 293.8' E 467.3' W 497.3' SW4 NW4 2.62 AC SEC 27-11-11.
5. THE EXISTING ZONING IS 'A' – SMALL LOT ZONE.
6. THE PROPOSED USE OF THE PROPERTY IS SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION.
7. THIS IS A 25 LOT SUBDIVISION ON 4.57 AC (199,069.2 SQ. FT.).
8. THE DENSITY IS 5.47 LOTS/AC.
9. TOTAL MILES OF EXISTING PRIVATE ROAD IS 0.28 MILES.
10. EXISTING PARKING SPACES: 1 PER LOT (24), EXCEPT LOT 6. LOT 6 HAS 6 SPACE, PLUS 8 SPACES = 38 TOTAL SPACES.
11. AN ADDITIONAL EIGHT (8) PARKING SPACES ARE BEING PROPOSED IN THIS PROJECT.
12. MINIMUM LOT SIZE IS 3,210.37 SQ FT (LOT 9), AVERAGE LOT SIZE IS 5,516.50 SQ FT, AND MAXIMUM LOT AREA IS 25934.93 SQ FT (LOT 6).
13. NO FURTHER SUBDIVIDING OR LOT SPLITTING WILL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
14.

PARCEL	EXISTING GROSS AREA
217-37-0400	85,293.60 S.F. (1.96 AC.)
217-37-0460	113,951.92 S.F. (2.62 AC.)
COMBINED	199,245.52 S.F. (4.58 AC.)

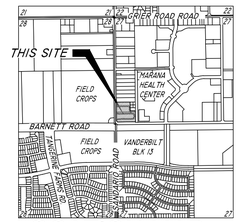
15. TOTAL AREA USED FOR RESIDENTIAL LOTS: 152,716.94 SQ FT, 3.51 AC
16. TOTAL AREA TO BE DEDICATED TO PUBLIC ROW: 7,314.01 SQ FT, 0.17 AC
17. COMMON AREA USES:

COMMON AREA	USE
CA 'A' = 28,864.47 SQ FT, 0.66 AC	PRIVATE STREETS
CA 'B' = 1,688.23 SQ FT, 0.04 AC	UTILITY AREA
CA 'C' = 4,386.26 SQ FT, 0.10 AC	OFF-STREET PARKING/OPEN SPACE
CA 'D' = 4,275.99 SQ FT, 0.10 AC	LANDSCAPE BUFFER YARD
39,214.95 SQ FT, 0.90 AC	

18. THE SETBACK AND HEIGHT REQUIREMENTS ARE AS ALLOWED BY THE ZONE 'A' LAND USE DESIGNATION WITHIN THE RESIDENTIAL DESIGN STANDARDS OF THE TOWN OF MARANA LAND DEVELOPMENT CODE UNLESS OTHERWISE NOTED. ON 04-08-14 VAR-14015 REQUESTED ITEM #001 WHICH IDENTIFIED EXISTING SETBACKS TO PROPOSED PRIVATE STREETS AND BOUNDARIES. MOST LOTS DO NOT MEET ZONE "A" BUILDING SETBACKS. THIS VARIANCE REQUEST WAS APPROVED 04-08-14. APPROVED SETBACKS ARE SHOW ON SHEETS 3 AND 4.
   18.1. BUILDING SETBACKS:
   18.1.a. 20 FOOT FRONT YARD SETBACK.
   18.1.b. 5 FOOT SIDE YARD SETBACK. 10 FOOT STREET SIDE YARD SETBACK.
   18.1.c. 20 FOOT REAR YARD SETBACK.
   18.1.d. IN THE INSTANCE WHERE THE DISTANCE BETWEEN THE EXISTING BUILDING AND THE PROPOSED LOT LINE DO NOT CONFORM TO THE ALLOWED BUILDING SETBACKS BY THE ZONE 'A' LAND USE DESIGNATION A DISTANCE INDICATOR IS LABELED TO SHOW THE APPROXIMATE DISTANCE BETWEEN THE EXISTING BUILDING AND PROPOSED LOT LINE. THE BUILDING SEPARATION DISTANCES ARE SUBJECT TO THE TOWN OF MARANA'S CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) OR INTERNATIONAL RESIDENTIAL CODE (IRC) AT THE TIME OF ANY NEW CONSTRUCTION, IMPROVEMENTS, ADDITIONS, ALTERATIONS, REMODEL, AND/OR REPLACEMENT, ETC. THAT WOULD REQUIRE A BUILDING PERMIT.
   18.2. BUILDING HEIGHTS: BUILDING AND STRUCTURES ERECTED IN THIS ZONE HAVE A HEIGHT NOT GREATER THAN 30 FEET.
19. NO STRUCTURE SHALL BE LOCATED IN THE LANDSCAPE BUFFER.
20. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION. THIS SHALL ALSO APPLY DURING CONSTRUCTION.
21. ALL STREETS WITHIN IN THIS SUBDIVISION SHALL BE PRIVATE RIGHTS-OF-WAY. PRIVATE RIGHTS-OF-WAY ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF MARANA. THE PASCUA YAQUI TRIBE WILL SOLELY BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL THE PRIVATE STREETS WITHIN THIS SUBDIVISION.
22. NO PARKING OF VEHICLES, EQUIPMENT, OR MATERIAL STORAGE PERMITTED ON PRIVATE STREETS (CA "A"). THERE SHALL BE SIGNS OR OTHER DETERRENTS TO PROHIBIT PARKING ON THE STREET.
23. NO LANDSCAPE OR IMPROVEMENTS ARE TO BE CONSTRUCTED OR MAINTAINED BETWEEN THIRTY INCHES (30") TO SEVENTY TWO INCHES (72") IN HEIGHT ABOVE ADJACENT CURB WITHIN ALL SITE VISIBILITY TRIANGLES.
24. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING FLOWAGE, EROSION, OR DAMAGE CAUSED BY WATER, WHETHER SURFACE FLOOD OR RAINFALL.
25. ALL COMMON AREAS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF MARANA. THE PASCUA YAQUI TRIBE WILL SOLELY BE RESPONSIBLE FOR THE OPERATION, MAINTENANCE AND LIABILITY OF ALL COMMON AREAS WITHIN THIS SUBDIVISION.
26. ALL DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE TOWN OF MARANA. THE PASCUA YAQUI TRIBE WILL SOLELY BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF DRAINAGE IMPROVEMENTS WITHIN THIS SUBDIVISION.
27. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
28. THE TOWN OF MARANA WATER WILL CONTINUE TO PROVIDE AN ASSURED WATER SUPPLY FOR THE DEVELOPMENT.
29. ANY RELOCATION OR MODIFICATION OF EXISTING UTILITIES AND/OR PUBLIC IMPROVEMENTS NECESSITATED BY THE PROPOSED DEVELOPMENT WILL BE AT NO EXPENSE TO THE PUBLIC.
30. ANY UTILITIES REQUIRING RELOCATION WILL BE COMPLETED AT NO EXPENSE TO THE TOWN OF MARANA, PIMA COUNTY OR THE CORTARO-MARANA IRRIGATION DISTRICT.
31. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY WATER UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION.
32. CMID PROPERTIES, EASEMENTS OR RIGHTS-OF-WAY SHALL NOT BECOME A COMPONENT OF ANY DRAINAGE SOLUTION FOR THIS PROJECT. ELEVATIONS MUST BE MAINTAINED AT ALL TIMES UNLESS APPROVAL IS RECEIVED FROM THE BOARD OF DIRECTORS AND MANAGEMENT.
33. ENGINEERING AND CONSTRUCTION OF THE PROJECT MUST ENSURE CURRENT AND FUTURE ACCESS TO ALL CMID PROPERTY, EASEMENTS AND INFRASTRUCTURE WITHIN THE PROJECT.
34. ANY UTILITIES REQUESTING TO CROSS CMID DITCH/CANAL REQUIRES A MINIMUM OF AN EIGHTEEN (18) INCHES CLEARANCE UNDER DISTRICT INFRASTRUCTURE. (PRIOR SLEEVING REQUIRED).
35. A PERMIT, USE LICENSE, IS A REQUIREMENT OF THE DISTRICT PRIOR TO ANY CONSTRUCTION ACTIVITY OR DISTURBANCES WITHIN DISTRICT PROPERTIES, EASEMENTS OR RIGHT OF WAYS. A DISTRICT PERMIT DOES NOT REPLACE OR ELIMINATE A REQUIRED PERMIT FROM OTHER ENTITIES AND OR GOVERNMENTAL AGENCIES.
36. ON SITE SANITARY SEWER ARE PUBLIC. ANY FUTURE SANITARY SEWER WILL BE DESIGNED AND CONSTRUCTED TO THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF MARANA UTILITIES DEPARTMENT, WASTEWATER DIVISION. FUTURE CONNECTIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE TOWN OF MARANA UTILITIES DEPARTMENT, WASTEWATER DIVISION.
37. MAINTENANCE AND OPERATION OF THE PRIVATE SANITARY SEWER TO ITS POINT OF CONNECTION TO THE PUBLIC SEWER IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
38. EXCEPT FOR CONSTRUCTION & IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
   38.1. WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING AS APPROVED BY TOWN OF MARANA. CHAIN-LINK IS PROHIBITED.
   38.2. CONSTRUCTION, STRUCTURE OR BUILDING EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE TOWN OF MARANA WHICH USE OR SHALL THE UTILITY EASEMENT
39. NO PERMANENT STRUCTURES (I.E., MASONRY WALLS, FENCES, ETC.) MAY BE CONSTRUCTED ON OR THROUGH THE PUBLIC SEWER EASEMENT SHOWN HEREON WITHOUT SEPARATE WRITTEN CONSENT OF THE TOWN OF MARANA UTILITIES DEPARTMENT, WASTEWATER DIVISION.
40. EXISTING ABOVE AND BELOW GROUND UTILITIES HAVE BEEN DELINEATED ON THESE PLANS BASED UPON FIELD SURVEY INFORMATION (PERFORMED BY OTHERS) AS WELL AS FROM BLUE STAKE MARKINGS AND UTILITY BASE MAPS (AS MADE AVAILABLE) AND THEREFORE THE ENGINEER MAKES NO GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE UTILITY LOCATIONS OR OF THE EXISTENCE OR NON-EXISTANCE OF ANY UTILITY OR UNDERGROUND STRUCTURES SHOWN.
41. SPEED LIMIT IS 25 MPH AND WB-40 AND 20 FEET WIDE EXISTING ROAD CAN ACCOMMODATE WB-40 VEHICLES. PRIVATE ACCESS ROADS FOR YOEM SUBDIVISION WERE APPROVED 04-08-14 PER ITEM #002 ON VAR-14015.
42. VAR-14015 VARIANCE REQUEST WAS APPROVED ON 04-08-14. REQUESTED VARIANCES WERE:
   A. 001 – EXISTING BUILDING SETBACKS NOT MEETING SECTION 05.02.01C.
   B. 002 – EXISTING STREET NOT MEETING TOWN OF MARANA STREET STANDARD SECTION 4 AND APPENDIX DETAIL NO. 1.
   C. 003 – LANDSCAPE BUFFER YARD NOT MEETING TOWN OF MARANA SECTION 17.03.07.
43. FACILITIES MANAGEMENT OF THE PASCUA YAQUI TRIBE WILL PROVIDE UPKEEP AND MAINTENANCE TO THE ROADWAY AREAS AND COMMON AREAS.



HORIZONTAL SCALE: 1" = 50'
CONTOUR INTERVAL = 1"
0' 50' 100' 150'



LOCATION MAP

SCALE: 3" = 1 MILE

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, T-11-S, R-11-E, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

Ⓢ	SEWER MANHOLE
⊕	SEWER CLEAN OUT
♉	FIRE HYDRANT
⌖	WATER METER
‹	SPIGOT
·	CONTROL VALVE
○	MAIL BOX
⏚	BASKETBALL POST
(R)	INDICATED A RECORD MEASUREMENT ACCORDING TO DOCKET 10992, PAGE 0191, PIMA COUNTY, AZ
⊡	INDICATES A FOUND CONTROL MONUMENT AS DESCRIBED
○	INDICATES A FOUND REBAR UNTAGGED, AFFIXED TAG "RLS 35111"
◉	INDICATES A SET ½" REBAR TAGGED R.L.S. 35111.
P.U.E.	PUBLIC UTILITY EASEMENT
BP	BEGINNING POINT
℄	CENTER LINE
	EXISTING PROPERTY BOUNDARY
	SECTION LINE
	EXISTING FENCE
	EXISTING ELECTRIC
6"S	EXISTING SEWER
	EXISTING EASEMENT
	EXISTING WALL
	PROPOSED LOT LINES
	PROPOSED CENTER LINE
SVT SVT	SIGHT VISIBILITY TRIANGLE
	EXISTING BUILDING
	EXISTING PAVEMENT
15'	EXISTING CONCRETE
GM	GAS METER
TP	TELEPHONE PEDESTAL
EM	ELECTRIC METER
EP	ELECTRIC PEDESTAL
GW	GUY WIRE
UP	UTILITY POLE
	ADDRESS
	SIGN
	ENTRY POINT

BY _____ P.E. _____
MARANA SUBDIVISION ENGINEER DATE

BY _____ _____
MARANA PLANNING DIRECTOR DATE

BY _____ _____
NORTHWEST FIRE DISTRICT DATE

BASIS OF BEARING: GEODETIC NORTH BASED ON GPS OBSERVATIONS FROM WHICH A BEARING OF N 00°35'20" W WAS DERIVED ON THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 27, T11S, R11E, G.&S.R.M., PIMA COUNTY ARIZONA.
BASIS OF ELEVATION: 2006.43 (NAVD88) DATUM, PIMA COUNTY GEODETIC CONTROL POINT "1V17", A 1/2" REBAR AT THE INTERSECTION OF MOORE ROAD AND POSTVALE ROAD.

SHEET INDEX

SHEET 1.....COVER SHEET
SHEET 2.....SCHEDULE 'B' FIRST AMENDMENT DETAILS
SHEET 3.....PARCEL AREA TABLES & DETAILS
SHEET 4.....PRELIMINARY PLAT
SHEET 5.....PRELIMINARY PLAT
SHEET 6.....IMPROVEMENT PLANS
SHEET 7.....LANDSCAPE PLANS
SHEET 8.....LANDSCAPE PLANS

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: JUL 08, 2015

Registered Professional Engineer (Civil) CERTIFICATE NO. 43855 MERWIN T. YELLOWHAIR Date Signed 7-08-15 ARIZONA, U.S.A.
EXPIRES 3/31/18

COVER SHEET FOR

YOEM SUBDIVISION

13218 N. SANDARIO RD.

PRELIMINARY PLAT FOR

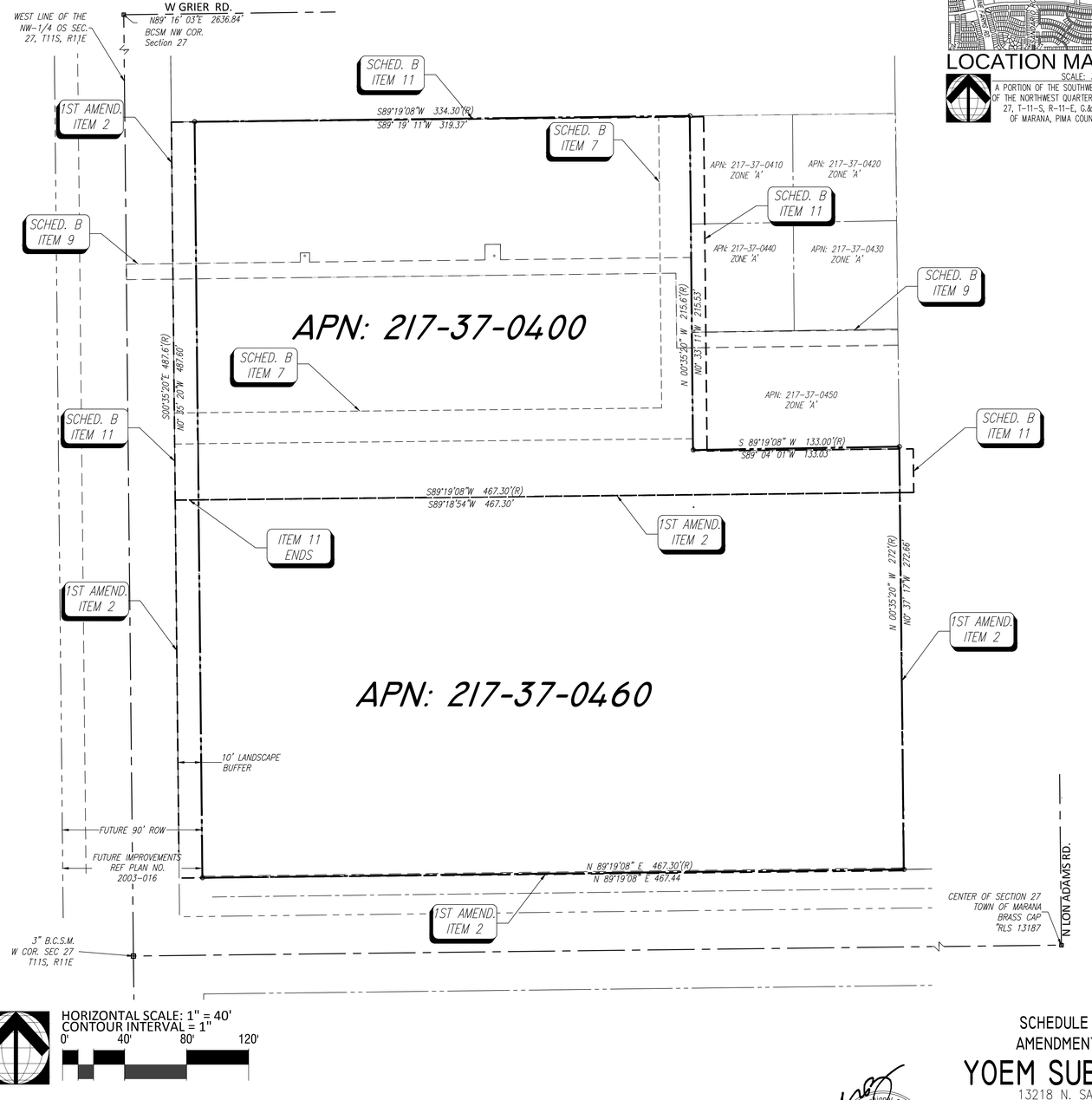
LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF-STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

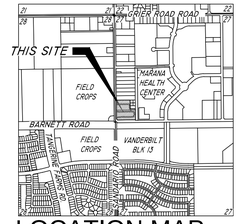
T.O.M. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

SHEET 1 OF 8

TITLE SECURITY AGENCY TITLE INSURANCE COMMITMENT NO. 99-5652356 (1/7/2015) SCHEDULE B FIRST AMENDMENT DETAILS			
ITEM	DOCUMENT	DESCRIPTION	STATUS
1-2	N/A	TAXES; NO SURVEY ITEMS	NOT PLOTTABLE
3	BK 314 OF DEEDS, PG 445.	THE RESERVATION OF ALL UNDERGROUND OR PERCOLATING WATER IN CORTARO WATER USER'S ASSOCIATION EXCEPT THAT PURCHASERS WILL BE ALLOWED TO PRODUCE DOMESTIC WATER BY WELL AND PUMP AT THEIR OWN EXPENSE, THE CAPACITY OF WHICH SHALL NOT EXCEED TO FIFTY (50) GALLONS PER MINUTE.	NOT PLOTTABLE
4	BK 107 OF MISC RECORDS, PG 151	THE RIGHT OF WAY TO CORTARO WATER USER'S ASSOCIATION, FOR CANAL RIGHT OF WAY, WELL SITES AND EASEMENTS, CONVEYED BY CORTARO FARMS COMPANY TO CORTARO WATER USERS' ASSOCIATION BY AGREEMENT.	25' WIDE CMID EASEMENT LOCATED OFFSITE ADJACENT TO THE SOUTHERN BOUNDARY.
5	BK 107 OF MISC RECORDS, PG 169	ALL MATTERS WHICH MAY A CHARGE ON THE PROPERTY IN QUESTION BY REASON OF ITS INCLUSION IN CORTARO WATER USER'S ASSOCIATION DISTRICT.	NOT PLOTTABLE
6	DK 5670, PG 603	TERMS AND CONDITIONS OF A JOINT RESOLUTION BY CORTARO-MARANA IRRIGATION DISTRICT AND THE CORTARO WATER USER'S ASSOCIATION RECORDED DECEMBER 12, 1977.	NOT PLOTTABLE
7	DK 4169, PG 511	THIS SUBDIVISION INCLUDES THE LAND AREAS OF THE DOMINANT ESTATE AND SERVIENT ESTATE OF THE EASEMENT RECORDED IN THE PIMA COUNTY RECORDER'S OFFICE AT DOCKET 4169, PAGE 511. CONSEQUENTLY, THE EASEMENT IS NOW TERMINATED BY MERGER INTO THE SUBDIVIDER'S FEE TITLE (RESTATEMENT 3D OF PROPERTY: SERVITUDES SS 7.5). IN ANY EVENT, TO THE EXTENT NOT ALREADY TERMINATED BY OPERATION OF LAW, THE SUBDIVIDER EXPRESSLY TERMINATES THE EASEMENT WITH THE RECORDATION OF THIS PLAT.	PLOTTED
9	DK 11539, PG 697	AN EASEMENT FOR ELECTRIC LINES, APPURTENANT FACILITIES AND INCIDENTAL PURPOSES.	PLOTTED
10	BK 36 OF OFFICIAL RECORDS, PG 79	MATTERS AS SHOWN ON RECORDED SURVEY	NOT PLOTTABLE
11	DK 12649, PG 469	ALL MATTERS SET FORTH IN CLAIM OF LIEN RECORDED SEPTEMBER 29, 2005	PLOTTED
12 -16	DK 13418, PG 216 DK 13418, PG 244 DK 13418, PG 270 DK 13418, PG 306 DK 13456 PG 76	COVENANT RUNNING WITH THE LAND	AFFECTED AREAS: 11752 W SEWA VOO'O (LOT 5) 11762 W SEWA VOO'O (LOT 4) 11775 W ROSARIO LANE (LOT 14) 11792 W SEWA VOO'O (LOT 1) 11772 W SEWA VOO'O (LOT 3)
17	SEQ # 2011-2440168	A 15' WIDE EXCLUSIVE PUBLIC SEWER EASEMENT TO PIMA COUNTY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, OPERATION, REPLACEMENT AND REMOVAL OF SEWER LINES, MANHOLES AND APPURTENANCES IN, OVER, UNDER AND ACROSS THE REAL PROPERTY DESCRIBED IN THIS PLAT.	15' PUBLIC SEWER EASEMENT LOCATED ALONG W SEWA YOO'O, W CAMINO PINOS, W RASARIO ROAD AND IN COMMON AREA 'B'.
18	BK 77, PG 3	MATTERS AS SHOW ON RECORDED SURVEY.	NOT PLOTTABLE
19	SEQ # 2012-0260013	THE EFFECT OF A MAP PURPORTING TO SHOW THE LAND RECORDED.	NOT PLOTTABLE
20	N/A	EXCEPTING MATTERS THAT WOULD BE DISCLOSED BY THE RECORDS OF THE US DEPARTMENT OF INTERIOR, INDIAN AFFAIRS DEPT.	NOT PLOTTABLE
21	N/A	WATER RIGHT, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY PUBLIC RECORDS.	NOT PLOTTABLE
TITLE SECURITY AGENCY TITLE INSURANCE COMMITMENT NO. 99-5652356 (1/7/2015) FIRST AMENDMENT 'REQUIREMENT' DETAILS			
2	DK 6246, PG 528	A MORTGAGE BETWEEN MARANA AREA YAQUI ASSOCIATION ND HOUSING ASSISTANCE COUNCIL, INC.	PLOTTED
3	DK 13418, PG 209	DEED OF TRUST	AFFECTED AREA: 11752 W SEWA VOO'O (LOT 5)
4	DK 13418, PG 237	DEED OF TRUST	AFFECTED AREA: 11762 W SEWA VOO'O (LOT 4)
5	DK 13418, PG 263	DEED OF TRUST	AFFECTED AREA: 11775 W ROSARIO LANE (LOT 14)
6	DK 13418, PG 299	DEED OF TRUST	AFFECTED AREA: 11792 W SEWA VOO'O (LOT 1)
7	DK 13456, PG 69	DEED OF TRUST	AFFECTED AREA: 11772 W SEWA VOO'O (LOT 3)
8	DK 13418, PG 220	AN OPTION AGREEMENT	AFFECTED AREA: 11752 W SEWA VOO'O (LOT 5)
9	DK 13418, PG 248	AN OPTION AGREEMENT	AFFECTED AREA: 11762 W SEWA VOO'O (LOT 4)
10	DK 13418, PG 274	AN OPTION AGREEMENT	AFFECTED AREA: 11775 W ROSARIO LANE (LOT 14)
11 -12	DK 13418, PG 310 DK 13418, PG 312	AN OPTION AGREEMENT	AFFECTED AREA: 11792 W SEWA VOO'O (LOT 1)
13 -14	DK 13456, PG 67 DK 13456, PG 80	AN OPTION AGREEMENT	AFFECTED AREA: 11772 W SEWA VOO'O (LOT 3)

NEW PROPERTY RIGHTS TO BE CREATED BY FINAL PLAT		
ITEM	DESCRIPTION	STATUS
1	INGRESS, EGRESS AND UTILITIES ARE GRANTED ACROSS COMMON AREA "A" FOR THE BENEFIT OF OFFSITE PARCELS FOR 217-37-0410, 217-37-0420, 217-37-0430, 217-37-0440, AND 217-37-0450 AND SHALL BE GRANTED BY RECORDATION OF THE FINAL PLAT.	TO BE RECORDED BY FINAL PLAT
2	THE PROPOSED 15 FT. PUBLIC RIGHT-OF-WAY DEDICATION ALONG SANDARIO ROAD FOR TOWN OF MARANA SHALL BE "DEDICATED BY FINAL PLAT".	TO BE RECORDED BY FINAL PLAT
3	ALL COMMON AREAS WITHIN THIS SUBDIVISION ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OR PROPERTY WITHIN THIS SUBDIVISION AND ARE DEDICATED AS EASEMENTS TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES FOR THE PURPOSE OF ACCESS, INSTALLATION, AND MAINTENANCE OF UTILITIES, DRAINAGE AND PUBLIC SEWER AND WATER FACILITIES.	TO BE RECORDED BY FINAL PLAT
4	BY RECORDING THIS SUBDIVISION PLAT, PUBLIC UTILITY EASEMENTS (P.U.E) OF VARYING WIDTH ARE HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, PUBLIC WATER, POWER, PUBLIC SEWER, DRAINAGE IMPROVEMENTS, AND ELECTRIC. EASEMENT LOCATION AND WIDTH PER FINAL PLAT.	TO BE RECORDED BY FINAL PLAT
5	BY RECORDING THIS SUBDIVISION PLAT, ONE-FOOT NO-ACCESS EASEMENT ARE DEDICATED TO THE TOWN OF MARANA ALONG THE WESTERN AND SOUTHERN BORDERS OF THIS PLAT WHERE INDICATED.	TO BE RECORDED BY FINAL PLAT





LOCATION MAP

SCALE: 3" = 1 MILE

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, T-11-S, R-11-E, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

SCHEDULE 'B' FIRST AMENDMENT DETAILS

YOEM SUBDIVISION

13218 N. SANDARIO RD.

PRELIMINARY PLAT FOR

LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF-STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

ARROWHEAD ENGINEERING, INC.

1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: JUL 08, 2015

Registered Professional Engineer (Civil) CERTIFICATE NO. 43855 MERVIN T. YELLOWHAIR Date Signed 7-08-15 ARIZONA, U.S.A.

EXPIRES 3/31/18

T.O.M. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

SHEET 2 OF 8

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C:\Users\Dennis Roberts\Dropbox\AEI PROJ\YOEM SUBDIVISION\ENG\YOEMSUBplt2.dwg Plotted: Jul 08, 2015

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C:\Users\Jenns Roberts\Dropbox\AEI PROJ\YOEM SUBDIVISION\ENG\YOEMSUB#3.dwg Plotted: Jul 08, 2015

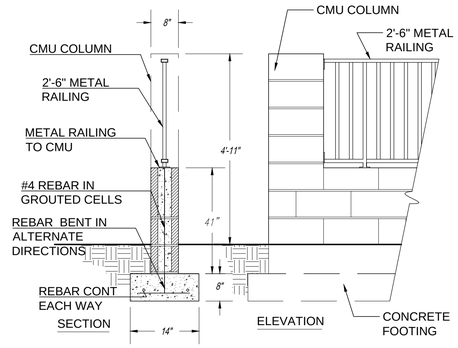
PARCEL AREA TABLE			
PARCEL NAME	AREA (S.F.)	SEGMENT LENGTH	SEGMENT BEARINGS
C.A. 'A'	28864.47	39.05 35.88 71.51 46.45 34.51 41.80 9.40 54.84 70.34 69.78 78.84 88.03 10.00 20.00 10.00 89.16 30.19 69.18 15.01 55.79 46.09 39.53 16.51 54.55 46.45 40.42 25.05 39.69 46.45 61.60 7.93 7.10 60.38 62.80 58.66 10.00 20.00 10.00 69.19 96.67 23.19 22.95 51.99 39.49 43.38 56.78 54.96 254.34 10.00 20.00 10.00 62.86 62.02 61.42 61.82 26.19 53.87 152.79 0.00 36.84	S45° 17' 55"E N89° 57' 21"E S45° 30' 32"E S0° 58' 25"E S17° 00' 13"W S56° 45' 16"W S83° 25' 24"W S88° 19' 09"W S88° 19' 09"W S88° 19' 09"W S88° 19' 09"W S88° 19' 09"W S88° 19' 09"W N0° 35' 20"W N88° 19' 09"E N88° 19' 09"E N88° 19' 09"E N88° 19' 09"E N88° 19' 09"E N88° 19' 09"E N88° 19' 09"E N88° 19' 09"E N43° 40' 22"E N0° 58' 25"W N45° 30' 32"W S89° 57' 21"W S89° 57' 21"W S89° 57' 21"W S89° 57' 21"W S89° 57' 21"W S89° 26' 23"W S89° 26' 23"W S89° 26' 23"W S89° 26' 23"W N0° 35' 20"W N89° 26' 23"E N89° 26' 23"E N89° 26' 23"E N89° 26' 23"E N89° 57' 21"E N89° 57' 21"E N44° 42' 05"E N0° 33' 11"W N0° 33' 11"W N45° 32' 07"W S89° 28' 57"W S89° 28' 57"W N0° 35' 20"W N89° 28' 57"E N89° 28' 57"E N89° 28' 57"E N89° 28' 57"E N89° 28' 57"E N45° 23' 15"E S0° 33' 11"E S2° 53' 37"E S0° 33' 11"E
C.A. 'B'	1688.23	7.93 112.35 15.01 112.71 7.10	N89° 57' 21"E S3° 58' 16"E S88° 19' 09"W N3° 58' 16"W N89° 26' 23"E
C.A. 'C'	4386.26	34.51 46.45 71.51 72.47 151.71 46.30	N17° 00' 13"E N0° 58' 25"W N45° 30' 32"W N89° 57' 21"E S0° 37' 17"E N53° 31' 42"W
C.A. 'D'-1	957.36	95.75 10.00 95.72 10.00	S0° 35' 20"E S89° 28' 57"W N0° 35' 20"W N89° 19' 11"E
C.A. 'D'-2	1596.73	159.68 10.00 89.36 70.31 10.00	N0° 35' 20"W N89° 28' 57"E S0° 35' 20"E S0° 35' 20"E S89° 26' 23"W
C.A. 'D'-3	1162.99	116.40 10.00 60.59 55.61 10.00	N0° 35' 20"W N89° 26' 23"E S0° 35' 20"E S0° 35' 20"E S88° 19' 09"W

PARCEL AREA TABLE			
PARCEL NAME	AREA (S.F.)	SEGMENT LENGTH	SEGMENT BEARINGS
C.A. 'D'-4	558.91	10.00 55.80 10.00 55.98	S89° 19' 08"W N0° 35' 20"W N88° 19' 09"E S0° 35' 20"E
LOT 1	6030.52	62.98 95.93 62.86 95.75	N89° 19' 11"E S0° 31' 03"E S89° 28' 57"W N0° 35' 20"W
LOT 2	5937.73	95.93 61.66 96.10 62.02	N0° 31' 03"W N89° 19' 11"E S0° 43' 52"E S89° 28' 57"W
LOT 3	5907.68	96.28 61.42 96.10 61.42	S0° 43' 52"E S89° 28' 57"W N0° 43' 52"W N89° 19' 11"E
LOT 4	5957.36	96.45 61.82 96.28 61.82	S0° 43' 52"E S89° 28' 57"W N0° 43' 52"W N89° 19' 11"E
LOT 5	5659.16	62.73 53.87 26.19 96.45 61.49	S0° 33' 11"E S45° 23' 15"W S89° 28' 57"W N0° 43' 52"W N89° 19' 11"E

PARCEL AREA TABLE			
PARCEL NAME	AREA (S.F.)	SEGMENT LENGTH	SEGMENT BEARINGS
LOT 6	25934.93	254.34 54.96 56.78 76.61 47.38 95.14 70.14 89.36	N89° 28' 57"E S45° 32' 07"E S0° 33' 11"E S89° 57' 21"W S89° 57' 21"W S89° 57' 21"W S89° 57' 21"W N0° 35' 20"W
LOT 7	4875.77	70.31 70.14 69.68 69.19	N0° 35' 20"W N89° 57' 21"E S0° 11' 28"W S89° 26' 23"W
LOT 8	6640.87	69.68 95.14 68.82 96.67	N0° 11' 28"E N89° 57' 21"E S1° 04' 13"E S89° 26' 23"W
LOT 9	3210.37	47.38 68.60 22.95 23.19 68.82	N89° 57' 21"E S0° 02' 39"E S89° 57' 21"W S89° 26' 23"W N1° 04' 13"W
LOT 10	5139.18	39.49 51.99 68.60 76.61 43.38	S44° 42' 05"W S89° 57' 21"W N0° 02' 39"W N89° 57' 21"E S0° 33' 11"E
LOT 11	8207.17	39.05 36.84 0.00 133.05 63.69 72.47 35.88	N45° 17' 55"W N0° 33' 11"W N2° 53' 37"W N89° 04' 01"E S0° 37' 17"E S89° 57' 21"W S89° 57' 21"W

PARCEL AREA TABLE			
PARCEL NAME	AREA (S.F.)	SEGMENT LENGTH	SEGMENT BEARINGS
LOT 12	3552.21	58.66 60.56 58.63 60.59	N89° 26' 23"E S0° 33' 24"E S89° 24' 40"W N0° 35' 20"W
LOT 13	4360.29	55.61 58.63 17.09 30.55 36.81 89.16	N0° 35' 20"W N89° 24' 40"E S0° 33' 24"E N89° 26' 36"E S0° 33' 24"E S88° 19' 09"W
LOT 14	5935.75	62.80 113.89 30.19 36.81 30.55 17.09 60.56	N89° 26' 23"E S0° 29' 15"W S88° 19' 09"W N0° 33' 24"W S89° 26' 36"W N0° 33' 24"W N0° 33' 24"W
LOT 15	7333.40	113.89 60.38 112.71 69.18	N0° 29' 15"E N89° 26' 23"E S3° 58' 16"E S88° 19' 09"W
LOT 16	6534.60	110.51 55.79 112.35 61.60	S1° 00' 22"E S88° 19' 09"W N3° 58' 16"W N89° 57' 21"E
LOT 17	5082.00	109.19 46.09 110.51 46.45	S0° 49' 22"E S88° 19' 09"W N1° 00' 22"W N89° 57' 21"E

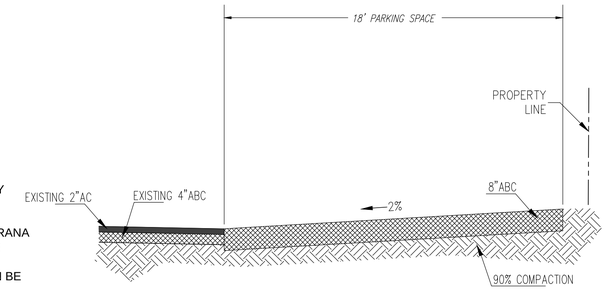
PARCEL AREA TABLE			
PARCEL NAME	AREA (S.F.)	SEGMENT LENGTH	SEGMENT BEARINGS
LOT 18	4302.00	108.05 39.53 109.19 39.69	S0° 44' 17"E S88° 19' 09"W N0° 49' 22"W N89° 57' 21"E
LOT 19	5062.64	25.05 40.42 46.45 54.55 16.51 108.05	N89° 57' 21"E S45° 30' 32"E S0° 58' 25"E S43° 40' 22"W S88° 19' 09"W N0° 44' 17"W
LOT 20	4993.44	88.03 57.51 87.98 55.98	N88° 19' 09"E S0° 33' 24"E S89° 19' 08"W N0° 35' 20"W
LOT 21	4587.89	58.89 78.83 57.51 78.84	S0° 33' 24"E S89° 19' 08"W N0° 33' 24"W N88° 19' 09"E
LOT 22	4165.38	60.11 70.24 58.89 69.78	S1° 00' 22"E S89° 19' 08"W N0° 33' 24"W N88° 19' 09"E
LOT 23	4270.80	70.34 60.11 70.34 61.33	S89° 19' 08"W N1° 00' 22"W N88° 19' 09"E S1° 00' 22"E
LOT 24	3931.30	61.33 54.84 9.40 63.26 62.80	N1° 00' 22"W N88° 19' 09"E N83° 25' 24"E S0° 14' 43"W S89° 19' 08"W
LOT 25	5104.50	57.26 72.25 63.26 41.80 46.30	S0° 37' 17"E S89° 19' 08"W N0° 14' 43"E N56° 45' 16"E S53° 31' 42"E



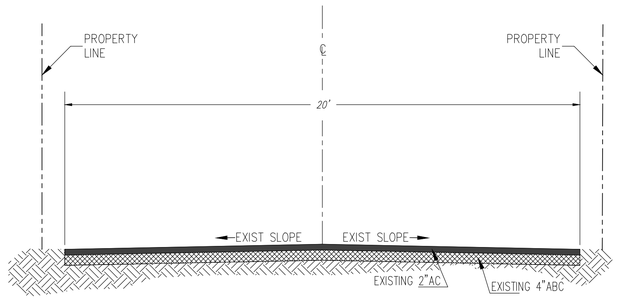
NOTES:

1. FOOTING TO BE IN UNDISTURBED SOIL OR IN COMPACTED SOIL.
2. CONCRETE TO BE 2500 PSI (17.2 MPa) (MIN.)
3. REBAR TO BE GRADE 40
4. 8" (205 mm) CMU TO BE fm = 1350 PSI (9.3 MPa)
5. COLOR AND TEXTURE WILL BE DECORATIVE EARTHTONES AND WILL NOT REMAIN GREY
6. DESIGN WIND PRESSURE IS 15psf (718 Pa) & SOIL PRESSURE 1000 PSI (6.9 MPa) MOTAR/GROUT, TYPE S fm = 1800 PSI (12.4 MPa)
7. GENERAL NOTE: BECAUSE THIS IS ADJACENT AND CONTIGUOUS TO THE CORTARO-MARANA IRRIGATION DISTRICT EASEMENT A CONSTRUCTION AND MONITORING PERMIT WILL BE REQUIRED FROM THE DISTRICT FOR ACCESS TO CONSTRUCT THIS FEATURE. THE CONTRACTOR CAN CONTACT THE DISTRICT WHEN THEY ARE SELECTED. DISTRICT CAN BE CONTACTED AT 520-682-3233.

1 SCREEN WALL
NTS LOCATED AT SOUTH PROPERTY LINE ALONG BARNETT RD ONLY

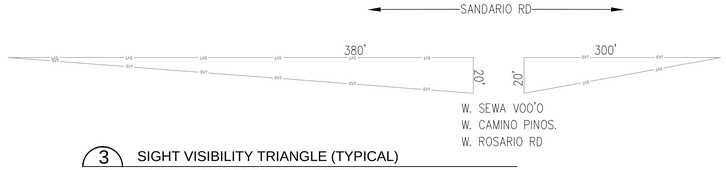


4 18' GRAVEL PARKING
NTS LOCATED IN COMMON AREA "C"



2 YOEM EXIST. ACCESS ROAD
NTS EXISTING PAVEMENT SECTION PER VARIANCE REQUEST PRV-12019P

5 ACCESSIBLE PARKING SPACE DIMENSIONS
NTS NORTHEAST OF CHURCH



3 SIGHT VISIBILITY TRIANGLE (TYPICAL)
NTS ARTERIAL STREET TO LOCAL STREET

OWNER/DEVELOPER
PASCUA YAQUI TRIBE OF ARIZONA
7474 S CAMINO DE OESTE
TUCSON, AZ 85746
ATTN: ROLANDO JAIMEZ
CONTRACTING OFFICER AT PASCUA YAQUI TRIBE
PH: 520-883-5000
FAX: 520-883-5014

SURVEYOR
ARROW LAND SURVEY, INC.
3121 E. KLEINDALE ROAD
TUCSON, AZ 85716
ATTN: GREGORY W. BAUER "RLS 35111"
PH: (520) 881-2155

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: JUL 08, 2015

Registered Professional Engineer (Civil) CERTIFICATE NO. 43855 MERWIN T. YELLOWHAIR Date Signed 7-08-15 ARIZONA, U.S.A.
EXPIRES 3/31/18

PARCEL AREA TABLES AND DETAILS

YOEM SUBDIVISION

13218 N. SANDARIO RD.

PRELIMINARY PLAT FOR

LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF-STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

T.O.M. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

SHEET 3 OF 8

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W GRIER RD.

N89° 16' 03"E 2636.84'

BCSM NW COR. Section 27

APN: 217-37-0390
ZONE 'A'

1' NO ACCESS EASEMENT

S89°19'08"W 334.30'(R)
S89° 19' 11"W 319.37'

WEST LINE OF THE NW-1/4 OS SEC. 27, T11S, R11E

N SANDARIO ROAD (BK.2 PG.173) (PUBLIC)

10' LANDSCAPE BUFFER
1' NO ACCESS EASEMENT

C.A. 'D'-1
957.36 SQ FT
0.02 ACRES

LOT 1
6030.52 SQ FT
0.14 ACRES

LOT 2
5937.73 SQ FT
0.14 ACRES

LOT 3
5907.68 SQ FT
0.14 ACRES

LOT 4
5957.36 SQ FT
0.14 ACRES

LOT 5
5659.16 SQ FT
0.13 ACRES

EX MH#2715-15
RIM EL = 86.61
SE INV IN = 76.96

EX 10' ELEC ESMT
DKT. 11539 PG 697

5' P.U.E.

FUTURE 90' ROW

FUTURE IMPROVEMENTS REF PLAN NO. 2003-016

W SEWA VOO'O
(PRIVATE)

C.A. 'A'
28864.47 SQ FT
0.66 ACRES

S89° 28' 57"W 324.32'

EX MH#3090-01
RIM EL = 86.69
E INV IN = 77.77
NW INV OUT = 77.67

EX 15.0' PUBLIC SEWER ESMT
PER SEQ#20112440168

CONTRACTOR TO FIELD LOCATE R7-8 12"X18" ADA RESERVED PARKING SIGN

EX 6" PUBLIC SEWER
PER PLAN# G-2009-053

EX 10' SEWER ESMT PER DKT 6575, PG 1119-1120

EX MH#3090-03
RIM EL = 87.66
INV EL =

EX MH#3090-PV04
RIM EL = 87.50
SW INV OUT = 83.25

PUBLIC SEWER LINE

EX MH #3090-02
RIM EL = 87.53
W INV OUT = 81.77

EX 10' ELEC ESMT
DKT. 11539 PG. 697

APN: 217-37-0410
ZONE 'A'

APN: 217-37-0420
ZONE 'A'

APN: 217-37-0440
ZONE 'A'

APN: 217-37-0430
ZONE 'A'

APN: 217-37-0450
ZONE 'A'

PROPOSED 15' PUBLIC R.O.W. RECORDED BY FINAL PLAT

10' LANDSCAPE BUFFER

1' NO ACCESS EASEMENT

C.A. 'D'-2
1596.73 SQ FT
0.04 ACRES

CHURCH

LOT 6
25934.93 SQ FT
0.60 ACRES

TEMPORARY STRUCTURES TO BE RELOCATED OUTSIDE TEP EASEMENT

TEP ESMT

WEST LINE OF SEC. 27
N 0°35'20" W 2627.42'
BASIS OF BEARING

EX 60' ROW
BK 14 PG 21

EX 8" PUBLIC SEWER
PER PLAN# G-80-009

LOT 7
4875.77 SQ FT
0.11 ACRES

COMMUNITY BUILDING

LOT 8
6640.87 SQ FT
0.15 ACRES

BASKETBALL COURT

LOT 9
3210.37 SQ FT
0.07 ACRES

LOT 10
5139.18 SQ FT
0.12 ACRES

LOT 11
8207.17 SQ FT
0.19 ACRES

±25' EX. PVMT.

EX MH#2715-16
RIM EL = 87.57
N INV = 77.42

30' EX R/W

EX 15.0' PUBLIC SEWER ESMT
PER SEQ#20112440168

EX MH#3090-05
RIM EL=88.47
W INV OUT=81.38

EX MH#3090-06
RIM EL = 88.02
W INV OUT = 83.45

W CAMINO PINOS
(PRIVATE)

C.A. 'A'
28864.47 SQ FT
0.66 ACRES

C.A. 'C'
4386.26 SQ FT
0.10 ACRES

EX PVMT

N89° 26' 23"E 244.00'

N89° 57' 21"E 180.76'

S 89°19'08" W 133.00'(R)
S89° 04' 01"W 133.03'

1' NO ACCESS EASEMENT

MARANA HEALTH CENTER
APN:217-37-0940
Bk. 64, PG. 84
SEQ #20012050346
ZONE 'D'

SEE SHEET 5

HORIZONTAL SCALE: 1" = 20'
CONTOUR INTERVAL = 1'
0' 20' 40' 60'

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: JUL 08, 2015

Registered Professional Engineer (Civil) CERTIFICATE NO 43855 MERWIN T. YELLOWHAIR Date Signed 7-08-15 ARIZONA, U.S.A.
EXPIRES 3/31/18

PRELIMINARY PLAT

YOEM SUBDIVISION

13218 N. SANDARIO RD.

PRELIMINARY PLAT FOR

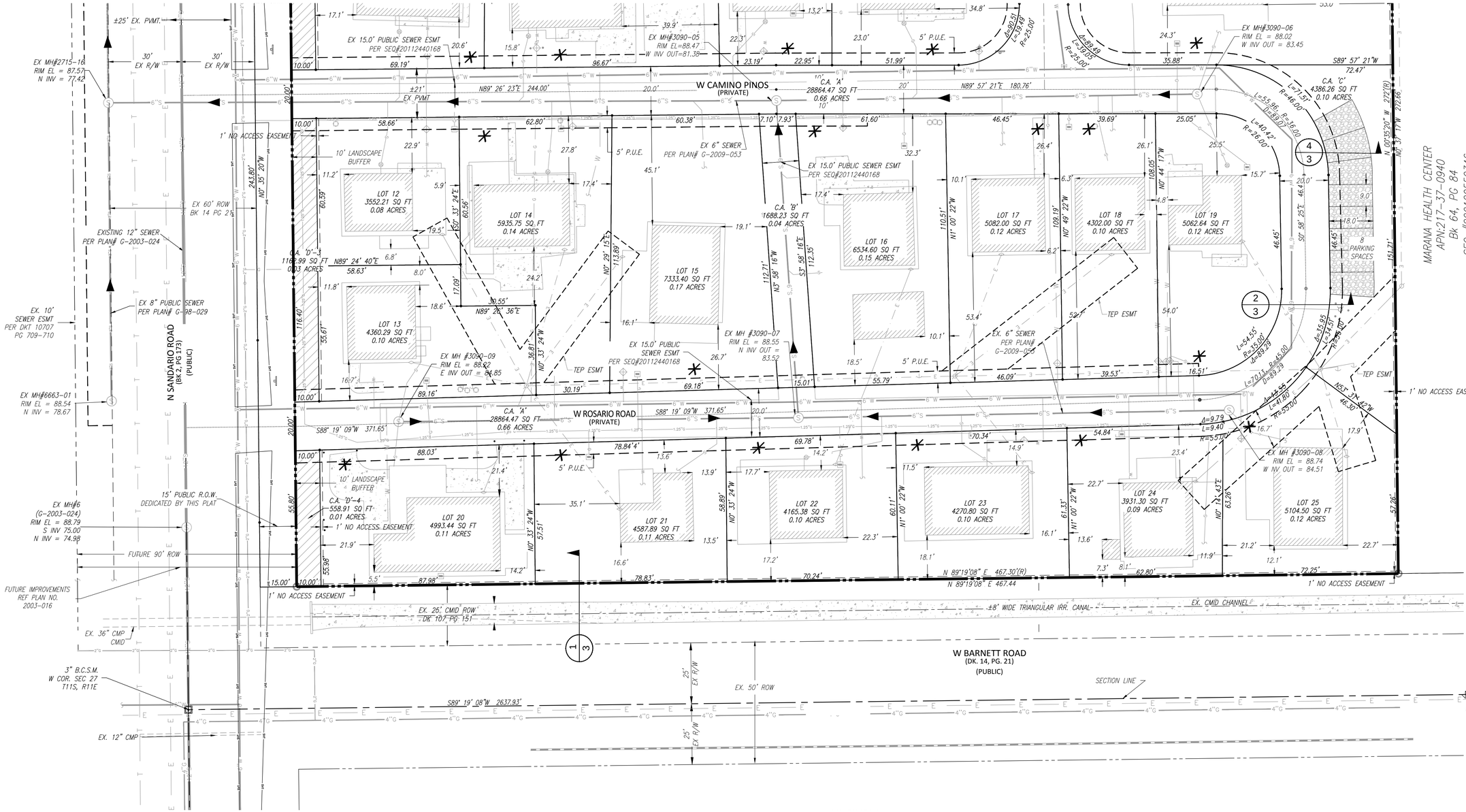
LOTS 1 THROUGH 25 AND
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T.O.M. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

SHEET
4 OF 8

SEE SHEET 4



HORIZONTAL SCALE: 1" = 20'
CONTOUR INTERVAL = 1'
0' 20' 40' 60'

PRELIMINARY PLAT

YOEM SUBDIVISION

13218 N. SANDARIO RD.

PRELIMINARY PLAT FOR

LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
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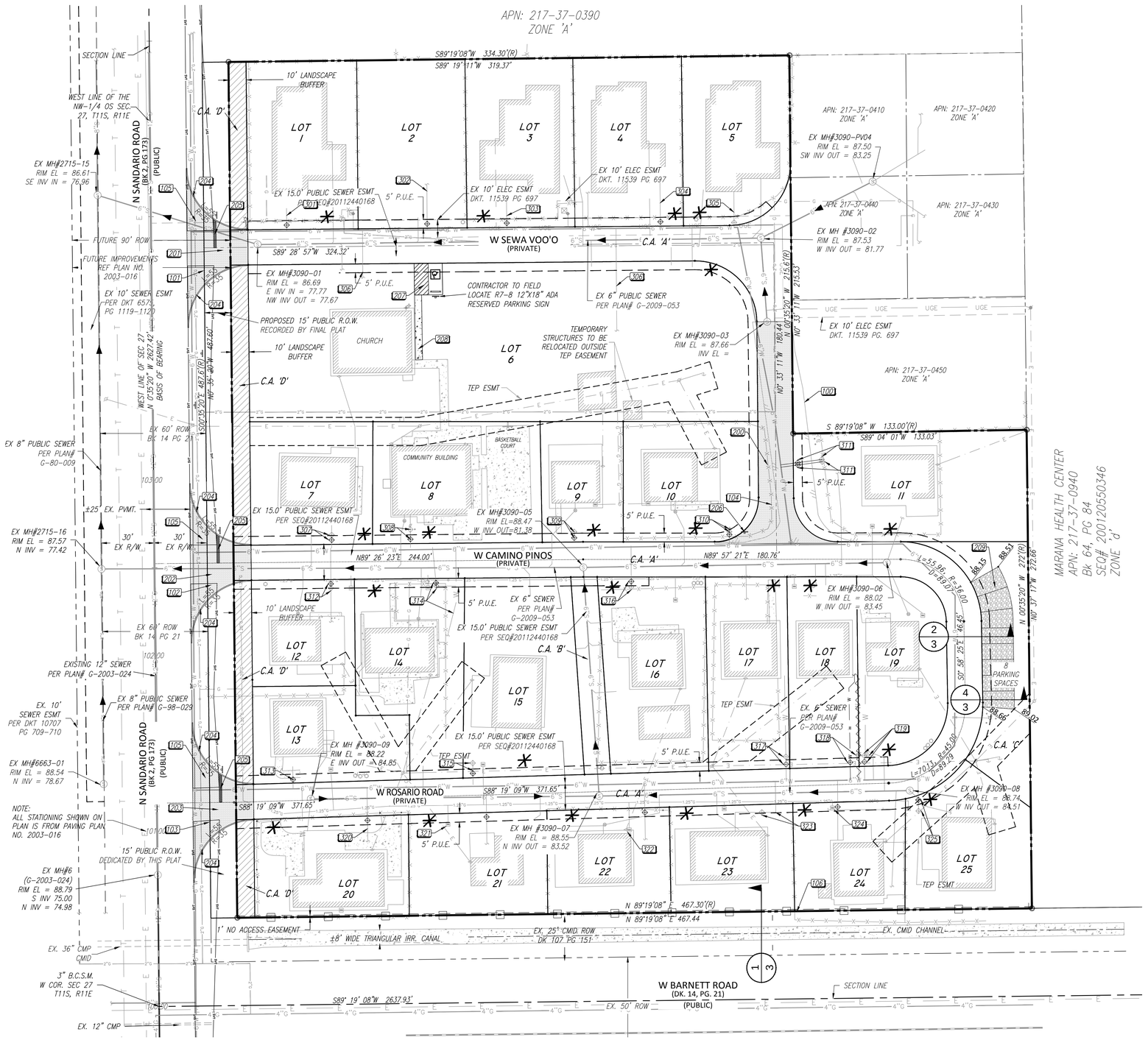
PREPARATION DATE: JUL 08, 2015

Registered Professional Engineer (Civil)
CERTIFICATE NO
43855
MERWIN T.
YELLOWHAIR
We Signed 7-08-15
ARIZONA, U.S.A.
EXPIRES 3/31/18

T.O.M. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

SHEET
5 OF 8

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HORIZONTAL SCALE: 1" = 30'
CONTOUR INTERVAL = 1'
0' 30' 60' 90'

MARANA HEALTH CENTER
APN: 217-37-0940
Bk 64, PG 84
SEQ# 20012050346
ZONE 'C'

GENERAL NOTES

100 REMOVE AND DISPOSE OF ±3,050 SF OF EXISTING ASPHALT PAVEMENT.

101 REMOVE AND DISPOSE OF ±995 SF OF EXISTING ASPHALT PAVEMENT.

102 REMOVE AND DISPOSE OF ±885 SF OF EXISTING ASPHALT PAVEMENT.

103 REMOVE AND DISPOSE OF ±775 SF OF EXISTING ASPHALT PAVEMENT.

104 REMOVE AND RELOCATE EXISTING FENCE, POST AND GATE. LOCATION TO BE COORDINATED WITH OWNER.

105 RELOCATE EXISTING STREET SIGN 2' FROM EDGE OF ASPHALT.

106 INSTALL ±452 LF OF WROUGHT IRON VIEW FENCE. USE MIN. HEIGHT OF 4'-11".

PAVING NOTES

200 INSTALL ±2,860 SF OF ASPHALTIC CONCRETE PAVEMENT. MATCH EXISTING SECTION. ASSUME 2" AC ON 4" A.B.C. FOR QUANTITIES.

201 INSTALL ±1,225 SF OF ASPHALTIC CONCRETE PAVEMENT. MATCH EXISTING SECTION. ASSUME 2" AC ON 4" A.B.C. FOR QUANTITIES.

202 INSTALL ±1,225 SF OF ASPHALTIC CONCRETE PAVEMENT. MATCH EXISTING SECTION. ASSUME 2" AC ON 4" A.B.C. FOR QUANTITIES.

203 INSTALL ±1,225 SF OF ASPHALTIC CONCRETE PAVEMENT. MATCH EXISTING SECTION. ASSUME 2" AC ON 4" A.B.C. FOR QUANTITIES.

204 INSTALL CONCRETE HEADER PER PC/COT STD. DTL. 213.

205 INSTALL 18" STOP BAR PAVEMENT MARKING

206 INSTALL STOPSIGN (R1-1, 30" X 30") AND STREET-NAME SIGN (D3-1)

207 INSTALL ±290 SF CONCRETE FOR ADA ACESSIBLE SPACE

208 INSTALL ±150 SF CONCRETE FOR 4' MAG DETAIL-230 SIDWALK

209 INSTALL ±1400 SF LANDSCAPING GRAVEL

WATER NOTES

301 LOT 1'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

302 LOT 2'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

303 LOT 3'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

304 LOT 4'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

305 LOT 5'S WATER METER IS TO REMAIN IN PLACE. DO NOT DISTURB.

306 LOT 6'S WATER METER IS NOT LOCATED ON SURVEY. SURVEY INDICATES THERE ARE TWO WATER SERVICES.
NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

307 RELOCATE LOT 7'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±2.8'.

308 RELOCATE LOT 8'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±5.6'.

309 RELOCATE LOT 9'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±3.5'.

310 RELOCATE LOT 10'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±1.6'.

311 RELOCATE LOT 11'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTHWEST ±14'.
SURVEY INDICATES THAT THERE ARE TWO METERS ON LOT 11. THE SECOND SERVICE METER NEEDS TO BE FIELD VERIFIED.

312 RELOCATE LOT 12'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER NORTH ±2.4'.

313 LOT 13'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

314 RELOCATE LOT 14'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER NORTH ±1.2'. SURVEY INDICATES THAT THERE ARE TWO SERVICES ON LOT 14. THE SECOND SERVICE NEEDS TO BE FIELD VERIFIED.

315 RELOCATE LOT 15'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±5.9'.

316 RELOCATE LOT 16'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER NORTH ±3.2'.

317 RELOCATE LOT 17'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±4.3'.

318 RELOCATE LOT 18'S WATER METER INTO P.U.E. PER THE FOLLOWING: REMOVE ±65' OF EXISTING WATER SERVICE. RELOCATE NEW WATER SERVICE WEST 5' OF PROPERTY LINE. INSTALL ±65' OF NEW WATER SERVICE LINE.

319 RELOCATE LOT 19'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER SOUTH ±3.4'. SURVEY INDICATES THERE ARE TWO METERS ON LOT 19. THE SECOND SERVICE METER NEEDS TO BE FIELD VERIFIED.

320 LOT 20'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

321 LOT 21'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

322 LOT 22'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

323 RELOCATE LOT 23'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER EAST 8' AND NORTH ±2.3''.

324 LOT 24'S WATER METER IS NOT LOCATED ON SURVEY. NEEDS TO BE FIELD LOCATED TO MAKE RECOMMENDATIONS.

325 RELOCATE LOT 25'S WATER METER INTO P.U.E. PER THE FOLLOWING: MOVE WATER METER NORTH ±6.3'.

MATERIALS QUANTITIES LIST		
DESCRIPTION	QTY	UNIT
REMOVE AND DISPOSE OF ASPHALT PAVEMENT	5705	SF
RELOCATE EXISTING STREET SIGNS	3	EA
INSTALL WROUGHT IRON FENCE	452	LF
INSTALL ASPHALT PAVEMENT (ASSUMING 2" THICKNESS)	40	CY
INSTALL A.B.C. (ASSUMING 4" THICKNESS)	80	CY
INSTALL CONCRETE HEADER	330	LF
INSTALL CONCRETE PAD/SIDEWALK (MAG DETAIL-230 4" THICKNESS)	8	CY
*WATER SERVICE LINE (ASSUMING 1" DIA.)	251	LF
15 GALLON TREES	17	EA
1 GALLON SHRUBS	42	EA
1 GALLON GROUND COVER/ACCENT PLANTS	28	EA
IRRIGATION MAIN (ASSUMING 2")	450	LF
IRRIGATION EMITTER TUBING (ASSUMING 5' EA)	600	LF
METER FOR IRRIGATION MAIN	1	EA
BACK FLOW PREVENTION DEVICE FOR IRRIGATION	1	EA
IRRIGATION CONTROL VALVE	1	EA

* FOR THE LOTS THAT DO NOT HAVE THE METERS LOCATED ON THE SURVEY 10' OF NEW SERVICE LINE IS ASSUMED FOR THIS ESTIMATE.

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: JUL 08, 2015

Registered Professional Engineer (Civil) CERTIFICATE NO. 43855 MERVIN T. YELLOWHAIR Date Signed 7-08-15 ARIZONA, U.S.A.
EXPIRES 3/31/18

IMPROVEMENT PLANS

YOEM SUBDIVISION

13218 N. SANDARIO RD.

PRELIMINARY PLAT FOR

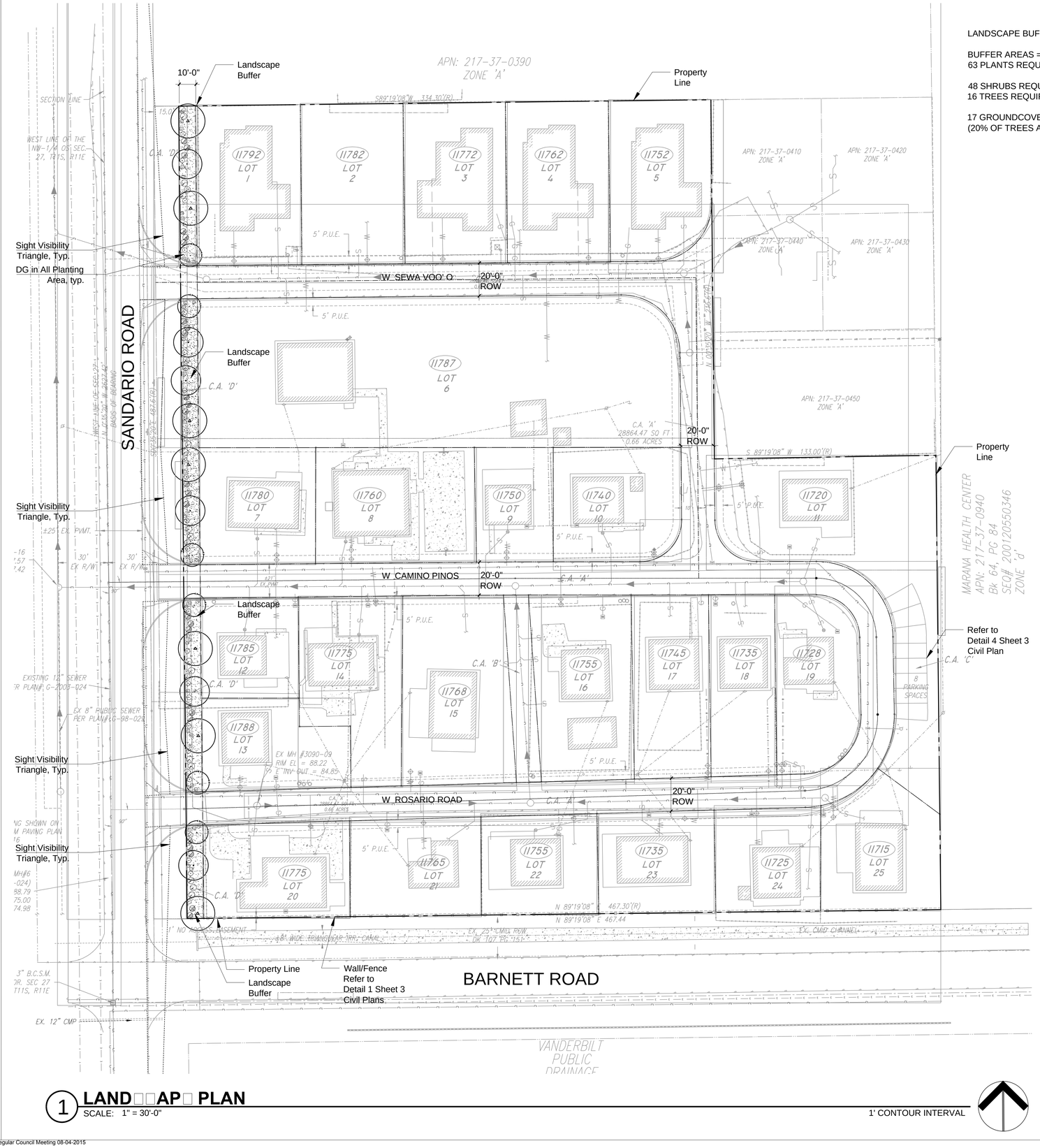
LOTS 1 THROUGH 25 AND
COMMON AREA 'A' (PRIVATE STREETS)
COMMON AREA 'B' (UTILITY AREA)
COMMON AREA 'C' (OFF-STREET PARKING)
COMMON AREA 'D' (LANDSCAPE BUFFER YARD)

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

T.O.M. CASE # PRV-12019P
VAR-14015
AEI JOB: 209-003

SHEET 6 OF 8

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C:\Users\Dennis Roberts\Dropbox\AEI PROJ\YOEM SUBDIVISION\ENG\YOEMSUB#2.dwg Plotted: Jul 08, 2015



1 LAND□□AP□ PLAN

SCALE: 1" = 30'-0"

1' CONTOUR INTERVAL

LANDSCAPE BUFFER CALCULATIONS:

BUFFER AREAS = 4218 SF
63 PLANTS REQUIRED

48 SHRUBS REQUIRED (MIN.)
16 TREES REQUIRED (MIN.)

17 GROUNDCOVER REQUIRED
(20% OF TREES AND SHRUBS)

LANDSCAPE LEGEND

Supply and install the following plant material.
Landscape designer to field verify location prior to planting. All plant material to meet A.N.A. specifications and be of sound health and appearance

TREES	SIZE	QTY
Cercidium praecox Palo Brea	Standard 15 gal.	6
Chilopsis linearis Desert Willow	Standard 15 gal.	6
Prosopis velutina Velvet Mesquite	Standard 15 gal.	8

SHRUBS/ ACCENTS	SIZE	QTY
Leucophyllum frutescens Texas Ranger	5 Gallon	22
Dalea pulchra Indigo Bush	5 Gallon	26
Calliandra eriophylla Fairy Duster	5 Gallon	24
Oenothera berlandieri Mexican Evening Primrose	1 Gallon	28
Ephedra nevadensis Mormon Tea	1 Gallon	13

GROUND COVER/ HARDSCAPE MATERIAL	QTY
Decomposed Granite - 3/4" minus "Wildcat Red" or approved equal. Three (3) inches in all planting areas as noted.	40 CY

DG (TYP.)

G□N□RAL LAND□□AP□ NOT□□□

1. The Landscape Architect, or his representative, reserve the right to refuse any plant materials he deems unacceptable. (See specifications)
2. For clarification of discrepancies between the drawings and the site, it should be brought to the attention of the Landscape Architect prior to beginning work.
3. The Landscape Architect is to approve any and all substitutions.
4. Plant list provided for contractor's convenience only. Plans take precedence.
5. Double stake all 15 gallon and 24" box trees as required.
6. Exposed soil in planters shall be raked and free from rocks, roots, weeds, etc.
7. Finished grade in ground cover and granite areas shall be 1" below adjacent header board, paving, curbing, etc.
8. Plants shall be quality material having a growth habit that is normal for the species and be sound, vigorous, healthy, and free from insects and injury.
9. Ground cover and/or decomposed granite shall extend under shrubs unless noted.
10. After all work is completed, the contractor shall remove all materials not incorporated in the Scope of Work from the job site.
11. Grading shall include all excavation, settlement, handling, import, distribution, transportation, and disposal necessary to bring ground to finish grade as shown on the civil and landscape plans.
12. All earthwork is to be done so that all water drains away from all structures.
13. All underground conduits and utilities are to be located before digging. Call Arizona Bluestake at 1 800 782-5348.
14. All plant material to be guaranteed for a period of one (1) year after final acceptance.
15. Landscape Contractor is responsible for final grading on all landscaped areas.
16. Backfill planting soil for all native species, cacti and succulents to be existing native soil. A planting mix of 1/3 mulch, 2/3 native soil mixed thoroughly is to be used as plant backfill for non-native or exotic species.
17. In the event of major discrepancies between the plans and field conditions, contractor shall notify the Landscape Architect immediately. Allow a minimum of forty-eight (48) hours between notification of Landscape Architect and proceeding with construction of grey water irrigation system.
18. All finished granite areas are to be 1" below all sidewalks and curbs.
19. Test drainage of plant beds and pits by filling with water. Conditions permitting the retention of water in locations for more than twenty-four (24) hours shall be brought to the attention of the LA prior to any planting.
20. Contractor is responsible for providing sleeves to all landscape areas regardless whether they are shown on plans or not. Refer to sleeving schedule for size and quantity. If doubt or discrepancy exists request clarification from LA in writing.
21. All walls shall be constructed of or painted with graffiti resistant material.
22. All landscape areas shall be irrigated on a regular maintenance schedule under the supervision of the owner, using an automatic, underground system. Irrigation shall be continually tested and repaired as needed. Improper irrigation system maintenance which results in pooling or runoff of excess water shall result in a warning. If the problem is not resolved within thirty (30) days, the improperly functioning system shall be subject to fines.
23. All landscape areas shall be maintained on a regular maintenance schedule and is to include pruning, fertilizing, clearing of debris, litter and weeds, and the removing and replacing of all dead plants. All plant material that does not survive shall be replaced with an equivalent size and species within thirty (30) days of the plants demise on an ongoing basis. Failure to replace dead plant material within the specified time period shall constitute a zoning violation and is subject to fines.
24. All trees and plants shall meet Arizona Nurseryman Association minimum guidelines for caliper and size and shall conform to the Town of Marana approved plant list.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: Jun 10, 2015

JSR Design Studios
8444 S. Stephanie Lane
Tempe, AZ 85284
Office: 480.447.3302
Facsimile: 480.447.3504
www.jsrdesignstudios.com

Registered Landscape Architect Jonathan S. Robertson 02/11/2015 Signed Arizona U.S.A. Expires: 3/31/16

T.O.M. CASE # PRV-12019P
AEI JOB: 209-003

YOEM SUBDIVISION

Land□□a□□ Plan

LOTS 1 THROUGH 25 AND COMMON AREAS 'A' THROUGH 'C'
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 11 EAST, G.&S.R.M., TOWN OF MARANA, PIMA COUNTY, ARIZONA

SHEET 7 OF 8

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C:\Users\JSRDesignStudios\Dropbox\T JSR Design\T_Projects\2014\14-002-A\Cad\Sheets\Yoem_LA Planting\Sheet01.dwg Plotted: Jun 10, 2015

JSR DESIGN STUDIOS RETAINS OWNERSHIP OF ALL PLANS. PLANS SHALL NOT TO BE REPRODUCED OR USED FOR CONSTRUCTION PURPOSES WITHOUT FULL PRIOR WRITTEN CONSENT OF JSR DESIGN STUDIOS, PLLC



IRRIGATION CALCULATIONS:

PRESSURE LOSS CALCUALTION
Farthest/longest run - Valve A-1 - Tree Valve flow = 2.2 gpm

	pipe	size	flow gpm	loss/100'	length	psi loss
Main Line	sch 40	1"	2.20	0.55	94	0.52
Fitttings (10% of main pipe loss)						0.05
Total Main Line Loss						0.57
Elevation (.433psi/1')	0.00					0.00
Water Meter						0.10
Backflow Preventer						11.00
Master Valve n/a						0.00
Flow Sensor n/a						0.00
Remote Control Valve						1.50
Adjustable Pressure Regulator/filter `						1.70
TOTALPRESSURE LOSS						15.44
STARTING PRESSURE						55.00
Minimum Pressure to Start of Drip Lateral						39.56
Pressure Regulator set at approx 30 psi						30.00

	pipe	size	flow gpm	loss/100'	length	psi loss
Lateral Line	cls 200	3/4"	1.60	0.22	185	0.41
Fittings (10% of lateral pipe loss)						0.04
Total Lateral Line Loss						0.45
Pressure at last emitter						29.55
MINIMUM PRESSURE REQUIRED AT EMITTER						15.00

IRRIGATION LEGEND

- Reduced Pressure Backflow Preventer
- Irrigation Mainline - 1" unless otherwise shown.
- M 3/4" Water Meter
- A Irrigation Controller - Rainbird
- Gate Valve - Febco Brass Ball Valve - Line Size
- Electrical Remote Control Valve and Filter - Valve - Rain Bird PESB Sereies - Filter - Rainbird RBY-100-150MX
- Irrigation Sleeve - Sch. 40 PVC - 4" unless otherwise shown
- Tree Lateral -3/4" Class 200 PVC - unless otherwise shown
- Shrub Lateral - 3/4" Poly - unless otherwise shown
- Spray Lateral - 3/4" Class 200 PVC unless otherwise shown
- Pot Lateral - 3/4" Poly unless otherwise shown
- Hose End Cap
- Wilkins #90 - adjustable outlet pressure regulator
- Multiport Emitters Rain Bird - (6) 1gph or 2gph ports - Refer to Emitter Chart

Station Number
Valve Size
Valve Type

GENERAL IRRIGATION NOTES:

1. Maintain irrigation without disruption to all existing plant material as necessary. Coordinate with General Contractor to prevent damage to plant material caused by damage to irrigation caused by construction.
2. Irrigation system shall meet all specifications. If conflict arises between specifications and drawings, specifications shall prevail. If conflict arises between details and notes, notes shall prevail.
3. Irrigation plans are schematic. Contractor is responsible for locating all lines and heads away from obstructions and preventing hazardous conditions caused by irrigation.
4. Landscape Contractor shall coordinate all necessary sleeving with General Contractor. Landscape Contractor is responsible for all necessary sleeving whether shown on plans or not. No additional changes for sleeving or boring will be allowed after acceptance of bid.
5. All water used for irrigation purposes will conform to the Arizona Groundwater Code, Arizona Revised Statues Title 45, Chapter 2.
6. The contractor shall verify the existing pressure and shall notify the landscape architect of any discrepancy before continuing the work.

SLEEVING SCHEDULE: Contractor is responsible for all sleeving whether shown or not.	PIPE SIZE SCHEDULE pipe size	flow
6" Mainline	1/2"	0-5
3" Submain to Regulator	3/4"	6-10
3" Irrigation Wires	1"	11-15
3" Low Voltage Lighting Wires	1-1/4"	16-25
2" Lateral Lines	1-1/2"	26-35
	2"	36-60
	2-1/2'	61-80
	3"	81-120
	4"	121-200

IRRIGATION VALVE SCHEDULE

VALVE	SIZE	TYPE-GPM	VALVE	SIZE	TYPE-GPM
A-1	1"	TREE	A-3	1"	TREE
A-2	1"	SHRUB	A-4	1"	SHRUB

NOTES:

1. (M) Multi-port emitter, (S) Single- port emitter. Contractor may select to provide multi-port emitters for shrub plant material. All multi-port emitters shall be installed in emitter box per the project details.
2. Contractor shall adjust controller for the proposed emitter schedule and provide watering to promote healthy growth of plant material.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

1 **IRRIGATION PLAN**
SCALE: 1" = 30'-0"

CONTOUR INTERVAL = 1'

ARROWHEAD ENGINEERING, INC.
1685 S. SAN TODARO PLACE
TUCSON, ARIZONA 85713
PHONE: 520-822-7702
FAX: 520-777-3438

PREPARATION DATE: Jun 10, 2015

JSR Design Studios
8444 S. Stephanie Lane
Tempe, AZ 85284
Office: 480.447.3302
Facsimile: 480.447.3504
www.jsrdesignstudios.com

REGISTERED LANDSCAPE ARCHITECT 30539 Jonathan G. Robertson 02/11/2015 Date Signed ARIZONA U.S.A. Expires: 3/31/16

T.O.M. CASE # PRV-12019P
AEI JOB: 209-003

YOEM SUBDIVISION

Irrigation Plan

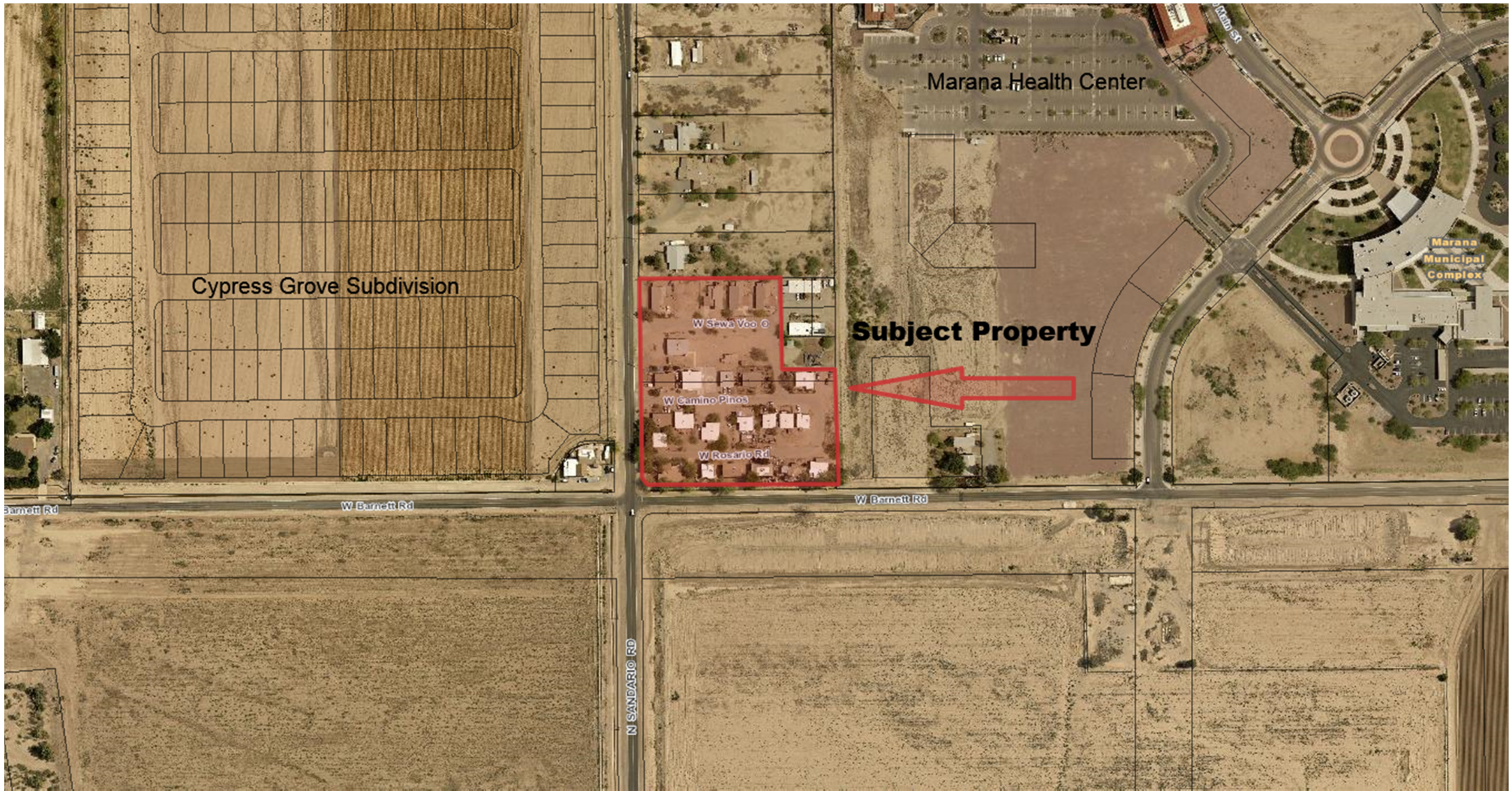
LOTS 1 THROUGH 25 AND COMMON AREAS 'A' THROUGH 'C'
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SHEET 8 OF 8

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C:\Users\JSRDesignStudios\Dropbox\1 JSR design\1_Projects\2014\14-002-A\1cad\Sheets\Yoem_1A IrrigationSheets.dwg Plotted: Jun 10, 2015

JSR DESIGN STUDIOS RETAINS OWNERSHIP OF ALL PLANS. PLANS SHALL NOT TO BE REPRODUCED OR USED FOR CONSTRUCTION PURPOSES WITHOUT FULL PRIOR WRITTEN CONSENT OF JSR DESIGN STUDIOS. PLLC

Location Map



Case Number: PRV-12019P

Request: Approval of a preliminary plat for the Yoem Subdivision, Lots 1 - 25 and Common Areas "A" – "D"

PLANNING & ENGINEERING APPLICATION

1. TYPE OF APPLICATION (Check One)

- [x] 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
- [ ] Specific Plan
- [ ] Improvement Plan (specify type in Description of Project box*)
- [ ] Other _____

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	217-37-0400 & 217-37-0460			General Plan Designation (To be confirmed by staff)	
Gross Area (Acre/Sq. Ft.)	4.57 acre/199,245.52 Sq. Ft.			Current Zoning (To be confirmed by staff)	Zone "A"
Development/Project Name	Yoem Subdivision			Proposed Zoning	To Remain Zone "A"
Project Location	Directly north east of intersection Barnett Rd. and Sandario Rd.				
Description of Project*	Pasqua Yaqui Tribe is proposing to combine the two existing parcels into a platted subdivision.				
Property Owner	Pasqua Yaqui Tribe				
Street Address	7474 S. Camino De Oeste				
City Tucson	State AZ	Zip Code 85746	Phone Number 520-883-5000	Fax Number 520-883-5014	E-Mail Address
Contact Person	Rolando Jaimez			Phone Number / E-mail 520-883-5000 / Rolando.Jaimez@pascuayaqui-nsn.gov	
Applicant	Rolando Jaimez				
Street Address	7474 S. Camino De Oeste				
City Tucson	State AZ	Zip Code 85746	Phone Number 520-883-5000	Fax Number 520-883-5014	E-Mail Address Rolando.Jaimez@pascuayaqui-nsn.gov
Contact Person				Phone Number / E-mail	
Agent/Representative	Arrowhead Engineering Inc.				
Street Address	1685 S. San Todaro Pl.				
City Tucson	State AZ	Zip Code 85713	Phone Number 520-777-3438	Fax Number 520-777-3438	E-Mail Address myellowhair@arrowheadengineeringinc.com
Contact Person	Merwin T. Yellowhair P.E.			Town of Marana Business License No.	

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.)**

MERWIN T. YELLOWHAIR — Print Name of Applicant/Agent

Signature

11-8-12 — Date

Caselog # PRV-12019P

CRW# PRV1211-002

Received on: 11-8-12

Received by: C. Jacobs

11555 W. Civic Center Drive, Bldg. A2▪Marana, AZ 85653-7003▪Telephone (520) 382-2600▪Fax (520) 382-2641

11-08-12P03:21 RCVD

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STAFF REPORT

BOARD OF ADJUSTMENTS

April 8, 2014

CASE No.: VAR-14015	CASE NAME: Yoem Pueblo
Applicant Name:	Arrowhead Engineering
Owner Name:	Pascua Yaqui Tribe of Arizona
Location of Request:	Yoem Pueblo (North of Barnett and East of Sandario Road)
Nature of Request:	A request for variances from Section 05.02.01.C (Zone A – Small Lot Zone Setback Requirements), Section 17.03.07 (Landscape Buffer Standards), and Section 4 and Appendix Standard Detail No.1 of the Town of Marana Subdivision Street Standard Manual. The applicant requests interpretations of the Town of Marana Land Development Code Section 06.03.02 paragraph N (Enclosure of Irrigation Canals) and Section 08.06 (Residential Design).
Site Size:	Approximately 4.57 acres
Zone District:	A – Small Lot Zone
Existing Use:	Single Family Residential and Community Common Area
Proposed Use:	Single Family Residential and Community Common Area
Report Date:	April 2, 2011
Project Planner:	Jenna Reilly, Planner I

SUMMARY OF APPLICATION

Arrowhead Engineering on behalf of the Pascua Yaqui Tribe, is requesting variances from Section 05.02.01.C (Zone A – Small Lot Zone Setback Requirements), Section 4 and Appendix Standard Detail No.1 of the Town of Marana Subdivision Street Standard Manual, and Section 17.03.07 (Landscape Buffer Standards). The applicant requests interpretations of the Town of Marana Land Development Code Section 06.03.02 paragraph N (Enclosure of Irrigation Canals) and Section 08.06 (Residential Design).

LOCATION

The site is located north of Barnett and east of Sandario Road.

PROPERTY DEVELOPMENT STANDARDS

The subject property is zoned "A" – Small Lot Zone. Permitted uses within this zone include residential, commercial, industrial, and quasi-public land uses so long as each land use is conducted on a lot no larger than 2.5 acres. The current property consists of two parcels. Parcel 217-37-0400 consists of approximately 1.96 acres and parcel 217-37-0460 is approximately 2.62 acres, and is considered legal non-conforming as this zoning was designated during the original incorporation of the Town.

Zone "A" setbacks:

Front yard: Minimum of 20 feet
Side yard: Minimum of 5 feet, with a 10 foot minimum side yard setback
Rear yard: Minimum of 20 feet

VARIANCE REQUEST

The Yoem Pueblo, which is fee simple land owned by the Pascua Yaqui Tribe has been established and structures have been erected prior to the incorporation of the Town of Marana. Currently, 23 residential structures and a community center exist on the 2 properties. The Pascua Yaqui tribe desires to plat the properties into individual lots to clearly define each resident's property areas, and reduce ambiguity within the community.

Since the community and the buildings have existed prior to the Town's incorporation, many of the individual zoning requirements cannot be achieved during the platting process, and thus several variance requests have been put forth by the applicants.

The applicant is requesting the following 3 variances:

1. A variance from Section .05.02.01C of the Town of Marana Land Development Code, which establishes the required building setbacks from Zone A. Current existing structures on the property are erected so that minimum side setbacks cannot be established through the platting process, due to the compact building separations. There are also instances where existing buildings are located too close to existing streets and current parcel boundaries, and meeting the current Zone "A" front and back setbacks would not be possible once platted. Please see site plan for various locations called out by "001".
2. A variance from Section 4 and Appendix Standard Detail No. 1 of the Town of Marana Subdivision Street Standards Manual, which establishes the required right-of-way width based on street type and streets width in accordance with public works standards. Current streets within the development are classified as local residential streets by the Town of Marana, and would require a 46 foot right of way and 32 feet of pavement from face of curb to face of curb. The variance is necessary for the preservation of the existing roads and residential homes. The owner is proposing 20 feet of right-of-way and to preserve the current 20 feet of pavement. Please see site plan for locations detailed by call out "002".
3. A variance from Section 17.03.07 of the Town of Marana Land Development Code, which establishes the required landscape buffer yard width based on zoning designation. The variance is requested to depart from the landscape and bufferyard ordinance requirement, because there is not enough separation between the existing structures and the property line to allow for adequate bufferyards and landscaping. The applicant is proposing to provide a wrought iron view fence at a minimum height of 4'-11" along the property line adjacent to Barnett Road. Staff is recommending a condition of approval for the property line along Barnett to be screened by semi private fencing, which design would need final approval from the planning department prior to construction. Please see site plan for locations detailed by call out "003".

The applicant requests the following interpretations of the Town of Marana Land Development Code:

1. An interpretation of Section 06.03.02 Paragraph N, which states, "All irrigation channels and ditches, either within the subdivision or adjacent thereto, within perimeter easements or the nearest ½ of a street or alley right of way, shall be reconstructed for the purposes of enclosure in accordance with a specific plan and schedule acceptable and agreed upon by the Town Engineer, the subdivider and the owner of the irrigation facilities. Such undergrounding shall be done in accordance with Town and Irrigation District Standards. An interpretation is requested for whether this section applies since the future plat is being recorded for an existing development and the irrigation canal enclosure provision was enacted after this development was established and occupied by residents. If the Board finds these standards do apply, the applicant requests a variance from these standards.
2. An interpretation that the provision of Town of Marana Land Development Section 08.06 (Residential Design), including neighborhood and residential design and whether these standards apply. The plat is being recorded for an existing development, and were originally enacted after the development was established an occupied. If the Board finds these standards do apply, the applicant requests a variance from these standards.

CRITERIA FOR A VARIANCE

ARS Section 9-462.06 and Section 2.03 of the Marana Land Development Code require that, following a public hearing, the Board of Adjustment may grant a variance only when it can be demonstrated that all of the following three (3) criteria have been met.

1. **Special conditions and circumstances exist which are applicable to the property, including its size, shape, topography, location or surroundings, and the strict application of the zoning ordinance will deprive the applicant of privileges enjoyed by other properties of the same classification in the same zoning district.**

   The plat is being recorded for an existing development which existed prior to incorporation of the Town, and standards within the Town of Marana Land Development Code and Town of Marana Subdivision Streets Standards Manual were adopted after the development was established and occupied by residents. The development met and was permitted in accordance with the standards that were adopted by overseeing jurisdiction at the time it was erected.

2. **The alleged hardships caused by enforcement of the ordinance are not self-imposed.**

   The subdivision plat is being recorded for an existing development, and Town codes and standards were adopted after the structures were established and occupied.

3. **Granting the variance will not confer upon the applicant a special privilege that is inconsistent with the limitations upon other properties in the vicinity and zone in which such property is located.**

   Other developments exist within Town boundaries that were built prior to the incorporation of the Town, and are currently held to the standards that were in place during the time of construction and not to current town standards that were adopted after their establishment.

PUBLIC NOTIFICATION

Public notice for the hearing was published in the newspaper as well as posted at various locations within Town. In addition, public hearing notification letters were mailed to all owners of properties within 300 feet of the site. Two notices were posted on the property. (One along Barnett Road and one on Sandario Road).

STAFF RECOMMENDATION: APPROVAL WITH THE FOLLOWING CONDITION:

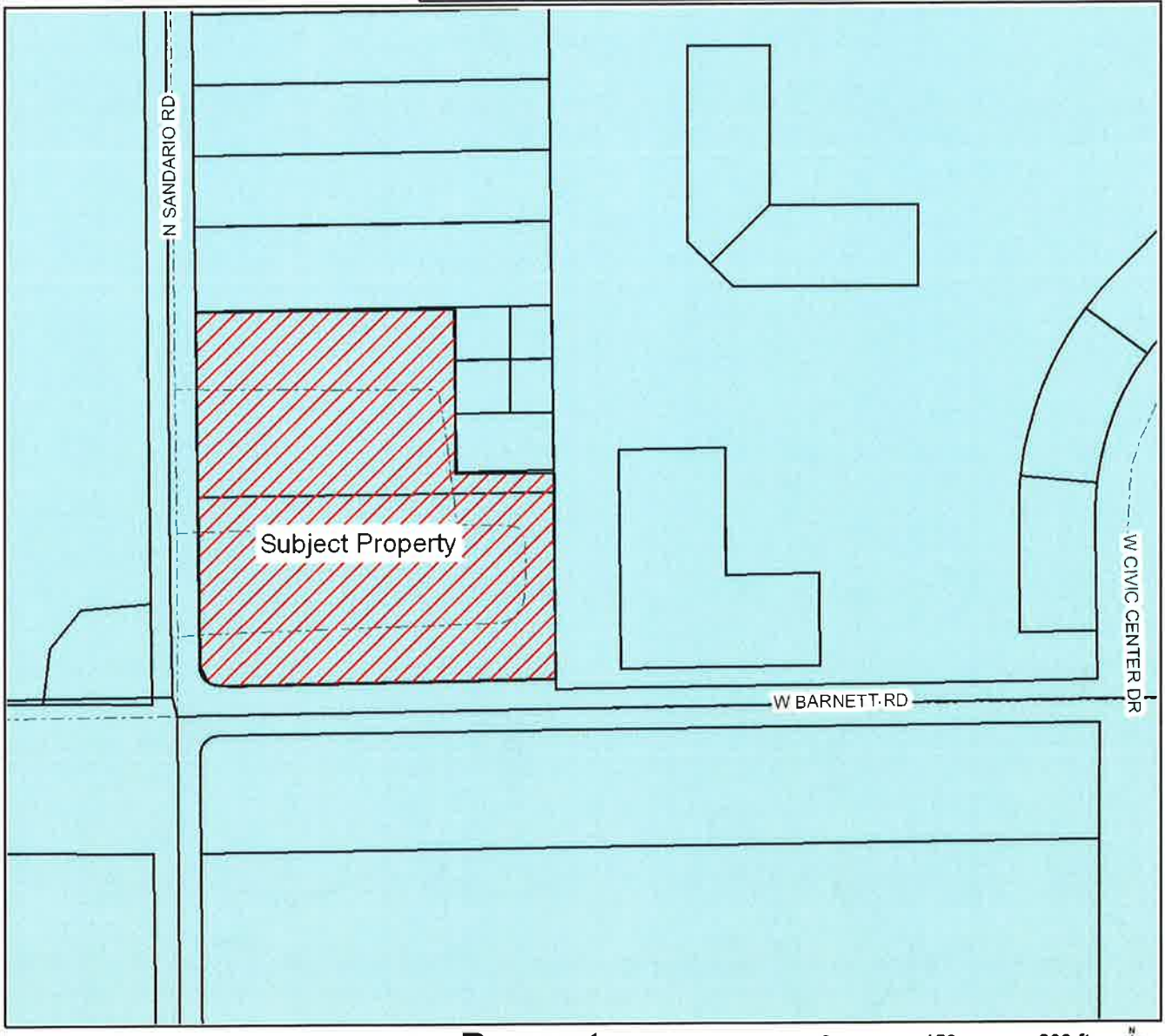
1. SEMI-PRIVATE FENCING BE PROVIDED ALONG PROPERTY LINES ADJACENT TO BARNETT ROAD. SEMI-PRIVATE FENCING BE INCORPORATED IN WITH THE LANDSCAPE BUFFER ALONG SANDARIO ROAD. THE DESIGN MUST BE APPROVED BY THE PLANNING DEPARTMENT PRIOR TO CONSTRUCTION OF THE FENCING.

SUGGESTED MOTION

I move to approve Case No. VAR-14015, Yoem Pueblo Subdivision Variances.

Yoem Subdivision Variance and Interpretation Request

CASE VAR-14015



Request

0 150 300 ft.

A request by the Pascua Yaqui Tribe of Arizona for 2 interpretations and 3 variances from the Town of Marana Land Development Code and Subdivision Street Standards Manual.

Data Disclaimer: The Town of Marana provides this map information 'As Is' at the request of the user with the understanding that is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. In no event shall The Town of Marana become liable to users of these data, or any other party, for any loss or direct, indirect, special,incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 6

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: August 4, 2015

Subject: Approval of June 30, 2015 Special Council Meeting Minutes (Jocelyn C. Bronson)

Attachments: Draft 06-30-2015 Special Council Meeting Minutes

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 30, 2015, at or after 6:00 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

SPECIAL COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:00 p.m. **Town Clerk Bronson** called roll. Council Member Ziegler was excused, Council Member McGorray participated telephonically, and Council Member Bowen arrived at the dais at 6:07 p.m. There was a quorum present prior to Council Member Bowen's arrival.

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

APPROVAL OF AGENDA. ***Motion to approve, removing Item P 1, by Vice Mayor Post, second by Council Member Kai. Passed unanimously 6-0.***

CALL TO THE PUBLIC. Debbie Shepherd addressed Council with her concerns with the Planning Director and the Planning Commission actions regarding the Marana 59 project.

PROCLAMATIONS

1 Proclamation: August 2015 as Drowning Impact Awareness Month

Ms. Bronson read the proclamation into the record.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS
No reports.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS
No reports.

PRESENTATIONS

P 1 Presentation: Relating to Recreation; presentation regarding the 33rd El Tour de Tucson (Jocelyn Bronson) (Removed from the agenda per request by the presenters until the August 4, 2015 meeting.)

CONSENT AGENDA. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously 6-0.***

C 1 Resolution No. 2015-067: Relating to Utilities; approving and authorizing the Utilities Director to execute Amendment No. 1 to Resource Aggregation Contract No. 11 DSR 12215 among United States Department of Energy Western Area Power Administration, Town of Marana, Arizona, Utilities Department, and Arizona Electric Power Cooperative, Inc. (John Kmiec)

C 2 Resolution No. 2015-068: Relating to Development; approving a final plat for The Estates at the Tortolita Foothills, Lots 1-7 and Common Area "A" (Private Streets and Utilities), generally located along the south side of Moore Road between Camino De Oeste and Thornydale Road (Ryan Mahoney)

C 3 Resolution No. 2015-069: Relating to Real Estate; reclassifying and designating certain Town-owned land adjacent to Ina Road immediately east of Interstate 10 as Ina Road public right-of-way (Frank Cassidy)

C 4 Resolution No. 2015-070: Relating to the Police Department; approving and authorizing the Chief of Police to execute a renewal of an intergovernmental agreement between the State of Arizona Department of Public Safety and the Town of Marana regarding the administration, funding and operation of the Arizona Vehicle Theft Task Force for fiscal year 2016 (Lisa Shafer)

C 5 Resolution No. 2015-071: Relating to Development; approving a final replat for Saguaro Bloom Block 4 (formerly Saguaro Springs Block 4) lots 441, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 549, 556, 559, 560, 579, 607, and Common Areas 'A' and 'B'. (Shannon Shula)

C 6 Approval of April 28, 2015 Special Council Meeting Minutes and June 16, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

DRAFT

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B 1 Resolution No. 2015-072: Relating to Boards, Commissions and Committees; approving the appointment of Brad DeSpain to the Marana Public Safety Personnel Retirement System local board (Jocelyn Bronson) **Mayor Honea** noted that he chairs this Board and that this would be a re-appointment of Mr. DeSpain to another term. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously 6-0.***

COUNCIL ACTION

A 1 Resolution No. 2015-073: Relating to Administration; authorizing the Town Manager to direct staff to close the relief effort account for the victims of Hurricane Katrina established by Resolution No. 2005-120 and to donate any funds remaining in the account (Jane Fairall). Ms. Fairall noted that about $550 remains in this account from various contributors. She asked for Council direction to distribute these proceeds and close this account. After hearing several options, the Council chose to distribute the balance of the account to the American Red Cross. ***Motion by Mayor Honea to approve the American Red Cross as the designated recipient of the remaining proceeds, second by Vice Mayor Post. Passed unanimously 6-0.***

A 2 Resolution No. 2015-074: Relating to Real Property; approving and authorizing the Mayor to execute an Option and Wireless Communications Facility Lease Agreement with Verizon Wireless LLC for the lease of approximately 864 square feet of Town-owned property at the Town of Marana water reservoir site located at Linda Vista Boulevard and Hartman Lane (Jane Fairall). Presented by **Ms. Fairall.** After Council discussion, ***Vice Mayor Post moved to approve, seconded by Council Member Bowen. Passed unanimously 6-0.***

A 3 Resolution No. 2015-075: Relating to Municipal Court; approving a recruitment and selection process and a job posting, including minimum qualifications and salary range, for the position of Town Magistrate (Jane Fairall). Ms. Fairall noted that after serving as magistrate for several years, Judge Charles Davies tendered his resignation, effective July 31, 2015. She reviewed the recruitment and selection process, including qualifications and salary. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 6-0.***

A 4 Ordinance No. 2015.015; Relating to Utilities; changing the name of the Marana Utilities Department to the Marana Water Department; and making global conforming revisions to the Town Code. Presented by **John Kmiec**, who briefed the Council on the reason for the name change which was basically to create a stronger brand identity and avoid further confusion for citizens who assumed that "utilities" meant all utilities. Further, the original name of the department in 1997 was the Marana Water Department. In 2007, the name was changed to "Utilities." This ordinance begins the process to revert back to Marana Water Department.

Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously 6-0.

A 5 Resolution No. 2015-076: Relating to Utilities; approving and authorizing the Mayor to execute an agreement with B.K.W. Farms, Inc. for in lieu water deliveries and storage. **John Kmiec** presented this as a new opportunity which recently opened up to use BKW Farm's groundwater savings facility to deliver our CAP water directly to them. He noted that this was beneficial to the town and BKW Farms. Moving forward if the agreement is approved it will yield cost savings. We will not pay a water storage fee. Currently, there is a $15/acre foot charge for deliveries to the Lower Santa Cruz recharge project. BKW will provide the town with a $12/acre foot incentive to deliver the water to their farms. Also, because water resources are lost due to evaporation and ADWR affixes an evaporation rate to what gets delivered to any recharge projects in a year, that is subtracted from our CAP allocation and what we get credit for. Also, another term is safe harbor, and that extends to a larger area of our production wells than we would with the Lower Santa Cruz recharge project northeast of the airport. ADWR determines safe harbor or the hydrologic benefit of using renewable resources by the one mile buffer of where you use it. So when we get our CAP water delivered to Marana, it benefits directly around the recharge project within a one mile buffer around the single delivery point. By using the BKW groundwater savings facility permit, it benefits more of our production wells by saving more groundwater pumping in a much larger geographic area. He then went through the numbers relative to savings.

The recommendation from the water department are to execute an agreement for storage at their groundwater savings facility, and the town will acquire any needed permits.

Motion to approve by Council Member Bowen, second by Council Member Kai. Passed unanimously 6-0.

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 Relating to Utilities; Update on the Town of Marana's Water resources with discussion and possible action regarding potential water resource opportunities with Avra Water Co-op. Presented by **John Kmiec** who began by reviewing the renewable water resource portfolio. We have another renewable resource which is the effluent from the wastewater treatment plant. This is producing just over 350 acre feet a year now. We have projections based on the building out of North Marana, and we know these projects will move and flow with the economy. Our projections go from 370 to possibly 1700 acre feet a year, and ultimately 4,000 acre feet a year. That is a renewable resource that this community generates and grows. The potential with the Co-op is an 808 acre foot of CAP Priority 3 allocation that Avra Water obtained several years ago that they have not been able to use in their water service area. They are considering reallocating this water back to CAP to be allocated to another user. Currently, there is a gap between the total system demand and the renewable resources we have. We have to make up with either one-time groundwater credits that we already have or long-term storage credits that we have been purchasing over the years. Those are not renewable resources. Mr. Kmiec indicated on a graph the current deficit situation, noting that the gap continues even though our renewable supplies are growing with the effluent. If the town is able to work with Avra Water

and they end their contract for their CAP allocation, then Marana can put itself in a position of having that water allocated to the town and the gap closes by having the 808 acre feet of Priority 3 water in the same scenario. There is a very short period of time where the town is banking water and banking extra credit water for the future.

Overall, the town is in a good position to work with Avra Water Co-op on this. One of the things we would have to do is demonstrate that the town will geographically benefit from what Avra Water is currently using. Staff believes, based on the General Plan area and based on Avra Water being located in the Picture Rocks area, that we will be in a strong position to go before ADWR and demonstrate that we are a contiguous community above the aquifer where the CAP water can still benefit the region as a whole.

Mr. Kmiec noted that the discussions are preliminary at this time, but he wanted Council to be aware of the potential for the reallocation process so that he could use his and his staff's time to discuss this with ADWR and CAP should the opportunity arise. This is a presentation only, but Council can provide direction for continuing discussions with Avra Water. ***Motion by Council Member Bowen to direct staff to continue negotiations with Avra Water to see if we can obtain this water. Second by Council Member Comerford. Passed unanimously 6-0.***

D 2 Relating to Administration; report to the Town Council pursuant to Marana Town Code Section 3-4-4 regarding an emergency purchase. **Erik Montague** presented a report to Council as required by the Town Code relating to the stabilization of the affected development. Morris Reyna from the Engineering department was also present. In the fall of 2014, the Public Works department, as part of their normal maintenance within The Pines development, identified some collapsing and lifting of roadways, asphalt, and supporting flatwork. Engineering and Public Works collaborated to determine the cause. It appears there is a 25-foot pit that was filled in as part of the site preparation for the development. It further appears that although it was filled with soils, it may not have been filled with engineered and compacted soils. Over time and an infiltration of water, those soils are now compacting. The group worked with the home builder to identify solutions for the public right of way and portions of the private development. A possible vendor was identified to meet the overall timelines to make the repairs before significant moisture occurs with the monsoon season. Since that season is already upon us, time is of the essence.

The recommended treatment is a two-step treatment; the first step will be to treat the soils at a depth of up to 25 feet with a filler – a structural urethane product that once it goes through its process will be stabilized in the ground for some time. Once that is done up to a few feet of the soil surface the second treatment will use a different product, an expanding material, that will lift portions of the sidewalk, asphalt and other sections as determined necessary. Based on the overall timeframe and the significance of the safety factors related to uneven pavement, Public Works requested that we treat this as an emergency and stabilize that as soon as we can. The estimated impact on the public right of way piece is a little over $100K. Tied to that will be additional stabilization work that will be by or done by and paid for separately by Richmond American for the private portions of those properties. Public Works, working with the engineering group, has reviewed the proposals submitted for this work and determined that the

approach techniques and costs are reasonable and requested that we move forward with this emergency. This is a full report and no action is required to Council.

Council Member Kai asked if there was a warranty period involved when the town accepted responsibility for maintaining the streets. **Mr. Montague** responded that there was a warranty period. Usually, it's up to one year, but it can be longer. **Council Member Kai** indicated that it might be better to wait until we know more before accepting the streets. **Mr. Montague** stated that the priority is to stabilize the existing condition and then see if there is any additional opportunity to cover these costs. **Council Member Comerford** agreed with Council Member Kai. We want to make it safe right away for our citizens, but she is concerned if this is a liability caused by the builder that we make it clear that this is not acceptable. **Mr. Davidson** interjected that the original builder was Standard Pacific, but that Richmond American is taking responsibility for repairs for the private portions. **Mayor Honea** agreed. No action is necessary.

D 3 Relating to Administration; discussion, consideration and possible action regarding potential amendments to the Town Manager's Employment Agreement between the Town of Marana and Gilbert Davidson approved on July 2, 2013. **Ms. Fairall** noted that this item should follow the executive session, E 2.

Council reconvened on the dais at 7:15 p.m. Council Member McGorray was again connected telephonically. ***Mayor Honea made a motion, seconded by Council Member Comerford, to give Mr. Davidson a two-year contract as it was before, except for the dates. That includes the 100 hours of sell back and $190,000 salary.*** **Ms. Fairall** noted that there's actually no term in the current agreement. It's got an open term; it's effective when it's approved by Council and continues in full force and effect unless it's terminated by either party. **Mayor Honea** asked Council if there was an objection to the two-year contract. There being no further discussion, ***the Council voted 6-0 in favor of the motion.***

EXECUTIVE SESSIONS

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.

2. Executive Session pursuant to A.R.S. §38-431.03 (A)(1) to discuss and evaluate the performance of Town Manager Gilbert Davidson. ***Motion to go into executive session at 6:45 p.m. by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 6-0.***

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Upon motion by Vice Mayor Post, second by Council Member Bowen, the meeting adjourned at 6:17 p.m. Passed unanimously 6-0.***

CERTIFICATION. I hereby certify that the foregoing are the true and correct minutes of the public session of the Special Council Meeting held on June 30, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item B 1

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2015-082: Relating to Boards, Commissions and Committees; making appointments to the Marana Municipal Property Corporation Board of Directors (Jane Fairall)

Discussion:

Marana Resolution No. 89-08 approved the formation of the Marana Municipal Property Corporation (MMPC) with the purpose of financing the costs of acquiring, constructing, reconstructing or improving buildings, equipment and other real and personal properties suitable for use by and for leasing to the Town of Marana. The resolution also approved the articles of incorporation and the bylaws for the MMPC. The articles of incorporation provide that the MMPC shall be managed by a board of not less than three directors, each of whom shall be a Town resident, appointed by the Town of Marana Council for terms of four years, and the bylaws set the number of directors at five.

The last appointments to the board took place on April 15, 2008, when Councilmembers McGorray and Kai were appointed, along with Hurvie Davis, Dan Sullivan and Roger Forrester. These board members' terms expired in 2012; however, their terms were held over until their replacements could be appointed. The Town has advertised for the vacancies on the board and three qualified candidates - George Kennedy, Lori Malangone, and Jeff Bronaugh, have expressed their desire to serve. The applications of George Kennedy, Lori Malangone, and Jeff Bronaugh are included in the Council's packet. In addition, Councilmembers McGorray and Bowen have expressed interest in serving on the board.

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

1. Interview one or more applicants either in public or in an executive session scheduled for that purpose.

2. Make one or more appointments.
3. Order the solicitation of additional applications.
4. Take any other action it deems appropriate.

Staff Recommendation:

Staff recommends the appointment of Carol McGorray, Dave Bowen, George Kennedy, Jeff Bronaugh, and Lori Malangone to the MMPC Board of Directors.

Suggested Motion:

I move to adopt Resolution No. 2015-082, appointing Carol McGorray, Dave Bowen, George Kennedy, Jeff Bronaugh, and Lori Malangone to the MMPC Board of Directors.

Attachments: Resolution 2015-082
George Kennedy Application
Lori Malangone Application
Jeff Bronaugh Application

MARANA RESOLUTION NO. 2015-082

RELATING TO BOARDS, COMMISSIONS AND COMMITTEES; MAKING APPOINTMENTS TO THE MARANA MUNICIPAL PROPERTY CORPORATION BOARD OF DIRECTORS

WHEREAS Marana Resolution No. 89-08 approved the formation of the Marana Municipal Property Corporation (MMPC) with the purpose of financing the costs of acquiring, constructing, reconstructing or improving buildings, equipment and other real and personal properties suitable for use by and for leasing to the Town of Marana; and

WHEREAS Marana Resolution No. 89-08 also approved the articles of incorporation and the bylaws for the MMPC; and

WHEREAS the articles of incorporation of the MMPC provide that the MMPC shall be managed by a board of not less than three directors, each of whom shall be a Town resident, appointed by the Town of Marana Council for terms of four years, and the bylaws set the number of directors at five; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, appointing Carol McGorray, Dave Bowen, George Kennedy, Jeff Bronaugh, and Lori Malangone to the Marana Municipal Property Corporation Board of Directors with terms expiring August 3, 2019.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of August, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

George Alfred Kennedy

George Kennedy is an independent business owner and retired senior level U.S. Department of State executive with over 25 years of international and domestic experience in public affairs and media relations, governmental policy issues management, and program direction in complex cultural and business environments.

His areas of expertise include strategic planning, press/media relations, advocacy/business outreach, project/resource management, and negotiation/conflict resolution. He held management and public affairs positions in Washington, DC, Italy, Germany, Belgium, France, South Korea, the Philippines, and Canada.

In retirement, following a distinguished career in the Foreign Service of the United States, George co-founded a professional services firm to deliver premier advice for businesses seeking growth opportunities in both domestic and foreign markets. Mr. Kennedy is a strong advocate for female and minority business empowerment and, as an executive editor for special projects, has authored and co-authored a series of articles on empowerment issues published by The Black Business Journal of Houston, TX. Since 1997, he has served on the boards of several technology companies in the Greater Washington (DC) Metropolitan Area and in Toronto Canada.

Mr. Kennedy was a political advisor to Maynard Jackson, the former Mayor of Atlanta, and has authored a series of strategy pieces for several members of Congress and three presidential candidates. He is a member of the Board of Advisors for the School of Social and Behavioral Sciences at the University of Arizona in Tucson, AZ., and a member of the Board of Directors of the United Way for Tucson and Southern Arizona. A member of the Marana, AZ Chamber of Commerce, George is the Chair of the Economic Development Committee. George works closely with the Marana chamber president and local town officials on issues related to business development and the local economy.

The capstone of Mr. Kennedy's career was an assignment as the U.S. Consul General in Toronto, Ontario, Canada where he played a leading role to defuse tension in the U.S.-Canadian relationship and build civic and business support for the North American Free Trade Agreement (NAFTA).

As a Senior Advisor to Ronald H. Brown, former U.S. Commerce Secretary, he helped plan the Secretary's international agenda and accompanied him on his initial trade and investment missions to Latin America, Asia, Europe, and the Middle East. Earlier, Mr. Kennedy was a Deputy Assistant Secretary of State for Public Affairs at the Department of State in Washington, D.C. under Margaret Tutwiler and Secretary of State, James A. Baker III.

There, he represented the State Department at daily meetings of the White House Gulf Strategy Working Group prior to the Gulf War in 1991, and supervised the Office of Public Affairs participation in creating the Citizens Democracy Corps that engaged the U.S. private sector in developing democratic institutions in the former Soviet Union.

Mr. Kennedy holds a Bachelor's Degree from the University of Oregon at Eugene, and two Masters' Degrees from the Johns Hopkins (Paul H. Nitze) School of Advanced International Studies in Washington, D.C. He has received management and program direction awards for G-7 Summits, business outreach, and innovative public affairs initiatives.

Submitted On: Jul 14, 2015 @ 3:07PM **Submitted By:** anonymous visitor

Board or Commission :	Marana Municipal Property Corporation
Please upload your resume here.:	https://cf3f57af16bb5b6ead65-82e9bc2f6ed316fb2b76302fa58ef6c2.ssl.cf2.rackcdn.com/rJwlYv
First Name:	George
Last Name:	Kennedy
Email:	[redacted]
Full Address:	[redacted]
How many years have you lived at this address?:	10
How many years have you lived in Marana?:	10
Phone Number (Daytime):	[redacted]
Phone Number (cell or home):	[redacted]
Occupation:	Retired Senior Federal Executive/Independent Businessman
Employer:	Self-employed
What is your vision for the Town?:	To continue its evolution as a viable, self-sustaining community for the businesses and citizens of Marana, and to become a Mecca for growth and opportunity for others.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?:	Control its water resources, expand its tax/revenue base, improve its schools, and improve its infrastructure.
What do you see as the Town's best asset to bring visitors and new residents to the Town?:	Its growing reputation as one of the most Progressive communities in Southern Arizona.
Please explain your professional background:	See bio material.
Describe your experience working with a Council-appointed board or commission:	None to date.

Describe a time when you had to stand firm and make a tough or unpopular decision:	Downsizing a major element within the U.S. Department of State to conform to budget requirements; as a senior advisor to the U.S. Secretary of Commerce; and as advisor to Secretary of State James Baker during the G-8 Economic Summit/French Bicentennial in 1989.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.:	Placing the interests of the Town of Marana first.
Full Name:	Tony Penn
Full Address:	CEO of United Way of Tucson and Southern Arizona Tucson AZ
Relationship:	Am a member of his Board of Advisors
Phone Number:	[redacted]
Full Name:	John Paul Jones
Full Address:	Dean, School of Social and Behavioral Sciences (SBS), Univ. of Ariz. Tucson AZ
Relationship:	Member of his Board of Advisors
Phone Number:	[redacted]
Phone Number:	[redacted]
Name of Business:	None
Person with Interest:	None
Type of Interest:	None
Additional Information:	
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?:	No
If Yes, please explain:	

Are you, a relative, or any member of your household an employee of the Town of Marana?:	No
If Yes, please explain:	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?:	None
Signature Data:	Name: George Kennedy Email [redacted] 
Full Date:	07 14 2015

info gathered by: seamlessdocs.com

Executive Summary:

- **Program Development:** Wrote and implemented four grant funded programs over the past three years
- **Grants Management**: Provided oversight for under 10 grant contracts over the past seven years ensuring contractual compliance
- **Fund Development**: Mobilized the AzYP Ragnar Relay team to raise private donations over the past three years
- **Staff Supervision:** Seven years experience in employee supervision and a proven track record of creating and retaining positive, results-oriented teams

Education:

Northern Arizona University, Tucson, Arizona
Master of Education, Elementary Education — December 2009

University of Arizona, Tucson, Arizona
Bachelor of Liberal Arts with Social Sciences Concentration — May 2004

Professional Experience:

Arizona Youth Partnership, Tucson, AZ

Executive Director — May 2013- Present

Oversee program development and implementation

- Provide leadership for a team of 37 employees
- Oversee organizational budget of over $2.2 million focused on abstinence education, substance abuse prevention, and family strengthening programs for rural and underserved youth and families in eight counties across Arizona
- Manage contractual compliance for over 15 fund sources including federal, state, county, and local programs.

Deputy Director — March 2012- May 2013

Oversee program development and implementation

- Hire, Train and Supervise program staff
- Develop and monitor programmatic budgets
- Oversee and prepare reports required by fund sources
- Assure and maintain contractual compliance with fund sources
- Led the expansion of the current Arizona Department of Health Services Title V contract with an amendment to serve Yuma and La Paz Counties with Healthy Relationship Education
- Developed an Memorandum of Understanding with Mohave County Probation to contract 65 days at Harbor House from October 2012- June 2013
- Successfully submitted an application for Shelter Care Services through the Administrative Office of the Courts for a bed at Harbor House
- Secured a Pima County Emergency Solutions Grant to support the Building Futures for Families Marana Resource Room
- Serve as primary contact with fund sources including Governor's Office for Children, Youth and Families and the Arizona Department of Health Services.

Director of Foundations for Youth — November 2009- March 2012

Manage and Implement Statewide Youth Programs

- Train and supervise 12 staff in rural areas across the state including Globe, Sahuarita, Springerville, Ajo and Kingman

- Oversee program implementation for an Arizona Department of Health Services Abstinence Education Grant Office of Juvenile Justice and Delinquency Prevention Title II Formula Grant Wake Up! Program and a Community Based Abstinence Education Grant
- Coordinate and complete process and program evaluation reports
- Complete reports and manage program budgets
- Comply with all contract deliverables and requirements
- Worked with a team to write and obtain a charter from the Arizona State Board for Charter Schools
- Designed and wrote two (2) Arizona Department of Health Services grants for the Healthy Relationship Education program
- Wrote and secured, with the Executive Director, for a Basic Center Grant through the Department of Health and Human Services- Administration for Children, Youth and Families.

Abstinence Education Team Leader May 2006- November 2009

Supervise Staff and Coordinate Teen Pregnancy Prevention Program

- Managed program goals and requirements for three (3) Arizona Department of Health Service abstinence grants and a federal Community Based Abstinence Education (CBAE) grant
- Supervised a team of seven (7) educators
- Oversaw the scheduling of the program across 22 communities and over 10,000 youth
- Coordinated evaluation for federal CBAE grant including 6 and 12 month follow up
- Ensured goals of the programs were met

Abstinence Educator February 2005- May 2006

Facilitate Curricula Based Program in a Classroom Setting

- Scheduled presentations and prepared appropriate materials
- Tracked Participants to ensure goals are met
- Completed reports and paperwork for grant requirements

Tucson Community Church, Tucson, AZ

Ministry Coordinator May 2004- January 2006

Organize specific ministries within the church

- Recruited and supervised a team of 10-15 volunteers
- Created lessons and format for children's' classes
- Created and printed weekly program
- Managed small group leaders and lessons

Certifications:

- Arizona Teacher Certification in Elementary Education (1-6)
- Certification in Middle School Social Studies (6-8)
- Certification in Middle School Language Arts (6-8)

Professional Activities:

- President (2009-2011) of Arizona Partners for Abstinence Education; Treasurer (2011-current)

Submitted On: Jul 14, 2015 @ 3:24PM **Submitted By:** anonymous visitor

Board or Commission :	Marana Municipal Property Corporation
Please upload your resume here.:	https://cf3f57af16bb5b6ead65-82e9bc2f6ed316fb2b76302fa58ef6c2.ssl.cf2.rackcdn.com/FNK7hA
First Name:	Lori
Last Name:	Malangone
Email:	[redacted]
Full Address:	[redacted]
How many years have you lived at this address?:	6
How many years have you lived in Marana?:	I grew up in Marana Unified School District at Ina/Thornydale
Phone Number (Daytime):	[redacted]
Phone Number (cell or home):	[redacted]
Occupation:	Executive Director
Employer:	Arizona Youth Partnership
What is your vision for the Town?:	My vision is for Marana continue to grow and be a great place to live and work. I'd also like to see Marana become recognized on it's own rather than being a suburb of Tucson. I think Marana is a great place with a wonderful Police Department, School District and local government and I'd like to see that continue as we grow.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?:	In the next 5-10 years, bringing business to Marana is extremely important to build the community. The housing market continues to be difficult especially as many of the newer places in Marana were built during the housing bubble and continue to see short sales and foreclosures. I see Marana's growth continuing and continued growth always brings challenges also.
What do you see as the Town's best asset to bring visitors and new residents to the Town?:	Marana has great "curb appeal" and great roads that I think are important to bring in new residents and visitors. I also think the family friendly atmosphere and amenities of the neighborhoods and parks are helpful. More places to work in Marana so that more people will want to live here will also bring visitors and residents.
Please explain your professional background:	My experience is in the nonprofit sector and includes churches and youth serving organizations. I have served as the Executive Director of Arizona Youth Partnership since 2013 and before that I served as the Deputy Director. I have experience in program development, grant writing, board development, fund development, staff supervision, and non profit governance.

Describe your experience working with a Council-appointed board or commission:	I have not worked with a Council-appointed board or commission. I have served on boards and coalitions in the past. Currently, I work directly for a Board of Directors which gives me a different perspective also.
Describe a time when you had to stand firm and make a tough or unpopular decision:	Arizona Youth Partnership opened a charter school, Open Doors Community School, in Marana in 2013. Three months before the school opened, key leadership left the organization, and I was faced with continuing the plan to open the school despite internal and external opposition to not open mostly due to financial concerns. The school had already been delayed a year, we had students enrolled, we had invested a great amount of resources already so that we could not give up and not open. I had to deal with internal staff and external hurdles due to making the tough decision of moving forward with opening. It was difficult, but the school successfully opened in August 2013 and is going strong in its third year.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.:	The most important way to maintain objectivity and to represent the Town of Marana is to be clear on what my role is and to be aware of that role when making decisions and voting as a member of the board. It is also important to look at all sides of a situation and to see a situation from all perspectives. That requires stepping outside of personal ideas and values and seeing something from another's perspective. This is especially important when making a tough decision. In most cases, all perspectives have some reasonable aspect to them that should be considered in order to make the most objective decision.
Full Name:	Shirley Lamy
Full Address:	[redacted]
Relationship:	Co-worker
Phone Number:	[redacted]
Full Name:	Daniel Stolzfus
Full Address:	[redacted]
Relationship:	Colleague/Former Supervisor
Phone Number:	[redacted]
Phone Number:	[redacted]
Name of Business:	N/A
Person with Interest:	N/A
Type of Interest:	N/A

Additional Information:	N/A
Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?:	No
If Yes, please explain:	N/A
Are you, a relative, or any member of your household an employee of the Town of Marana?:	No
If Yes, please explain:	N/A
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?:	N/A
Signature Data:	Name: Lori Malangone Email: [redacted] Lori Malangone
Full Date:	07 14 2015

info gathered by: seamlessdocs.com

Founder and Managing Partner□□Jeff Bronaugh, CPCU, CLU, ChFC, CIC
jeff@bceconsulting.co□

With over 30 years of experience in the insurance industry, Jeff's background includes technical underwriting for national accounts, design of insurance contracts, regulatory filings, risk management, marketing, sales, and general management.

He worked in executive management for a major insurance company in Seattle before joining the insurance brokerage business, where he represented clients' interest in areas of risk management and placement of insurance to include property and casualty, employee benefits, and business succession planning.

Jeff served as president of a major bank-owned insurance brokerage in Honolulu with clients throughout the Pacific Rim and as managing director of a top-50 insurance brokerage for an international bank working out of the Phoenix Arizona. He specializes in insurance company and agencies sales, operations and strategic planning and bank-owned insurance sales and service operations.

In addition to serving on various community service boards, Jeff is past president of the Seattle and Hawaii Chapters of the Chartered Property & Casualty Underwriters Society (CPCU) and served on the board of directors of both Seattle and Hawaii Chapters of the Society of Financial Services Professionals. He is past-chair of the National CPCU Risk Management Interest Group and currently serves on the Professional Resource Group for the National CPCU Society.

Board and Commission Application

Submitted On: Jul 28, 2015 @ 11:11AM **Submitted By:** anonymous visitor

Board or Commission :	Marana Municipal Property Corporation
Please upload your resume here.:	https://www.filepicker.io/api/file/AP42qgQbQmSI00rAK95E
Please upload any other documentation here.:	https://www.filepicker.io/api/file/Ewck3FXRQmfvSfVesG3O
First Name:	Jeffery
Last Name:	Bronaugh
Email:	[redacted]
Full Address:	[redacted] 85658
How many years have you lived at this address?:	5
How many years have you lived in Marana?:	5
Phone Number (Daytime):	[redacted]
Phone Number (cell or home):	[redacted]
Occupation:	Managing Partner
Employer:	B C E Consulting, LLC
What is your vision for the Town?:	Positive steady economic growth providing quality of life and quality education for generations to come.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?:	Growing pains associated with positive economic growth areas. However, with the current positive business friendly town officials, combined with strong positive relationship with the Marana Chamber and true concern for the businesses and citizens of Marana, the overall impact of traditional issues should be mitigated and handled well.
What do you see as the Town's best asset to bring visitors and new residents to the Town?:	The relationship and positive working relationship between the Town of Marana, Chamber and Business community.
Please explain your professional background:	Executive Management and Business Development. Please see my Linkedin resume https://www.linkedin.com/profile/edit?trk=nav_responsive_sub_nav_edit_profile

Describe your experience working with a Council-appointed board or commission:	None previous
Describe a time when you had to stand firm and make a tough or unpopular decision:	Have completed two business turnarounds. Inherited and completed in our favor a lawsuit, mediation and multiple disputes. Reorganized staffs and companies in the process.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.:	I will recuse myself from all conflicts of interest and operate in full transparency for the Town of Marana.
Full Name:	Ed Stolmaker
Full Address:	[redacted] Marana AZ 85653
Relationship:	Business Associate for Marana Chamber Board of Directors
Phone Number:	[redacted]
Full Name:	Bill Dorgan
Full Address:	[redacted] Tucson AZ 85716
Relationship:	Serving jointly on the Marana Chamber Board of Directors
Phone Number:	[redacted]
Phone Number:	[redacted]
Name of Business:	None
Person with Interest:	None
Type of Interest:	None
Additional Information:	none

Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?:	No
If Yes, please explain:	none
Are you, a relative, or any member of your household an employee of the Town of Marana?:	No
If Yes, please explain:	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?:	None
Signature Data:	Name: First Name: Jeffery Last Name: Bronaugh Email: Email Address:[redacted]
Full Date:	07 28 2015

Board and Commission Application

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 1

To: Mayor and Council

From: Brian Varney, Planner II

Date: August 4, 2015

Strategic Plan Focus Area:
Commerce, Community

Subject: PUBLIC HEARING: Ordinance No. 2015.016: Relating to Development; approving a rezoning of approximately 508 acres of land generally located one mile north of the north terminus of Thornydale Road from 'RD-180' Rural Development to 'F' Specific Plan for the purpose of establishing the Saguaro Ranch Specific Plan; approving a minor amendment to the Marana General Plan; and approving and authorizing the Mayor to execute the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement. (Brian Varney)

Discussion:

Summary of Application

The Planning Center, representing Northlight Trust I, a Delaware Statutory Trust, is requesting approval to rezone approximately 508 acres of land from 'RD-180' Rural Development to 'F' Specific Plan for the purpose of establishing the Saguaro Ranch Specific Plan. It is the intent of the applicant to diversify the type of product available within Saguaro Ranch so that it might appeal to a broader market. Saguaro Ranch is currently zoned RD-180, allowing minimum a lot size of 4.13 acres. The rezoning is accompanied by a request for a minor amendment the Town of Marana General Plan to change the land use category from Rural Density Residential (RDR) to Master Plan Area (MPA). Town staff has required that the applicant amend and restate the 2003 Saguaro Ranch Pre-Annexation and Development Agreement, with the intention of clarifying any remaining requirements from the 2003 Saguaro Ranch Pre-Annexation and Development Agreement and its two 2004 amendments and to provide, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

Rezoning Request

The Saguaro Ranch Specific Plan proposes up to 150 single-family residential units, roadway, drainage and utility infrastructure. The project will be designed utilizing low impact development

practices that preserve much of the natural landscape and provide approximately 80 percent open space. The specific plan proposes four distinct development areas: Lot 50; Plateau; RD-180; and Ranchette. The planning area defined as Lot 50 contains a secluded 51 acres and proposes a clustered development with lot sizes proposed at a minimum of 8,000 square feet. The Plateau planning area consists of 171 acres and proposes lots at a minimum of 1-acre in size. The RD-180 planning area consists of a single property approximately 4.2 acres in size, which will remain unchanged. The Ranchette planning area comprises 286 acres and proposes 36-acre lots (approximately 7) with minimal disturbance and a large amount of open space. Approximately 161 acres of the Ranchette planning area will be designated as a conservation area for protection against impacts to the mountain landscape and important Sonoran Desert Tortoise habitat.

The topography of the site is characterized largely by undulating terrain with rather significant slopes in portions of the site. Restricted peaks and ridges will be avoided and development in steeply sloped areas will be minimized. Per the Development Agreement, the Saguaro Ranch Specific Plan will set aside 80 percent of total project area as open space. The important riparian areas will remain largely undisturbed with minimal encroachments for roadway crossings and utility installation. Although an active recreation area is not required by Town standards, there has been some discussion regarding possible utilization of the former McClintock's restaurant as a recreational amenity or community center.

Marana General Plan
The land use plan within the Town of Marana General Plan designates the rezoning area Rural Density Residential (RDR), which is characterized by single-family detached homes on relatively large properties at a density range of 0.1 to 0.5 residences per acre. Although the projected density of approximately .30 residences per acre falls within the density range of RDR, a minor amendment of the General Plan to Master Plan Area (MPA) is required to accommodate the proposed specific plan zoning.

Access and Traffic Circulation
Access to the specific plan area will be provided via the tunnel and gated access to the Saguaro Ranch development at the north terminus of Thornydale Road. All internal roadways will be private and maintained by Saguaro Ranch. No additional traffic studies will be required for development within the specific plan area.

Utilities
The rezoning area will be served by Tucson Water. A water service agreement, as well as plans for the water distribution system will be required prior to development. The owner/ developer will be responsible for constructing all on-site and off-site water infrastructure needed to serve potable water and fire protection to the project.The lots within the Ranchettes and Plateau development areas will most likely be served by individual on-site septic systems. It is anticipated that Lot 50 will be served by a private packaged sewer system. The potential for serving the Ranchettes and Plateau area with sewer facilities from a private system in Lot 50 will be investigated. Electric service will be provided by TRICO and Southwest Gas will provide natural gas.
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Important Benefits of Project

1. *Public Trail*

The Saguaro Ranch development originally provided a public access easement and trail head along the east boundary of the project. The easement would need to be paired with legal access through the Siefert Estates development in Pima County, adjacent to the Saguaro Ranch project. This would require cooperation from Pima County to secure the remaining access so the public could enter the trail network from Moore Road and ultimately connect with the Tortolita Mountain Park trail network. The needed connections through the adjacent Pima County development have not been secured and would require condemnation by the County, which does not seem likely. Town staff identified another trail alignment on the west side of the Saguaro Ranch project that would provide better access and more realistic connections through adjacent developments. It would also provide an opportunity to greatly enhance our overall trail network by connecting our regional trail and pedestrian infrastructure to the Tortolita Mountain Park through Saguaro Ranch.

2. *Conservation Area*
Approximately 161 acres of the northern portion of the Ranchette development area will be designated as conservation area for protection against impacts to the mountain landscape and important Sonoran Desert Tortoise habitat. This portion of the Ranchette development area will remain undeveloped with the exception of the trail.

Development Agreement
The Amended and Restated Saguaro Ranch Pre-Annexation Development Agreement, in general, clarifies any outstanding requirements and obligations from the original 2003 Saguaro Ranch Pre-Annexation Development Agreement and its two 2004 amendments, and expands its terms to cover the areas within the new Saguaro Ranch Specific Plan. Planning Commission Resolution 2015-01 was adopted by the Commission at the June 24, 2015 public hearing recommending approval of the agreement. The Resolution is included with the backup materials for this item. Town staff explained to the Commission that further revisions would be made to the development agreement to reflect new information about payments made to Pima County under paragraphs 2.31 and 2.32 of the original 2003 agreement, to include either a sewer connection or a new private wastewater treatment plant, and to make other minor modifications to form. The backup materials include a redline-strikeout comparison of the current version of the agreement to the version presented to the Commission.

Citizen Participation
The applicants held a neighborhood meeting on November 7, 2014 at the site of the former McClintock's Restaurant in Saguaro Ranch. The meeting was attended by approximately 25 community residents and others interested in the proposed plan. The current property owners and homeowners within Saguaro Ranch expressed their anticipation for new development within the project that will further the vision of the development they bought into. The predominant concerns included the potential for inconveniences and hazards associated with construction activity including noise, protection of native vegetation, and access routes for construction vehicles. A question was also raised regarding the potential for vacation rentals within the development proposed for Lot 50. The applicants were able to address the stated concerns.

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

the Town website, as well as at various locations within the community.

Recommended Findings of Fact

1. The property is currently zoned ‘RD-180’ Rural Development. The proposed change in zoning from ‘RD-180’ to ‘F’ Specific Plan will require a minor amendment to the Marana General Plan from the existing designation of Rural Density Residential (RDR) to Master Planning Area (MPA).
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to this zoning classification.
3. This proposal, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.
4. The Planning Commission's findings pertaining to the development agreement are contained in Planning Commission Resolution 2015-01 provided in the backup materials for this item.

CASE ANALYSIS

Review criteria:

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

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

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

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

Staff Recommendation:

Staff recommends adoption of Ordinance 2015.016 approving the Saguaro Ranch Specific Plan, General Plan minor amendment, and the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, based upon the recommended findings and subject to the conditions set forth in the draft ordinance included with these agenda materials.

Planning Commission Recommendation:
The Planning Commission heard the request for the proposed rezoning, general plan amendment, and development agreement at a public hearing held on June 24, 2015. By a vote of 7-0, the Commission voted in favor of recommendation to the Town Council approval of the rezoning and general plan amendment. By a vote of 7-0, the Commission voted to adopt Planning Commission Resolution 2015-01 recommending that the Town Council approve the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement.

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

OPTION 1: I move to adopt Ordinance 2015.016, as presented.

OPTION 2: I move to adopt Ordinance 2015.016, as presented by staff, subject to the following modifications (add as necessary).

Attachments:
Ordinance 2015.016
Exhibit 'A' - Legal Description
Exhibit A-1 to Ordinance
Exhibit B PADA
Location map
Specific Plan Application
Specific Plan Document - July 2015
Planning Commission Resolution 2015-01
Planning Commission Minutes 6-24-2015
Redline Commission PADA

MARANA ORDINANCE NO. 2015.016

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 508 ACRES OF LAND GENERALLY LOCATED ONE MILE NORTH OF THE NORTH TERMINUS OF THORNYDALE ROAD FROM 'RD-180' RURAL DEVELOPMENT TO 'F' SPECIFIC PLAN FOR THE PURPOSE OF ESTABLISHING THE SAGUARO RANCH SPECIFIC PLAN; APPROVING A MINOR AMENDMENT TO THE MARANA GENERAL PLAN; AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

WHEREAS Northlight Trust I, a Delaware statutory trust (the "Property Owner"), owns approximately 508 acres of property located one mile north of the north terminus of Thornydale Road within Sections 17 and 20, Township 11 South, Range 13 East, (referred to in this ordinance as the Rezoning Area), legally described on Exhibit A and depicted on Exhibit A-1 attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized The Planning Center to submit applications to rezone the Rezoning Area from 'RD-180' Rural Development to 'F' Specific Plan ("this Rezoning"), amend the Marana General Plan from Rural Density Residential (RDR) to Master Planning Area (MPA), and to process an amended and restated pre-annexation and development agreement for the Rezoning Area; and

WHEREAS the Marana Planning Commission held a public hearing on June 24, 2015 and voted 7-0 to recommend that the Town Council approve this Rezoning and its associated General Plan Amendment, and to recommend that the Town Council approve the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement subject to the recommended conditions; and

WHEREAS The Marana Town Council held a public hearing on August 4, 2015 and determined that the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement, attached as Exhibit B to and incorporated in this ordinance by this reference, is consistent with the Marana General Plan with the proposed amendment, applicable specific plans, and relevant Town policies; and

WHEREAS the Marana Town Council, at the August 4, 2015 public hearing, determined that this Rezoning, its associated General Plan Amendment, and the Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement are in the best interest of the Town and its citizens and should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from 'RD-180' Rural Development to 'F' Specific Pan, creating the Saguaro Ranch Specific Plan, attached to and incorporated in this ordinance by this reference.

Section 2. A minor amendment to the General Plan is hereby approved, changing the General Plan designation of the Rezoning Area from Rural Density Residential (RDR) to Master Planning Area (MPA).

Section 3. The Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement is hereby approved in the form attached to and incorporated by this reference in this ordinance as Exhibit B, and the Mayor is hereby authorized and directed to execute it for and on behalf of the Town of Marana.

Section 4. This Rezoning is subject to the following conditions, the violation of which shall be treated in 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 Owner and its successors in interest (all of whom are collectively included in the term "Property Owner" in this ordinance):

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 general conformance with the tentative development plan presented to and approved by the Town Council as part of this Rezoning.

3. A master drainage study must be submitted by the Property Owner 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. A water infrastructure and phasing plan (WIP) must be submitted by the Property Owner and accepted by Tucson Water (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 Owner 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 Owner 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 Owner must enter into a sewer service agreement with the wastewater utility consistent with the accepted master sewer plan.

6. The Property Owner 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. The final design of all streets and circulation facilities, including the gated access and emergency access, must be accepted by the Northwest Fire District prior to Town Council consideration of the final plat for any portion of the Rezoning Area.
8. The maximum number of lots within the Rezoning Area shall not exceed 150.
9. 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 from responsibility to ensure compliance with all applicable federal and state laws and regulations, including the Endangered Species Act and the Clean Water Act. Appropriate experts should be retained and appropriate federal and state agencies should be consulted to determine any action necessary to assure compliance with applicable laws and regulations.
10. Prior to the issuance of any grading permits, the Property Owner 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.
11. The Property Owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
12. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owner's expense and a survey report shall be submitted to the Town and to Arizona Game and Fish Department (AZGFD) prior to issuance of any grading permits. If a desert tortoise is found during the survey or at any time during construction, the Property Owner shall immediately notify the Town and AZGFD, and the tortoise may be moved in accordance with the most current AZGFD Tortoise Handling Guidelines at the Property Owner's expense.
13. The Property Owner shall coordinate with the Town of Marana in the provision of a public trail through portions of the Saguaro Ranch property to provide public access to the Tortolita Mountain Park northeast of the Saguaro Ranch boundary. At such time that appropriate trail easements are secured up to the boundary of Saguaro Ranch, the Property Owner will coordinate with Town staff in determining the appropriate trail alignment and grant the necessary easements to the Town of Marana enabling the Town to construct and maintain a sustainable trail.
14. An annual report shall be submitted within 30 days of the anniversary of the Town Council's approval of the Saguaro Ranch Specific Plan in accordance with the requirements defined in the Land Development Code.

15. Within 60 days after the adoption of this ordinance, the Property Owner shall provide the Planning Department with ten bound copies and three electronic copies on CD in PDF format, which will also include graphics of the tentative development plan in JPEG or other suitable format of the Saguaro Ranch Specific Plan.

Section 6. 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 7. 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 4th day of August, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

No. NCS-667787-PHX1

EXHIBIT "A"

PORTIONS OF SECTIONS 17 AND 20 OF TOWNSHIP 11 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL 1

BLOCK 2 OF SAGUARO RANCH, ACCORDING TO THE PLAT RECORDED IN BOOK 57 OF MAPS AND PLATS AT PAGE 57, RECORDS OF THE PIMA COUNTY RECORDER THEREAFTER, AMENDED BY DECLARATION OF SCRIVENER'S ERROR RECORDED IN DOCKET 12173, PAGE 1647;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 2

LOT 50 OF SAGUARO RANCH II, ACCORDING TO THE PLAT RECORDED IN BOOK 61 OF MAPS AND PLATS AT PAGE 89, SAID RECORDS OF THE PIMA COUNTY RECORDER;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 3

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES APPURTENANT TO PARCEL 1 UNDER, UPON AND ACROSS THAT PROPERTY AS MORE FULLY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 5843, PAGE 384; MODIFIED IN DOCKET 12241, PAGE 2366, RE-RECORDED IN DOCKET 12269, PAGE 466.

PARCEL 4

PORTIONS OF THE EAST HALF OF SAID SECTION 17 AND THE NORTHEAST QUARTER OF SAID SECTION 20 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A 2 INCH GLO BRASS DISC;

THENCE NORTH 89 DEGREES 43 MINUTES 55 SECONDS EAST 1321.04 FEET UPON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17 TO THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 02 MINUTES 00 SECONDS EAST 2636.99 FEET UPON SAID EAST LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;

THENCE NORTH 89 DEGREES 43 MINUTES 30 SECONDS EAST 1323.06 FEET UPON SAID NORTH LINE TO THE EAST ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A 3 INCH GLO BRASS DISC;

THENCE SOUTH 01 DEGREES 13 MINUTES 04 SECONDS EAST 2640.37 FEET UPON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17 TO THE SOUTHEAST CORNER OF SAID SECTION 17 AS MONUMENTED BY ANOTHER 3 INCH GLO BRASS DISC;

THENCE SOUTH 01 DEGREES 08 MINUTES 42 SECONDS WEST 466.43 FEET UPON THE EAST LINE OF

SAID NORTHEAST QUARTER OF SECTION 20 TO THE NORTH LINE OF SAGUARO RANCH PHASE III-A, ACCORDING TO THE PLAT RECORDED IN BOOK 63 OF MAPS AND PLATS AT PAGE 33, SAID RECORDS OF THE PIMA COUNTY RECORDER;

THENCE THE FOLLOWING 16 (SIXTEEN) COURSES UPON THE NORTH LINE OF SAID SAGUARO RANCH PHASE III-A:

1) NORTH 88 DEGREES 51 MINUTES 18 SECONDS WEST 28.61 FEET;
2) NORTH 14 DEGREES 33 MINUTES 23 SECONDS WEST 413.15 FEET;
3) SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 175.99 FEET;
4) NORTH 14 DEGREES 51 MINUTES 08 SECONDS WEST 198.51 FEET;
5) NORTH 67 DEGREES 51 MINUTES 40 SECONDS WEST 964.84 FEET;
6) SOUTH 28 DEGREES 22 MINUTES 24 SECONDS EAST 495.81 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY;
7) SOUTHEASTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 41 DEGREES 48 MINUTES 11 SECONDS, FOR AN ARC DISTANCE OF 218.88 FEET TO A POINT OF CUSP WITH A TANGENT LINE;
8) NORTH 70 DEGREES 10 MINUTES 35 SECONDS WEST 40.33 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY;
9) SOUTHWESTERLY UPON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 134 DEGREES 54 MINUTES 54 SECONDS, FOR AN ARC DISTANCE OF 117.74 FEET TO A NON-TANGENT LINE;

10) NORTH 79 DEGREES 31 MINUTES 35 SECONDS WEST 197.48 FEET;
11) SOUTH 46 DEGREES 34 MINUTES 23 SECONDS WEST 645.71 FEET;
12) NORTH 87 DEGREES 00 MINUTES 52 SECONDS WEST 629.41 FEET;
13) NORTH 22 DEGREES 49 MINUTES 40 SECONDS WEST 158.24 FEET;
14) SOUTH 89 DEGREES 59 MINUTES 40 SECONDS WEST 51.51 FEET;
15) NORTH 15 DEGREES 30 MINUTES 51 SECONDS WEST 374.09 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17;
16) SOUTH 89 DEGREES 46 MINUTES 25 SECONDS WEST 233.88 FEET UPON SAID SOUTH LINE TO THE SOUTH ONE QUARTER CORNER OF SAID SECTION 17 AS MONUMENTED BY A HALF INCH REBAR WITH ALUMINUM CAP STAMPED "PE 2903;

THENCE NORTH 00°00'58" EAST 5274.92 FEET UPON THE NORTH-SOUTH MID-SECTION LINE TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE PARCEL 5 LEGAL DESCRIPTION IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 SOUTH, RANGE 13 EAST, G&SRM, AS MONUMENTED BY THE 2 INCH GLO BRASS DISC AT THE NORTH ONE QUARTER CORNER OF SECTION 17 AND BY A 3 INCH GLO BRASS DISC AT THE NORTHEAST CORNER OF SAID SECTION 17, THE DISTANCE BETWEEN SAID MONUMENTS BEING 2641.11 FEET AND SAID BEARING BEING: NORTH 89°43'55" EAST.

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

PARCEL 5

LOT 45, SAGUARO RANCH PHASE III-A, ACCORDING TO THE PLAT OF RECORD IN BOOK 63 OF MAPS, PAGE 33, PIMA COUNTY, ARIZONA RECORDS;

EXCEPT ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT FROM THE UNITED STATES OF AMERICA.

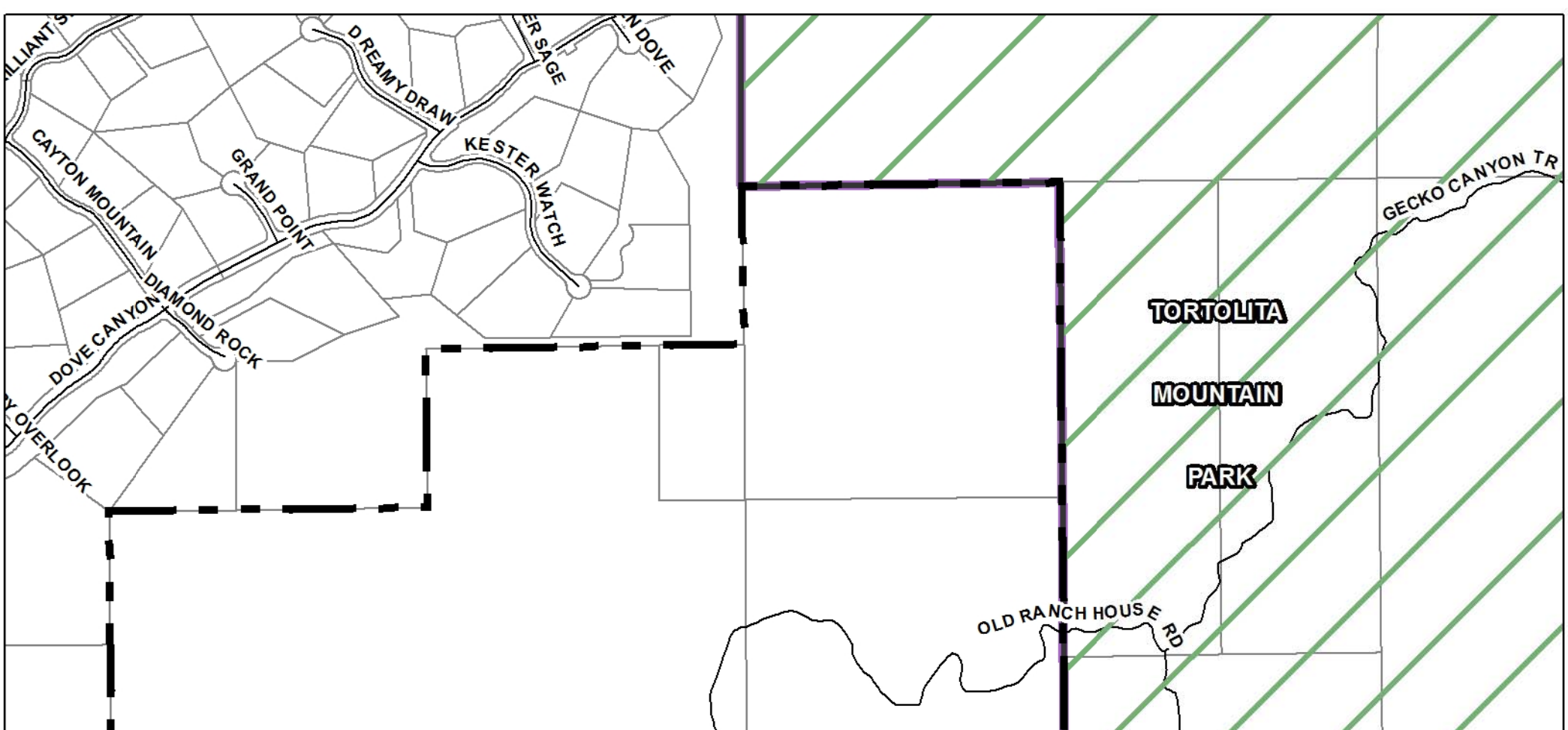


EXHIBIT A-1 TO ORDINANCE

SAGUARO RANCH

0' 300' 600'

SCALE: 1" = 600'

NORTH

PROJECT: NCP-01 DATE: 07/24/15
FILE NAME: NCP-01_Ord_LocationMap.mxd

THE PLANNING CENTER
a division of TPC Group, Inc
110 s church ste 6320 tucson az 85701

AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town"), and NORTHLIGHT TRUST 1, a Delaware statutory trust ("Northlight") The Town and Northlight are sometimes collectively referred to as the "Parties," either one of which is sometimes individually referred to as a "Party."

RECITALS

A. This Agreement governs and addresses that portion of the Saguaro Ranch development project located in Marana, Arizona, referred to as "Northlight's Saguaro Ranch Properties" and more particularly described in paragraph 1(E) below.

B. Northlight is the current master developer of Saguaro Ranch.

C. The Town and the prior developer of Saguaro Ranch entered into the Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on June 27, 2003, at Docket 12081, Page 8329 (Sequence 20031241266) (the "Original Saguaro Ranch PADA").

D. Pursuant to and consistent with the terms of the Original Saguaro Ranch PADA, the Town adopted Marana Ordinance No. 2003.14 and Marana Ordinance No. 2003.15 on July 1, 2003, annexing into the town limits of Marana the lands there and here referred to as the "Saguaro Ranch North Annexation" and the "Saguaro Ranch South Annexation," respectively. Marana Ordinance No. 2003.14 (the Saguaro Ranch North Annexation) was recorded in the Pima County Recorder's office on July 11, 2003, at Docket 12090, Page 5177 (Sequence 20031331315); and Marana Ordinance No. 2003.15 (the Saguaro Ranch South Annexation) was recorded in the Pima County Recorder's office on July 11, 2003, at Docket 12090, Page 5184 (Sequence 20031331317).

E. The Town and the prior developer of Saguaro Ranch entered into the First Amendment to Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on April 12, 2004, at Docket 12278, Page 3161 (Sequence 20040700641) (the "Saguaro Ranch 1st PADA Amendment").

F. Pursuant to and consistent with the terms of the Saguaro Ranch 1st PADA Amendment, the Town adopted Marana Ordinance No. 2004.01 on April 6, 2004, annex-

ing into the town limits of Marana the lands there and here referred to as the "Saguaro Ranch East Annexation." Marana Ordinance No. 2004.01 (the Saguaro Ranch East Annexation) was recorded in the Pima County Recorder's office on April 12, 2004, at Docket 12278, Page 3145 (Sequence 20040700635), and re-recorded in the Pima County Recorder's office on December 1, 2006, at Docket 12942, Page 1778 (Sequence 20062310303) to correct a scrivener's error.

G. The Town and the prior developer of Saguaro Ranch entered into the Second Amendment to Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on August 4, 2004, at Docket 12358, Page 2953 (Sequence 20041500794) (the "Saguaro Ranch 2nd PADA Amendment"), to allow additional time for the developer to make the $1,000,000 contribution to the Town as required by paragraph 2.35 of the Original Saguaro Ranch PADA.

H. Paragraph 2.31 of the Original Saguaro Ranch PADA required the developer of Saguaro Ranch a $50,000 per lot contribution to Pima County for the 16th and subsequent lots sold for a maximum contribution of $1,000,000 to be used for trail construction, open space, community improvements, and transportation needs in the Saguaro Ranch area.

I. Paragraph 2.32 of the Original Saguaro Ranch PADA required the developer of Saguaro Ranch to pay Pima County $50,000 "once the current trail easement through the Property is abandoned."

J. Pima County has confirmed to Town staff that $850,000 has been paid to Pima County pursuant to Paragraphs 2.31 and 2.32 of the Original Saguaro Ranch PADA, but Pima County was unable to determine which payments had not yet been made. The Parties believe that all $850,000 has been paid pursuant to Paragraph 2.31.

K. It is unclear to the Parties whether enough lots have been sold to have caused the entire $1,000,000 amount in Paragraph 2.31 of the Original Saguaro Ranch PADA to be currently due.

L. The Parties understand that the easement to have been abandoned pursuant to Paragraph 2.32 of the Original Saguaro Ranch PADA is the easement for access to the former Leef property purchased by Pima County, consisting generally of the south half of the southeast quarter of the northeast quarter of Section 17, Township 11 South, Range 13 East. It appears to the Parties that the abandonment condition of Paragraph 2.32 of the Original Saguaro Ranch PADA has not been and is not currently anticipated to be accomplished by Pima County.

M. Northlight is the successor in interest to the developer of Saguaro Ranch.

N. Northlight has purchased land located in the east half of Section 19, Township 11 South, Range 13 East, and referred to in this Agreement as "Northlight's Dove Mountain Holdings."

O. Northlight has submitted an application for rezoning of portions of the Saguaro Ranch North Annexation and the Saguaro Ranch East Annexation to "Saguaro Ranch Specific Plan" designation, and the Town has approved the Saguaro Ranch Specific Plan by the adoption of Marana Ordinance No. 2015.016 on August 4, 2015.

P. The Saguaro Ranch Specific Plan anticipates the construction of either a sewer main extension connecting to the sewer system owned and operated by Pima County Regional Water Reclamation District or a private sewer treatment plant to serve development of Lot 50 of Saguaro Ranch.

Q. The Parties desire to amend and restate the terms of the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment and to replace them with this Agreement, to clearly set forth the remaining respective rights and obligations of the Parties relating to Northlight's Saguaro Ranch Properties.

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

AGREEMENT

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

1. *Definitions*. The following definitions apply to this Agreement:

(A) The "Development Regulations" collectively means the existing Town-approved zoning for Northlight's Saguaro Ranch Properties (including the Saguaro Ranch Specific Plan, for the portion of Northlight's Saguaro Ranch Properties covered by it), the Existing Saguaro Ranch Plats, and the MDC, which set forth the basic land uses, densities and intensities of land uses currently authorized for and development regulations related to Northlight's Saguaro Ranch Properties.

(B) The "Existing Saguaro Ranch Plats" means all of the following:

(i) Saguaro Ranch Lots 9-52, Blocks 1, 2, 3, & 4, Parcel 'A', Common Area 'A', and Common Area 'B', according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 57 of Maps and Plats, Page 57 (the "Original Saguaro Ranch Plat").

(ii) Saguaro Ranch South Amended Lots 1-31, Parcel "A", Block "A" & Common Areas "A", "B", & "C", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 59 of Maps and Plats, Page 69 (the "Saguaro Ranch South Amended Plat").

(iii) Saguaro Ranch II Lots 50, 51, & 53-65, Parcel "A" & Common Areas "A" & "B", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 61 of Maps and Plats, Page 89 (the "Saguaro Ranch II Plat")

(iv) Saguaro Ranch Phase III-A Lots 43-45 & 66-96, Common Areas "A" & "B-1"-"B-2", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 63 of Maps and Plats, Page 33 (the "Saguaro Ranch III Plat")

(C) "MDC" means the Marana Land Development Code (including the written rules, regulations, procedures, and other policies relating to development of land, whether adopted by the Mayor and Council or by Town Staff) collectively establishing, among other things, the type of land uses, location, density and intensity of such land uses, and community character of the Property, and providing for, among other things, the development of a variety of housing, commercial and recreation / open space opportunities.

(D) "Northlight's Dove Mountain Holdings" is defined in Recital N above.

(E) "Northlight's Saguaro Ranch Properties" collectively means all of the following:

(i) The entire land area covered by the Saguaro Ranch Specific Plan.

(ii) Lots 36, 37, and 39, and Block 2, as depicted on the Original Saguaro Ranch Plat.

(iii) Lots 10, 11, and 13, and Block A, as depicted on the Saguaro Ranch South Amended Plat.

(iv) Lots 50, 53, and 55 through 64, and Common Areas "A" and "B", as depicted on the Saguaro Ranch II Plat. (Lot 50 is also part of the Saguaro Ranch Specific Plan.)

(v) Lots 68, 70-76, 78, and 80 through 96, and Common Areas "A", "B-1" and "B-2" as depicted on the Saguaro Ranch III Plat.

(F) "Saguaro Ranch" means the entire land area covered by the Existing Saguaro Ranch Plats and the Saguaro Ranch Specific Plan.

(G) "Town Engineer" means the duly appointed town engineer of the Town of Marana.

2. *Amendment and restatement of obligations under prior agreements.* The Parties acknowledge and agree that the following list sets forth a true and complete summary, amendment, and restatement of the Parties' rights and obligations under the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment, and as further amended and restated by this Agreement:

(A) *Annexation and original zoning.* The Town has completed the annexation of all lands contemplated for annexation under, and has adopted zoning for the annexed lands in a manner consistent with, the Original Saguaro Ranch PADA and the Saguaro Ranch 1st PADA Amendment.

(B) *Development review*. Northlight's Saguaro Ranch Properties shall be developed in accordance with the Development Regulations. Upon Northlight's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for Northlight's Saguaro Ranch Properties as may be requested by Northlight.

(C) *Amendments to Agreement*. The Town and Northlight agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in Development Regulations.

(D) *Archaeological/historic resources.* The development of Northlight's Saguaro Ranch Properties shall meet all Town requirements set forth in Title 2 and Title 20 of the MDC related to archeological and historic resources.

(E) *Site built construction only*. All residential dwelling units shall be site built. This subsection shall apply to all land within Northlight's Saguaro Ranch Properties, whether sold in bulk or individually, whether subdivided or not, and shall apply to each and every lot and shall run with the land.

(F) *Additional property*. Paragraph 1.6 of the Original Saguaro Ranch PADA is deleted.

(G) *Water Utilities.* Northlight has secured potable water service through Tucson Water. As a condition of receiving building permits, Northlight must provide the Town with proof of potable water service to the property that is the subject of the requested building permits.

(H) *Wastewater.* As a condition of receiving building permits, Northlight must provide the Town with proof of wastewater system approval from Pima County Regional Water Reclamation District and/or Pima County Department of Environmental Quality for the property that is the subject of the requested building permits.

(I) *Onsite private recreational facilities.* Paragraph 2.3 of the Original Saguaro Ranch PADA is deleted.

(J) *Community improvements and transportation contributions.* The Parties agree to work together to determine whether and to what extent the developer's obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA have been satisfied. If the Parties are unable to determine that the obligations have been satisfied beyond the $850,000 in payments already acknowledged by Pima County, Northlight agrees to pay Pima County $50,000 per lot for the first three lots sold from Northlight's

Saguaro Ranch Properties, to satisfy the remaining obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA. If so required, such additional payment shall be deemed to have satisfied Northlight's obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA.

(K) *Regional public park/trail system*. Northlight shall dedicate a public trail easement through Northlight's Saguaro Ranch Properties and Northlight's Dove Mountain Holdings to provide public access to the Tortolita Mountain Park northeast of the Saguaro Ranch boundary, as more particularly discussed and described in the Saguaro Ranch Specific Plan. Northlight shall not be responsible to construct or pay for the trail, but nothing in this sentence shall prohibit or preclude the Town from using all available funds, including any park impact fees paid as a result of construction in Saguaro Ranch, to construct the trail. All developer obligations under paragraph 2.32 of the Original Saguaro Ranch PADA will have been fully satisfied upon dedication of the trail in satisfaction of the requirements of this paragraph.

(L) *Park improvement contribution*. Paragraph 2.34 of the Original Saguaro Ranch PADA is replaced by the obligation to pay all applicable Town park development impact fees for any development of Northlight's Saguaro Ranch Properties.

(M) *Regional recreational facility*. The $1,000,000 payment referenced in paragraph 2.35 of the Original Saguaro Ranch PADA has been fully paid and satisfied.

(N) *Roadway improvements.* Before the Town approves any final plat, Northlight shall work with the Town Engineer to identify and agree on all roadway improvements needed for the development of Northlight's Saguaro Ranch Properties and the portion of Northlight's Saguaro Ranch Properties that is the subject of the final plat.

(O) *Fire protection*. Northlight's Saguaro Ranch Properties are now within the boundaries of Northwest Fire District, so paragraph 2.5 of the Original Saguaro Ranch PADA is no longer needed and is deleted.

(P) *School site.* Northlight shall negotiate a school site contribution agreement with Marana Unified School District, and shall provide a copy of the recorded agreement to the Town. Until the agreement is recorded, $1,200 shall be paid to the Town upon application for each initial residential building permit on a particular subdivision lot within Northlight's Saguaro Ranch Properties.

(Q) *Wide wireless area network contribution*. Paragraph 2.7 of the Original Saguaro Ranch PADA is deleted.

(R) *Responsibility for financing infrastructure improvements.* Upon request of Northlight, the Town's staff shall process any request for a community facilities district (a "CFD") on all or any portion of Northlight's Saguaro Ranch Properties pursuant to A.R.S. § 48-701 *et seq.* and the Town Guidelines for Establishment of

Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

(S) *Environmental compliance.* Northlight shall comply with the Pima County ordinances relating to the protection of peaks and ridges for any protected peaks or ridges as designated by Pima County on Saguaro Ranch at the time of its annexation into the town limits of the Town. Northlight shall establish a 10-year natural resource management monitoring program to monitor the effect of the development on Saguaro Ranch.

(T) *Protection of open space*. Northlight shall provide construction fencing to protect all natural areas and other areas to be kept in their natural state during construction. Northlight shall not disturb more than 20% of Northlight's Saguaro Ranch Properties, including areas for emergency access, easements, roadways and drainage ways. Northlight shall comply with all Town grading requirements.

(U) *Ownership and control of natural open space.* Enforcement authority over and control of all natural open space areas set aside and maintained as required by this Agreement and permanent ownership of all undisturbed natural areas set aside and maintained as required by this Agreement that are located outside the boundaries of individually-owned residential lots shall be given to one of the following:

(i) One or more homeowners associations established by declarations of restrictive covenants recorded over all or part of Saguaro Ranch.

(ii) A government or conservation entity the Town reasonably determines is willing and able to permanently maintain the undisturbed natural areas as required by this Agreement.

(V) *Lodging uses prohibited; no environmental enhancement contribution*. Lodging uses are prohibited in Northlight's Saguaro Ranch Properties. For purposes of this paragraph, lodging uses include any land use whose revenues are subject to the Town's bed tax (specifically, the tax on hotel uses pursuant to Section 8-444 of the Marana Tax Code). Paragraph 3.4 of the Original Saguaro Ranch PADA is deleted.

(W) Termination upon sale to the public. this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot that has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

3. *Effect on prior agreements.*

(A) *Northlight's Saguaro Ranch Properties.* For and with respect to Northlight's Saguaro Ranch Properties, the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment is hereby replaced with this Agreement.

(B) *Other portions of Saguaro Ranch*. Lots leased (for a period of longer than one year) or sold to an end purchaser or user are released from the developer's obligations by operation of Paragraph 8.8.2 of the Original Saguaro Ranch PADA. The Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment remains in full force and effect for and with respect to any portion of Saguaro Ranch (other than Northlight's Saguaro Ranch Properties) that has not been released from the developer's obligations by operation of Paragraph 8.8.2 of the Original Saguaro Ranch PADA.

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

5. *Cooperation and alternative dispute resolution*.

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

(B) *Non-performance; remedies.* If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 6 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this paragraph. The Parties agree

that due to the size, nature and scope of the development, and due to the fact that it may not be practical or possible to restore the property to its condition prior to Northlight's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that either Party may have at law or in equity.

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

(D) *Arbitration*. After mediation, as provided for in this paragraph 5, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

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

If to the Town:

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

If to Northlight:

NORTHLIGHT TRUST 1
ATTN: NORTHLIGHT SPECIAL GP I LLC
1 Grand Central Pl
60 E 42nd St Rm 2800
New York NY 10165-2802
Telephone: _____
Fax: _____

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

7. *Miscellaneous.*

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

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

(C) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 5(D) above, requiring disputes to be resolved by binding arbitration.

(D) If either Party brings a lawsuit or arbitration proceeding to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any non-performance of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court or arbitrator and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 5(D) above, requiring disputes to be resolved by binding arbitration.

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

(F) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that upon

the conveyance of all of Northlight's Saguaro Ranch Properties to a single grantee, the grantor shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee.

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

IN WITNESS WHEREOF, the Parties 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:_____
Mayor Ed Honea

Date: _____

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"NORTHLIGHT":
NORTHLIGHT TRUST 1,
a Delaware statutory trust
By: NORTHLIGHT SPECIAL GP I LLC,
a Delaware limited liability company

By: _____

Its: _____

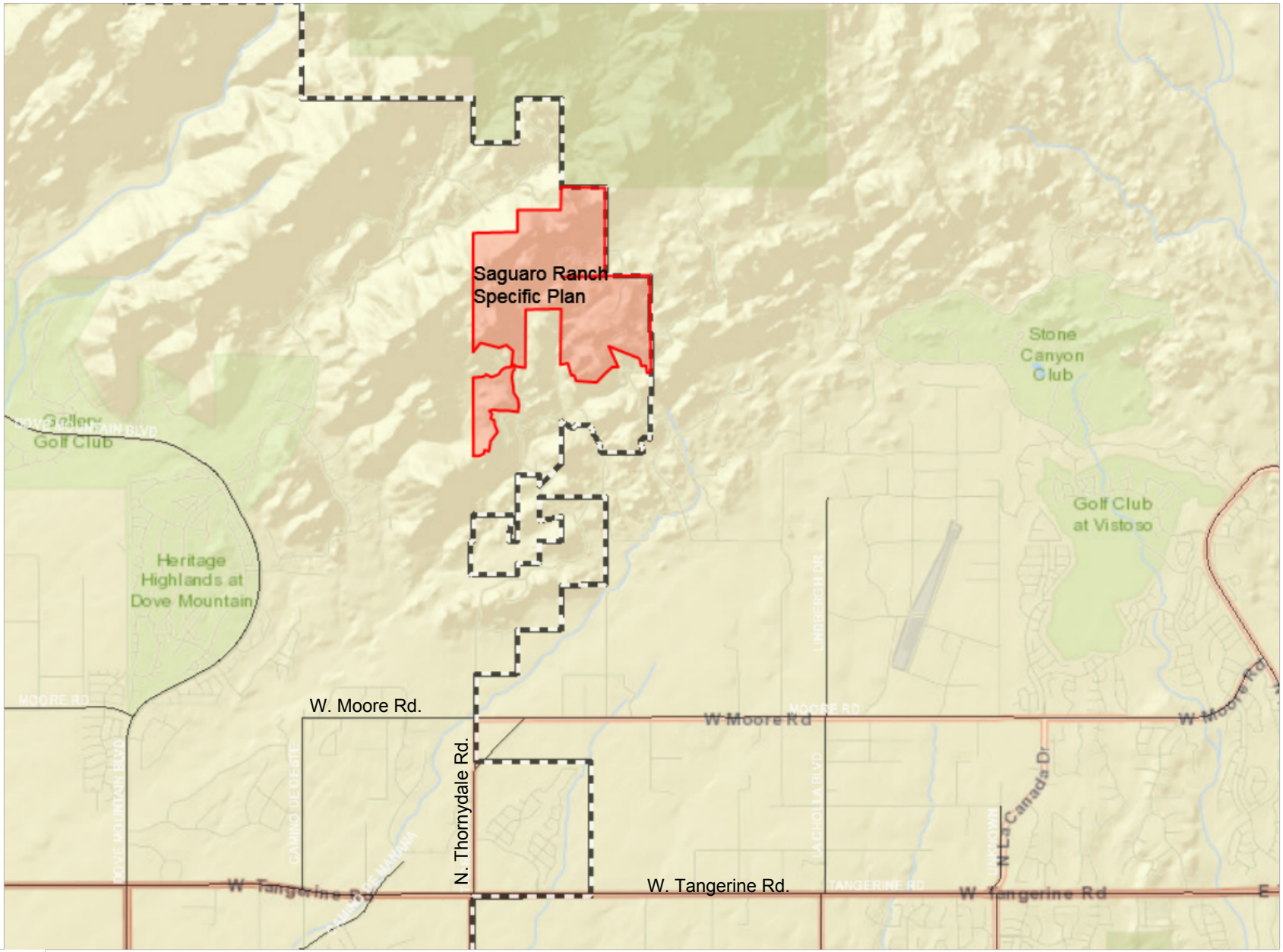
Date: _____

State of _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by _____, the _____ of NORTHLIGHT SPECIAL GP I LLC, a Delaware limited liability company, Manager of NORTHLIGHT TRUST 1, a Delaware statutory trust, on its behalf.

(Seal)

_____
Notary Public



PCZ1409-001 Saguaro Ranch Specific Plan

This map was generated from the Town of Marana's GIS Web mapping system and is to be used for reference use only. GIS data is constantly changing so layers that appear on this map may or may not be accurate or current depending on the date and time this map was created.

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)	219-07-0050, 219-10-075A, 219-10-075B, 219-07-0040, 219-07-0140, 219-07-012C, 219-07-012A, 219-07-0110, 219-07-013C, 219-07-0160, 219-07-015A, 219-07-013B, 219-10-001H, 219-10-001G, 219-10-002F, 219-10-002D, 219-10-1170, 219-10-001E and 219-10-1380			General Plan Designation (To be confirmed by staff)	Rural Density Residential
Gross Area (Acre/SF)	507 acres			Current Zoning (To be confirmed by staff)	RD-180
Development / Project Name	Saguaro Ranch			Proposed Zoning	F (Specific Plan)
Project Location	Marana Township 11 South, Range 13 East, Section 17, and 11 South, 13 East, Section 20				
Description of Project*	Single-family residential subdivision				
Property Owner	Northlight Trust I, A Delaware Statutory Trust				
Street Address	60 East 42nd Street, Room 2800				
City New York	State NY	Zip Code 10165-2802	Phone # 212-247-0330	Fax #	E-Mail Address jraymond@cox.net
Contact Person	Jeff Raymond			Phone Number / E-mail 480-200-7977/jraymond@cox.net	
Applicant	Northlight Trust I, A Delaware Statutory Trust				
Street Address	60 East 42nd Street, Room 2800				
City New York	State NY	Zip Code 10165-2802	Phone # 212-247-0330	Fax #	E-Mail Address jraymond@cox.net
Contact Person	Jeff Raymond			Phone Number / E-mail 480-200-7977/jraymond@cox.net	
Agent/Representative	The Planning Center				
Street Address	110 South Church Ave, Suite 6320				
City Tucson	State AZ	Zip Code 85701	Phone # 520-623-6146	Fax # 520-622-1950	E-Mail Address lmorales@azplanningcenter.com
Contact Person	Linda Morales			Town of Marana Business License No.	125638

3. AUTHORIZATION OF PROPERTY OWNER

I, the undersigned, certify that all of the facts set forth in this application are true to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application and checklist. **(If not owner of record, attach written authorization from the owner.)**

Linda Morales _____ _____ 9/11/14

Print Name of Applicant/Agent Signature Date



SAGUARO RANCH

-SPECIFIC PLAN-

TOWN OF MARANA

JULY 2015

Saguaro Ranch Specific Plan

Marana, Arizona

Submitted to:

Town of Marana
Planning Department
11555 West Civic Center Drive
Marana, Arizona 85653

Prepared for:

Northlight Trust I
1 Grand Central Place
60 East 42nd Street, Room 2800
New York, New York 10165-2802
Telephone: (212)-247-0330

Prepared by:

The Planning Center
110 South Church Avenue, Suite 6320
Tucson, Arizona 85701
Telephone: (520) 623-6146

With assistance from:

Rick Engineering
3945 East Fort Lowell Road
Tucson, Arizona 85712
Telephone: (520) 795-1000

PCZ1409-001

July 2015

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1. INTRODUCTION

A. Background

The Saguaro Ranch Specific Plan (Saguaro Ranch) is a ±507-acre property located at the eastern edge of the Town of Marana. The property is approximately 20 miles north of Downtown Tucson nestled among the southeastern foothills of the Tortolita Mountains. Saguaro Ranch represents an opportunity to plan and develop a special and unique community in a stunning Sonoran Desert landscape. Eighty percent of Saguaro Ranch will remain as dedicated open space. Significant portions of the proposed open space are contained in the areas with rock outcrops and steeper slopes.

Saguaro Ranch was initially envisioned and purchased by developer Stephen Phinny of Saguaro Ranch Investments, LLC. The Town of Marana and the site's previous owners, Title Security Agency of Arizona and Saguaro Ranch Investments, LLC entered in to a pre-annexation development agreement (PADA) in 2003, which included two amendments recorded in the office of the Pima County Recorder as Docket 12278, Page 3161 and Docket 12358, Page 2953. The site was annexed by the Town on July 11, 2003 (Marana Ordinance No. 2003.14). Additionally, Marana Ordinance 2004.01 approved the annexation of Saguaro Ranch East. The initial plan for the property included 180 single family homes and featured secluded properties that were only accessible by a tunnel that was created by blasting through a hillside at the northern end of Thornydale Road. To date, 49 of the initial 180 platted lots have been sold, eight homes have been built and one home is currently under construction. In 2011, the downturn in the real estate market forced the original developer to file for Chapter 11 Bankruptcy, and the property was returned to the largest secured creditor, Kennedy Funding. In 2013, 131 of the original platted lots on the property were purchased by the current property owners.

Initially, Saguaro Ranch was planned for a variety of uses including a once imagined luxury spa for residents that now sits on the southern parcel of the plan (hereby referred to as Lot 50) as an unfinished concrete foundation. North of the unfinished spa, McClintock's restaurant was opened in 2007 and operated for four years before closing. The cost of providing remote infrastructure and luxury amenities combined with the slow sale of individual residential lots due to an economic downturn has been a challenging obstacle to implementing the original vision and intent of Saguaro Ranch. This specific plan is the framework for overcoming the factors limiting development of Saguaro Ranch. It provides the flexibility needed to develop a vibrant desert-getaway community that widens the potential market of buyers by offering a variety of lot sizes at a high level of quality that continues to honor the heritage of environmental stewardship of the Sonoran Desert so revered in crafting the original vision for Saguaro Ranch.

Given its rugged terrain, the Saguaro Ranch Specific Plan (SRSP) proposes to cluster development in the most optimal locations to manage infrastructure and development costs and to preserve native vegetation and views. This site analysis was prepared for Saguaro Ranch in order to assess the development capabilities for the property.

(See *Exhibit I.A.1: Regional Context and Exhibit I.A.2: Local Context*.)

Exhibit I.A.1: Regional Context

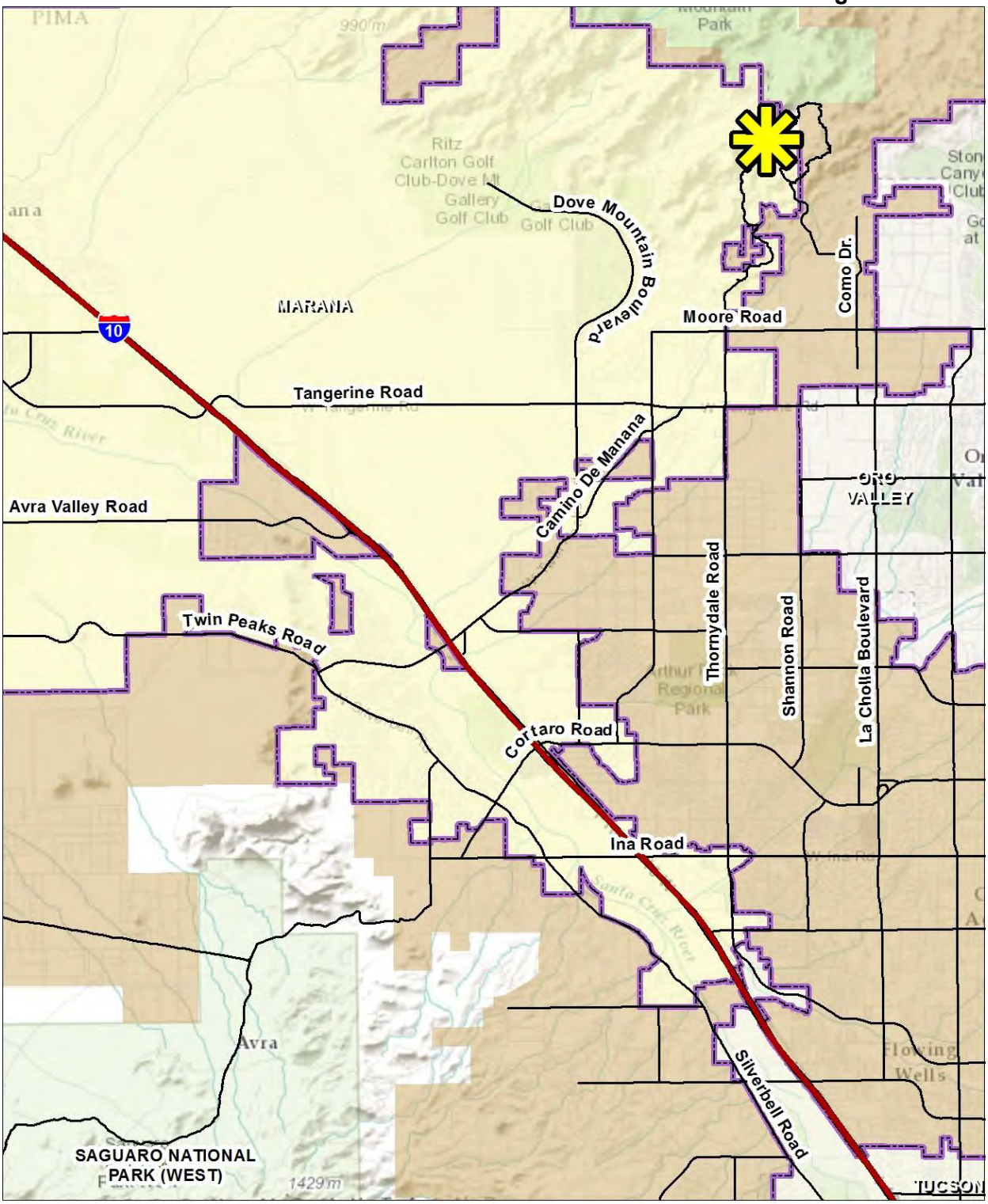
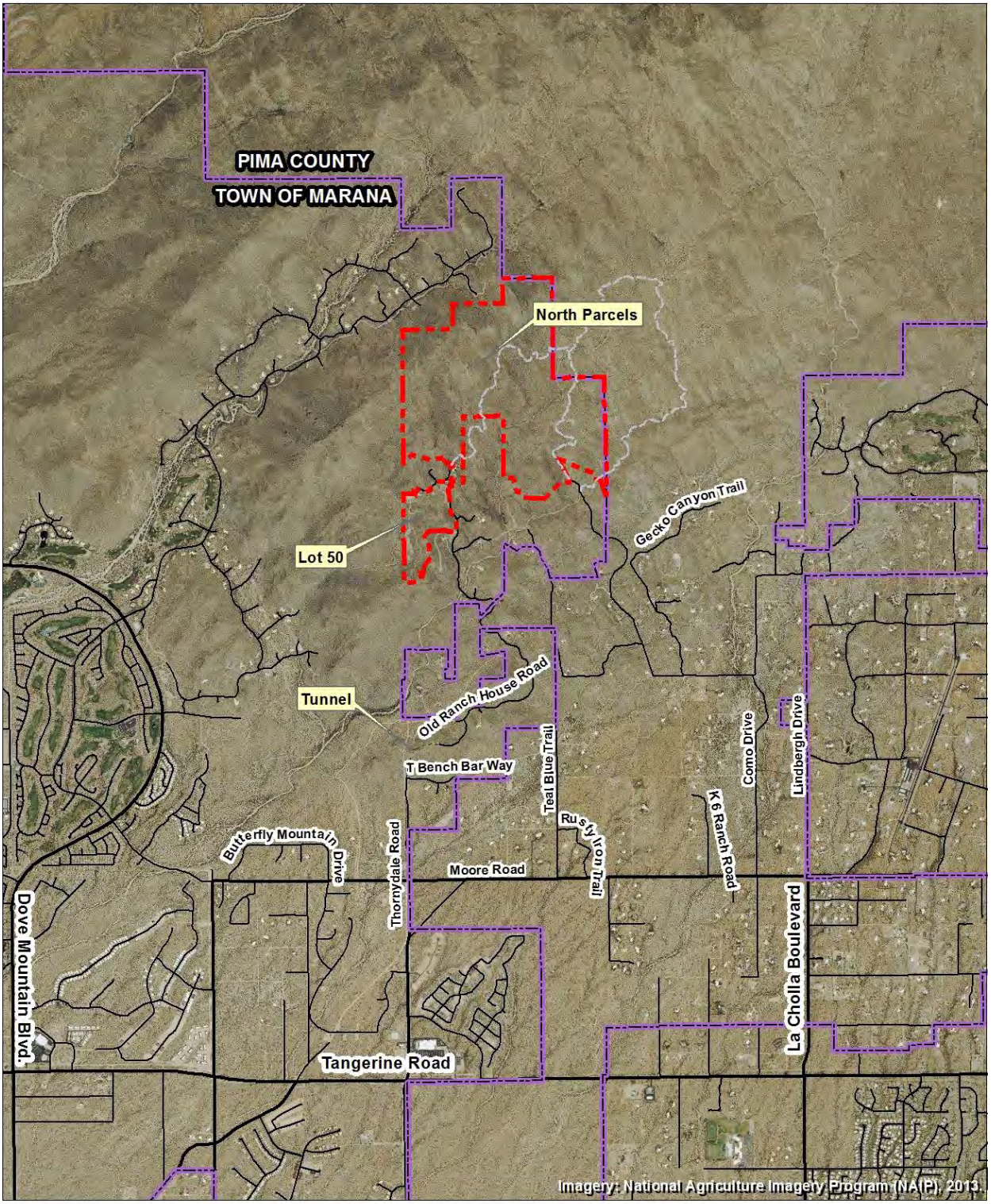


Exhibit I.A.2: Local Context



LEGEND

- Specific Plan Boundary
- Jurisdictions
- Major Local Roads
- Minor Local Roads
- Saguaro Ranch Roads

NORTH 0' 2000' 4000'

FILE NAME: NCP_01_location2_6x8
SOURCE: Pima County GIS, 2014



11. DEVELOPMENT CAPABILITY REPORT

A. Purpose and Intent

The primary purpose of the Development Capability Report section of the Saguaro Ranch Specific Plan is to identify the site's opportunities, constraints and various physical characteristics, the analysis of which will provide a means whereby development is designed in a sensitive and responsive manner to the physical conditions of the site. Information for this section was compiled from a variety of sources, including site visits, referencing topographic, hydrological, archaeological and traffic analyses, and correspondence with staff from the local jurisdictions. The Development Capability Report follows the Town of Marana requirements provided in the Town of Marana Land Development Code.

Pursuant to such requirements, information on the following physical components of the site was compiled to assess the suitability of the property for development:

- Existing structures, roads and other development
- Topography and slope analyses
- Hydrology and water resources
- Vegetation and wildlife habitat
- Geology and soils
- Viewsheds
- Cultural resources
- Existing infrastructure and public services

B. Existing Land Uses

This section of the Development Capability Report identifies existing zoning, land use and structures on-site and on surrounding properties, as well as other proposed development in the project vicinity.

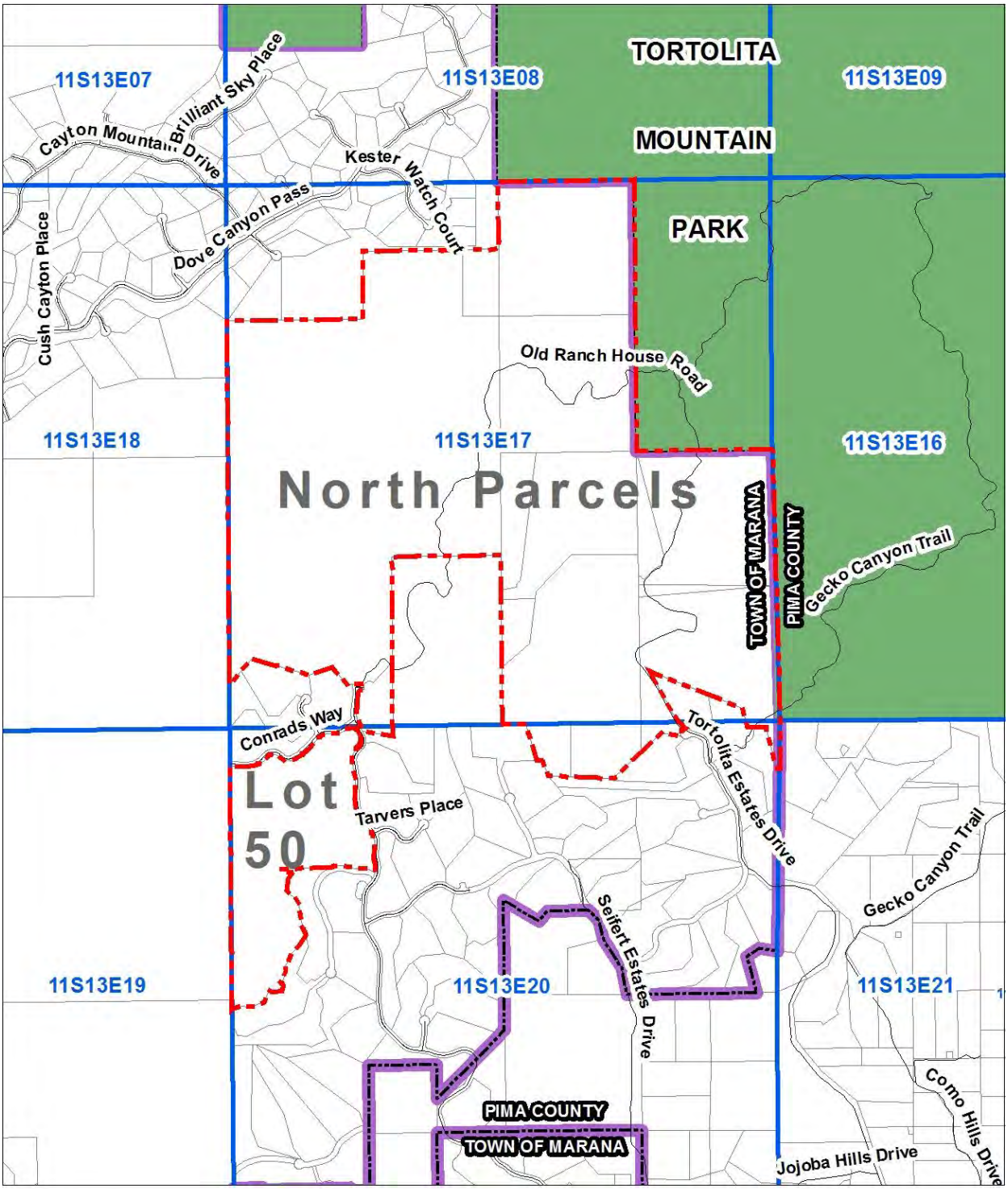
1. Site Location

The project site is situated within the eastern limits of the Town of Marana in Township 11 South, Range 13 East, Sections 17 and 20. The property lies approximately 2.5 miles north of Tangerine Road and is accessed by Thornydale Road. Thornydale transitions into Old Ranch House Road after travelling through a tunnel which cuts through a hillside at the southern end of Saguaro Ranch. A future bridge and roadway is currently under construction to link the eastern portion of the North Parcels to the primary gated access point located off Old Ranch House Road.

The site borders the Dove Mountain Specific Plan on its western edge and on the western half of the northern property boundary. The Tortolita Mountain Park abuts the remainder of the northern property boundary. Tortolita Mountain Park was recently expanded and is now adjacent to the eastern boundary as well. Immediately south of the project area, there are existing platted lots within Saguaro Ranch that are vacant.

Unsubdivided residential properties are located southeast of the project location in Pima County. The site is comprised of 19 assessor's parcels, and the area is approximately 507 acres in total. (See *Exhibit II.B.1: Site Location*.)

Exhibit II.B.1: Site Location



LEGEND

- Specific Plan Boundary
- Township, Range & Section
- Jurisdictional Boundaries

Notes:

Project Site is located at:
Township 11S, Range 13E, and Sections 17 and 20
Acreage: Approx. 507 AC, Parcel ID #'s: 219-07-0050, 219-10-075A, 219-10-075B, 219-07-0040, 219-07-0140, 219-07-012C, 219-07-012A, 219-07-0110, 219-07-013C, 219-07-0160, 219-07-015A, 219-07-013B, 219-10-001H, 219-10-001G, 219-10-002F, 219-10-002D, 219-10-1170, 219-10-001E and 219-10-1380

NORTH 0' 750' 1500'

FILE NAME: NCP-01_location.mxd
SOURCE: Pima County GIS, 2014

2. Existing On-Site Land Use and Zoning

The existing Town of Marana zoning designation on the property is RD-180, "Rural Development", which is intended to protect and preserve the character, and to promote orderly development of more rural areas. This specific plan will allow for approximately 150 units of one- and two-story single family residential use on ±507 acres of property, which will result in a density of 0.30 RAC (residences per acre).

In addition to the Halle residence, which sits on a 4.2 acre parcel located at 14454 N. Old Ranch House Road, the site of the former restaurant "McClintock's" is the only other finished structure on the property. There is also a cement foundation approximately 300 feet south of the former restaurant that was intended to be the site of additional development.

3. Conditions on Properties within a One-Quarter Mile Radius

a. Zoning

The zoning designations of surrounding properties, as depicted in *Exhibit II.B.3.a* are as follows:

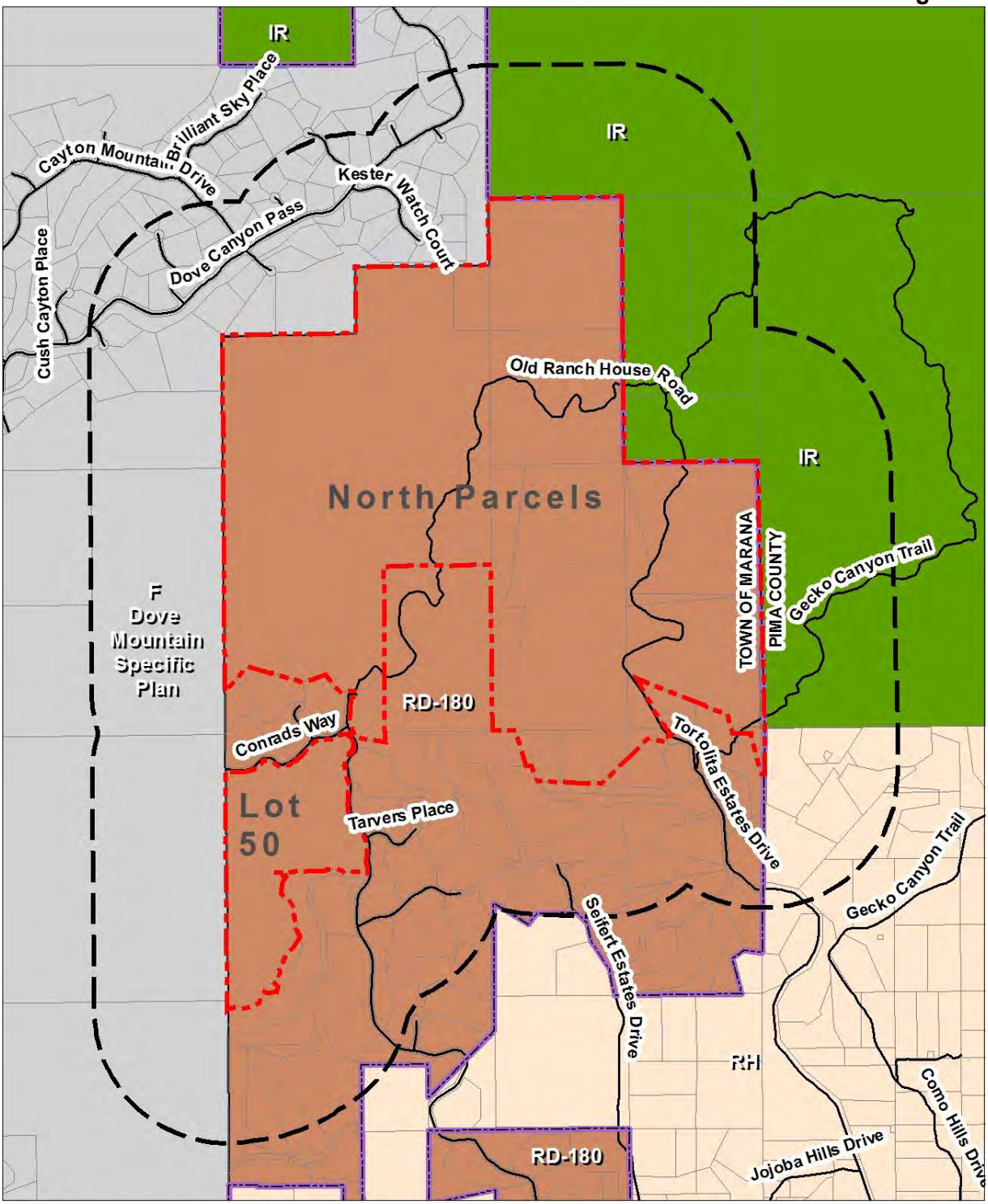
North: Town of Marana F (Dove Mountain Specific Plan) and Pima County IR (Institutional Reserve)

South: Town of Marana RD-180 (Rural Development) and Pima County RH (Rural Homestead)

East: Pima County RH (Rural Homestead) and IR (Institutional Reserve)

West: Town of Marana F (Dove Mountain Specific Plan)

Exhibit II.B.3.a: Existing Zoning



b. General Plan Land Use

The 2010 Town of Marana General Plan indicates the entire site is designated RD-180, Rural Development Zoning District, which allows for a minimum lot size of 180,000 square feet. The surrounding general plan designations within one-quarter mile of the site, as depicted in *Exhibit II.B.3.b* are as follows:

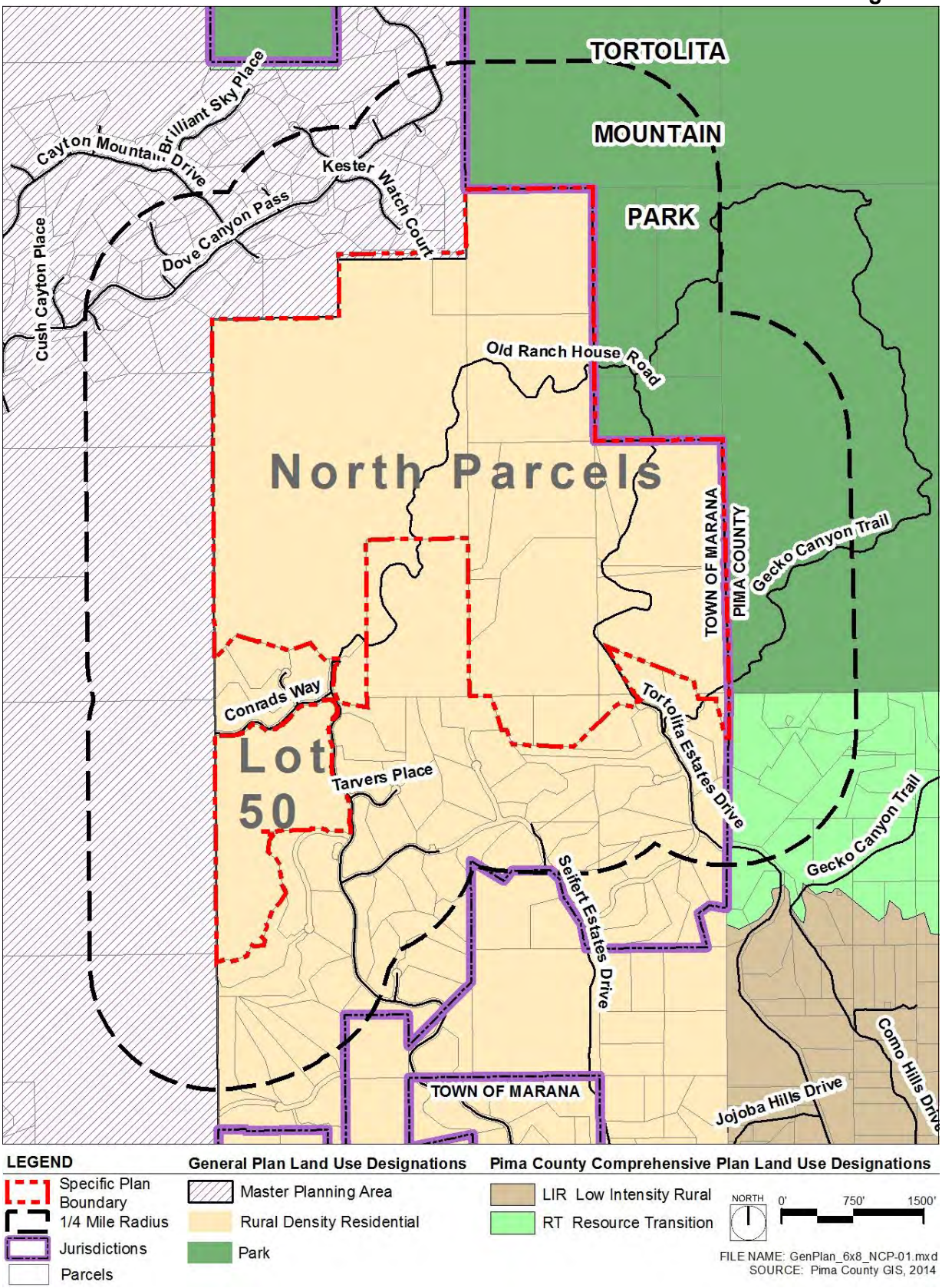
North: Town of Marana Master Planning Area and Park

South: Town of Marana Rural Density Residential

East: Pima County Resource Transition (RT) and Park

West: Town of Marana Master Planning Area

Exhibit II.B.3.b: General Plan Designations



c. Existing Land Uses

The land uses of surrounding properties within one-quarter mile, as depicted in *Exhibit II.B.3.c: Existing Land Uses* are as follows:

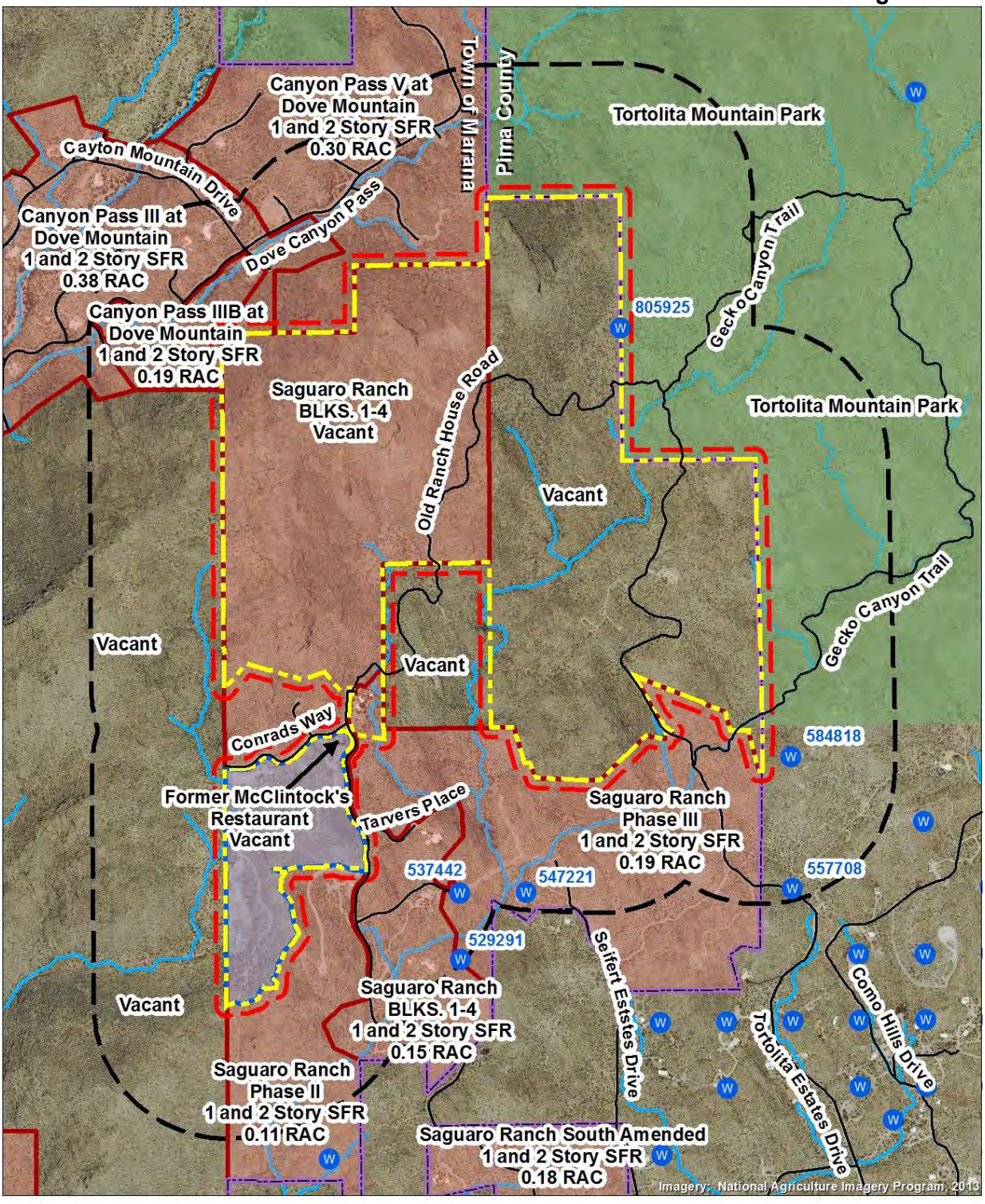
North: Tortolita Mountain Park, Dove Mountain Specific Plan

South: Saguaro Ranch Phase II and Phase III

East: Tortolita Mountain Park, Vacant Land

West: Dove Mountain Specific Plan

Exhibit II.B.3.c: Existing Land Use



LEGEND

- Specific Plan Boundary
- 100 ft. Radius
- 1/4 Mile Radius
- Jurisdictions
- Approved Subdivision Plat
- Approved Development Plan
- Roads
- Washes
- Wells (Registry ID Number labeled)

NORTH 0' 750' 1500'

FILE NAME: NCP-01_ex_cond_6x8.mxd
SOURCE: Pima County GIS, 2014

d. Number of Stories of Existing Structures

There is one existing single story residence and one vacant single story structure on the site. The vacant structure is the former site of "McClintock's" restaurant. There is also a cement foundation approximately 300 feet south of the former restaurant that was originally intended for use, but was never developed into a structure. There are no two story single-family residential homes located within a quarter-mile of the site.

e. Pending and Conditional Rezonings

There are no pending or conditional rezonings of properties within one-quarter mile of the site.

f. Subdivision/Development Plans Approved

Approved projects related to Saguaro Ranch include the following:

- PRV0307-002 Saguaro Ranch Lots 9-52, Blocks 1-4,
- PRV0502-002 Saguaro Ranch South Amended
- PRV0502-003 Saguaro Ranch T-Bench Bar, Lots 1-8
- PRV0607-003 Saguaro Ranch II, Lots 50, 51, 53-65
- PRV0705-001 Saguaro Ranch IIIA
- PRV0802-001 Saguaro Ranch 1B
- DPR0402-002 Saguaro Ranch Guest Ranch Development Plan

.

Approved projects in the Canyon Pass area are as follows:

- PRV9809-001 Canyon Pass at Dove Mountain, Lots 1-48
- PRV9908-001 Canyon Pass II
- PRV0004-001 Canyon Pass III, Lots 111-181
- PRV0312-002 Canyon Pass IIIB, Lots 172-176
- PRV0010-001 Canyon Pass IVA
- PRV0204-004 Canyon Pass IVB
- PRV0512-003 Canyon Pass V

g. Architectural Styles of Adjacent Development

Existing homes in the area are rural custom-home type single-family residences with southwest and ranch architectural style.

4. Well Sites within 100 Feet of the property

According to Pima County Geographic Information Systems and the Arizona Department of Water Resources, well #805925 is located along the site boundary bordering Tortolita Mountain Park, and approximately 600 feet north of Old Ranch

House Road. There are no other wells located on-site, or within 100 feet of the property. *See Exhibit II.B.3.c: Existing Land Uses*.

C. Topography and Slope

The elevations on the property range from approximately 3,100 feet in the southern section of property known as "Lot 50" to approximately 4,020 feet in the northern-most portion of the property. Three unnamed washes cross a portion of the northern section of the property. One wash with a peak flow of under 500 CFS run concurrently with the property boundary of Lot 50. Prospect Wash crosses the southeastern corner of the north property with peak flows from 1000-2000 CFS. Existing topography at 40' contour intervals is shown on *Exhibit II.C.1: Topography and Slope*.

1. Hillside Conservation Areas

There are level 1 restricted peaks and ridges located at the northern and central sections of the future Ranchette portion of the property, and in the eastern part of Lot 50 (See *Exhibit II.C.3: Topography and Slope*.) According to Title 19 of the Town of Marana Land Development Code, all development is subject to a 300-foot building setback from each peak or ridge designated as protected.

2. Rock Outcrops

There are rock outcrops throughout the site. See *Exhibit II.E.2: Site Resource Inventory*.

3. Slopes of 15% or Greater

A significant portion of the property has slopes greater than 15 and 25 percent. The steeper slopes in the northern portion of the site are mainly located in the western part of the property. The steeper slopes in the Lot 50 portion of the site are mainly located along the eastern edge of the property. The surface slope of the property is shown on *Exhibit II.C.3: Topography and Slope*.

4. Other Significant Topographic Features

Saguaro Ranch contains protected peaks and ridges as shown on *Exhibit II.C.3: Topography and Slope*. The Saguaro Ranch Specific Plan avoids protected peaks and ridges and seeks to minimize development on steep slopes wherever possible.

5. Pre-Development Cross-Slope

The average cross-slope of the property is approximately 38.9%.

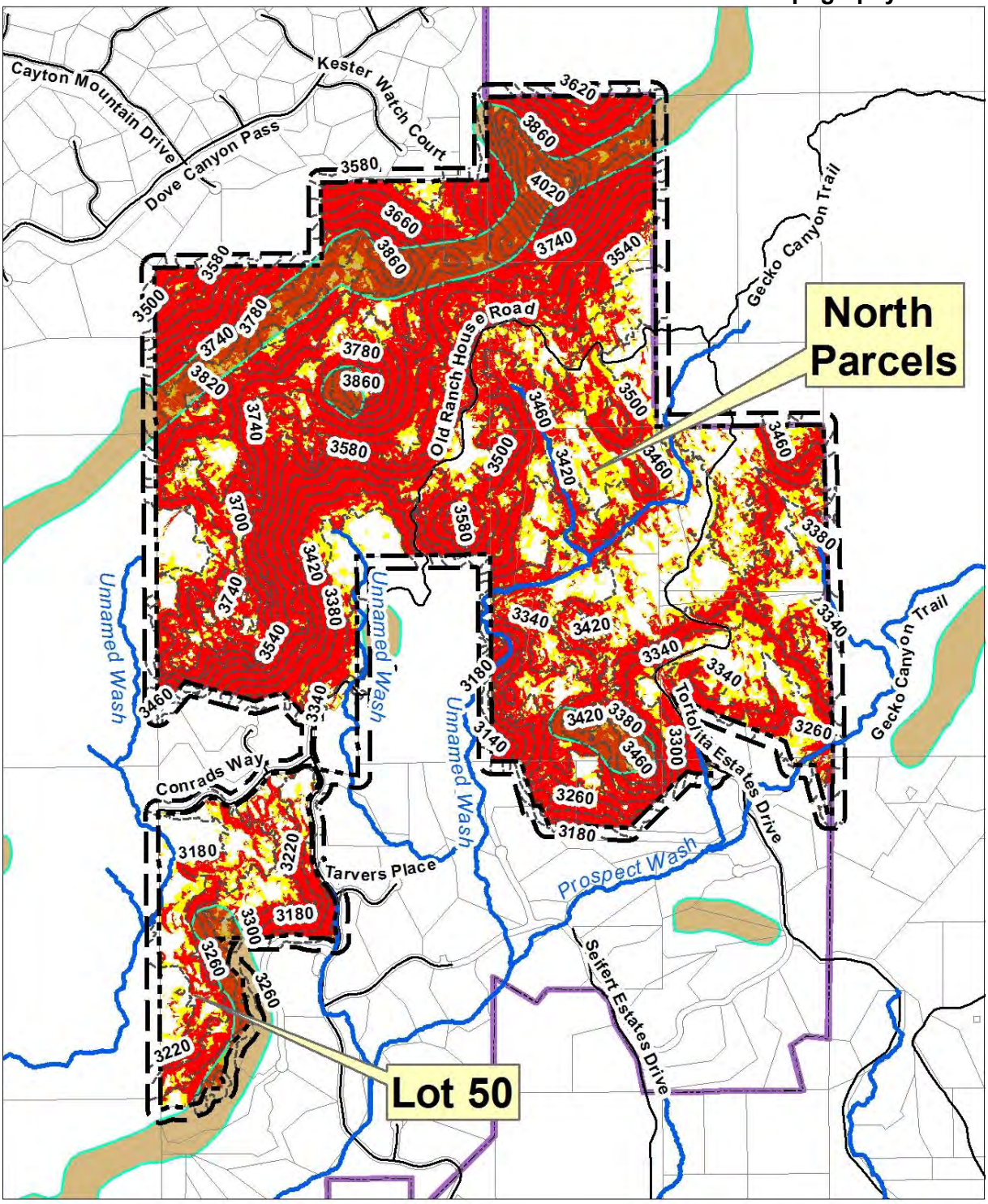
The pre-development cross slope calculation and values used are as follows:

Cross-slope = (I x L x 0.0023) / A

Where:

I = contour interval (2')
L = total length of contours (4,294,388')
0.0023 = conversion of "square feet" into "acres x 100"
A = total site area in acres (507)

Exhibit II.C.3: Topography and Slope



D. Hydrology

The following site hydrology information was analyzed and prepared by Rick Engineering Company. All hydrology information is for planning purposes only and is subject to verification/modification via the drainage report with supporting calculations based on then existing and proposed conditions at the time of subdivision platting.

1. Off-Site Watersheds

North Parcels

a. Off-Site Watersheds

There are four (4) off-site (OS) watersheds that affect the north parcels of the project (see *Exhibit II.D.1: Off-Site Watersheds*). OS-1 enters the project near the northeast corner and is conveyed through the project. Smaller watersheds (associated with concentration points OS-2 and OS-3) also enter the north parcels near the northeast corner of the project and are conveyed through the eastern portion of the site. The Prospect Wash (concentration point OS-4) crosses through the north parcels near the southeast corner of the north parcels.

The nature and quantity of these off-site flows will be further evaluated in the drainage report(s) prepared for the development of the site. The necessary improvements to convey the flows will be determined at that time and will be incorporated into the drainage improvements for the development.

b. Off-site features that may affect or be affected by the site

The offsite watersheds impacting the north parcels are undeveloped and are encompassed by the Tortolita Mountain Park. The existence of this natural, publicly administered park indicates that the offsite watersheds impacting the north parcels will remain natural for the foreseeable future. The areas downstream and to the south of the main portion of the north parcels are natural and unsubdivided or platted as a low-density residential subdivision (Saguaro Ranch III). Flows entering and exiting the north parcels will do so in a manner similar to existing conditions, in compliance with Town of Marana floodplain regulations, and will not adversely impact adjacent properties.

c. Upstream Off-Site Watershed Discharges

OS-1 has a contributing area of 219-acres and a peak discharge of 950 cfs. The off-site watersheds contributing flows to Wash V have a contributing area of 7.8-acres and peak discharge of 54 cfs at CP OS-2 and a peak discharge of 95 cfs at CP OS-3 (with a contributing area of 16.3-acres). The off-site watershed associated with the Prospect Wash has a contributing area of 427.5-acres and a peak discharge of 1758 cfs at concentration point (CP) OS-4.

The reported peak discharges were taken from approved studies, reports, and plans or were calculated based on Pima County methodology in accordance with methodology presented in *Drainage Report for Saguaro Ranch* by Rick Engineering, September 30, 2003. See *Exhibit II.D.1: Off-Site Watersheds* for the watersheds and concentration points described above.

Lot 50 – Saguaro Ranch II

a. Off-Site Watersheds

There are three (3) off-site watersheds that affect Lot 50 (see *Exhibit II.D.1: Off-Site Watersheds*). Wash I enters Lot 50 across the west property line, flows in a southerly direction, and leaves Lot 50 by flowing across the western property line. Off-site flows from the north (CP OS-5 and OS-6) are conveyed across Conrad's Way or are conveyed below the roadway by a culvert structure. Wash II-C enters Lot 50 near the northeast corner and is conveyed through the project, leaving the project across the east boundary. Offsite flows from OS-5 drain to Wash II-C and OS-6 drains to Wash I.

The nature and quantity of these off-site flows will be further evaluated in the drainage report(s) prepared for the development of the site. The necessary improvements to convey the flows will be determined at that time and will be incorporated into the drainage improvements for the development.

b. Off-site features that may affect or be affected by the site

There are several off-site man-made features that impact the site. These include Conrad's Way located along the northern boundary and Old Ranch House Road located along the eastern boundary. The roadway improvements limit the quantity and location of flows onto the site through the use of culverts, channels and other drainage structures. An existing culvert conveys a portion of flows at CP OS-6 adjacent to the Conrad's Way ROW and discharges to Wash I.

c. Upstream Off-Site Watershed Discharges

The off-site watershed associated with Wash I has a contributing area of 140-acres and a peak discharge of 728 cfs at concentration point (CP) I. Wash II-C has a contributing area of 17.2-acres and a peak discharge of 120 cfs at CP OS-5, at its discharge across the north boundary of Lot 50 and across Conrad's Way. The other off-site watershed discharging across the north property line has a peak discharge of 95 cfs at CP OS-6, with associated contributing area of 13.2-acres.

The reported peak discharges were taken from approved studies, reports, and plans or were calculated based on Pima County methodology in accordance with methodology presented in *Drainage Report for Saguaro Ranch* by Rick Engineering,

September 30, 2003. See *Exhibit II.D.1: Off-Site Watersheds* for the watersheds and concentration points described above.

2. On-Site Hydrology

North Parcels

The north parcels have eight (8) onsite watersheds as delineated on *Exhibit II.D.2: Existing Hydrology*. Watersheds 1 through 7 generally drain from the north to south. Watershed 8 generally drains to the north and discharges to the existing low-density residential subdivision (Dove Mountain) to the north.

This project is located in a critical basin (Tortolita Basin) as defined by the map entitled "Critical Basins within Unincorporated Pima County", effective March 15, 2007.

a. On-Site Regulatory Floodplains:

The north parcels are impacted by various regulatory floodplains as shown on *Exhibit II.D.2: Existing Hydrology*. Many of the on-site regulatory floodplains were studied and delineated by Rick Engineering with the Drainage Report for Saguaro Ranch, September 30, 2003, previously approved by Pima County. Additional analysis has been performed to delineate regulatory floodplains to include those with a 100-year discharge of 50 cfs or greater, in accordance with Town of Marana requirements.

b. Areas of Sheet Flooding and Average Depths:

The north parcels are not impacted by sheet flooding. The relatively steep slopes and mountainous terrain throughout the project and associated high runoff velocity has encouraged runoff to form defined drainage paths.

c. Federally Mapped Floodways and Floodplains:

According to FEMA Flood Insurance Rate Map (FIRM) number 04019C1060L (effective June 16, 2011), there are no Federally Mapped Floodways and Floodplains on the north parcels. The entire project is located within Zone X, "areas determined to be outside the 0.2% annual chance floodplain". Refer to *Exhibit II.D.2.c: FEMA FIRM* for the location of mapped floodplains within the vicinity.

d. 100-Year Peak Discharges:

Onsite Watershed 1 generates approximately 165 cfs. Watershed 2 has a cumulative discharge of 554 cfs at CP 2.1. Watershed 3 has a cumulative discharge of 1320 cfs at CP II-2 (per *Drainage Report for Saguaro Ranch* by Rick Engineering, September 30, 2003). Watershed 4 has a cumulative discharge of 181 cfs at CP 4-1 (where it discharges across the north parcels south boundary) and 216 cfs at CP 4-2 at its confluence with the Prospect Wash (per *Drainage Report for Saguaro Ranch Phase III* by Rick Engineering, May 31, 2006). Watershed 5 has a cumulative discharge of 92

cfs at CP 5-1 (where it discharges across the north parcels south boundary) and 137 cfs at CP 5-2 at its confluence with the Prospect Wash (per *Drainage Report for Saguaro Ranch Phase III* by Rick Engineering, May 31, 2006). Watershed 6 has a cumulative discharge of 240 cfs at CP 6-1. Watershed 7 generates approximately 45 cfs that is conveyed across the south boundary. Watershed 8, having a total area of 65.1-acres, generates approximately 455 cfs that is conveyed across the north boundary as unconcentrated flow.

See *Exhibit II.D.2: Existing Hydrology*.

e. Existing Conditions at Downstream Property Boundary:

Runoff from Watersheds 1-7 and off-site runoff conveyed through those watersheds discharges across the west, south, and east property lines. To the west is natural, privately owned land. To the south are other portions of the Saguaro Ranch large lot development (including Lot 50). To the east is the Tortolita Mountain Park, owned by Pima County. Generally, flows discharge across these downstream boundaries in natural washes or as unconcentrated flow on steep slopes that flow to the washes further downstream.

Runoff from Watershed 8 discharges across the north boundary to the adjacent low-density residential subdivision, primarily as unconcentrated flows. This watershed is primarily composed of steep slopes and runoff is conveyed to the wash to the north of this project. There are no defined flows paths or regulatory floodplains within Watershed 8.

Lot 50 – Saguaro Ranch II

Lot 50 has been divided into two (2) on-site watersheds as delineated on *Exhibit II.D.2: Existing Hydrology*. Watersheds 9 generally drain from the east to west. Watershed 10 generally drains from west to east. There is an existing structure with associated site and drainage improvements in the northeast corner of Lot 50, near the intersection of Old Ranch House Road and Conrad's Way.

This project is located in a critical basin (Tortolita Basin) as defined by the map entitled "Critical Basins within Unincorporated Pima County", effective March 15, 2007.

a. On-Site Regulatory Floodplains:

Lot 50 is impacted by various regulatory floodplains as shown on *Exhibit II.D.2: Existing Hydrology*. The on-site regulatory floodplains associated with Wash I was previously studied and delineated by Rick Engineering with the *Drainage Report for Saguaro Ranch*, September 30, 2003, previously approved by Pima County. Wash II-C was channelized as part of the development of the Saguaro Ranch Guest Ranch and was delineated by Rick Engineering in the *Drainage Report for Saguaro Guest Ranch*, April 2, 2004. Additional analysis has been performed to delineate regulatory

floodplains to include those with a 100-year discharge of 50 cfs or greater, in accordance with Town of Marana requirements.

b. Areas of Sheet Flooding and Average Depths:

Lot 50 is not impacted by sheet flooding. The relatively steep slopes and mountainous terrain throughout the project and associated high runoff velocity has encouraged runoff to form defined drainage paths.

c. Federally Mapped Floodways and Floodplains:

According to FEMA Flood Insurance Rate Map (FIRM) number 04019C1060L (effective June 16, 2011), there are no Federally Mapped Floodways and Floodplains on the north parcels. The entire project is located with Zone X, "areas determined to be outside the 0.2% annual chance floodplain". Refer to *Exhibit II.D.2.c: FEMA FIRM* for the location of mapped floodplains within the vicinity.

d. 100-Year Peak Discharges:

Onsite Watershed 9 generates approximately 250 cfs. The cumulative discharge at CP I per *Drainage Report for Saguaro Ranch* by Rick Engineering, September 30, 2003 (including significant offsite flows) is 728 cfs. Onsite Watershed 10 generates approximately 95 cfs, while the cumulative discharge at CP 10-1 is 153 cfs (CP 133+00 per *Drainage Report for Saguaro Ranch* by Rick Engineering, September 30, 2003).

See *Exhibit II.D.2: Existing Hydrology*.

e. Existing Conditions at Downstream Property Boundary:

Runoff from Watershed 9 discharges across the west property line of Lot 50 to natural, privately owned land. Watershed 10 discharges to the east across Old Ranch House Road by means of existing CMP culverts and as sheet flow across super-elevated roadway sections. Watershed 10 also discharges to the south. In each case Watershed 10 is discharging to other portions of the Saguaro Ranch development in a manner consistent with the *Drainage Report for Saguaro Ranch* by Rick Engineering, September 30, 2003.

Exhibit II.D.1: Off-Site Watersheds

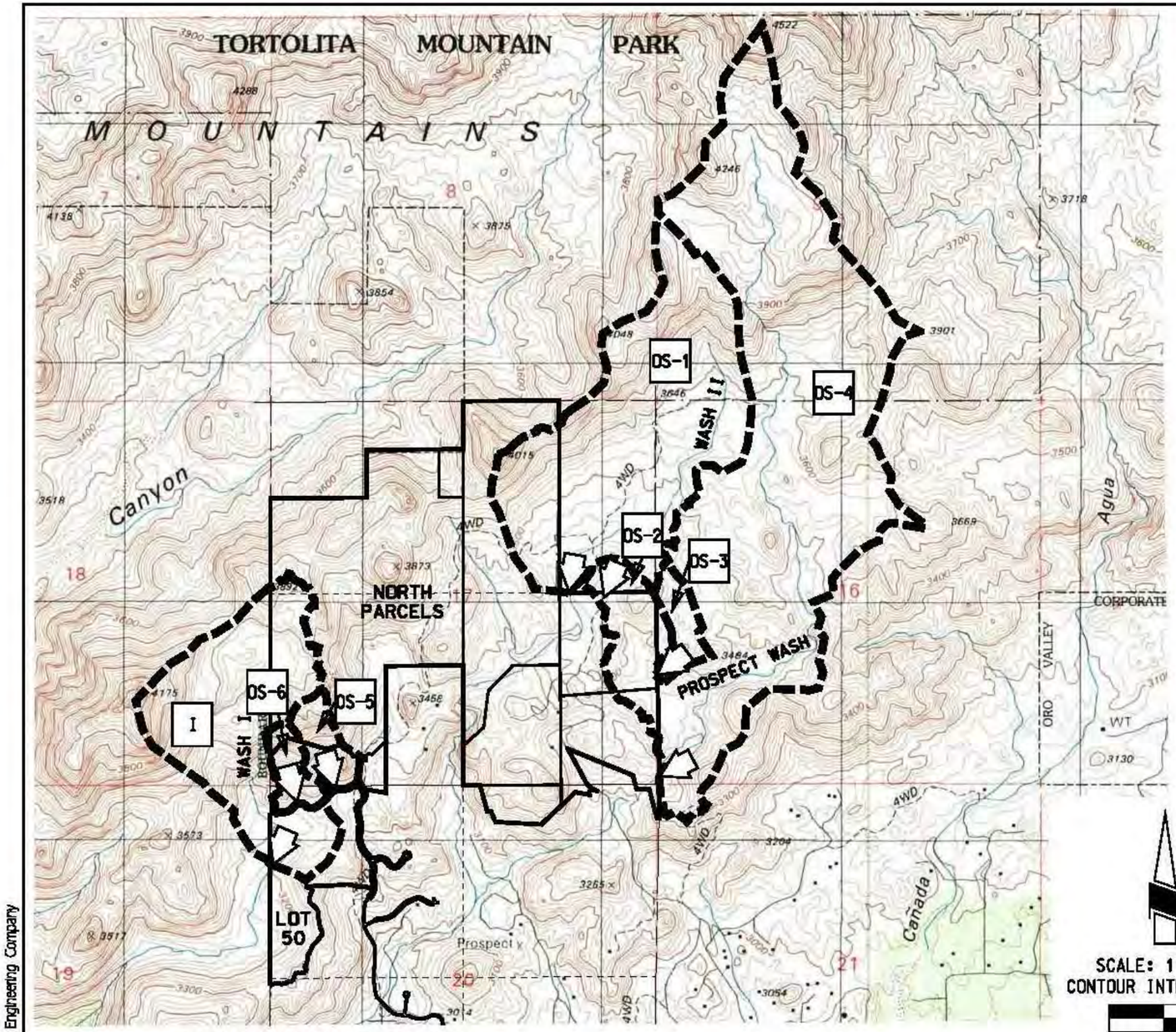


EXHIBIT II.D.1
OFFSITE WATERSHEDS
SAGUARO RANCH SPECIFIC PLAN

OFFSITE PEAK FLOWS		
WATERSHED CP's	AREA [ac]	Q100 [cfs]
OS-1	219	950
OS-2	7.8	54
OS-3	16.3	95
OS-4	427.5	1758 *
OS-5	17.2	120
OS-6	13.2	95
I	140	728 *

* Per Drainage Report for Saguaro Ranch by Rick Engineering, dated Sept. 30, 2003

LEGEND

- CONCENTRATION POINT
- 1 — WATERSHED NAME
- WATERSHED BOUNDARY

SCALE: 1"= 1500'
CONTOUR INTERVAL = 20'
0' 750' 1500'

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RICK ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520.795.1000
(FAX)520.322.6956

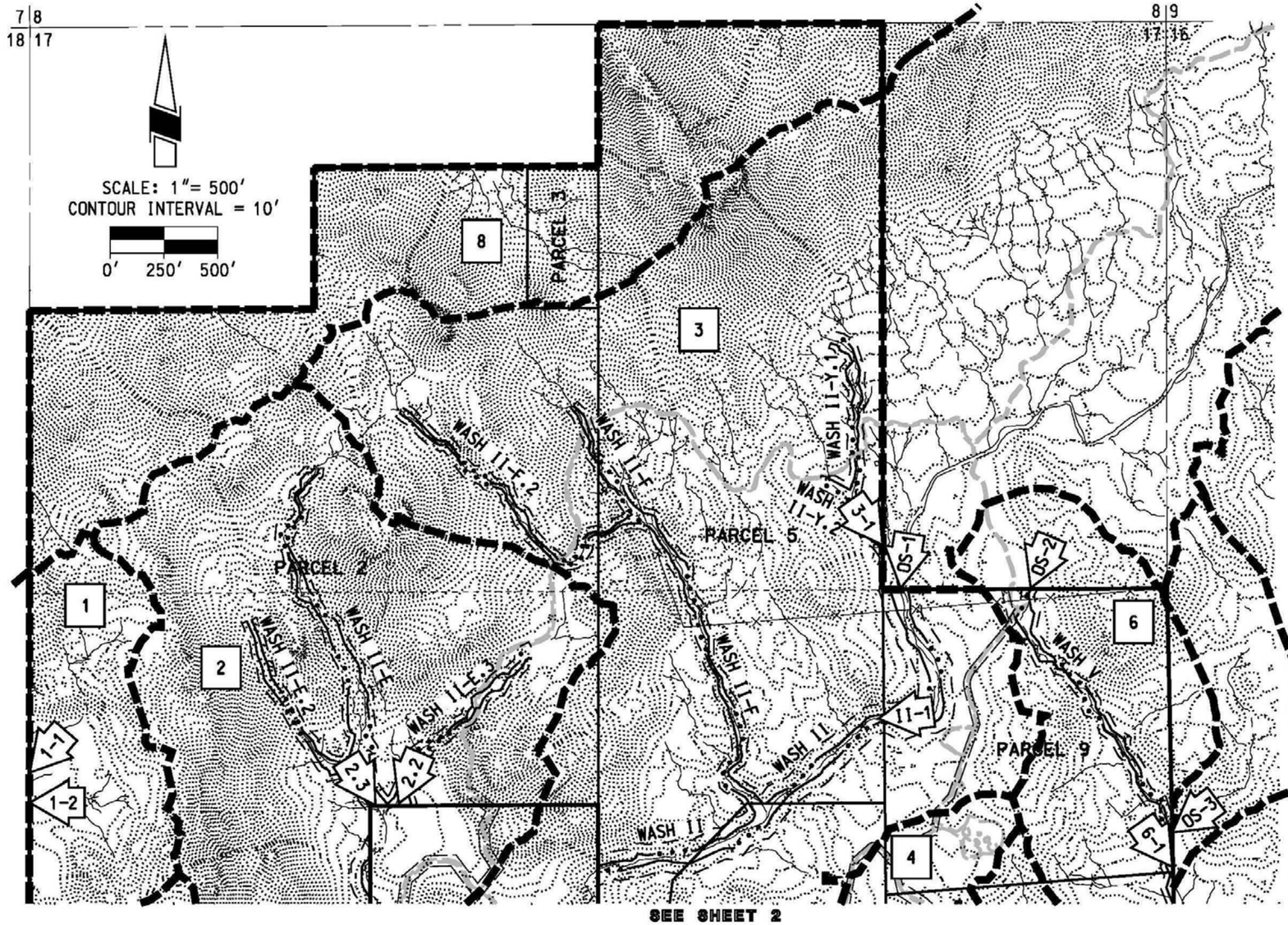
NOTE:
TOPOGRAPHY REPRODUCED FROM RUELAS CANYON 7.5 MIN. USGS QUADRANGLE MAP (1996).

DATE: 12/03/2014

PAGE 1 OF 1

Exhibit II.D.2: Existing Hydrology (Sheet 1 of 2)

EXHIBIT II.D.2
EXISTING HYDROLOGY
SAGUARO RANCH SPECIFIC PLAN



DESIGN PEAK FLOWS	
WATERSHED CP's	Q100 [cfs]
1-1	57
1-2	69
2-1	554
2-2	155
2-3	301
3-1	170
3-2	108
4-1	181
4-2	216
5-1	92
5-2	137
6-1	240
7	45
8	455 **
10-1	153
I	728 *
II-1	973 *
II-2	1320 *
OS-1	950
OS-2	54
OS-3	95
OS-4	1758 *
OS-5	120
OS-6	95

* Per Drainage Report for Saguaro Ranch by Rick Engineering, dated Sept. 30, 2003
** Total 100-year discharge originating on-site (not at a CP)

LEGEND

- 1 — WATERSHED
- 1 — CONCENTRATION POINT
- WATERSHED BOUNDARY
- BUILDING EROSION HAZARD SETBACK
- REGULATORY FLOOD LIMITS (EXISTING)

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NOTE:
FOR CONTINUITY, WASH NAMING CONVENTION IS TAKEN FROM THE DRAINAGE REPORT FOR SAGUARO RANCH (RICK ENGINEERING, SEPT. 30, 2003)

DATE: 12/03/2014

PAGE 1 OF 2

Exhibit II.D.2: Existing Hydrology (Sheet 2 of 2)

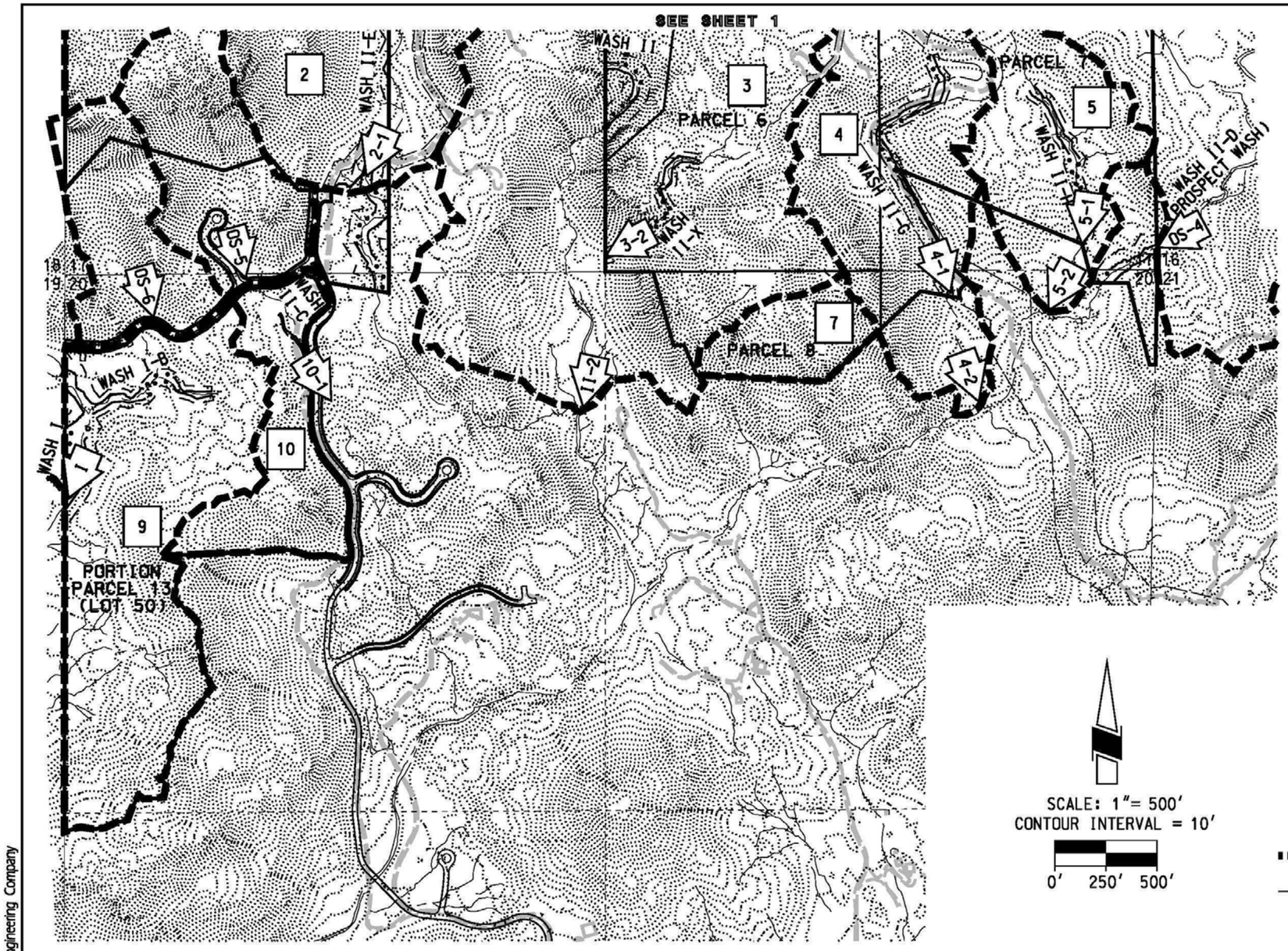


EXHIBIT II.D.2
EXISTING HYDROLOGY
SAGUARO RANCH SPECIFIC PLAN

DESIGN PEAK FLOWS	
WATERSHED CP's	Q100 [cfs]
1-1	57
1-2	69
2-1	554
2-2	155
2-3	301
3-1	170
3-2	108
4-1	181
4-2	216
5-1	92
5-2	137
6-1	240
7	45
8	455 **
10-1	153
I	728 *
II-1	973 *
II-2	1320 *
OS-1	950
OS-2	54
OS-3	95
OS-4	1758 *
OS-5	120
OS-6	95

* Per Drainage Report for Saguaro Ranch by Rick Engineering, dated Sept. 30, 2003
** Total 100-year discharge originating on-site (not at a CP)

SCALE: 1"= 500'
CONTOUR INTERVAL = 10'
0' 250' 500'

LEGEND

- 1 — WATERSHED
- 1 — CONCENTRATION POINT
- WATERSHED BOUNDARY
- BUILDING EROSION HAZARD SETBACK
- REGULATORY FLOOD LIMITS (EXISTING)

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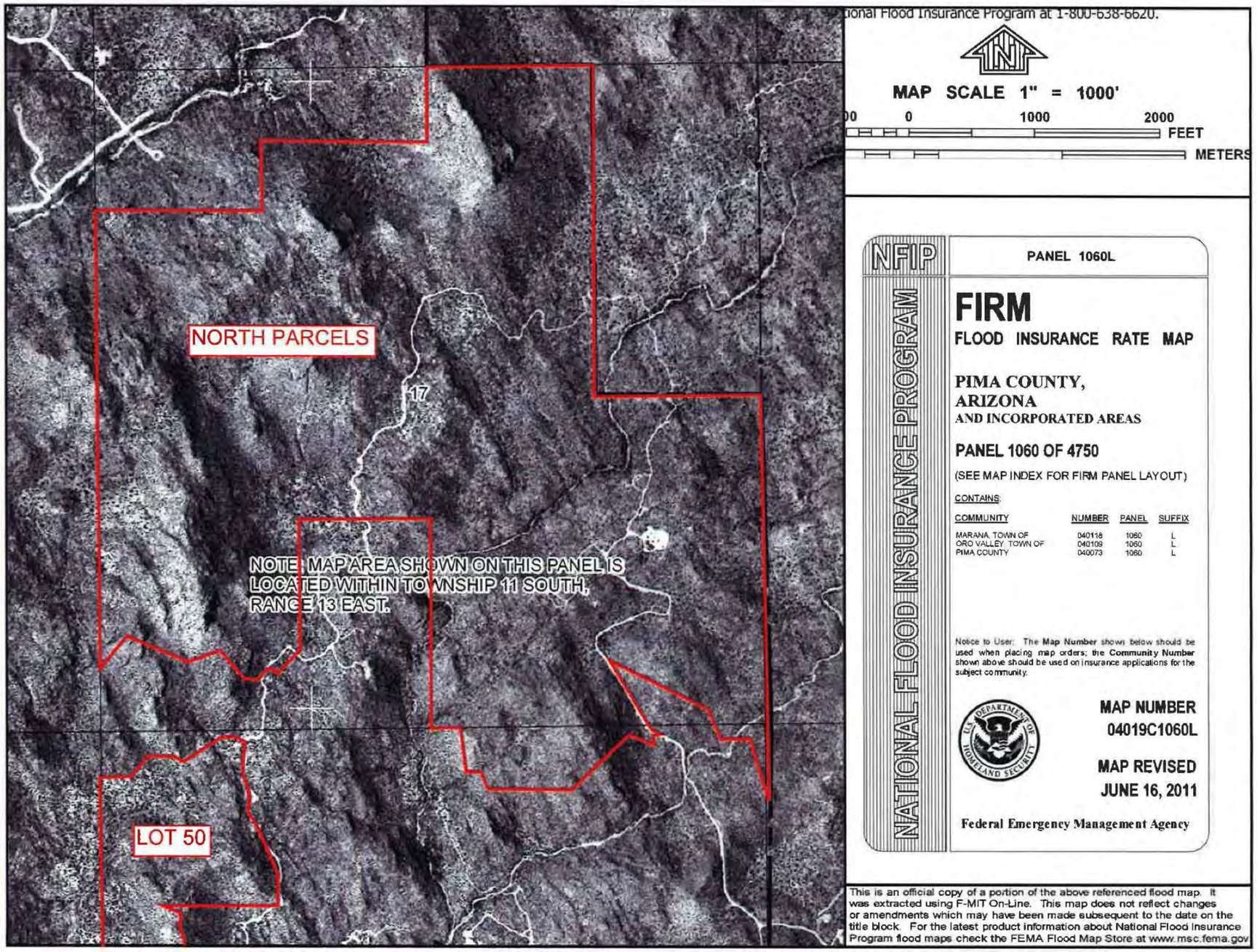
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NOTE:
FOR CONTINUITY, WASH NAMING CONVENTION IS TAKEN FROM THE DRAINAGE REPORT FOR SAGUARO RANCH (RICK ENGINEERING, SEPT. 30, 2003)

DATE: 12/03/2014

PAGE 2 OF 2

Exhibit II.D.2.c: FEMA FIRM (Sheet 1 of 2)



ional Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 1000'

00 0 1000 2000 FEET

METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 1060L

FIRM

FLOOD INSURANCE RATE MAP

PIMA COUNTY, ARIZONA
AND INCORPORATED AREAS

PANEL 1060 OF 4750

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MARANA, TOWN OF	040118	1060	L
ORO VALLEY, TOWN OF	040109	1060	L
PIMA COUNTY	040073	1060	L

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

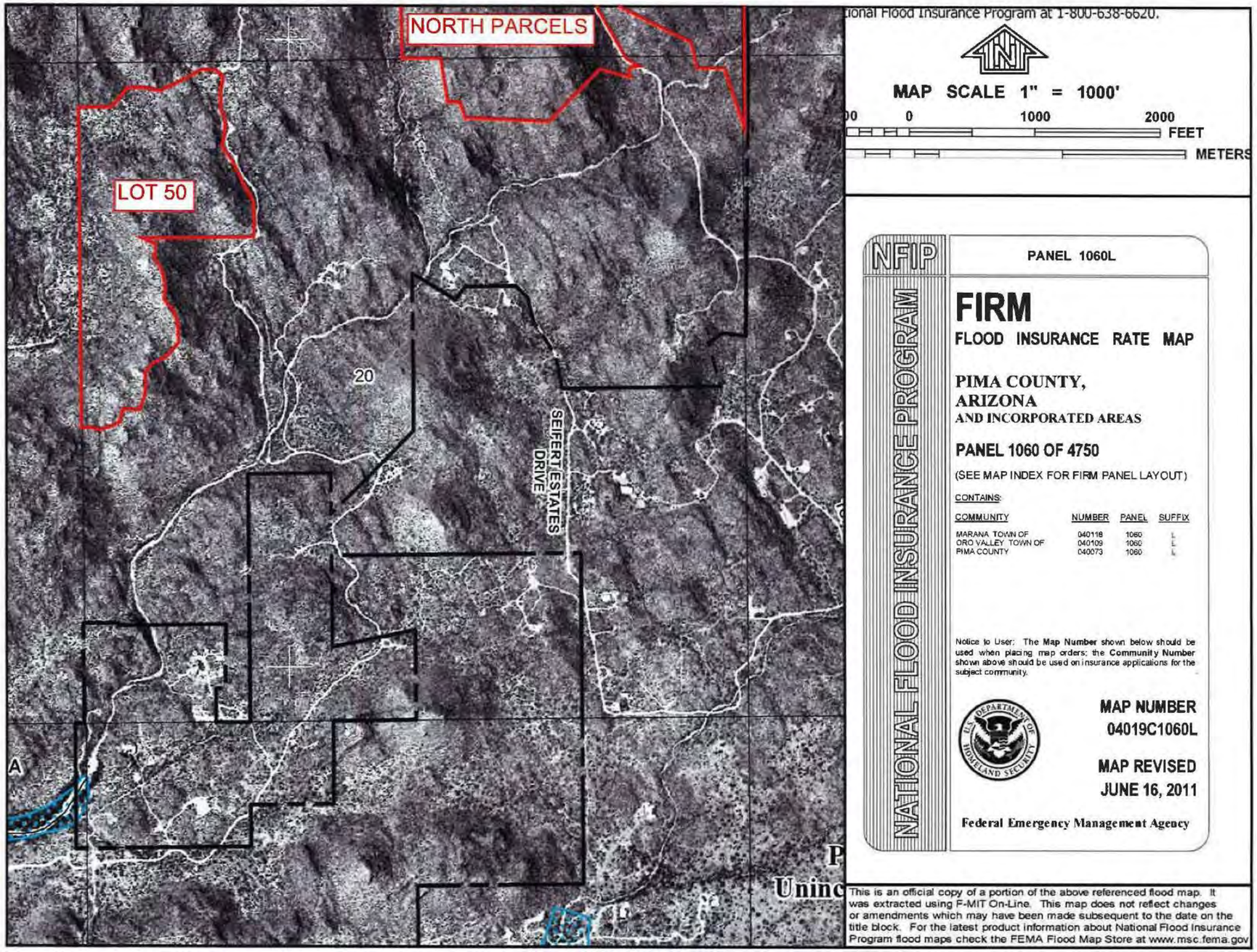
MAP NUMBER
04019C1060L

MAP REVISED
JUNE 16, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Exhibit II.D.2.c: FEMA FIRM (Sheet 2 of 2)



E. Vegetation

1. Vegetative Communities and Associations On-Site

The project site is located southeastern foothills of the Tortolita Mountains and contains native vegetation that is typical of that found in the Arizona Sonoran Desert. The site drains from the northeast to southwest and there are well-defined washes running through the northeastern portion of the property. The property occurs within the Arizona Upland subdivision of the Sonoran Desertscrub biotic community (Brown and Lowe 1980[1]). Existing vegetation is categorized into two distinct communities; Palo Verde – Mixed Cacti, in the uplands, and Sonoran Riparian Scrub growing along the washes (Pima County GIS 2014). See *Exhibit II.E.1: Vegetation Communities.*

a. Arizona Upland Subdivision, Palo Verde-Mixed Cactus series:

A Site Resource Inventory was completed in accordance with Town of Marana requirements (*See Exhibit II.E.2*). Existing upland vegetation across the property is diverse in vegetation species composition and structure. Dominant species on the property include foothill palo verde (Parkinsonia microphylla), creosotebush (Larrea tridentata), triangle-leaf bursage (Ambrosia deltoidea), brittle bush (Encilia farinose), ocotillo (fouquieria splendens), barrel cacti (Ferocactus wislizenii), saguaro (Carnegiea gigantea), cholla species (Opuntia sp.), prickly pear species (Opuntia sp.) and a variety of other small cacti. Smaller numbers of blue palo verde (Parkinsonia florida) and desert ironwood (Olneya tesota) trees are also present. Mature ironwoods were not noted on the property.

The health of undisturbed upland vegetation on site is generally good to fair. The saguaro age structure is healthy. Many of the upland trees are exhibiting some signs of stress due to current drought conditions.

Portions of the site that have been accessed by clearing operations and/or grazing vary in condition from denude of any significant vegetation to minimal native understory vegetation. These areas are largely associated with previous ranching operations and/or grazing limits dictated by fencing.

b. Sonoran Riparian Scrub vegetation:

Sonoran Riparian Scrub vegetation is associated with the wash running through the northern portion of the property. This community is dominated by mesquite trees (*Prosopis velutina*), whitethorn acacia (*Vachellia constricta*), and foothills paloverde (Parkinsonia michrophyla).

[1] Brown, D.E., and C. Lowe, 1980. Biotic communities – Southwestern United States and Northwestern Mexico. Map. University of Utah Press. Salt Lake City, Utah.

The exclusive defining factor of the existing riparian vegetation on-site is density. This vegetation is largely the same species makeup as the upland vegetation but with a greater density of plant coverage due to the concentrated runoff from rainfall. There are no species more typically defined as riparian in nature such as Hackberry (Celtis reticulate) or Cottonwood (Populus sp).

Table II.E.1 presents a list of plants observed during a June 2013 site visit. Also observed, but not listed, were various bunch grasses and forbs.

Table II.E.1: Species list of plant species observed on site.

SCIENTIFIC NAME	COMMON NAME
Ambrosia deltoidea	Triangle-leaf bursage
Baccharis sarothroides	Desert broom
Carnegiea gigantea	Saguaro cactus
Echinocereus sp.	Hedgehog cactus
Ferocactus wislizenii	Barrel cactus
Fouquieria splendens	Ocotillo
Larrea tridentata	Creosotebush
Mammillaria microcarpa	Pincushion cactus
Olneya tesota	Desert ironwood
Opuntia engelmannii	Prickly pear cactus
Opuntia fulgida	Chain fruit cholla
Opuntia versicolor	Staghorn cholla
Parkinsonia microphylla	Foothills palo verde
Parkinsonia florida	Blue palo verde
Prosopis velutina	Velvet mesquite
Senegalia greggii	Catclaw acacia
Vachellia constricta	White thorn acacia

2. Significant Cacti and Groups of Trees

The saguaro population appears to have a stable age structure, with many young plants scattered throughout the site, as well as plants well over 30 feet in height, although the saguaro population on the property is typical for the area. No unusual groups of native trees or other native vegetation were noted on the property.

3. Special-Status Plant Species

The U.S. Fish and Wildlife Service (USFWS) identifies five plant species in Pima County that have protection under the Endangered Species Act (ESA) (Table II.E.3)[2]. None of

[2] http://www.fws.gov/southwest/es/arizona/Documents/CountyLists/Pima.pdf

these species are expected to occur on the property. In addition, the Arizona Game and Fish Department's (AGFD) Heritage Data Management System (HDMS) was accessed via their On-line Environmental Review Tool, to locate records of occurrence within 3 miles of the property for these species. The HDMS also includes records for numerous other species that do not have Endangered Species Act (ESA) protection (special-status species), and of lands of environmental concern, such as critical habitat for species with ESA protection and wildlife linkage corridors. The HDMS does not include records for any plant species with ESA protection. The summary page from the HDMS review has been included as *Exhibit: II.F.2: AGFD Online Environmental Review*.

Marana's draft Habitat Conservation Plan (HCP) does not include any plant species to consider.

Table II.E.3: USFWS List of Plant Species for Pima County

Common Name	Scientific Name	ESA Status
Plants		
Acuña cactus	*Echinomastus erectocentrus var. acunensis*)	Proposed Endangered
Gooding's onion	*Allium gooddingii*)	Conservation Agreement
Huachuca water umbel	*Lilaeopsis schaffneriana* ssp. *recurva*)	Endangered
Kearney's blue star	*Amsonia kearneyana*)	Endangered
Pima pineapple cactus	*Coryphantha scheeri* var. *robustispina*)	Endangered
Nichol Turk's head cactus	*Echinocactus horizonthalonius* var. *nicholii*)	Endangered

4. Vegetative Densities by Percentage of Plant Cover

The Pima County GIS (2014) categorizes the upland, Palo Verde – Mixed Cactus vegetation on the property as medium density, and the Sonoran Riparian Scrub vegetation along the washes as high density. According to 2014 Pima County GIS data, the Palo Verde – Mixed Cacti accounts for 496.7 acres and the Sonoran Riparian Scrub accounts for 6.7 acres. On the site, the high density vegetation appears to be restricted to the limits of the IRA (Important Riparian Areas). *Exhibit II.E.1* illustrates the vegetative communities found on the property.

Exhibit II.E.1: Vegetation Communities

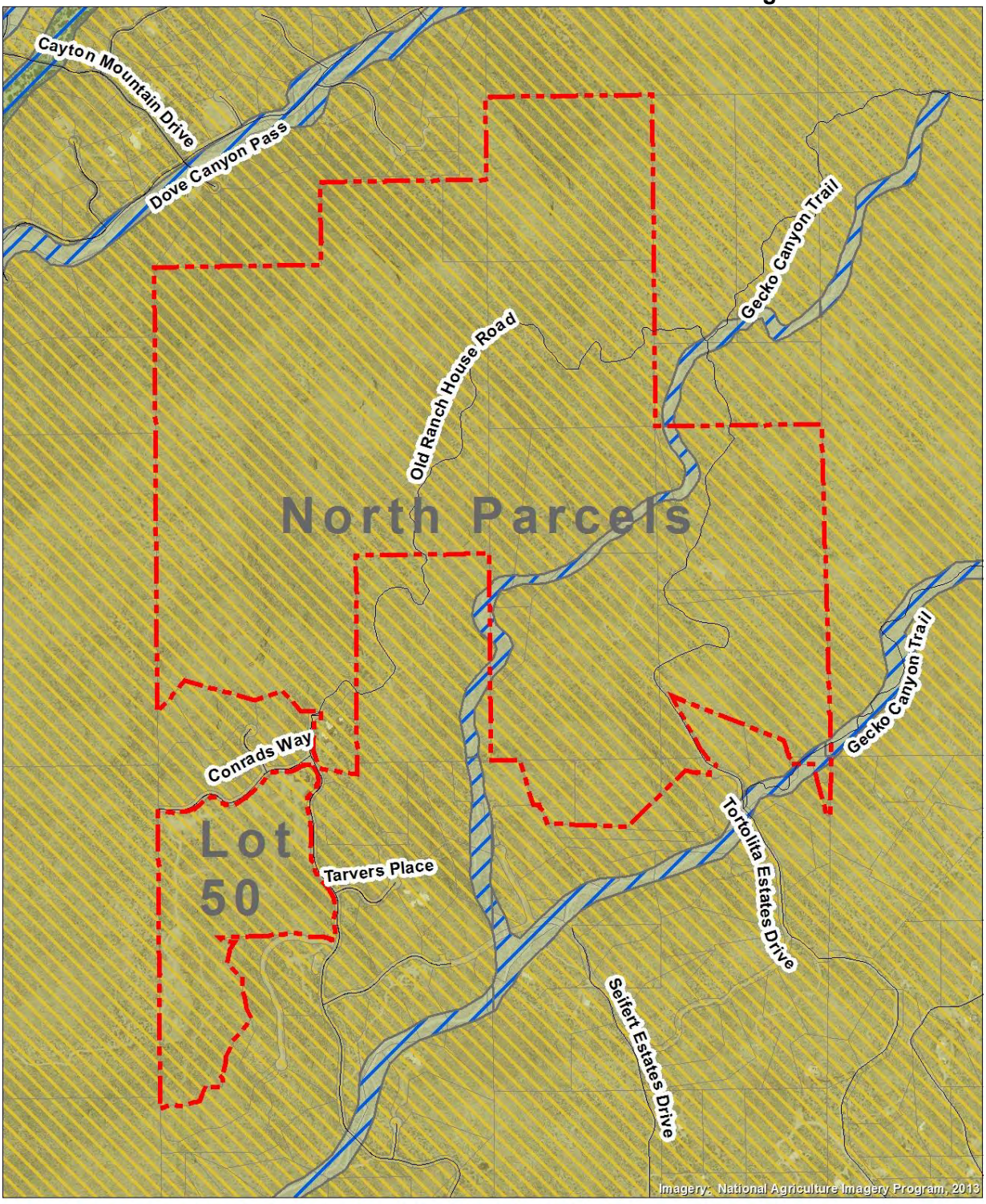
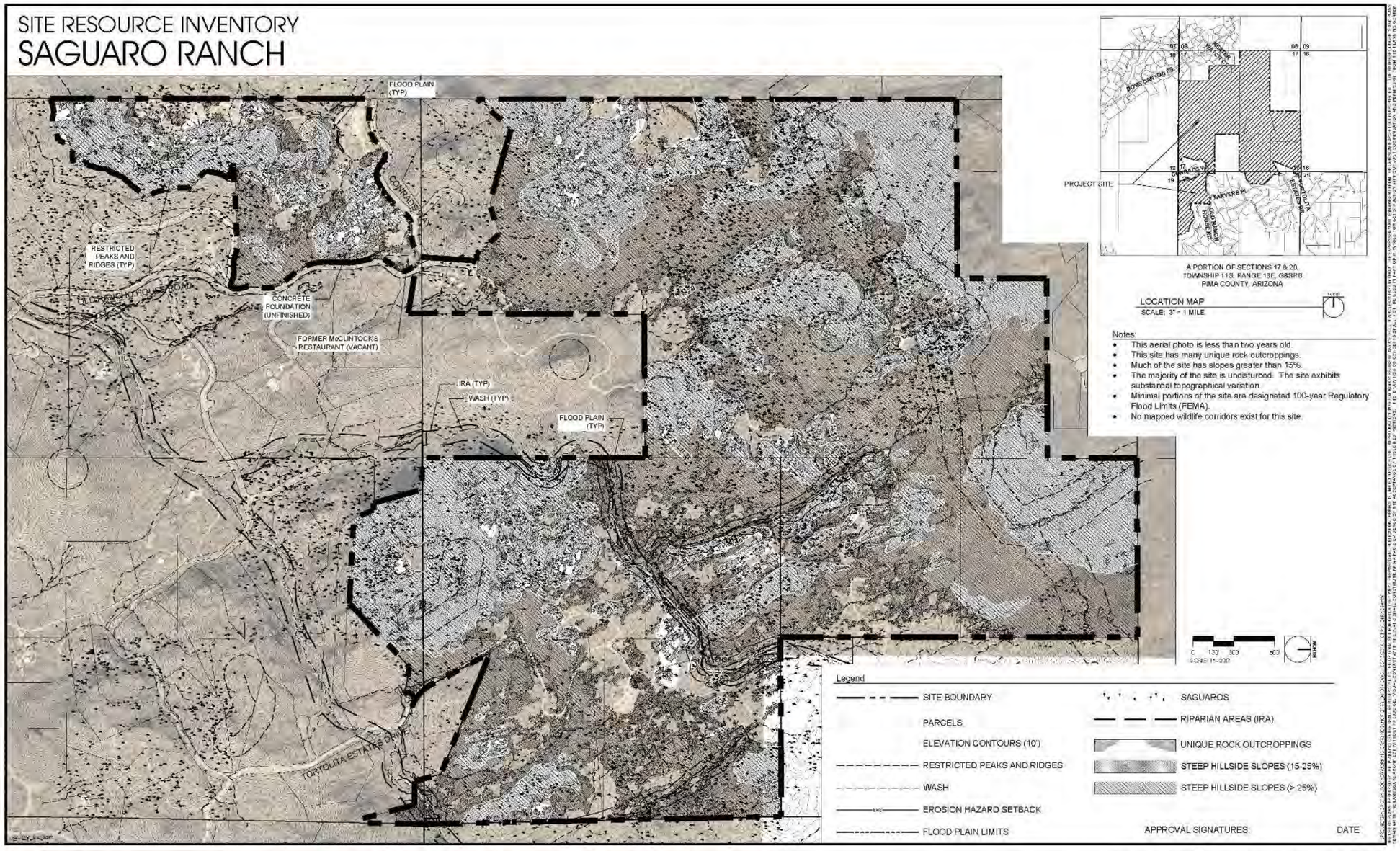


Exhibit II.E.2: Site Resource Inventory



F. Wildlife

1. Letter from Habitat Specialist

a. Presence of any State-listed Threatened or Endangered Species

There are no known occurrences of State-listed threatened or endangered species within the project area.

b. High Densities of a Given Species

According to the Arizona Game and Fish Department, there is no evidence that high densities of a given species exist within the project area.

2. Arizona Game and Fish Department Environmental Review

In support of this analysis, the AGFD Heritage Data Management System (HDMS) was accessed via their On-line Environmental Review Tool, to locate records of occurrence within 3 miles of the property for these species. The summary page from the HDMS review has been included as *Exhibit: II.F.2: AGFD Online Environmental Review*.

The Sonoran Desert Tortoise (*Gopherus morafkai*) is a candidate for ESA protection. The HDMS search found that the tortoise occurs within 3 miles of the property. The tortoise carries a *sensitive* (S) designation. The species also is listed by the State as WSC (wildlife of special concern.)

The Golden Eagle (*Aquila crysaetos*) occurs within 3 miles of the specific plan area and falls under the federal protection of the Bald and Golden Eagle Protection Act (16 U.S.C. 668(a); 50 CFR 22) which prohibits the taking of any Golden Eagle without a permit. The eagle also carries a *sensitive* (S) designation from the BLM.

The Cactus Ferruginous Pygmy-owl (*Glaucidium brasilianum cactorum*) has been identified by the HDMS as occurring within three miles of the project site. The owl carries SC, S and WSC designations.

The property has been identified by the HDMS as a part of the Tucson – Tortolita – Santa Catalina Mountains Linkage Design wildlife corridor.

Exhibit II.F.2: AGFD Online Environmental Review

Arizona's On-line Environmental Review Tool
Search ID: 20140805024143
Project Name: Saguaro Ranch
Date: 8/5/2014 3:00:55 PM

Project Location



Project Name: Saguaro Ranch
Submitted By: Tim Craven
On behalf of: CONSULTING
Project Search ID: 20140805024143
Date: 8/5/2014 3:00:49 PM
Project Category: Development Within Municipalities (Urban Growth),Residential subdivision and associated infrastructure,New construction
Project Coordinates (UTM Zone 12-NAD 83): 496365.416, 3592790.012 meter
Project Area: 565.946 acres
Project Perimeter: 8865.168 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				

Page 1 of 7 APPLICATION INITIALS: _____

G. Soils and Geology

The information provided in this section is based on best data available from the Soil Survey for Pima County, Arizona, Eastern Part, 1999 and generalized soil maps based on Soil Survey data available through Pima County Department of Transportation. According to these sources, the site contains three soil types.

Exhibit II.G: Soils shows soils associations within the project area. The following descriptions from the United States Department of Agriculture Natural Resources Conservation Service (NRCS) Soil Survey for Pima County provide information about the characteristics of each soil.

Cellar-Lampshire - Rock Outcrop Complex, 15 to 60 percent slopes

This map unit is on moderately steep to steep slopes of hills and mountains. Elevation is 3,400 to 4,000 feet. The mean annual precipitation is 10 to 16 inches, the mean annual air temperature is 57 to 66 degrees F, and the frost-free period is 180 to 280 days.

This unit is 35 percent Cellar very gravelly sandy loam, 30 percent Lampshire very gravelly sandy loam, and 25 percent Rock outcrop. The Cellar soils are on the drier south slopes, and the Lampshire soils are on the wetter north slopes of hills and mountains that have gradients of 15 to 60 percent.

Included in this unit are areas of Pantak soils that have 18 to 35 percent clay, soils that have slopes of less than 15 percent, Chiricahua soils that have greater than 35 percent clay, and soils that have less than 35 percent coarse fragments. Included areas make up about 10 percent of the total acreage.

The Cellar soil is very shallow and shallow and somewhat excessively drained. It formed in alluvium and colluvium from granite. Typically, the brown to dark brown very gravelly sandy loam soil is about 10 inches deep over granite. Permeability of the Cellar soil is moderately rapid. Effective rooting depth is 6 to 20 inches. Depth to unweathered bedrock is 6 to 20 inches. Available water capacity is very low. Runoff is very rapid. The hazard of water erosion is moderate to severe, and the hazard of wind erosion is very slight.

The Lampshire soil is very shallow and shallow well drained. It formed in alluvium and colluvium from igneous and metamorphic rocks. Typically, the surface layer is very dark grayish brown gravelly sandy loam 2 inches thick. The next layer is very dark gray very gravelly sandy loam 6 inches thick. At 8 inches is unweathered granite. Permeability of the Lampshire soil is moderate. Effective rooting depth is 4 to 20 inches. Depth to unweathered bedrock is 4 to 20 inches. Available water-holding capacity is very low. Runoff is very rapid. The hazard of water erosion is moderate to severe, and the hazard of wind erosion is very slight.

Rock outcrop consists of barren rock that occurs as ledges, massive boulder piles, and nearly vertical cliffs of granite, gneiss, and metamorphic and igneous rock. The higher percentage of Rock outcrop is in areas near the hilltops and mountaintops.

This unit is used tor rangeland and wildlife habitat. The potential plant community for the Cellar soil is slender grama, jojoba, paloverde, ocotillo, bush muhly, and janusia. The present vegetation in most areas is mainly mesquite, slender grama, jojoba, paloverde, ocotillo, bush muhly, and janusia.

The potential plant community for the Lampshire soil is sideoats, black grama, hairy grama, slender grama, and sprucetop grama, shrubby buckwheat, and sotol. The present vegetation in most areas is mainly mesquite, sideoats grama, black grama, hairy grama, slender grama, and sprucetop grama, shrubby buckwheat, and sotol.

Potential vegetation is dominated by desert shrubs. Important perennial forage potentially includes bush muhly, slim tridens and big galleta. The majority of perennial forage is provided by seasonally available browse. Production on this site is limited by shallow soils. Livestock movement is hindered by steep cobbly slopes. Proper grazing distribution is difficult on these soils because of steep slopes and the unavailability of water. Overgrazing reduces the plant cover and increases the rate of erosion.

Encourage uniform grazing on these soils by fencing and developing permanent water. Improve distribution and utilization by concentrating a high number of livestock on the area for a short period of time. Stocker-type cattle will utilize forage on steep slopes to a greater degree than cows with calves. Concentrate management on included soils in drainageways where the majority of forage is produced. Control erosion and promote forage production with proper utilization. Provide periodic rest during the growing season to maintain plant vigor and production. This unit is well suited to desertic herbaceous plants and desertic shrubs and trees for wildlife. This map unit is in capability subclass VIIe, nonirrigated. The Cellar and Lampshire soils are in the Granitic Hills, 12-16" p.z. range site.

Chiricahua-Lampshire complex, 5 to 15 percent slopes

This map unit is on rolling, low, granitic hills and pediments. Elevation is 3,500 to 5,100 feet. The mean annual precipitation is 12 to 16 inches, the mean annual air temperature is 59 to 66 degrees F, and the frost-free period is 180 to 230 days.

This unit is 50 percent Chiricahua very gravelly fine sandy loam and 20 percent Lampshire very gravelly loam. Also in this unit is about 10 percent Rock outcrop. Chiricahua soils are on gently sloping saddles, and Lampshire soils are on moderately steep shoulders and backslopes. The Rock outcrop occurs as ledges and boulder piles scattered throughout the unit.
Included in this unit are small areas of Deloro, Oracle, and Romero soils on hills and mountains and Caralampi soils on fan terraces. Also included are small areas of Keysto and Comoro soils on stream terraces along drainageways. Included areas make up 20 percent of the total acreage.

The Chiricahua soil is shallow and well drained. It formed in mixed alluvium and colluvium. Typically, the surface is covered by 45 percent gravel and cobble. The surface layer is strong brown very gravelly fine sandy loam 1 inch thick. The subsoil is brown clay and gravelly clay 15 inches thick. Fractured bedrock that has clay in the fractures is at a depth of 16 to 23 inches. Unweathered granite is at 23 inches. These soils generally are not calcareous. Depth to bedrock ranges from 10 to 20 inches. In places, bedrock is deeper than typical. In some areas, the surface layer is very cobbly loam or sandy loam. Permeability of the Chiricahua soil is slow. Available water capacity is very low. Effective rooting depth is 10 to 20 inches; however, roots and water may be in fractures to a depth of 60 or more inches. Runoff is medium to rapid, and the hazard of water erosion is slight. The hazard of wind erosion is very slight.

The Lampshire soil is very shallow and shallow and well drained. It formed in alluvium and colluvium derived dominantly from granite and gneiss. Typically, the surface is covered by 50 to 65 percent gravel, cobble, and a few stones. The brown very gravelly loam soil is about 10

inches deep over granite. Depth to bedrock ranges from 7 to 12 inches. In some areas, the surface layer is very cobbly or very stony sandy loam. Permeability of the Lampshire soil is moderate. Available water capacity is very low. Effective rooting depth is 7 to 12 inches. Runoff is medium to rapid, and the hazard of water erosion is slight. The hazard of wind erosion is very slight.

This unit is used mainly for rangeland. The potential plant community on this unit is mainly sideoats grama, hairy grama, black grama, curlymesquite, and sprucetop grama. The present vegetation in most areas is mesquite, prickly pear, curlymesquite, and false-mesquite.
This unit is easily traversed by livestock. It produces forage for year-round use. Livestock prefer this unit to adjacent hills and mountains. Grazing management, including use of fencing and livestock water developments to control grazing use, can help improve the range condition. Other suitable range management practices, such as brush management and range seeding, can help improve range condition. This unit is moderately well suited to desertic herbaceous plants and desertic shrubs and trees for wildlife. Both of the soils in this map unit are in capability subclass VIs and the Shallow Upland, 12-16" p.z. range site.

H. Viewsheds

1. Viewsheds Onto and Across the Site

The Saguaro Ranch project area is located on the eastern edge of the Town of Marana limits. Topography within the project area is dominated by slopes that are greater than 15 percent, with a flatter plateau in the east-central portion of the northern property. The viewsheds to and from the property are of significant topographic features, and the Tortolita Mountains are north and west of the site. The general landscape is dominated by natural desert upland vegetation with three washes crossing through the project area. Viewsheds onto and across the site are primarily dominated by changes in topography, especially in the more mountainous northern half of the property, in addition to mature native trees, cacti, and shrubs.

Views of the background from Lot 50 include the Tortolita Mountains surrounding the site to the north and west with the possibility of a far off glimpse of the Catalina Mountains from some vantage points. Views from the North Parcels are likely to capture spectacular views of the Tortolita, Catalina and Tucson Mountains.

See *Exhibit II.G.1.a: Photo Key Map* and *Exhibit II.G.1.b: Site Photos*.

2. Area of High Visibility from Adjacent Off-Site Locations

North: The Tortolita Mountains and Tortolita Mountain Park border the northern portion of the property, restricting views from the north. Homes exist at the base of the opposite side of the mountain, bordering the western half of the northern boundary. Otherwise there is little to no visibility from the trails located in Tortolita Mountain Park, which borders the eastern half of the northern boundary.

South: A protected ridge that separates the site from vacant Saguaro Ranch property to the south borders the land adjacent to the south boundary of Lot 50. The steep

ridgeline hinders visibility from the south. Given the higher elevation and the presence of surrounding hillsides and rocky outcrops, the plateau and 36-acre ranchette areas will not be visible from the adjacent Saguaro Ranch parcels to the south. Vegetation is also a limiting factor.

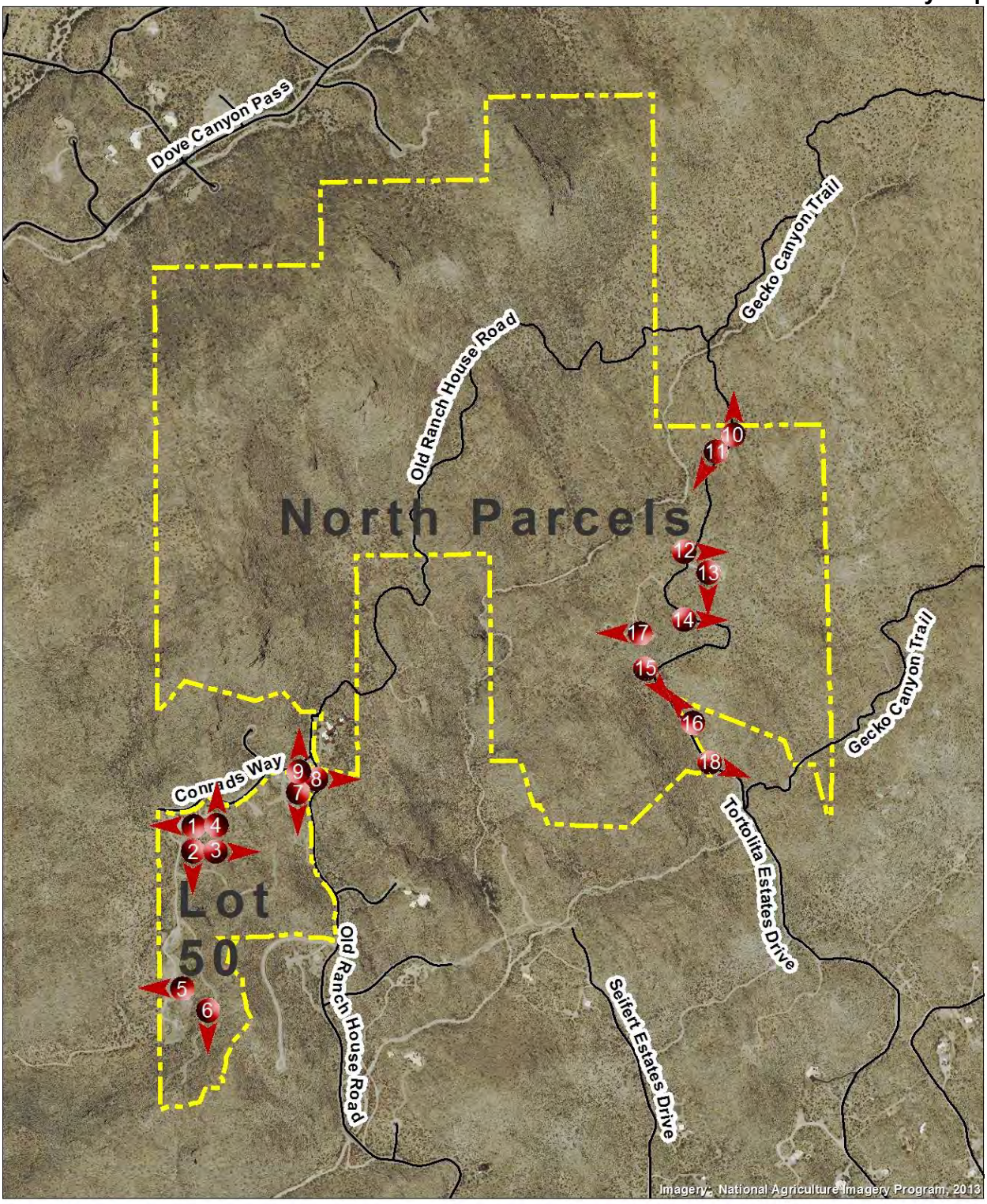
East: A protected ridge also borders the southern portion of the eastern boundary of Lot 50. The ridge separates the existing Saguaro Ranch Road from Lot 50. Steep slopes and rocky outcrops also separate the northern half of Lot 50 from Old Saguaro Ranch Road, obstructing views of the property from the roadway. The area to the east is mountainous with varying topography and rocky outcrops that limit the views of the site when looking west. These mountains between Saguaro Ranch and the few existing homes to the east impede visibility of the site. Vegetation is also a limiting factor.

West: The large mountain range immediately to the west slopes up to a protected ridgeline that restricts visibility from the golf course residences located on the opposite side of the mountain.

Essentially, Lot 50 is located in a “bowl-like” area surrounded by mountains and steep slopes on all sides and is therefore unable to be seen from beyond the boundary limits. The plateau and 36-acre ranchette areas are also higher in elevation than adjacent areas and are surrounded by significant topographical features that drastically reduce and often completely obstruct visibility from adjacent off-site uses. Therefore, there are no areas of high visibility from adjacent off-site locations.

See Exhibit II.G.2: Visibility.

Exhibit II.G.1.a: Photo Key Map



LEGEND

Specific Plan Boundary

Photo Location and Direction

NORTH 0' 600' 1200'

FILE NAME: NCP-01_photokey_6x8
SOURCE: Pima County GIS, 2014

Exhibit II.G.1.b: Site Photos



Photo 1: View looking west off the site from the northwestern property boundary of Lot 50.



Photo 2: View near northwestern boundary of Lot 50 looking south.



Photo 3: View near northwestern boundary of Lot 50 portion of the site looking east.



Photo 4: View near northwestern boundary of Lot 50 portion of the site looking north.



Photo 5: View looking west from the western boundary of the Lot 50 portion of the site.



Photo 6: View looking south from the south-central portion of Lot 50.

Exhibit II.G.1.b: Site Photos (cont.)



Photo 7: View looking south from the former McClintock's site at the northeast corner of Lot 50.



Photo 8: View looking east from the former McClintock's site at the northeast corner of Lot 50.



Photo 9: View looking north from the former McClintock's site at the northeast corner of Lot 50.



Photo 10: View looking north from the east-central portion of the Plateau toward the boundary of Tortolita Mountain Park.



Photo 11: View looking southwest on Tortolita Estates Drive from east-central portion of the Plateau.



Photos 12: View looking east from the east-central portion of the Plateau.

Exhibit II.G.1.b: Site Photos (cont.)



Photo 13: View looking south from the east-central portion of the Plateau.



Photo 14: View looking east from Tortolita Estates Drive near the southeast portion of the Plateau.



Photo 15: View looking southeast on Tortolita Estates Drive in the southeast portion of the Plateau.



Photo 16: View looking northwest from the southeast portion of the Plateau on Tortolita Estates Drive.

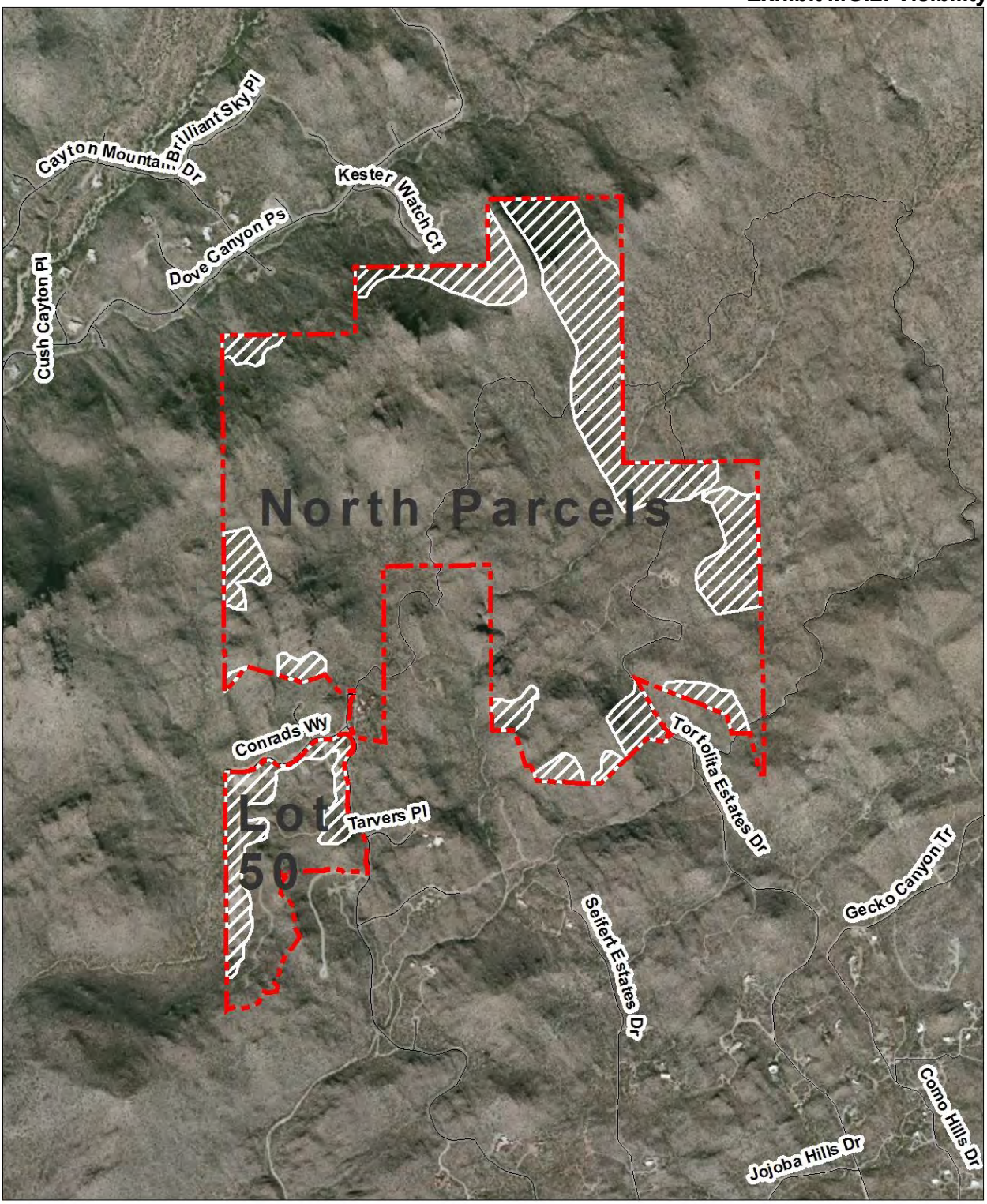


Photo 17: View looking west across southeast portion of the Plateau.



Photos 18: View of the Plateau property entrance on Tortolita Estates Drive at Gecko Canyon Trail.

Exhibit II.G.2: Visibility



I. Traffic Circulation and Road System

1. Existing and Proposed Off-Site Streets

Entrance to the property is gained by travelling north on Thornydale Road from Tangerine Road. Approximately one-half mile north of Moore Road, Thornydale Road turns into Old Ranch House Road before passing through a tunnel approximately 700 feet in length. An existing guardhouse that is always attended is located approximately 500 feet north of the tunnel. A portion of Old Ranch House Road is adjacent to and forms part of the eastern boundary of Lot 50 before crossing on to the North Parcels north of the former McClintock's site and the Halle residence. All roads on the property are unpaved beyond the former McClintock's site.

No off-site roads are proposed as a part of this project. Existing roadways within the project area are shown on *Exhibit II.H.1: Traffic*.

2. Existing Access and Rights-of-Way

According to Pima County MapGuide, Thornydale Road is the closest major local road to the property. However, the portion of Thornydale Road that is within one-mile of the project site is not classified as a major local road. Thornydale Road and Moore Road are the only major local roads in the vicinity, and neither are within one-mile of the project site. According to the Pima County Major Streets and Scenic Routes Plan (MSSRP) the right-of-way on Moore Road is planned for expansion from 65' to 150'. The right-of-way on Thornydale Road south of Moore Road is 150' and is not planned for expansion according to the MSSRP.

3. Roadway Improvements

There are no projects listed in the adopted 2040 Pima Association of Governments Regional Transportation Plan (PAG RTP) within the project vicinity.

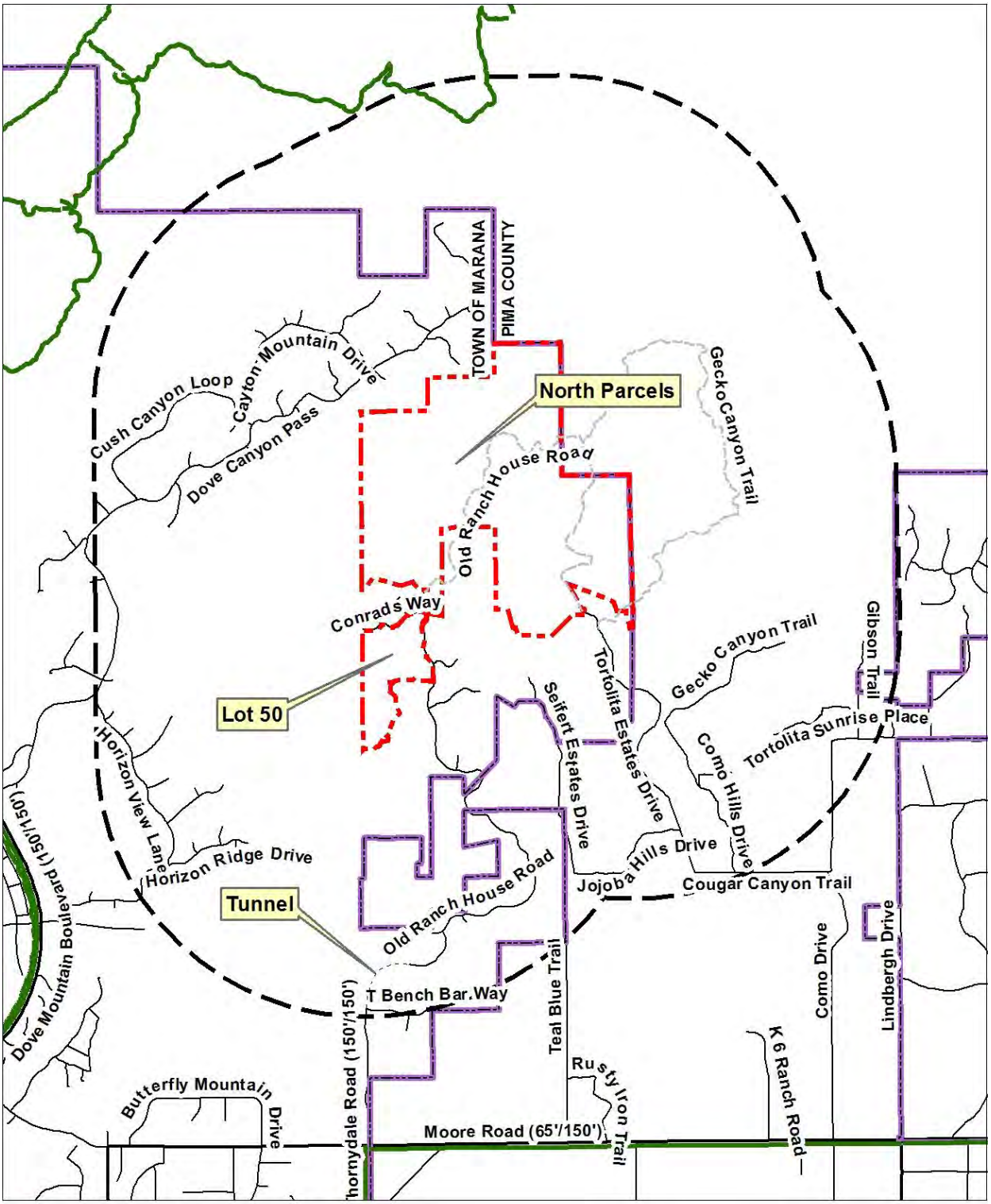
4. Existing and Proposed Intersections

There are no existing or proposed intersections on arterial roadways within one-mile of the project site.

5. Existing Bicycle and Pedestrian Ways Adjacent to the Site and Their Connections with Arterial Streets, Parks and Schools

A portion of the Ridgeline Trail is within a one-mile radius of the north boundary of Saguaro Ranch property. No other bicycle or pedestrian ways are within one-mile of the project site.

Exhibit II.H.1: Traffic



J. Recreation and Trails

1. Open Space, Recreation Facilities, Parks and Trails

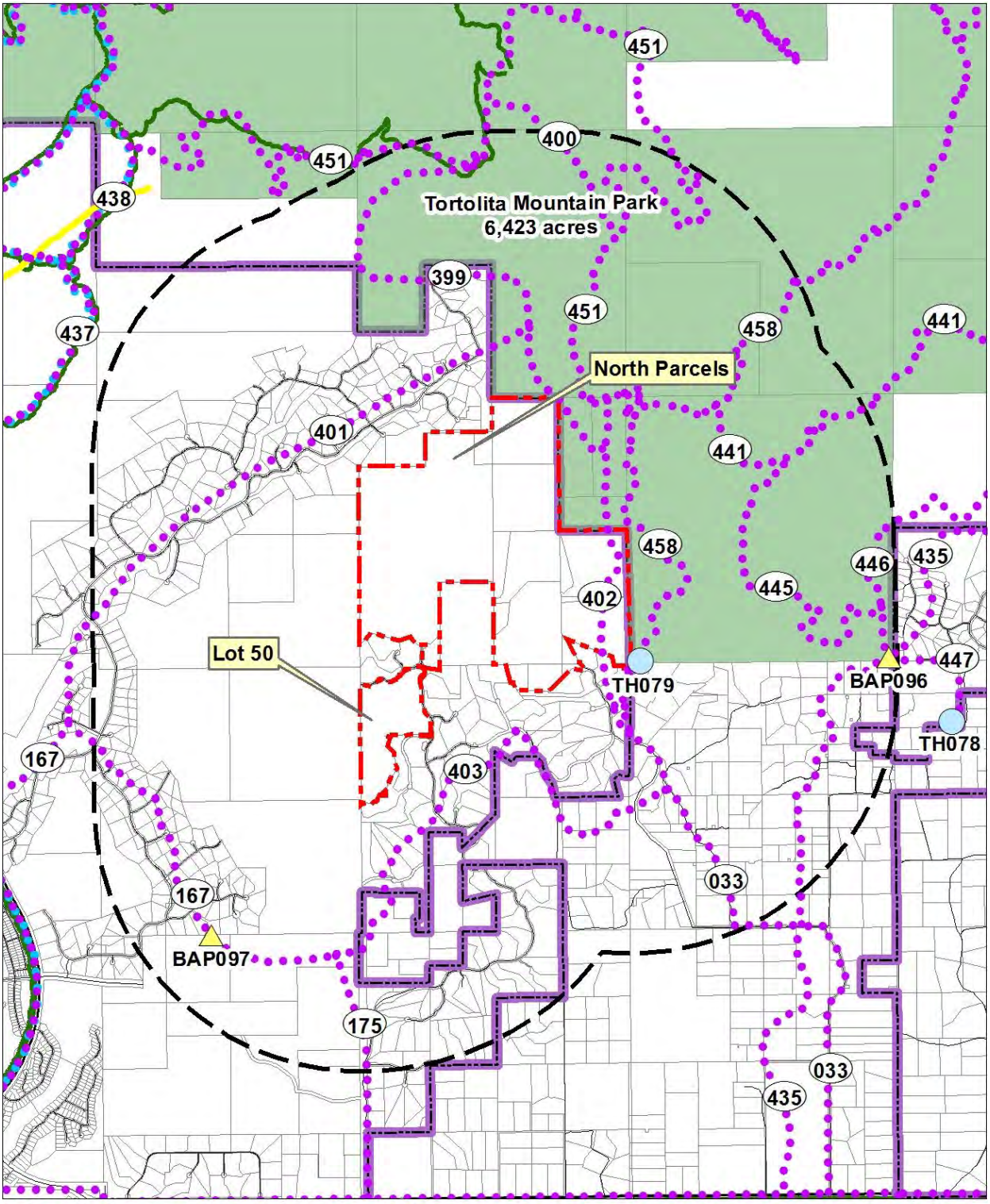
According to the Pima Regional Trail System (PRTS) Master Plan, there are two existing boundary access points to allow for trail access within one-mile of the project site. There is one proposed trailhead within one-mile of the Saguaro Ranch property. There are several singletrack trails within one-mile of the project site that provide connectivity to Tortolita Mountain Park from the Pima County Trail System. There are no plans listed in the PRTS Master Plan for trail improvements within the project area.

According to the Town of Marana's Comprehensive Parks, Trails and Open Space Master Plan, there are no existing trails within one-mile of the project site. A section of the Ridgeline Trail traverses through Tortolita Mountain Park and within one-mile of the northern boundary of the project site.

Tortolita Mountain Park is adjacent to the Saguaro Ranch property on the north and east sides of the property. The Pima County and Town of Marana Master Plans list no other parks within one-mile of the project site.

See *Exhibit II.I.1: Parks and Trails*

Exhibit II.I.1: Parks and Trails



K. Cultural Resources

1. General Information

Although portions of the project area have been previously surveyed, the Arizona State Museum (ASM) recommends that the site should be revisited and surveyed to assess current conditions or identify any previously unidentified archaeological deposits.

2. Locations of Archaeological Artifacts

As shown in *Exhibit II.J.1*, the ASM Archaeological Records Search on the site identified seven prehistoric artifact scatters within what the ASM calls the area of potential effect (APE).

3. Letter from Archaeologist

The ASM advises that a qualified archaeological contractor should be consulted before any ground disturbance begins.

Exhibit II.J.1: Archaeological Records Search

Arizona State Museum
THE UNIVERSITY OF ARIZONA

1013 E. UNIVERSITY BLVD.
TUCSON, AZ 85721

ARCHAEOLOGICAL SITE RECORDS SEARCH

**This report documents the results of an archaeological site-records check.*
It does not constitute a cultural resources clearance.

Request Received: 5/29/2014 **Search Completed:** 8/4/2014

Requester Name: Tim Craven
Company: The Planning Center
Address: 110 S. Church, Suite 6320
City, State, Zip Code: Tucson, AZ 85701
Phone/FAX/or E-mail: (520) 623-6146

Project Name and/or Number:
Rezoning of 548 Acres

Project Description:
Residential development

Project Area Location: North of Moore Road and Thornydale Road, Pima County, Arizona

Legal Description: T11S R13E S17 and S20

Search Results: According to a search of the archaeological records retained at the Arizona State Museum (ASM), four previous survey projects were conducted within a one-mile radius of the area of potential effect (APE) between 1981 and 2010. Portions of the 1981, 1995, and 2001 surveys crossed the APE; however, the entire project area has not been surveyed in its entirety. Forty-seven archaeological sites have been are identified within a 1-mile radius of the project area, seven of which fall within the boundaries of the APE. All seven sites consist of prehistoric artifact scatters that have the potential for subsurface deposits.

Sites in Project Area: Seven prehistoric artifact scatters have been identified within the APE.

Recommendations: Although portions of the proposed project area have been surveyed, it is ASM protocol that areas surveyed more than 10 years ago must be resurveyed. Furthermore, the previously-identified sites should be revisited to assess their current condition and the surrounding areas be surveyed to identify any other possible unidentified historic sites.

Therefore, the ASM recommends a qualified archaeological contractor be consulted before any ground disturbance begins. However, Pima County has jurisdiction in this project area, the County will make recommendations for the project using its own search results and it may use the ASM's search results and/or others. Should the County require additional archaeological work in this parcel, you will need to contact a qualified archaeological contractor whose name is maintained on a list posted on the ASM website at the following link: www.statemuseum.arizona.edu/crservices/permits/index.shtml.

Pursuant to *Arizona Revised Statutes* §41-865 *et seq*., if any human remains or funerary objects are discovered during your project work, all work will stop within the area of the remains and Dr. Todd Pitezel, ASM assistant curator of archaeology, will be contacted immediately at (520) 621-4795.

If you have any questions about the results of this records search, please contact me.

Sincerely,

Shannon Twilling, M.A.

Shannon D. Twilling, M.A.
Research Specialist
Archaeological Records Office
Arizona State Museum
(520) 621-1271
twilling@email.arizona.edu

L. McHarg Composite Map

Information regarding topography, hydrology, vegetation, wildlife and views has been combined to form the McHarg Composite Map, displayed as *Exhibit II.K.1*. The purpose of the McHarg Composite Map is to highlight areas that are available for development. Refer to Section III Development Plan for more information on how the site plan responds to the site's physical constraints.

Exhibit II.K.1: McHarg Composite Map (Sheet 1 of 2)

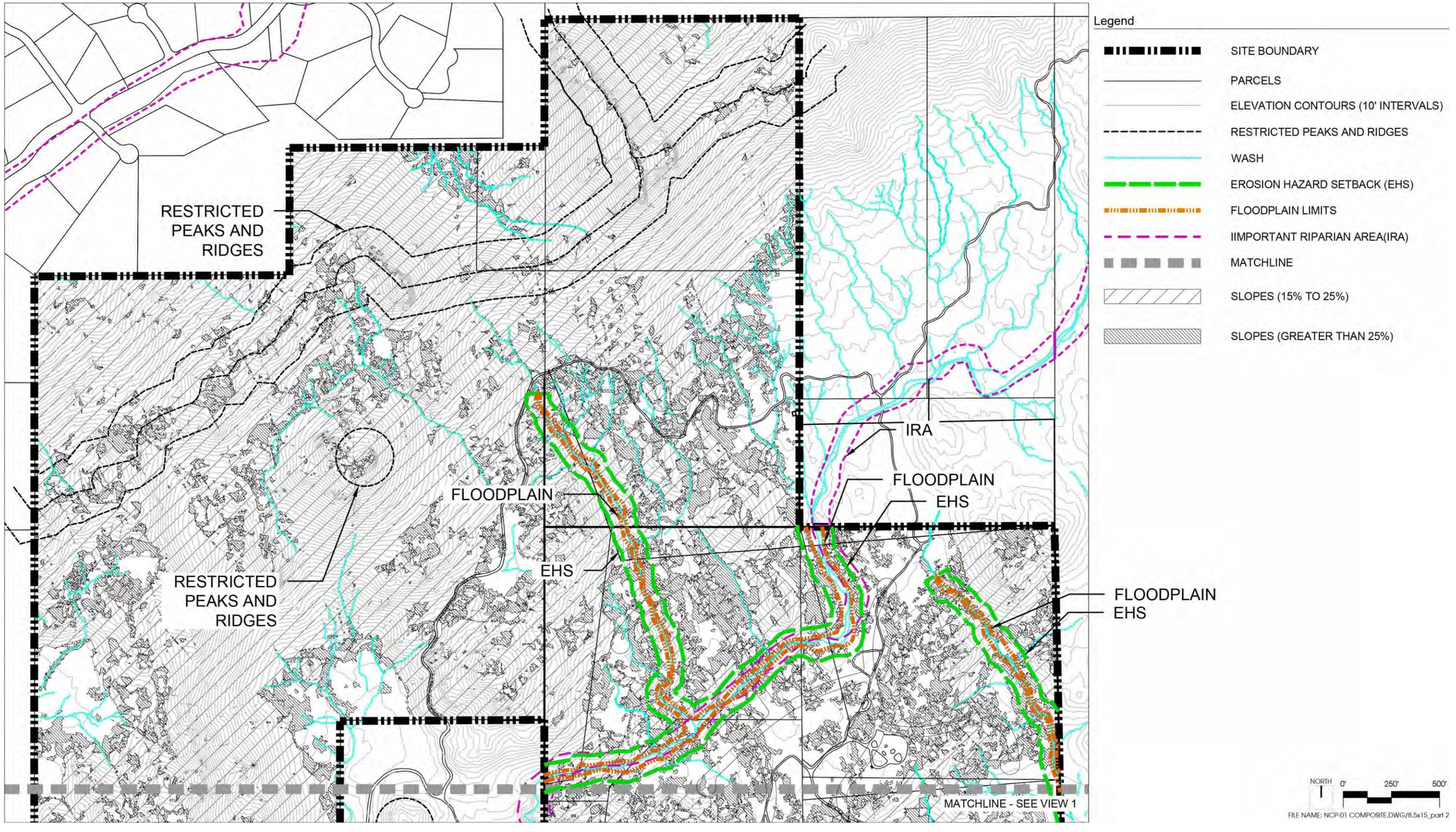
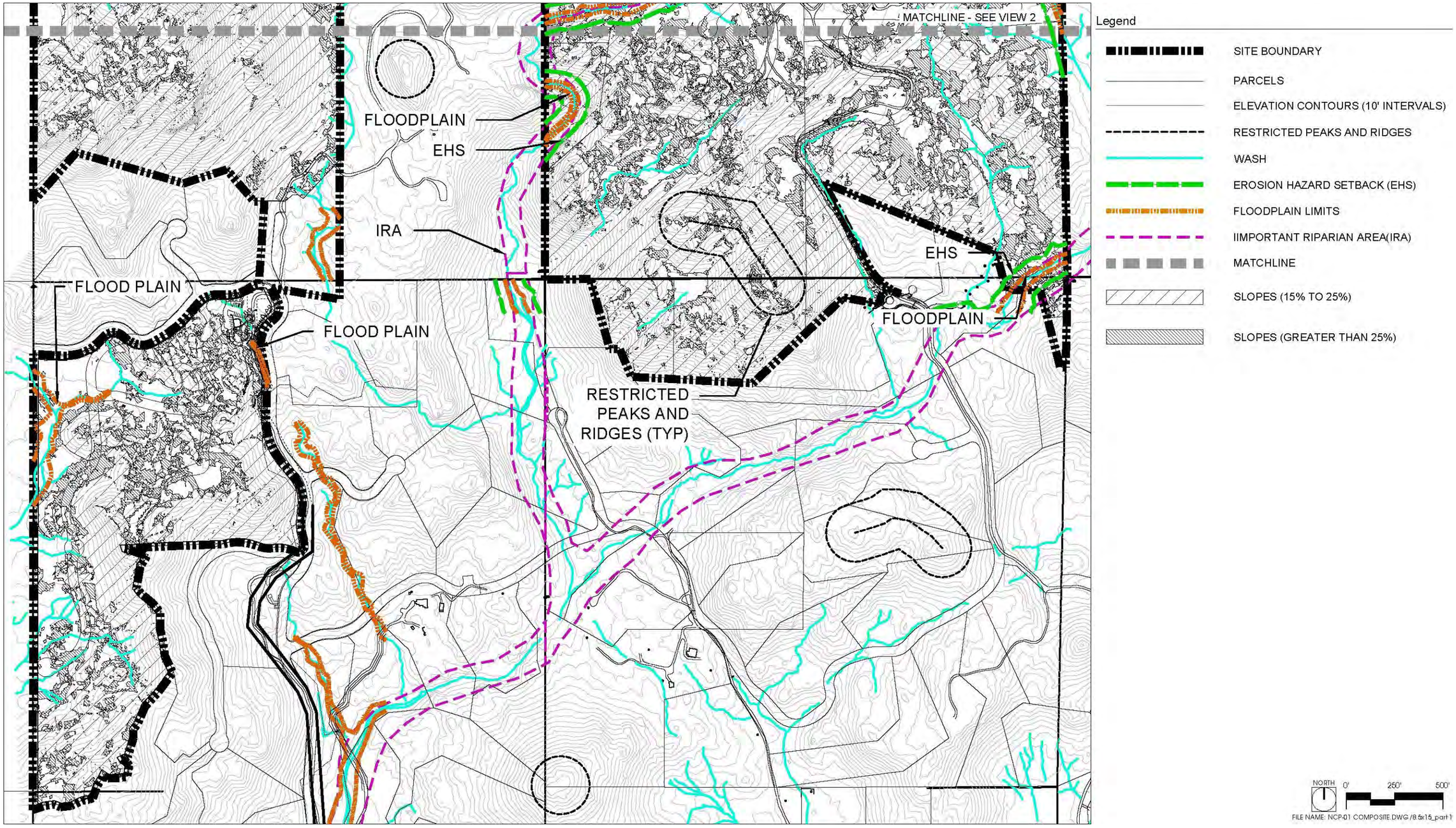


Exhibit II.K.1: McHarg Composite Map (Sheet 2 of 2)





III. DEVELOPMENT PLAN

A. Purpose and Intent

The Saguaro Ranch Specific Plan establishes the framework for the development of a 507-acre residential community within the Town of Marana, Pima County, Arizona. The Specific Plan provides a method for applying standards and guidance to ensure that this development meets the needs of the community while appropriately responding to and considering adopted plans, adjacent development, the environment and site-specific conditions.

This Development Plan responds to the site analysis, technical research, and community values through the use of regulations or controls to resolve any potential development-related issues. Once approved, the Specific Plan describes the planning considerations for parcels, imposes controls on the development of such parcels and is detailed accordingly in the final plat. The boundaries of this Specific Plan are shown on *Exhibit II.B.1: Site Location*.

B. Design Principles and Vision

The Saguaro Ranch Specific Plan is intended to be developed in keeping with the following goals and objectives:

- Preserve and feature the natural beauty of the site, including the washes, riparian areas and rock outcroppings.
- Maximize the spectacular views of the Tortolita Mountains and the surrounding peaks and ridges in all directions, affording off-site views from all lots throughout the proposed community.
- Minimize cut and fill and avoid development on slope areas to preserve vistas from other properties.
- Provide a trail easement to the Tortolita Mountain Park boundary to promote recreational activity and pedestrian connectivity.
- Provide buffering for existing residents in proximity to the property through the provision of natural undisturbed open space.
- Focus development on flatter portions of the site.
- Provide meaningful open space that allows for wildlife movement across the site while preserving a large portion of the remaining native vegetation.
- Provide view openings of the majestic mountain backdrop to foster a sense of place and allow for visual amenity.

C. Relationship to Adopted Plans

1. Marana General Plan

The proposed Specific Plan will conform to the Town of Marana General Plan and the recommendations set forth by regulatory agencies involved in permitting.

Saguaro Ranch is located within the Planning Area boundary of the Town's General Plan at the eastern border of the Town boundary. Designed to help meet the current

and future needs of the Town, the Specific Plan establishes goals and polices that are in line with the Town's General Plan and Strategic Plan.

The Saguaro Ranch Specific Plan is in agreement with the overall General Plan, including the following highlighted goals, policies and actions:

General Plan Goal, Land Use and Growth Element: Adopt sustainable development as a unifying goal to secure Marana's future

Marana's quality of life must be sustained for many generations to come. Conserving open space and protecting undisturbed land promotes an increase in the general welfare and wellbeing of local residents by providing the means for recreation, sport and leisure. Open space, including natural vegetation, provides ecosystem services that reduce negative storm water runoff effects like erosion, protect wildlife habitat, and improve water quality by allowing debris and pollution to deposit over undisturbed land.

- General Plan Policy: Preserve and protect our natural resources in order to promote a sustainable community.
    - General Plan Action: Preserve the Sonoran Desert character by evaluating appropriate site disturbance standards and preserving native plants.

Specific Plan Conformance: The Saguaro Ranch Specific Plan leaves a substantial amount of the site undisturbed, preserving 80% of the native vegetation on-site and minimizing the impact on washes. Saguaro Ranch will utilize cluster development to avoid environmentally sensitive areas and provide open space amenity to residents while preserving wildlife habitat and views.

General Plan Goal, Land Use and Growth Element: Provide opportunities for diverse developments that maximize the benefits to the community

The provision of a range of housing types and affordability is necessary to create a thriving community that can accommodate residents of varying socio-economic classes. By providing housing for residents of various income levels, land uses such as industrial, commercial and office space are complemented with a variety of skilled workers; thus, attracting future development and employment opportunities to the Town. Additionally, an influx of new residents to an area helps stimulate the local economy through basic consumer spending.

- General Plan Policy: Promote new development that is compatible with existing land uses.
    - General Plan Action: Establish appropriate land development designations with densities and intensities that complement existing natural conditions and residential areas.

  - General Plan Action: Develop guidelines for enhancing new development and mitigating potential impacts on existing neighborhoods.

- General Plan Policy: Provide opportunities for a variety of housing types and economic levels.
  - General Plan Action: Designate various range of residential development densities

Specific Plan Conformance: Saguaro Ranch is located within the Planning Area Boundary of the Town of Marana's 2010 General Plan. The land use designation on the property is Rural Density Residential, 0.1-0.5 residences per acre (RAC). Saguaro Ranch Specific Plan is proposing to build up to 150 residences on the 507-acre property yielding a density of 0.3 residences per acre. The proposed density is within the Town of Marana's General Plan guidelines for the current land use.

According to the 2010 Town of Marana General Plan, there is Rural Density Residential immediately to the south of the site and the land to the west is designated as Master Plan Area, which encompasses the master planned community of Dove Mountain. Dove Mountain is developed at higher densities than those proposed by this specific plan. Several residential subdivisions exist within Dove Mountain. There are existing single-family residences located south of the North Parcels of the Specific Plan area that are part of a previously developed portion of Saguaro Ranch. Those properties have a density of nearly 0.2 residences per acre. There are also existing residential properties on large lots in unregulated wildcat subdivisions located southeast of Saguaro Ranch in Pima County that are classified as low intensity rural development in the County Comprehensive Plan. Saguaro Ranch will feature high-quality design of custom and semi-custom homes that are compatible with what exists in the area, as well as a range of lot sizes and housing types to accommodate homebuyers at varying income levels.

General Plan Goal, Open Space and Trails Element: Protect and preserve natural open space.

The vast array of wildlife species that persist along the Tortolita Mountains help to create the unique desert landscape so beloved by those in the Town of Marana. Maintaining critical wildlife habitat and linkages for species movement is an important part of their persistence in the future, especially considering that each species has its own unique habitat requirements, migration patterns and range.

- General Plan Policy: Develop a connected system of natural open space preserves that protect wildlife habitat, wildlife linkages, and cultural resources.
  - General Plan Action: Preserve, protect, or conserve areas of high-value habitat and wildlife movement linkages as identified in the

Marana Draft Habitat Conservation Plan (HCP) and the Marana Parks, Recreation, Trails, and Open Space Master Plan.

- General Plan Action: Preserve Natural Undisturbed Open Space (NUOS) to maintain wildlife access and movement within and through development sites that are subject to discretionary land use actions, as described in the Draft HCP.
- General Plan Action: Preserve and protect existing natural drainage systems as identified in the Marana Draft HCP riparian map.

- General Plan Policy: Create protected continuous open space linkages and viable wildlife corridors throughout the community.
  - General Plan Action: Protect the viability of wildlife corridors mapped in the Draft HCP, using innovative site planning and design.

Specific Plan Conformance: Saguaro Ranch is designed to concentrate grading activities away from sensitive areas of the site. Focusing development efforts in flatter areas of the project site helps avoid encroaching onto the streams and steeper slopes located on the property, protects wildlife corridors identified in the Town of Marana's Habitat Conservation Plan, and preserves natural slopes and drainageways. Not only does the design of Saguaro Ranch concentrate development away from environmentally sensitive areas, it protects large swaths of land that connect to larger protected open space north of Saguaro Ranch, helping to link together the Town's critical wildlife corridors etched out through the more developed areas to the south. The total amount of open space in Saguaro Ranch is 80%.

2. Marana Strategic Plan

The Saguaro Ranch Specific Plan supports the following areas of the Marana Strategic Plan:

Commerce – Construction of proposed community will provide jobs as well as revenue to the Town through construction sales tax and development services fees.

Community – This new residential development will provide additional housing choices in the scenic foothills of the Tortolita Mountains, attracting new residents to the Town. Offering a range of lot sizes and housing types to accommodate homebuyers at varying income levels will create a diverse community, satisfying goals outlined in the Town of Marana General Plan as well. Careful development of the site as a gated enclave will ensure the preservation of the more environmentally sensitive areas beyond the site, as well as the suburban lifestyle of existing residents.

Progress/Innovation – Dedication to a conscientious approach to responsible development, high-performing homes and cost saving for potential future homebuyers reflects the intent of the Saguaro Ranch Specific Plan. The community will strive to incorporate sustainable building practices such as the use of energy efficient construction materials and appliances as well as innovative and compact site design to

decrease energy usage, minimize impact to the environment, conserve water and promote healthy lifestyles.

Recreation – A trail easement will be provided along the eastern boundary of Saguaro Ranch to connect to Tortolita Mountain Park.

3. Adjoining Development Compatibility

The specific plan area is located east of the Dove Mountain master planned area with residential subdivisions within one-mile of the project site. Dove Mountain and Tortolita Mountain Park border the property to the north. The homes to the north are located on the opposite side of a ridge and will not be impacted by the few large-lot ranchettes proposed for the northern portion of Saguaro Ranch as the proposed homes will also likely be set back from the steepest slopes of the ridge. Future development is also unlikely to be seen from Tortolita Mountain Park given the on-site topography separating the northeastern corner of the property from the remainder of the north parcels.

Existing homes in closer proximity to the property include those built during previous phases of the Saguaro Ranch development and are located south of the project site. Several rock outcrops, peaks and hillslopes also help to provide visual and physical separation from these homes as well. The gross density of the Saguaro Ranch existing Phase III development bordering the southern boundary of the north parcels is 0.19 RAC. The Saguaro Ranch Phase II development that borders the southern boundary of Lot 50 has a gross density of 0.11 RAC and the Saguaro Ranch Blks. 1-4 directly east of Phase II has a gross density of 0.15 RAC. The proposed density of 0.3 RAC for the property is within the same land use category (Rural Density Residential) as the residential developments to the south and east of the property.

There is no impact to Tortolita Mountain Park, which borders the property to the east. A mountain with a protected ridge separates homes to the west in the Canyons at Dove Mountain subdivisions. The land to the west of Lot 50 is vacant.

D. Land Use Concept Plan

The Saguaro Ranch land use concept plan responds to site-specific conditions and environmental constraints as identified in the site analysis. The plan proposes up to 150 single-family residential units with a density of approximately 0.3 designated units per acre over the entire site (see *Exhibit III.E.1: Conceptual Development Plan*). Saguaro Ranch will incorporate the practice of low impact development by grouping residential properties in order to preserve open space and the natural features of the surrounding landscape. The Saguaro Ranch Specific Plan concentrates on the most developable slopes to reduce infrastructure costs while avoiding costly engineering of steep, rocky and uneven terrain. This approach gives way to three clustered neighborhoods within the specific plan area with varying lot sizes, characteristics and target markets for each. The rationale for the design of each of the three

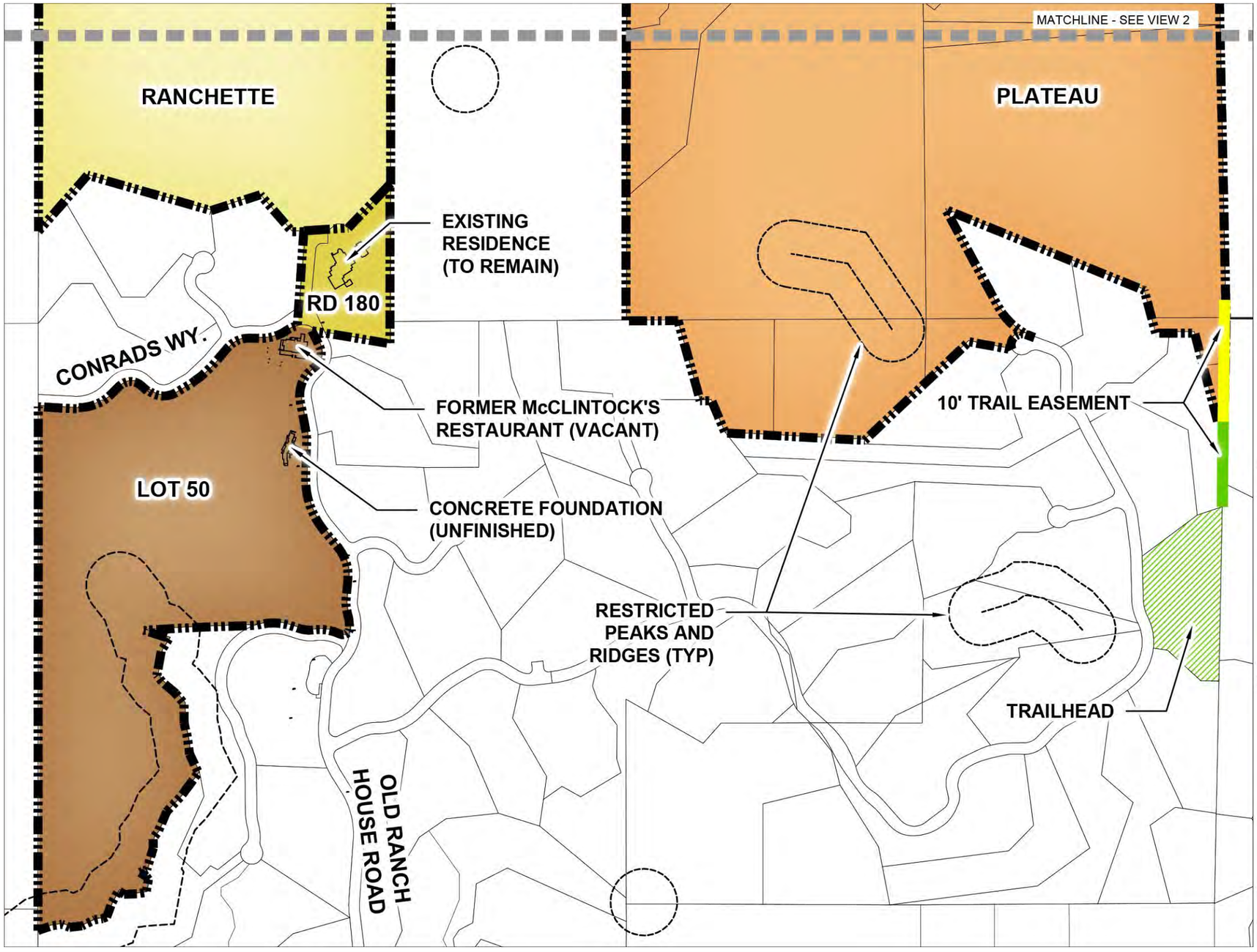
areas is explained below. The four distinct residential development areas proposed within the Saguaro Ranch Specific Plan area are:

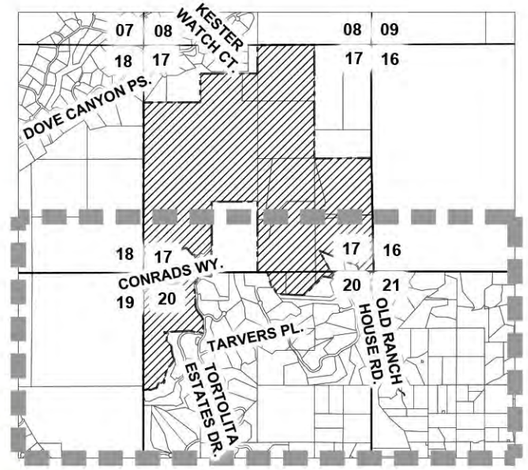
- **LOT 50:** The Lot 50 development area will generally represent a clustered form of development comprised of 70-foot wide lots that will help to expand upper-end home buying options and create affordable luxury homes in the scenic beauty of the Tortolita Mountains. Up to 100 attached casita units may be developed within the Lot 50 area as permitted in the Saguaro Ranch Guest Ranch Development Plan (DPR0402-002). Lot 50 is most appropriate for this type of development because it is the most secluded part of Saguaro Ranch, positioned in a bowl-like area offering a unique getaway experience for future residents. Lot 50 comprises 51 total acres.
- **PLATEAU:** This area is depicted on *Exhibit III.D.1: Conceptual Development Plan* as the Plateau and consists of 171 total acres. The Plateau will limit disturbance on each one-acre parcel to 16,000-20,000 square feet. Given the raised elevation of this area in comparison to the few scattered residences to the south and the separation provided by the surrounding peaks, the Plateau offers an isolated area to concentrate development of beautiful second and third move-up buyer homes on 1-acre lots with spectacular views. The smaller 16,000-20,000 square foot development envelope of each 1-acre lot also ensures that neighboring views will not be impacted and wildlife habitat will be safeguarded though natural undisturbed open space on each lot. A 100-foot building setback will be provided along the portions of the Plateau that border the Tortolita Mountain Park.
- **RD 180:** This area is included in the plan to provide continuity between Lot 50 and the Plateau and Ranchette development areas. The RD 180 development area is comprised of one tax parcel approximately 4.2 acres in size. There is an existing residence that will remain and no changes are proposed.
- **RANCHETTE:** The third development area proposed within the Saguaro Ranch Specific Plan will allow for a small number of 36-acre ranchette-style lots that will feature large areas of open space. Restricting the lot size to a minimum of 36 acres will ensure that human impacts to the Tortolita Mountains are minimized, and environmentally sensitive lands are permanently preserved. The Ranchette development area consists of 286 total acres.

The proposed development of the Saguaro Ranch Specific Plan includes setting aside 80% of the total project area for open space as required by the existing Saguaro Ranch Development Agreement. The development is designed to minimize disturbance of the steeply sloped areas, to protect wildlife habitat and views, and to minimize land development costs.

Exhibit III.D.2 is for illustrative purposes only and should not be relied upon to establish the relative locations of, or distances between, any depicted homesites or infrastructure. There are different variations of the plan that could ultimately be utilized in Saguaro Ranch. The plan is intended to show the overall concept for the site in order to provide direction for traffic and civil engineering studies, relationship of possible structures to surrounding neighborhoods and possible on-site traffic circulation. It is not to be considered an actual proposed development plan.

Exhibit III.D.1: Conceptual Development Plan (Sheet 1 of 2)





A PORTION OF SECTIONS 17 & 20,
TOWNSHIP 11S, RANGE 13E, G&SRB PIMA
COUNTY, ARIZONA

LOCATION MAP
SCALE: 1.5" = 1 MILE

NORTH

Legend

- SITE BOUNDARY
- PARCELS
- RESTRICTED PEAKS AND RIDGES
- MATCHLINE
- 10' TRAIL EASEMENT (INSIDE OF PROJECT BOUNDARY)
- 10' TRAIL EASEMENT (OUTSIDE OF PROJECT BOUNDARY)
- TRAILHEAD (OUTSIDE OF PROJECT BOUNDARY)

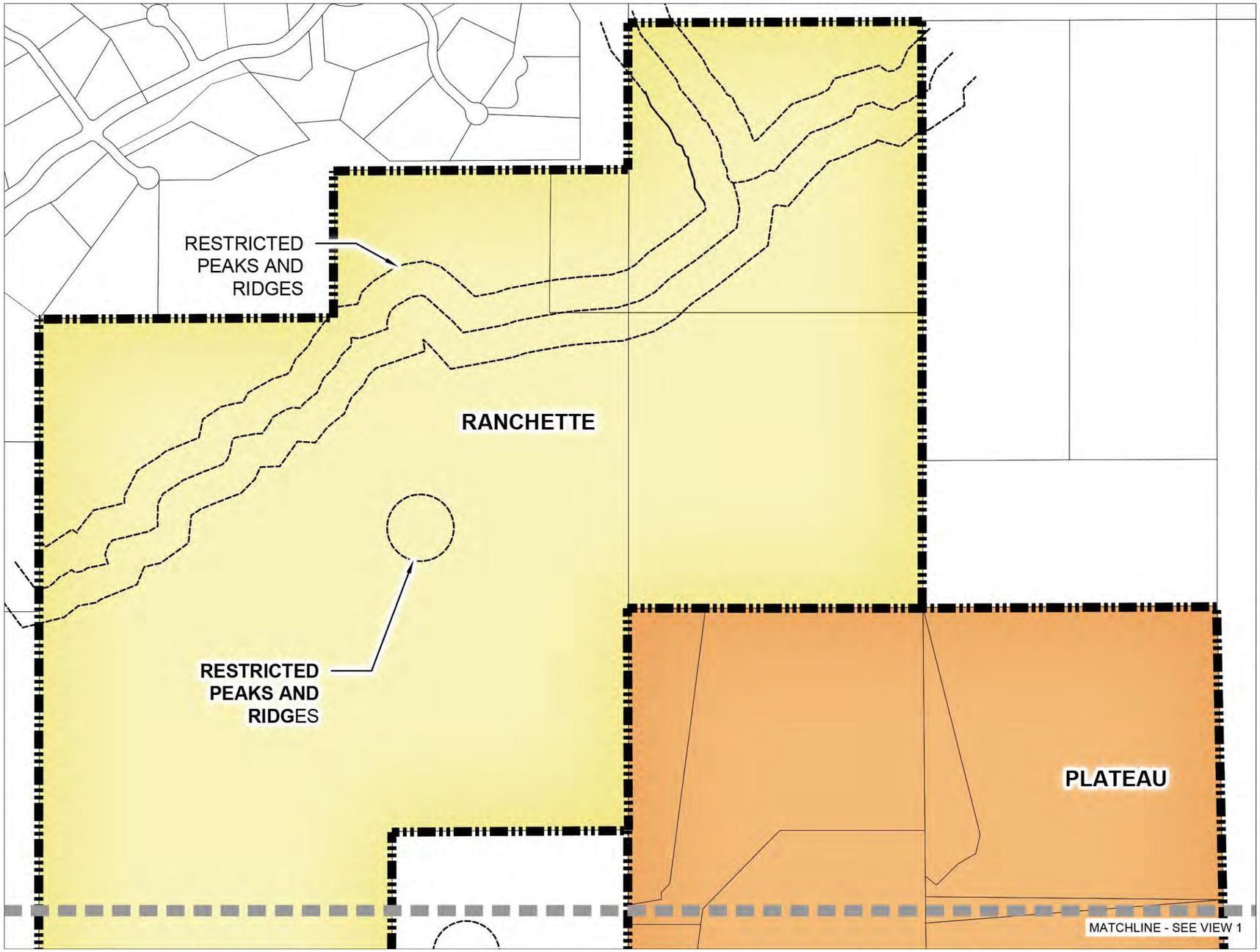
Notes

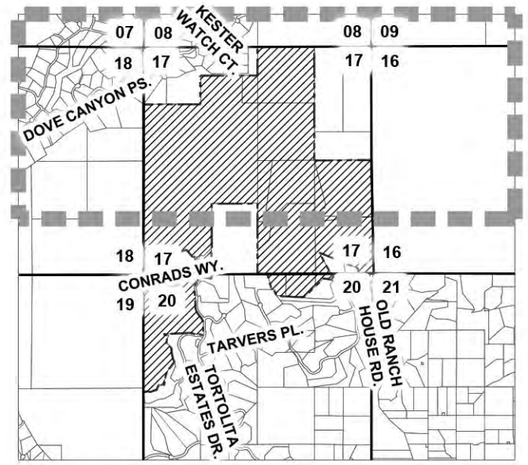
- RANCHETTE (R): 281 TOTAL ACRES, 36 AC MIN LOT SIZE
- RD 180 (RD180): 5 TOTAL ACRES, 180,000 SF MIN LOT SIZE
- PLATEAU (P): 171 TOTAL ACRES, 1 AC MIN LOT SIZE
- LOT 50 (L50): 51 TOTAL ACRES, 70'x120' (8,400 SF) TYPICAL LOT SIZE

NORTH 0' 250' 500'

FILE NAME: NCP-01_CDP_122214.DWG/BUBBLE-1

Exhibit III.D.1: Conceptual Development Plan (Sheet 2 of 2)





A PORTION OF SECTIONS 17 & 20,
TOWNSHIP 11S, RANGE 13E, G&SRB PIMA
COUNTY, ARIZONA

LOCATION MAP
SCALE: 1.5" = 1 MILE

NORTH

Legend

- SITE BOUNDARY
- PARCELS
- RESTRICTED PEAKS AND RIDGES
- MATCHLINE

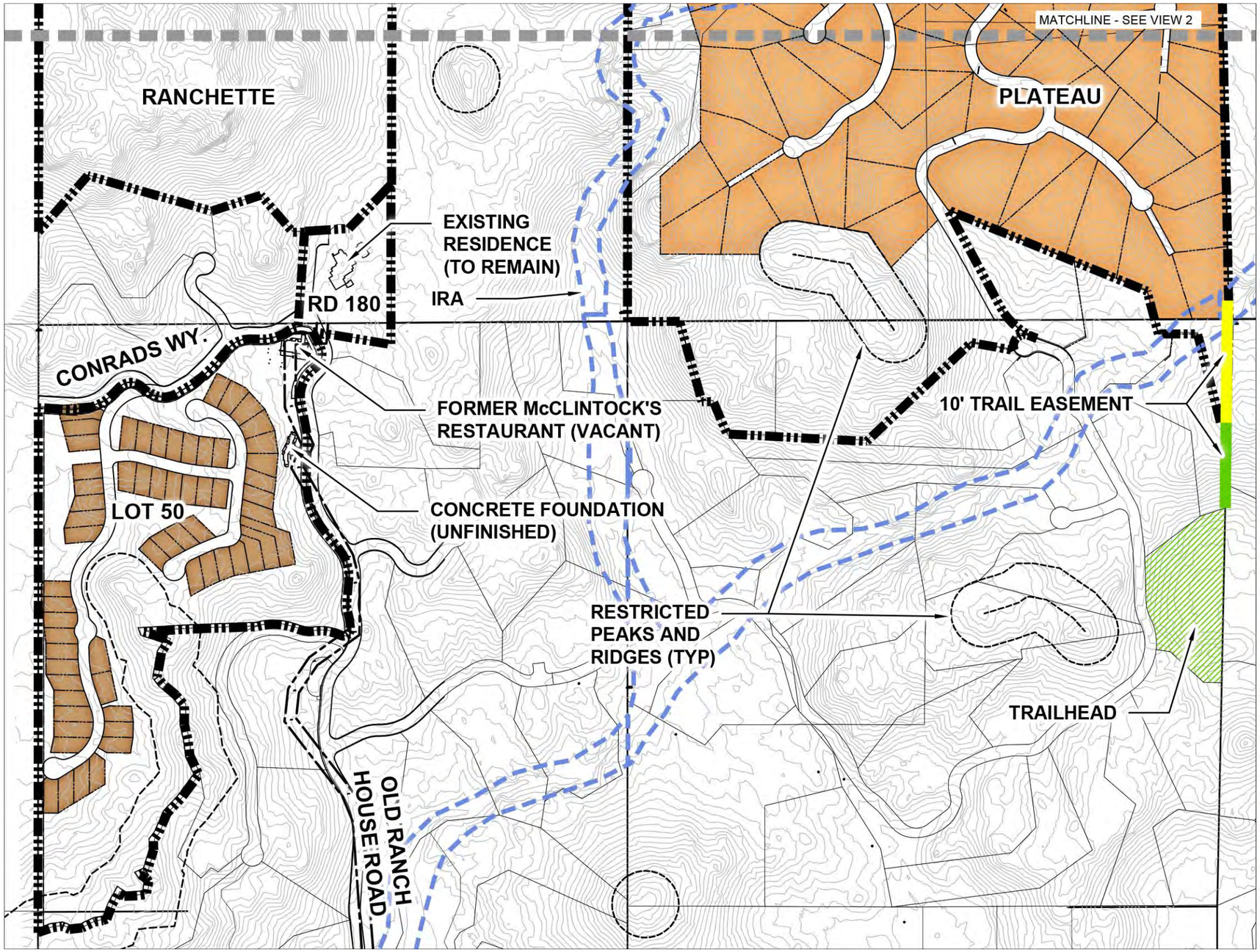
Notes

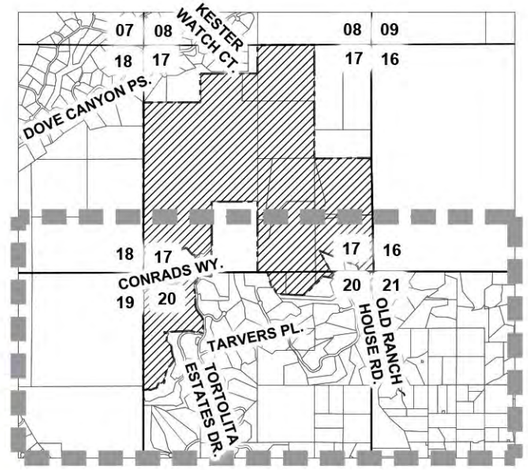
- RANCHETTE (R): 281 TOTAL ACRES, 36 AC MIN LOT SIZE
- RD 180 (RD180): 5 TOTAL ACRES, 180,000 SF MIN LOT SIZE
- PLATEAU (P): 171 TOTAL ACRES, 1 AC MIN LOT SIZE
- LOT 50 (L50): 51 TOTAL ACRES, 70'x120' (8,400 SF) TYPICAL LOT SIZE

NORTH 0' 250' 500'

FILE NAME: NCP-01_CDP_122214.DWG/BUBBLE-2

Exhibit III.D.2: Illustrative Site Plan (Sheet 1 of 2)





A PORTION OF SECTIONS 17 & 20,
TOWNSHIP 11S, RANGE 13E, G&SRB PIMA
COUNTY, ARIZONA

LOCATION MAP
SCALE: 1.5" = 1 MILE

NORTH

Legend

- SITE BOUNDARY
- PARCELS
- EASEMENT
- ELEVATION CONTOURS (10' INTERVALS)
- RESTRICTED PEAKS AND RIDGES
- IMPORTANT RIPARIAN AREA (IRA)
- MATCHLINE
- 10' TRAIL EASEMENT (INSIDE OF PROJECT BOUNDARY)
- 10' TRAIL EASEMENT (OUTSIDE OF PROJECT BOUNDARY)
- TRAILHEAD (OUTSIDE OF PROJECT BOUNDARY)

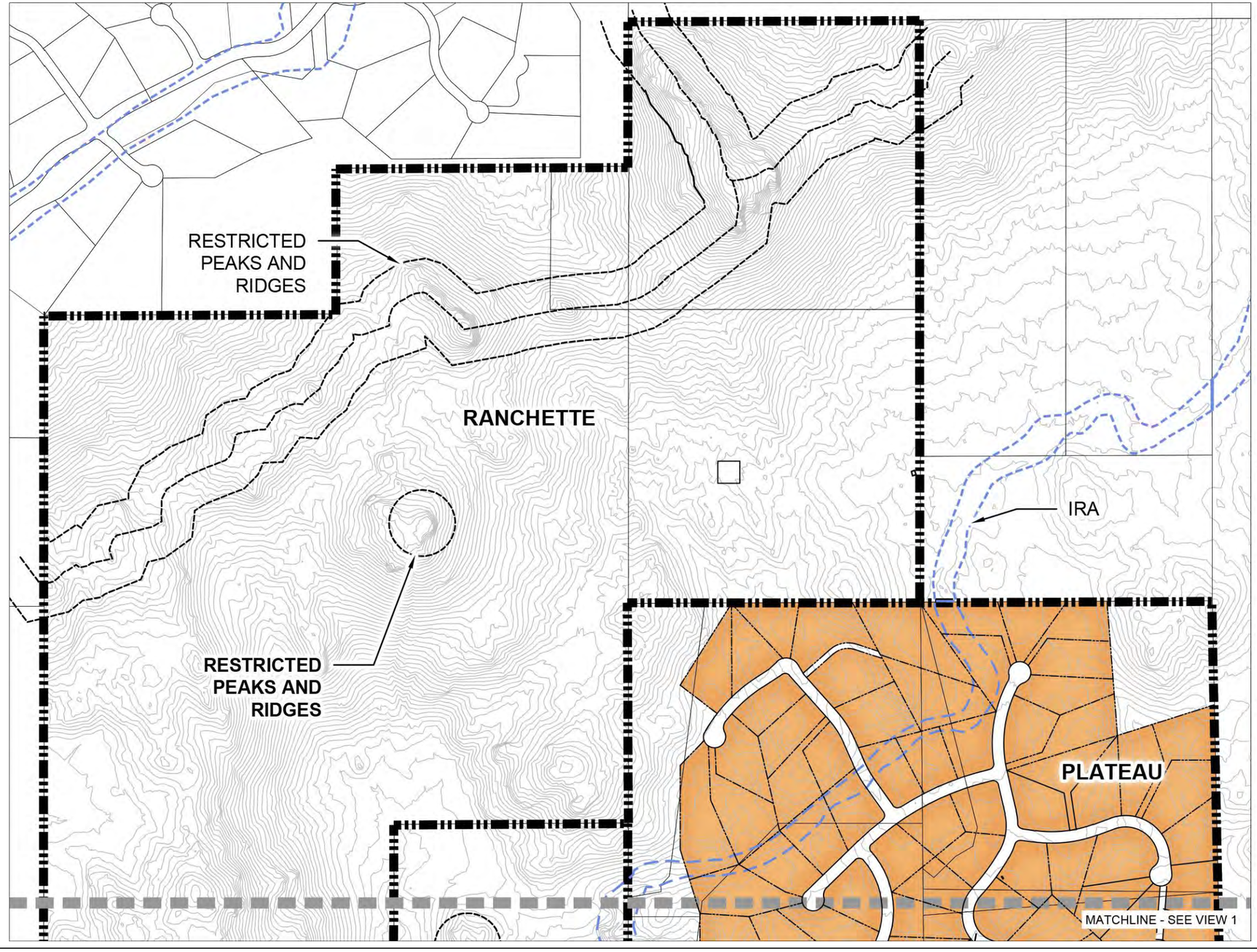
Notes

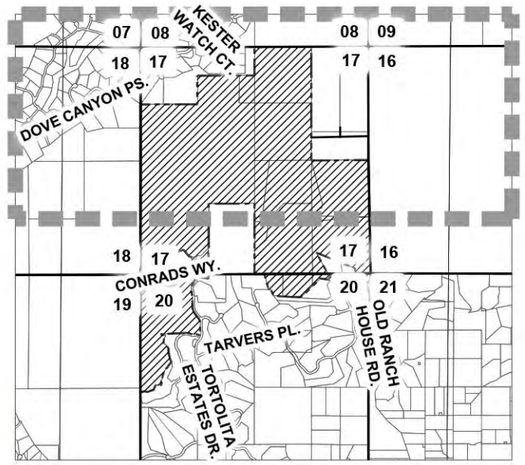
- NUMBER 70" WIDE LOTS: 62
- NUMBER OF 1 ACRE LOTS: 77

NORTH 0' 250' 500'

FILE NAME: NCP-01_CDP_122214.DWG/LOTTING-1

Exhibit III.D.2: Illustrative Site Plan (Sheet 2 of 2)





A PORTION OF SECTIONS 17 & 20,
TOWNSHIP 11S, RANGE 13E, G&SRB PIMA
COUNTY, ARIZONA

LOCATION MAP
SCALE: 1.5" = 1 MILE

NORTH

Legend

- SITE BOUNDARY
- PARCELS
- EASEMENT
- ELEVATION CONTOURS (10' INTERVALS)
- RESTRICTED PEAKS AND RIDGES
- IIMPORTANT RIPARIAN AREA(IRA)
- MATCHLINE

Notes

- NUMBER 70" WIDE LOTS: 62
- NUMBER OF 1 ACRE LOTS: 77

NORTH 0' 250' 500'

FILE NAME: NCP-01_CDP_120814.DWG/LOTTING-2

E. Circulation Concept Plan

Ingress/Egress to the property will be available by travelling through an approximately 700-foot tunnel located at the north end of Thornydale Road approximately one-half mile north of Moore Road. There is a guardhouse located at the gated access point to the property just north of the tunnel that is always attended. The guardhouse and gate will continue to serve as the primary access to Saguaro Ranch and all internal project roadways will be private. A proposed bridge will provide connectivity between the eastern Plateau and Lot 50 to the west.

Interstate 10 is approximately 8 miles west of the site and can be accessed by travelling south from the property on Thornydale Road, then west on Tangerine Road to the freeway. North/south movements can be made by utilizing Thornydale Road, La Canada Drive and Twin Peaks Road.

There are no off-site right-of-ways proposed for the site because access is already established through Thornydale and Moore Roads, with more than adequate existing capacity.

A Traffic Impact Analysis is not required for this project as traffic generation is expected to be equal to or less than what was projected for the 180 lots contemplated in the previously completed traffic study that was required with the existing development agreement for Saguaro Ranch.

F. Open Space, Recreation and Trails Concept

Natural undisturbed open space (NUOS) will remain over the majority of the Saguaro Ranch property, accounting for 80 percent of the overall area. Given the safeguarded natural beauty, upscale residential offerings, far distance to schools and exclusivity of Saguaro Ranch, it is not anticipated that many families will purchase homes, but rather that potential homebuyers will likely purchase homes for seasonal winter living and vacations. The proposed does not require a park per the Land Development Code. The provision of a recreational area would also lead to additional disturbance to the natural environment that may be unnecessary if the park receives infrequent use.

The former McClintock's restaurant located in the northeast corner of Lot 50 provides an opportunity to possibly program the building as a recreational amenity or repurpose it as a possible community center.

The Tortolita Mountain Park is a regional preserve with vistas, picnic areas and several trails. It is a valuable amenity that will help meet the recreational needs of Saguaro Ranch residents. Tortolita Mountain Park will be buffered from residential development through the provision of a 100-foot building setback along the portions of the Plateau development area that border the Mountain Park. A trailhead located near the southeastern corner of the North Parcels of Saguaro Ranch will provide connectivity to the park. See *Exhibit III.D.1* for the approximate location of the proposed trail easement and trailhead subject to change at the time of platting.

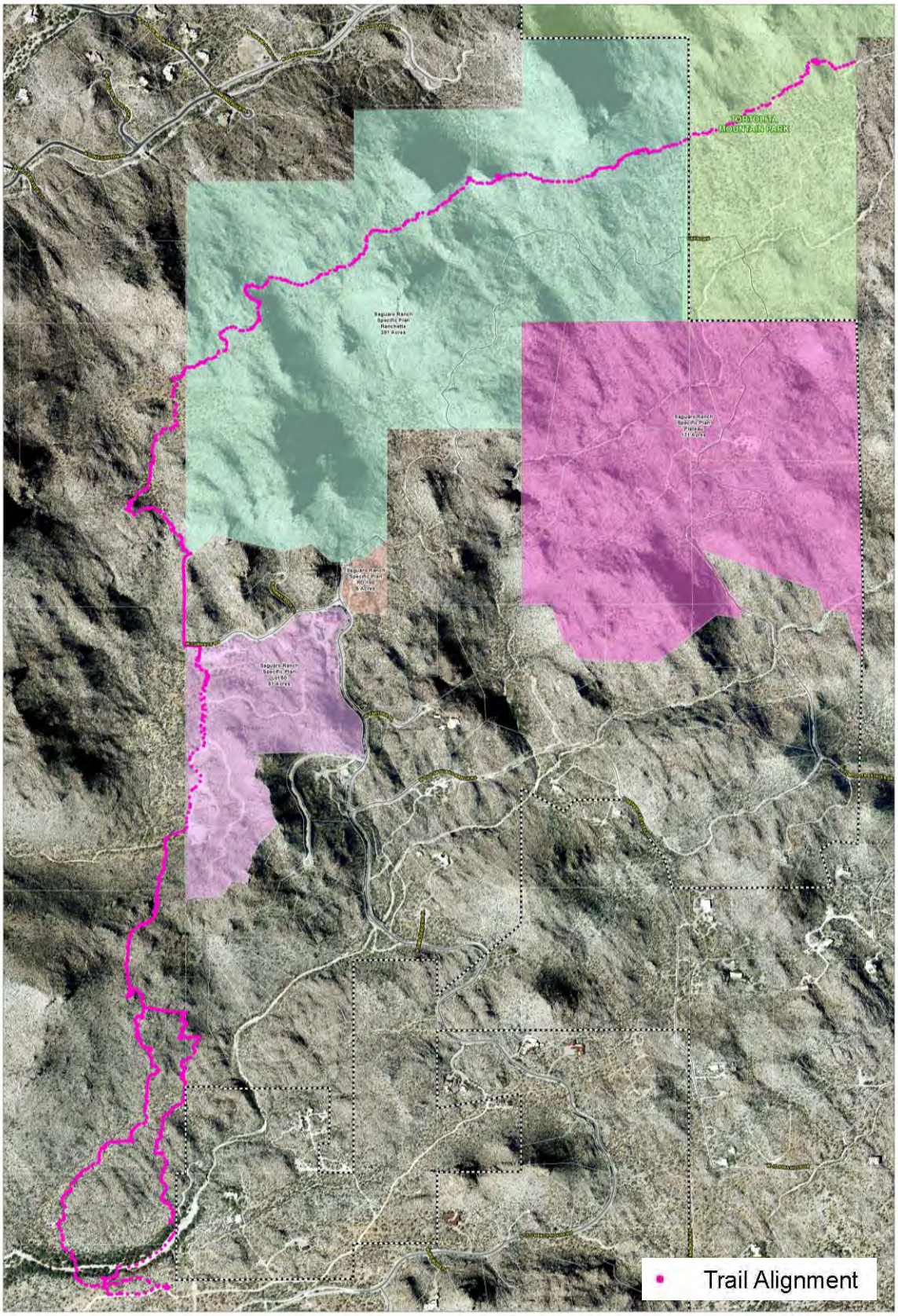


There was a plan in the original Saguaro Ranch development for a private (Saguaro Ranch owners only) hiking and trail riding system throughout the community. The private natural trail system was intended to be a dirt/rock single-track hiking/equestrian trail. The purchase contracts that the original developer utilized had a section referring to the developer's future "right" to lay-out portions of this trail system through the individual lots. Some short sections of this trail were built but have long since been overgrown and difficult to identify. It is unknown if there was an actual easement dedicated to this trail system or if it was ever designed for the entire project. The current Saguaro Ranch Specific Plan proposal does not include this type of trail system and there are no plans for equestrian facilities, including a trail system, at this time.

The property owner agrees to coordinate with the Town of Marana in the provision of a public trail through portions of the Saguaro Ranch property to provide public access to the Tortolita Mountain Park northeast of the Saguaro Ranch boundary. At such time that appropriate trail easements are secured up to the west boundary of Saguaro Ranch, the property owner will coordinate with Town staff in determining the appropriate trail alignment and grant the necessary easement(s) to the Town of Marana enabling the Town to construct and maintain a sustainable trail. *Exhibit III.F: Public Trail Easement (Conceptual Only)* delineates a very general and conceptual trail alignment, which is subject to further discussion and revision prior to acceptance by the Town and the property owner. The ultimate alignment will be located outside of buildable area within the project boundary to the greatest extent possible, and every effort will be made to locate the trail within open space, common area, and/or conservation area. It is anticipated that a more precise trail alignment will be determined by the Town of Marana and the property owner during the subdivision process.



Exhibit III.F: Public Trail Easement (Conceptual Only)



G. Landscape Concept

The overall landscape theme will reflect the best attributes of the Sonoran Desert and the site's surrounding environment. Native and desert-adapted plant material, as well as regionally appropriate hardscape materials will be used within the landscape buffers, and common areas. 80 percent of the site will be preserved. Buffers and common areas will reflect the plant palette and appearance of the native desert that dominates the site.

A mixture of rustic amenities and materials aesthetically balanced with the appropriate low water use vegetation will greet residents and visitors to the Saguaro Ranch community. Landscape amenities may include items such as:

- Custom gated entry (existing)
- Landscaped roadways and medians
- Revegetated landscape areas

To the extent practical, the majestic views of the surrounding rock formations, Tortolita Mountains, and the city lights will be preserved and given high priority.

The conservation of water will be an important priority with the landscape design. A drip irrigation system will serve the low water use plants within the revegetated and common areas.

Screening will be accomplished through the use of preserved and planted vegetation as well as site layout and orientation. Homes backing up to natural areas with sufficient existing vegetation and screening will have the option of installing view fences along the rear of the lot.

1. Native Plant Preservation

A Native Plant Preservation Plan (NPPP) shall be prepared in accordance with the provisions set forth in the Town of Marana Land Development Code. The site layout has been designed with concern for the site's topography, hydrology, and the riparian washes running through the site.

H. Grading Concept

The maximum allowable disturbance within the overall Saguaro Ranch Project is 20%. This Specific Plan is not proposing any change to this overall disturbance restriction.

The project has been designed so that the smaller/denser lots are in the areas of the site with the least slope. In each development area the final lotting layout will comply with the Code requirements for slope density. The Important Riparian Area (IRA) located in the Plateau will not be disturbed because the grading envelopes of lots containing IRA will not be permitted to encroach into any IRA. However, minor encroachments into the IRA may be necessary for roadway crossing(s) and utility easements.



Portions of Lot 50 were previously graded to accommodate the existing restaurant and spa buildings based on the building and improvement plans approved by the Town of Marana. These existing disturbed areas will be included with the overall grading calculations for this lot. Due to the terrain and the size of the building pads for the proposed lots, the development area will be mass graded. It is anticipated that the overall disturbance area for Lot 50 will be approximately 30 acres.

The initial grading for the North Parcels will be for the construction of roadway and utility infrastructure. The Plateau lots and ranchettes will be individually graded when they are developed. It is anticipated that the grading limits for these lots will include the residence, out buildings and accessory structures, patios and yards, driveways and parking areas. The grading limits will be shown on the building plans for the lots. It is anticipated that the allowable disturbance for the Plateau lots will be approximately 16,000-20,000 SF per lot. The allowable disturbance area for the ranchettes will be approximately 100,000-130,000 SF per lot.

Thirty days before grading, a 100% area survey must be completed by a qualified wildlife biologist for the Sonoran Desert Tortoise with a copy of the survey form sent to the Town prior to issuance of a grading permit. Additionally, a substantial conservation area approximately 161 acres in size will be set aside along the western portion of the Ranchette development area to allow for future persistence of Sonoran Desert Tortoises in this area. See *Exhibit III.H: Desert Tortoise Conservation*.

A qualified Sonoran Desert tortoise biologist will be present to monitor during all ground disturbing activities, and should watch for tortoises wandering into the area, check under construction vehicles, check and alleviate any excavation hazards that may trap tortoises, and conduct all activities to ensure that death and injury of tortoises is minimized.

Areas designated for excavation will be fenced or flagged, and construction workers will be alerted to stay within the construction boundaries. No disturbance areas along the Important Riparian Area in the Plateau section will be delineated at least 50 feet on either side of the wash. Construction vehicles should not exceed 25 mph on unpaved roads. Construction workers will be informed of equipment movement restrictions and other desert tortoise protection measures.

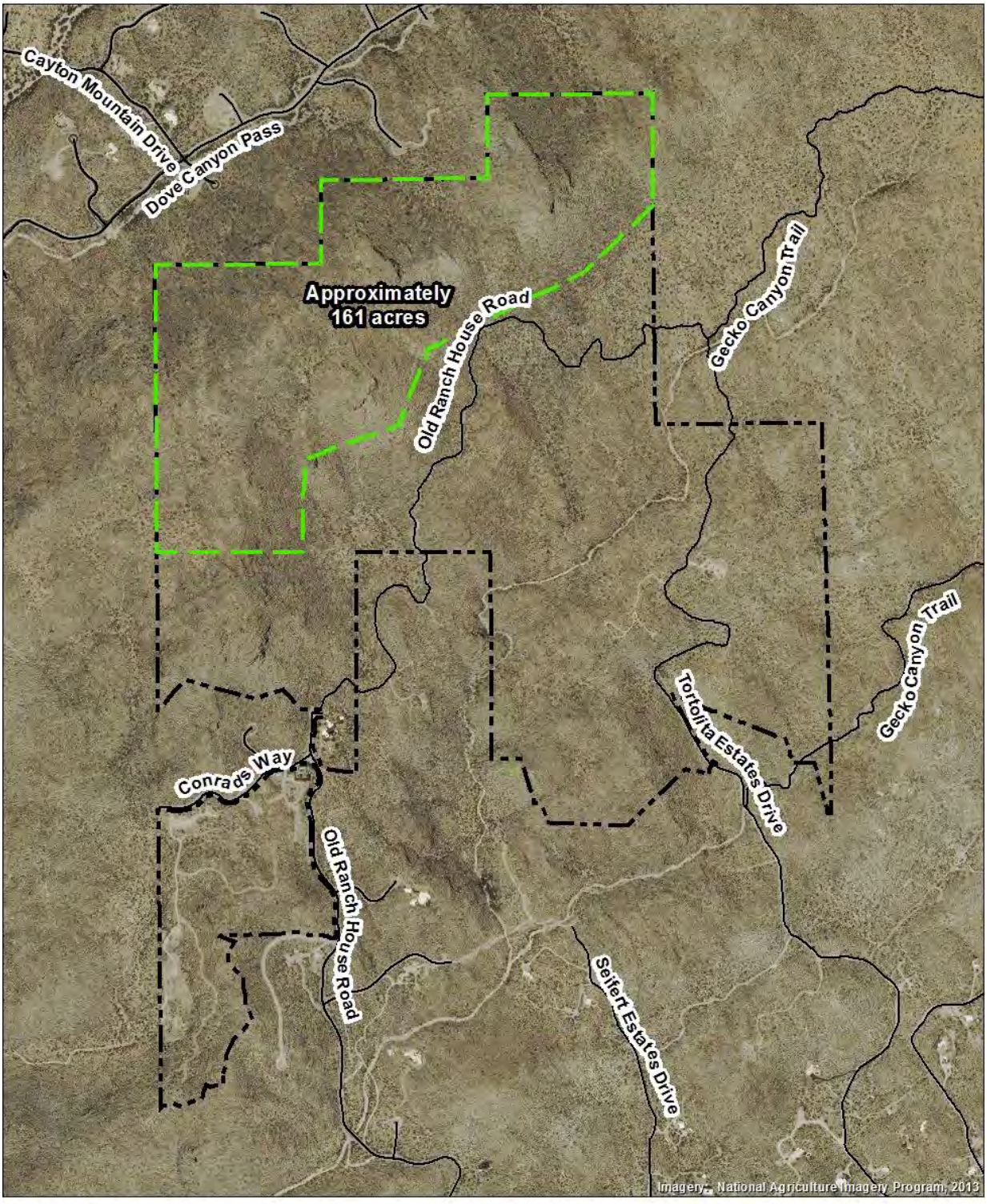
A desert tortoise survey and monitoring report will be submitted to the AZGFD, the Town of Marana, and any State or Federal permitting agency within 90 days of project completion.

The CC&Rs will include a provision to discourage residents and visitors from feed or providing water for wild mammals, or otherwise allowing wildlife to lose their fear of people.

Signage along trails should encourage people to stay on trails, keep dogs leashed, and discourage harassment, collection or killing of reptiles.



Exhibit III.H: Desert Tortoise Conservation



LEGEND

Specific Plan Boundary

Proposed Conservation Area

NOTE: Final delineation of the Sonoran Desert Tortoise conservation area will be determined following consultation with a qualified wildlife biologist.

NORTH 0' 600' 1200'

FILE NAME:NCP_01_DesTortArea_6x8
SOURCE: Pima County GIS, 2015

I. Post Development Hydrology

1. Conceptual Development Plan Response to Hydrologic Characteristics:

The proposed development area limits have been delineated based on the location of potential drainage improvements and proposed uses are intended to be compatible with these improvements. This planning will allow the project to accept the existing runoff and discharge on-site flows in a manner similar to the pre-development conditions.

2. Encroachment and Modification of Drainage Patterns:

On the portion of the north parcels proposed for 36-acre ranchettes, the existing drainage patterns will remain primarily unchanged. Watershed boundaries will be mostly unaltered and improvements will be located to avoid the regulatory floodplains and associated erosion hazard setbacks as much as practicable.

The portion of the north parcels proposed for 1-acre lots will require more infrastructure but existing drainage patterns will remain primarily unchanged. Watershed boundaries will be mostly unaltered. Roadway improvements to provide all-weather access to all lots will require various wash crossings and may require the encroachment and realignment of some regulatory floodplains with lower discharges.

Due to the type and scale of proposed uses for Lot 50, it is likely that encroachment into the existing regulatory floodplains is unavoidable. Wash I, however, will be preserved in a natural state. Drainage infrastructure, including detention basins, will be provided to route all on-site and off-site runoff through the project site in a manner that will not adversely impact adjacent properties. *Exhibit III.I.1: Post-Development Hydrology* shows potential locations of the drainage improvements to convey the regulatory discharges across the site.

A jurisdictional delineation will be submitted to the U.S. Army Corps of Engineers at a later date to determine the amount of jurisdictional wash impacted by this development, which could ultimately result in the need for a Clean Water 404 Permit.

3. Engineering and Design Features to be Used to Address Drainage and Erosion Problems:

As mentioned in Section II.D – Hydrology, there are off-site flows conveyed through the project. The nature and quantity of these flows will be further evaluated in the drainage report(s) prepared for the development of the site. The necessary improvements to convey the flows will be determined at that time and will be incorporated into the drainage improvements for the development. The potential location of culverts and open channels are shown on *Exhibit III.I.1: Post-Development Hydrology*. In general, open channels with sandy bottoms, grade control structures, 3:1 dumped rip-rap side slopes, and depths varying from 2 feet to 3 feet will be adequate to convey the design



discharges. Where proposed development encroaches within regulatory floodplains and/or erosion hazard setback areas slope protection including toe-downs will be required to protect against scour and lateral migration of the associated floodplain.

Subdivision planning and development within the north parcels will account for the existence of existing regulatory floodplains and associated erosion hazard setbacks. These regulatory floodplains will be maintained in their existing locations as much as practicable. Buildable areas will be shown on drainage report exhibits, Preliminary Plats, and Final Plats. Drainage report(s) prepared for the development of the site will show regulatory floodplain limits (developed conditions), erosion hazard setbacks, and buildable areas on the same exhibit and will provide encroachment analysis where applicable.

The development of Lot 50 will include the platting of common areas containing floodplains to be preserved.

Per section 21.05.11 of the Town of Marana Land Development Code (TOM-LDC) detention and retention will not be required for the north parcels of this project because they are planned for less than 3 units per acre.

Detention and threshold retention will be required for Lot 50 in accordance with the TOM-LDC and the Pima County Stormwater Detention/Retention Manual. The potential location of a detention/retention basin is shown on *Exhibit III.I.1: Post-Development Hydrology*. Detailed design and analysis of the detention/retention basin/s will be provided with the development of this area.

Based on requirements of the Pima County Stormwater Detention/Retention Manual, approximately 0.2 acre-feet of retention storage and 1.15 acre-feet of detention storage will be required for Lot 50. Using a basin with a maximum ponding depth of 3 feet, the surface area of a basin would be 0.45 acres (19,600 square feet).

A stormwater pollution prevention plan (SWPP) submitted to the Town of Marana will be required prior to the issuance of grading permits for the future development of the site.

4. Potential Drainage Impacts to Off-site Land Uses Upstream and Downstream:

This project is bounded along its upstream limits by various natural watersheds, including Tortolita Mountain Park to the northeast and privately owned property to the west. Offsite flows will be accepted onto this project and conveyed through the project within preserved floodplains, thus preventing any backwater effects and not impacting the land uses of upstream properties.



The low-density residential land use proposed for the north parcels means development will have little impact on the peak discharge of runoff impacting downstream land uses. The proposed development of Lot 50 will include the construction of detention/retention infrastructure, ensuring peak discharge leaving the site is similar to existing conditions.

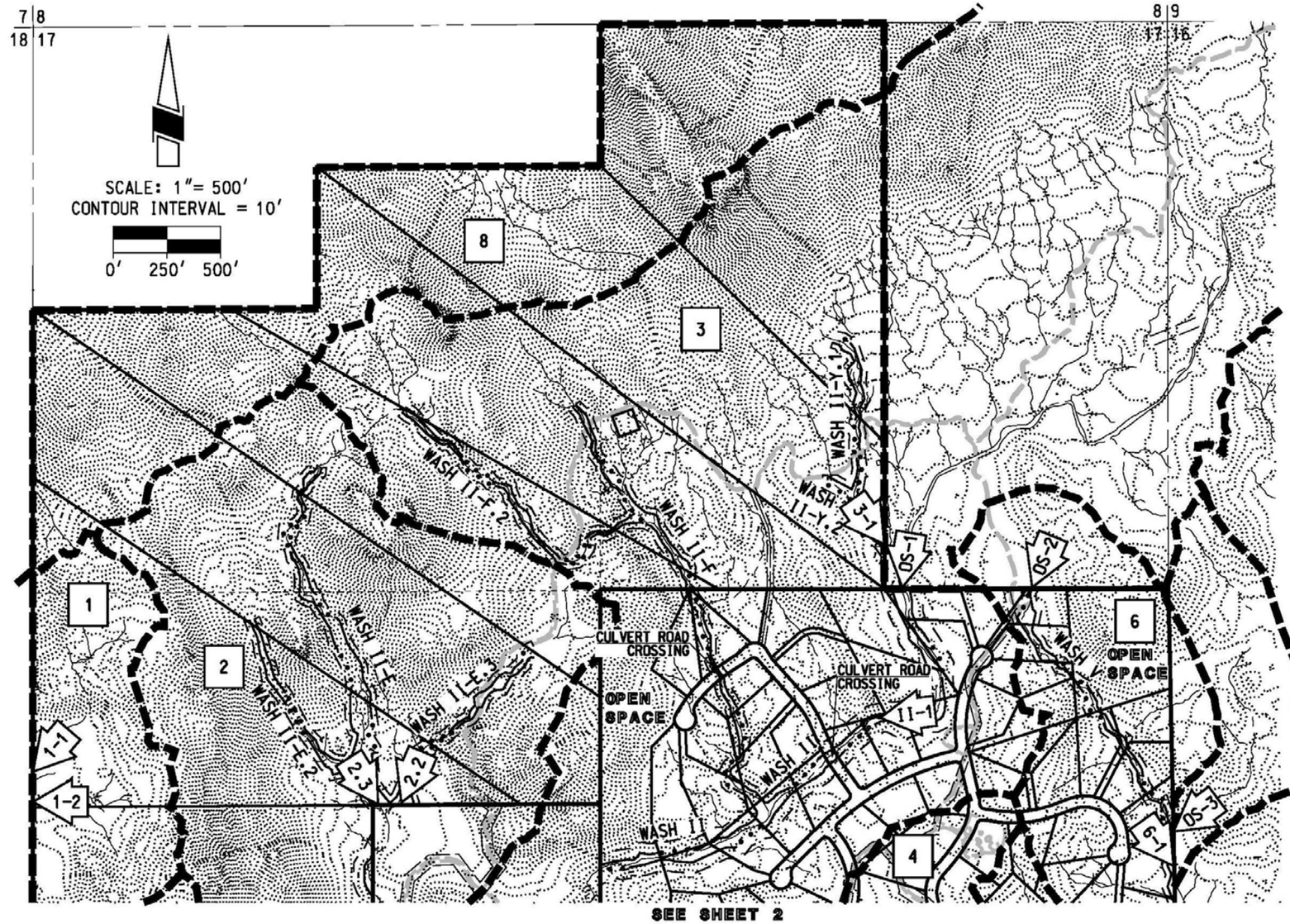
5. Conceptual Development Plan Conformance with Area Plan, Basin Management Plans and Town Policies:

The development associated with this Specific Plan will conform with applicable policies related to drainage and floodplain management. Applicable policies include but are not limited to those contained within the Town of Marana Land Development Code and the Pima County Stormwater Detention/Retention Manual.



Exhibit III.I.1: Post Development Hydrology (Sheet 1 of 2)

EXHIBIT III.I.1
POST-DEVELOPMENT HYDROLOGY
SAGUARO RANCH SPECIFIC PLAN



DESIGN PEAK FLOWS	
WATERSHED CP's	Q100 [cfs]
1-1	57
1-2	69
2-1	554
2-2	155
2-3	301
3-1	170
3-2	108
4-1	181
4-2	216
5-1	92
5-2	137
6-1	240
7	45
8	455 **
10-1	153
I	728 *
II-1	973 *
II-2	1320 *
OS-1	950
OS-2	54
OS-3	95
OS-4	1758 *
OS-5	120
OS-6	95

* Per Drainage Report for Saguaro Ranch by Rick Engineering, dated Sept. 30, 2003
** Total 100-year discharge originating on-site (not at a CP)

LEGEND

- 1 — WATERSHED
- 1 — CONCENTRATION POINT
- WATERSHED BOUNDARY (EXISTING)
- BUILDING EROSION HAZARD SETBACK
- REGULATORY FLOOD LIMITS (EXISTING)

© 2014 Rick Engineering Company

RICK ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
TUCSON, AZ 85712
520.795.1000
(FAX)520.322.6956

NOTE:
FOR CONTINUITY, WASH NAMING CONVENTION IS TAKEN FROM THE DRAINAGE REPORT FOR SAGUARO RANCH (RICK ENGINEERING, SEPT. 30, 2003)

DATE: 12/03/2014

PAGE 1 OF 2

Exhibit III.I.1: Post Development Hydrology (Sheet 2 of 2)

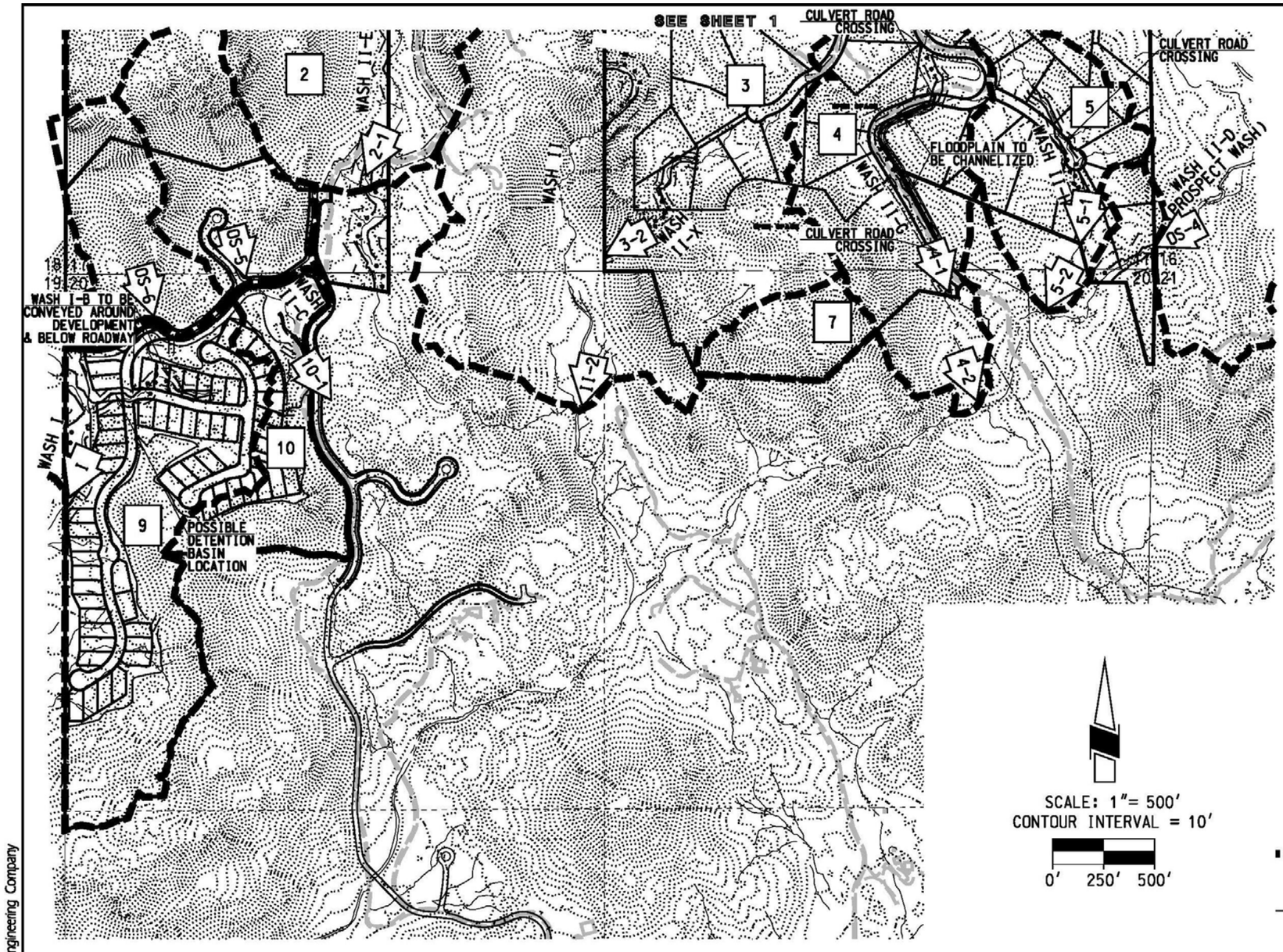


EXHIBIT III.I.1
POST-DEVELOPMENT HYDROLOGY
SAGUARO RANCH SPECIFIC PLAN

DESIGN PEAK FLOWS	
WATERSHED CP's	Q100 [cfs]
1-1	57
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OS-2	54
OS-3	95
OS-4	1758 *
OS-5	120
OS-6	95

* Per Drainage Report for Saguaro Ranch by Rick Engineering, dated Sept. 30, 2003
** Total 100-year discharge originating on-site (not at a CP)

SCALE: 1"= 500'
CONTOUR INTERVAL = 10'
0' 250' 500'

LEGEND

- 1 — WATERSHED
- 1 — CONCENTRATION POINT
- WATERSHED BOUNDARY (EXISTING)
- BUILDING EROSION HAZARD SETBACK
- REGULATORY FLOOD LIMITS (EXISTING)

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RICK ENGINEERING COMPANY
3945 EAST FORT LOWELL ROAD - SUITE 111
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DATE: 12/03/2014

PAGE 2 OF 2

J. Cultural Resources

The Arizona State Museum archaeological site database was consulted, which includes records for previously conducted surveys and previously recorded sites in the project area.

The records search showed that portions of the site were surveyed as part of four previous survey projects between 1981 and 2010; however, the project area has not been surveyed in its entirety. According to ASM, forty-seven archaeological sites have been identified within a one-mile radius of the project area, seven of which fall within the boundaries of the project. The ASM recommends that a qualified archaeologist revisit the previously identified sites to assess their current condition and survey the remainder of the site to identify any other possible unknown historic sites.

The presence of cultural resources within the project boundaries requires a 404 Nationwide Permit (NWP) and notification to the Army Corps of Engineers. Cultural reports for projects with a federal nexus are reviewed by the State Historic Preservation Office (SHPO) and the Town shall be copied on all reports and other information. Approval from the SHPO is required before issuance of a grading permit.

K. Public Services and Utilities

1. Police Service

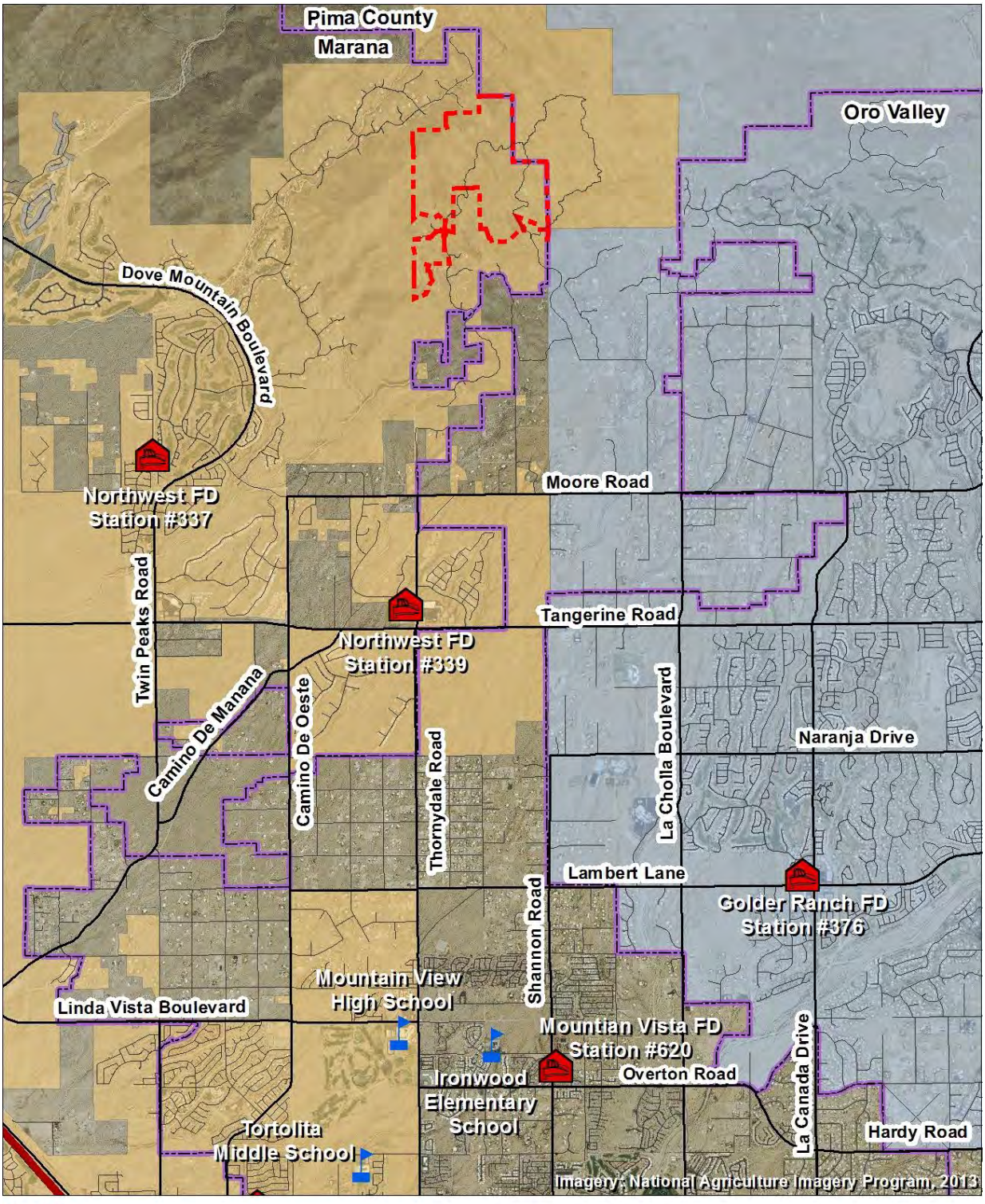
The project site will utilize the Town of Marana's police service. The nearest Town of Marana police station is the Town of Marana Police Headquarters located approximately 10 miles west of the project site at 11555 West Civic Center Drive.

2. Fire Service

The entire project site is currently within the Northwest Fire District. The Northwest Fire District also serves immediately adjacent areas to the north, south, east and west of the site.

As depicted in *Exhibit III.K.2: Fire Service and Schools*, the nearest fire station (Northwest Fire District Station #339) is located at 12095 N. Thornydale Road, approximately 3.25 miles south of the project site.

Exhibit III.K.2: Fire Service and Schools



LEGEND

- Specific Plan Boundary
- Jurisdiction Boundary
- Public Schools
- Northwest Fire District
- Golder Ranch Fire District
- Fire Stations

NORTH 0' 3,000' 6,000'

FILE NAME: NCP_01_public_facilities.mxd
SOURCE: Pima County GIS, 2014

3. Schools

It is anticipated that this project will generate approximately 150 residential units if fully developed at the target residential densities. Saguaro Ranch is located within the Marana Unified School District (MUSD).

MUSD provided the following multipliers to use for student enrollment projections.

Elementary: 0.25 students per home (0.25 x 150) = 38 students
Junior High & High School: 0.10 students per home (0.10 x 150) = 15 students

MUSD does not distinguish between different housing community types. Given the target market for Saguaro Ranch, these estimates are likely high.

Mountain View High School, Tortolita Middle School and Ironwood Elementary will serve the site.

There are no schools located within one-mile of the project site. Ironwood Elementary School is located approximately 6.2 miles south at 3300 West Freer Drive and serves grades K-6. Tortolita Middle School is located approximately 7 miles south of the Saguaro Ranch property and serves grades 7-8. Mountain View High School is located approximately 5.5 miles from the site and serves grades 9-12.

See *Exhibit III.K.2: Fire Service and Schools.*

4. Water

As shown on *Exhibit II.B.3.c: Existing Land Uses*, there is one well, #805925, located on the site or within 100-feet of the site. The water supply for Saguaro Ranch will be provided by Tucson Water, which has been designated by the state of Arizona Department of Water Resources as having an assured water supply; therefore, water supply is assured. A water service agreement, *Exhibit III.K.4: Water Service Letter*, is required to establish service to the property. Off-site improvements to connect to the existing system, well sites and storage tanks will need to be considered along with the infrastructure to serve the proposed development.



Exhibit III.K.4: Water Service Letter

August 18, 2014

CITY OF TUCSON
TUCSON WATER DEPARTMENT

The Planning Center
110 S Church St, Ste 6320
Tucson, AZ 85701

Attn: Tim Craven

SUBJECT: **Water Availability for project: Saguaro Ranch Specific Plan, APN: Multiple Parcels, Case #: WA1614, T-11, R-13, SEC-17, Lots: 45-50,9999, Location Code: MAR, Total Area: 527ac Zoning: RH**

WATER SUPPLY

Tucson Water will provide water service to this project based on the subject zoning of the above parcels. Tucson Water has an assured water supply (AWS) designation from the State of Arizona Department of Water Resources (ADWR). An AWS designation means Tucson Water has met the criteria established by ADWR for demonstration of a 100-year water supply – it does not mean that water service is currently available to the subject project.

WATER SERVICE

The approval of water meter applications is subject to the current availability of water service at the time an application is received. The developer shall be required to submit a water master plan identifying, but not limited to: 1) Water Use; 2) Fire Flow Requirements; 3) Offsite/Onsite Water Facilities; 4) Loops and Proposed Connection Points to Existing Water System; and 5) Easements/Common Areas.

Any specific area plan fees, protected main/facility fees and/or other needed facilities' cost, are to be paid by the developer. *If the existing water system is not capable of meeting the requirements of the proposed development, the developer shall be financially responsible for modifying or enhancing the existing water system to meet those needs.*

This letter shall be null and void two years from the date of issuance.

Issuance of this letter is not to be construed as agency approval of a water plan or as containing construction review comments relative to conflicts with existing water lines and the proposed development.

If you have any questions, please call New Development at 791-4718.

Sincerely,

Richard A. Sarti

Richard A. Sarti, P.E.
Interim Engineering Manager
Tucson Water Department

RS:ka
CC:File,attachment

Page 1 of 2

TUCSON WATER
NEW SERVICES • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-5164 • FAX (520) 791-5288 • TTY (520) 791-2639 • www.cityoftucson.org

5. Wastewater

Lot 50 will likely be served by a private sewer system. The private sewer treatment plant is proposed for the development of Lot 50 in the southwestern portion of the project.

There are existing sewer lines serving Dove Mountain to the west of Saguaro Ranch, but those lines do not provide a viable alternative for potential sewer service at this time.

The lots proposed for the North Parcels are anticipated to utilize individual septic systems. The potential for a sewer line extension from the proposed Lot 50 sewer system will be investigated.

See *Exhibit III.K.5: Existing Sewer Facilities*.

6. Other Private Utilities

Trico Electric Cooperative provides electricity to this area of Pima County according to the Trico Service Area Map. It is anticipated that Trico will provide power to the site.

According to the company website, the Century Link service area currently dissects the Saguaro Ranch property. It is anticipated that Century Link will extend phone service to the remainder of the site. Alternatively, individuals may use wireless communications that can be provided by any number of service providers.

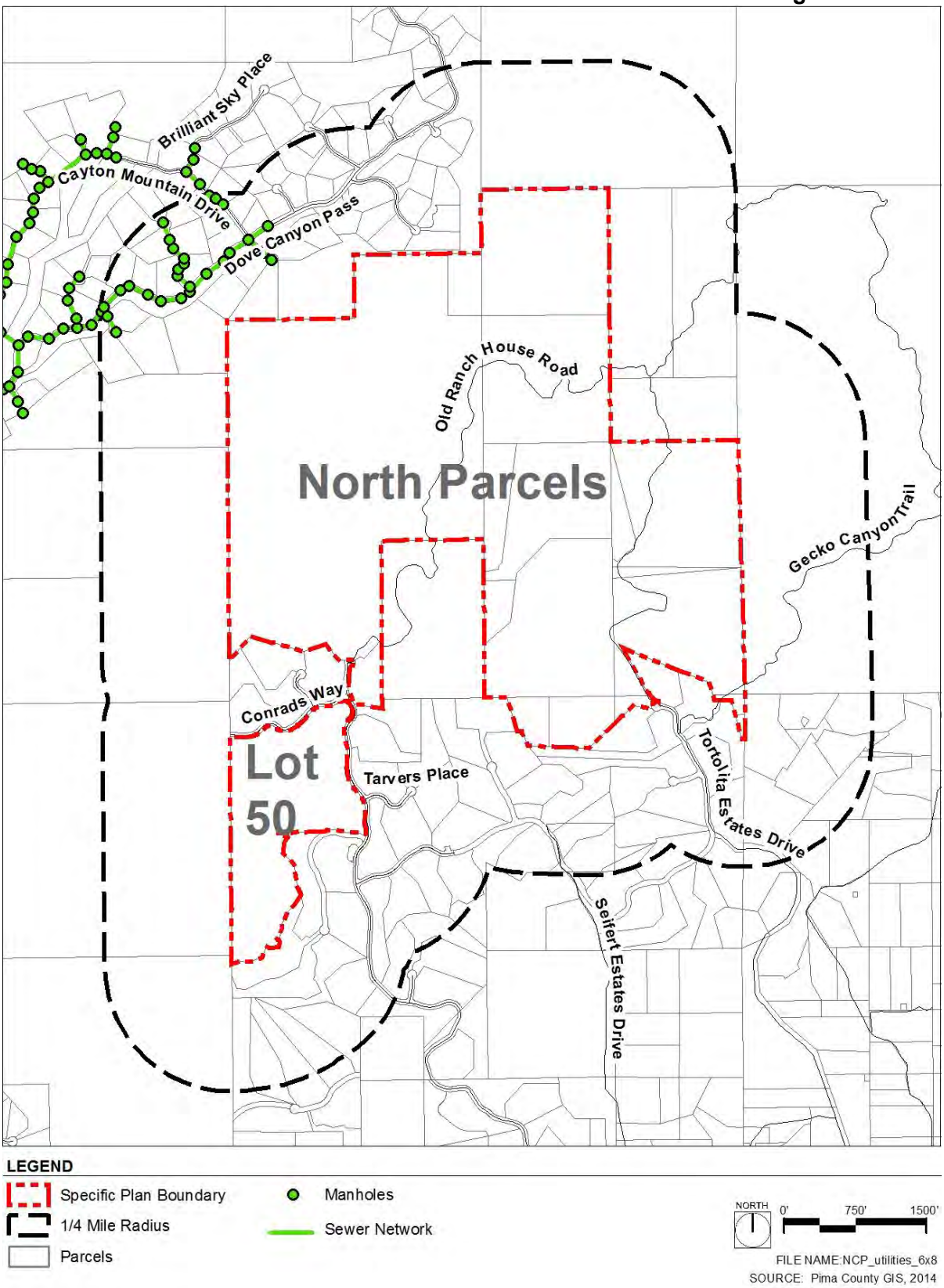
According to the distribution service area map, Southwest Gas Corporation will provide service to the Saguaro Ranch property.

Electricity, natural gas, telecommunications and cable services will be extended to the project site at the time of development through agreements with individual utility companies.

7. Sanitation and Recycling Services

A number of private sanitation service providers may be contracted to serve the site with comprehensive trash and waste removal, recycling and environmentally safe waste management services.

Exhibit III.K.5: Existing Sewer Facilities





IV. DEVELOPMENT REGULATIONS

A. Purpose and Intent

These regulations will serve as the primary mechanism for the implementation of the Saguaro Ranch Specific Plan. The Saguaro Ranch Specific Plan Development Regulations apply to the development of buildings, landscape borders and performance criteria for all permitted uses within the Specific Plan. The regulations contained within this section provide visual mitigation strategies to ensure appropriate transitioning to surrounding development.

These development regulations apply to the 507 acres of land in the Saguaro Ranch Specific Plan. Land use designations within the Specific Plan shall be as follows:

- Ranchette (R)
- Rural Development (RD-180)
- Plateau (P)
- Lot 50 (L50)

The development regulations will govern and provide regulatory zoning provisions for the land use intensities and location criteria within the Saguaro Ranch Specific Plan. This section includes standards related to land use, building setbacks, height restrictions and lot coverage. The intent of these standards is to establish clear minimum development regulations, allow for the orderly progression of development, and to provide flexibility over time without compromising the goals and objectives for this specific plan.

B. General Provisions

1. Applicable Codes

If an issue, situation, or condition arises that is not addressed by this Specific Plan, the applicable portions of the Town of Marana Land Development Code that are in place at the time of development shall apply.

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

2. Additional Uses

Whenever a use has not been specifically listed as being a permitted use in the particular zone classification within the Specific Plan, it shall be the duty of the Town Planning Director to determine if said use is consistent with the intent of the designation and compatible with other listed permitted uses.



C. Development Standards

1. Land Use Standards

a. Ranchette (R)

The following regulations shall apply to the Ranchette (R) designation (lands outside P and L50 designations).

The lands within the R areas may be developed with the following permitted uses:

- Site Built Single-Family Detached Residential Dwelling Units
- Parking
- Utilities
- Emergency Access Drive
- Community Buildings

Accessory buildings may be located on the same lot within the permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential uses are compatible with the residential character of the neighborhood.

The lands within the R areas may be developed with the following accessory uses:

- Children's playhouse
- Greenhouse
- Non-commercial hobby shops
- Patios and cabanas
- Swimming pools, spas and related structures
- Tool sheds

Project Accessory Uses:

- One temporary nursery

Development Standards — Ranchette

- Minimum Lot Area: 36 acres
- Minimum Building Separation: 20 feet (if the adopted fire code requires a separation of more than 20 feet, the greater distance will apply)
- Minimum Setbacks:
  - Front yard: 40 feet; 20 feet for side entry garages and/or livable and architectural components
  - Side yard: 30 feet
  - Street side yard: 20 feet
  - Rear yard: 50 feet

- Minimum Lot Width: 175 feet

- Minimum Lot Depth: 225 feet
- Maximum Lot Coverage: 3 acres
- Maximum Building Height: 30 feet

b. Rural Development (RD-180)

The regulations set forth in the Land Development Code per the RD-180 (Rural Development) zone shall apply to the Rural Development (RD-180) designation (lands outside of the R, P and L50 designations).

c. Plateau (P)

The following regulations shall apply to the Plateau (P) designation (lands outside of the R and L50 designations).

The lands within the P areas may be developed with the following permitted uses:

- Site Built Single-Family Detached Residential Dwelling Units
- Community Recreation Facilities
- Parking
- Utilities
- Emergency Access Drive
- Community Buildings

Accessory buildings may be located on the same lot within the permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential uses are compatible with the residential character of the neighborhood.

The lands within the P areas may be developed with the following accessory uses:

- Children's playhouse
- Greenhouse
- Non-commercial hobby shops
- Patios and cabanas
- Swimming pools, spas and related structures
- Tool sheds
- Guest casitas

Project Accessory Uses:

- Community recreation uses, including tennis courts, recreation building patio shelters and other community facilities common to a homeowner association
- Neighborhood Park and other recreational uses
- One temporary nursery



Development Standards- Plateau

- Minimum Lot Area: 1 acre
- Minimum Building Separation: 20 feet (If the adopted fire code requires a separation of more than 20 feet, the greater distance will apply.)
- Minimum Setbacks:
    - Front yard: 30 feet; 15 feet for side entry garages and/or livable and architectural components
    - Side yard: 15 feet
    - Street side yard: 20 feet
    - Rear yard: 40 feet
- Minimum Lot Width: 100 feet
- Minimum Lot Depth: 125 feet
- Maximum Lot Coverage: 20,000 square feet
- Maximum Building Height: 30 feet

- A 100-foot building setback is required along the portions of the Plateau that border the Tortolita Mountain Park.

- Important Riparian Area (IRA):
    - No individual lot grading shall encroach into any areas identified as IRA. Minor encroachments into the IRA may be necessary for roadway crossing(s) and utility easements.

d. Lot 50 (L50)

Residential Cluster regulations shall apply to the Lot 50 (L50) designation (lands located outside of the R and P designations).

The lands within the L50 areas may be developed with the following permitted uses:

- Site Built Single-Family Attached and Detached Residential Dwelling Units
- Community Recreation Facilities
- Parking
- Utilities
- Emergency Access Drive
- Community Buildings

Accessory buildings may be located on the same lot within the permitted dwelling, provided that any permanent building or structure shall be harmonious with the architectural style of the main building and further provided that all residential uses are compatible with the residential character of the neighborhood.

The lands within the L50 areas may be developed with the following accessory uses:

- Children's playhouse



- Greenhouse
- Non-commercial hobby shops
- Patios and cabanas
- Swimming pools, spas and related structures
- Tool sheds
- Guest casitas

Development Standards- Lot 50

- Minimum Lot Area: 8,000 square feet
- Minimum Building Separation: 10 feet (If the adopted fire code requires a separation of more than 10 feet, the greater distance will apply.)
- Minimum Setbacks:
  - Front yard: 20 feet; 10 feet for side entry garages and/or livable and architectural components
  - Side yard: 5 feet
  - Street side yard: 10 feet
  - Rear yard: 20 feet
- Minimum Lot Width: 60 feet
- Minimum Lot Depth: 100 feet
- Maximum Building Height: 30 feet

The following standards apply to any attached units in L50:

- Minimum area per dwelling unit (square feet): 2,000 square feet
- Minimum perimeter setback: 20 feet
- Maximum building height: 30 feet
- Maximum lot coverage: 70 percent
- Maximum number of attached units: 100 total units

2. Landscaping

Natural open space will cover 80 percent of the site. The majority of the Landscape Buffers will be comprised of Natural Desert.

Landscape Buffers will be comprised of natural desert and revegetated areas consisting of regionally appropriate and predominately native species. A mixture of upper story (trees) and middle and lower story (shrubs and accents) will be used to closely mimic the natural vegetative patterns of the landscape buffers. Due to the site's topography and rocky outcroppings, vegetation density ranges from low to medium.

Any disturbed areas within the buffer areas will be revegetated with native plants or desert adapted plants. Disturbed areas shall be planted at a minimum rate of (2) plants per 100 square feet (or equivalent thereof). Plants used for revegetation may be potted, boxed, plugs, or hydroseed. Creating a natural appearance to any revegetated areas is an important requirement for the buffer areas. Revegetation shall mimic the surrounding plant species and plant density of the surrounding buffer area. In some

locations, it may be necessary to increase the plant density and/or plant species variety for functional purposes such as screening.

The landscape buffer requirement will be met with the large amount of open space on the site. A minimum of 80% of the site area will be designated as open space. The width of landscape buffers will vary greatly. However, a buffer distance greater than 20 linear feet will occur between the developable area of a residential lot and any property boundary. In some cases, a lot line may be located near a project property boundary (west side of Lot 50 (L50) or east side of the Plateau (P)). However, the developable area of the lot is limited and will not be nearer than 20 linear feet to the property boundary.

All walls and fences shall be painted, stained, or contain integral color. Uncolored gray block walls will not be permitted.

3. Landscape Standards

Minimum plant sizes shall be - trees: 15 gallon, shrubs & accents: 5 gallon, ground covers: 1 gallon.

Turf is prohibited in private front yards. Turf is permitted within private backyards and open space associated with community facilities.

The majority of plants shall be low water use. A minimal use of moderate water use plants may be used in oasis areas associated with community facilities.

Plants requiring irrigation shall be irrigated via an underground drip irrigation system. Turf within open space associated with community facilities may be irrigated via underground drip tubing, sprays, or rotors.

4. Parking

The Saguaro Ranch Specific Plan shall comply with the Town of Marana Land Development Code, Title 22 Off-Street Parking.

5. Lighting

Lighting at the Saguaro Ranch shall comply with the Town of Marana Outdoor Lighting Code.

6. Signage

All signage will comply with Title 16 of the Town of Marana Land Development Code.

D. Single Family Residential Detached Housing Design Standards

All single-family residential lots are subject to the Residential Design Standards contained in the Town of Marana Land Development Code if any one lot within Saguaro Ranch is 16,000 square feet or smaller.

1. Individual Lot Landscaping

Per Town of Marana Land Development Code Requirements

E. Town of Marana Subdivision Requirements

1. Provision of Recreational Area

The Saguaro Ranch Specific Plan is anticipated to create a residential density of 0.3 residences per acre. The Town of Marana *Land Development Code* only requires residential projects with a gross density greater than or equal to 3.0 residences per acre and containing 50 or more dwelling units to provide an improved on-site recreation area.

Saguaro Ranch intends to maintain an easement to allow access to hiking trails that border the Saguaro Ranch property at the Tortolita Mountain Park.

Saguaro Ranch does not intend to provide other recreation areas throughout the property due to the low residential density and the high percentage of the property dedicated to open space. Tortolita Mountain Park borders the property to the east, and residents of Saguaro Ranch will have access to the recreational opportunities offered by the park. Many of the anticipated residents of Saguaro Ranch will be part-time residents, and justification to provide costly amenities that will not be used by the majority of residents is not warranted.

2. Open Space Ownership

Preservation of natural open space, as well as maintenance of modified open space (common area) within Saguaro Ranch, shall be the responsibility of the Master Association and respective HOA's and regulated by CC&R's approved by the Town.

3. Off-Site Trail Access and Maintenance

Saguaro Ranch will maintain an easement along the eastern specific plan boundary to allow access to hiking trails in Tortolita Mountain Park, which borders the Saguaro Ranch property to the east and north.





V. IMPLEMENTATION AND ADMINISTRATION

A. Purpose

This section of the Specific Plan is intended to provide regulatory procedures designed to guide the implementation for the Specific Plan throughout the duration of the project. This section also provides guidance regarding the general administration of amendment procedures to the Specific Plan. The Provisions below shall apply to the entire project site as defined in this Specific Plan.

1. Extent of the Specific Plan to Supplement or Supersede Adopted Town Zoning Regulations

The Development Regulations section of the Specific Plan addresses only those areas that differ from the Town of Marana *Land Development Code*. If an issue, condition or situation arises that is not covered or provided for in this Specific Plan, those regulations of the Town of Marana *Land Development Code* that are in place at the time of development shall be used by the Planning Director as the guidelines to resolve the unclear issue, condition or situation.

Appeals to the Planning Director's interpretation may be made to the Board of Adjustment within 15 days of the date of interpretation.

2. General Implementation Responsibilities

The implementation of the Saguaro Ranch Specific Plan is the responsibility of the Master Developer and the Town of Marana.

The Master Developer is the entity responsible for providing the basic infrastructure needs, including roads and utilities, buildings, improvements and site development.

At any time, the Master Developer may relinquish its rights and assign any or all rights to one or more successors. Associated responsibilities of the Master Developer would also be transferred to the future Homeowner's Association at that time.

The Town of Marana Development Services Department will be responsible for ensuring all policies and standards laid out in the Specific Plan are adhered to during the review of all development in the Specific Plan.

3. Interpretation

The Planning Director shall be responsible for interpreting the provisions of this Specific Plan. Appeals to the Planning Director's interpretation may be made to the Town Council within fifteen (15) days from the date of the interpretation.



4. Development Review Procedures

All development shall be conducted substantially in accordance with the development regulations outlined in Section IV of this document. All development plans and subdivision plats for Saguaro Ranch shall be subject to and implemented through the review and approval process adopted by the Town of Marana Land Development Code. In addition, all development is subject to the building permit process as outlined by the Town of Marana.

5. Specific Plan Amendments

Amendments to the Saguaro Ranch Specific Plan may become necessary for various reasons including but not limited to responding to changes resulting from new development conditions, financial conditions, and/or to respond to the requirements of potential users or builders of the property. The Master Developer, the Town of Marana, other developers, or agents representing any of the foregoing may request amendments to the approved Specific Plan.

6. Administrative Change

Certain changes to the explicit provisions in the Specific Plan may be made administratively by the Town of Marana Planning Director, provided such changes are not in conflict with the overall intent as expressed in the Saguaro Ranch Specific Plan.

The Planning Director's decision regarding administrative changes and determination of substantial change, as outlined below, shall be subject to appeal to the Town Council. Categories of administrative changes include, but are not limited to:

- The addition of new information to the Specific Plan maps or text that does not change the effect of any regulations or guidelines, as interpreted by the Planning Director;
- Changes to infrastructure, such as drainage and utilities, which do not change the overall intent of the Specific Plan.
- Any comparable interpretations of the list of permitted and temporary uses of the property set forth in the Specific Plan.
- Changes in land use designation boundaries, division of plan areas or combinations of areas.
- Minor modifications or adjustments to intrusions, encroachments, easements, rights-of-way, or open spaces, so long as the modifications do not conflict with the overall intent of the Specific Plan.
- The determination that a use may be allowed which is not specifically listed as permitted, but which may not be determined as analogous and/or accessory use explicitly listed as permitted, as made by the Planning Director.

7. Substantial Change

This Specific Plan may be substantially amended by the procedure outlined in the Town of Marana *Land Development Code*, Title 17 Section 05.06.07, Specific Plan Changes. The owner or agent of the property may submit to the Planning Director a written application to amend one or more of the Specific Plan regulations. Depending on the type of request, the Planning Director may determine the request to be a substantial change to the Specific Plan. A substantial change requires the applicant to submit all sections or portions of the Saguaro Ranch Specific Plan that are affected by the change(s). After review, the Planning Director shall refer the request to amend with his recommendations to the Planning Commission for noticed public hearing. The Planning Commission shall make its recommendation to the Town Council which, after public hearing, shall approve, reject, or modify the proposed amendment.





VI. APPENDICES

A. Bibliography

Aerial Photographs, National Agriculture Imagery Program, 2013.

Town of Marana Land Development Code, Title 8 - General Development Regulations, revised May 2011.

Town of Marana Land Development Code, Title 6 - Subdivision Requirements, revised March 2011.

Town of Marana Land Development Code, Title 5 - Zoning, revised May 2011.

Town of Marana General Plan, 2010.

Town of Marana Strategic Plan II, March 2012.

Town of Marana Parks, Recreation, Trails, and Open Space Master Plan, 2010.

FEMA Flood Insurance Rate Map, Pima County, Arizona.

Institute of Transportation Engineers, Trip Generation Manuals, 7th Edition, Volumes 1 & 3, 2003.

MapGuide, Pima County Geographic Information Systems, 2014.

Pima Regional Trail System Master Plan, revised May 2012.



MARANA PLANNING COMMISSION
RESOLUTION NO. 2015-01

A RESOLUTION OF THE TOWN OF MARANA PLANNING COMMISSION, MAKING A WRITTEN REPORT AND RECOMMENDATION TO THE MARANA TOWN COUNCIL CONCERNING THE PROPOSED AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION AND DEVELOPMENT AGREEMENT MAKING FINDINGS IN CONNECTION WITH THE PLANNING COMMISSION'S DECISION AND RECOMMENDATION; AND AUTHORIZING THE CHAIR TO PRESENT THE PLANNING COMMISSION'S FINDINGS AND RECOMMENDATION TO THE TOWN COUNCIL

A. Report. The Marana Planning Commission hereby reports to the Marana Town Council, as follows:

1. The proposed Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement (the "Saguaro Ranch PADA") was brought for consideration before the Marana Planning Commission at its regular meeting on June 24, 2015.

2. The agenda materials for the June 24, 2015 Marana Planning Commission regular meeting included the following:

a. A draft of the proposed Saguaro Ranch PADA identified by the number "00041577.docx" in the footer.

b. A staff report providing an overview of the Saguaro Ranch PADA.

c. A staff-prepared draft of Marana Planning Commission Resolution No. 2015-01.

3. The Marana Planning Commission held a public hearing on the proposed Saguaro Ranch PADA, where representatives of the property owner and members of the public were provided an opportunity to make comments and give feedback.

B. Findings. Based on the documents provided in the record, the staff report, and the public testimony, the Marana Planning Commission makes the following findings:

1. The proposed Saguaro Ranch PADA will promote and facilitate orderly and planned development of the Saguaro Ranch property.

2. The proposed Saguaro Ranch PADA will provide the owner and developer with certain assurances and protection of rights that they will be able to proceed with development of the affected property in accordance with:

a. The Saguaro Ranch PADA.

b. The Saguaro Ranch Specific Plan as recommended for approval by the Planning Commission on June 24, 2015, subject to adoption and any revisions by the Marana Town Council.

c. The Marana Land Development Code and Marana Town Code, to the extent not superseded by the documents referenced in the preceding two paragraphs.

3. The proposed Saguaro Ranch PADA is consistent with the Marana General Plan and the Marana Strategic Plan.

C. Recommendation. Based on the foregoing report and findings, the Marana Planning Commission recommends that the Marana Town Council approve the Saguaro Ranch PADA with the following corrections and revisions:

1. None.

D. Authorization. The Marana Planning Commission hereby authorizes Thomas Schnee, the Chair of the Planning Commission, to present the Planning Commission's findings and recommendations at one or more Marana Town Council meetings regarding this matter.

PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE TOWN OF MARANA, ARIZONA, this 24th day of June, 2015, on a vote of 7 in favor, 0 opposed, and 0 absent.

Thomas Schnee, Chairman

ATTEST:

Terri Byler, Planning Commission Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PLANNING COMMISSION MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 24, 2015, at or after 6:30 p.m.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Marcia Jakab, Commissioner
Steve Miklosi, Commissioner
Richard Miller, Commissioner
John Officer, Commissioner

DRAFT

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. **Chairman Schnee** called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION/MOMENT OF SILENCE
Led by **Chairman Schnee**.

ROLL CALL. Terri Byler, Planning Commission Secretary, called roll. All Commission Members were present.

CALL TO THE PUBLIC. No speaker cards presented.

APPROVAL OF AGENDA. ***Motion to approve by Vice Chair Duncan, seconded by Commissioner Jakab. Passed unanimously 7-0.***

ANNOUNCEMENTS.

GENERAL ORDER OF BUSINESS. Approval of May 27, 2015 meeting minutes. ***Motion to approve by Commissioner Miklosi, seconded by Commissioner Fehrmann. Passed unanimously 7-0.***

PUBLIC HEARINGS.

1. **PCZ1409-001 Saguaro Ranch Specific Plan**, **GPA1409-001 General Plan Minor Amendment, and PCM1504-001 Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement**: Request to rezone approximately 508 acres of land from 'RD-180' Rural Development to 'F' Specific Plan for the purpose of establishing the Saguaro Ranch Specific Plan; approval of a minor amendment to the General Plan; and approval of an Amended and Restated Saguaro Ranch Pre-Annexation and Development Agreement. The property is generally located one mile north of the north terminus of Thornydale Road in Sections 17 and 20, Township 11S, Range 13E (Brian Varney)

Brian Varney the Planning Center is requesting recommendation to the Town Council the approval of three applications. These applications include the Saguaro Ranch Specific Plan – proposed rezone of 508 acres from RD-180 to F (Specific Plan), a General Plan minor amendment from Rural Density Residential (RDR) to Master Plan Area (MPA) and an amendment and restatement of 2003 pre-annexation and development agreement, including two amendments from 2004. The current zoning is RDR. The entire project area encapsulates approximately 1,049 acres with 106 platted lots currently.

The proposed maximum of 150 lots will be spread out over four development areas – which include Lot 50 - 62 lots covering 51 acres, Plateau - 77 lots covering 171 acres, RD-180 - one lot covering 4.2 acres and Ranchette - 7 lots covering 286 acres. Access to the site will be provided through the tunnel at the gated entrance. All internal roads will be private and will be maintained by Saguaro Ranch.

Approximately 161 acres of the northern portion of the Ranchette development will be designated as a conservation area for the protection of the mountain landscape, as well as important Sonoran Desert Tortoise habitat. The area will remain undisturbed, with the exception of a public trail. The public trail is an important benefit of the project and will be located along the west side of the Saguaro Ranch project.

Chairman Schnee had a question regarding the sewer system on Lot 50. **Mr. Varney** stated that Lot 50 is proposed to have its own private sewer system. The balance of the project will have individual septic systems. **Chairman Schnee** asked about the casita units in Lot 50. **Mr. Varney** stated the intent is to allow casita-type developments as an attached product on the 8,000 S.F. lots but they will not be using the site plan that was approved under the "Guest Ranch".

Vice Chair Duncan asked about the status of the trail. **Mr. Varney** stated that the applicant is working with the town to find a sustainable trail alignment and dedicate the necessary easement. Once dedicated, the trail construction would be completed by the town. **Ryan Mahoney** with regard to the construction of the trail, the applicant will be required to pay our park impact fee assessment.

Linda Morales – Planning Center – stated that Saguaro Ranch is proposed under the existing RD-180 zoning. The second largest area proposed for development is the "Plateau". A desert tortoise conservation area has been proposed.

DRAFT

Lot 50 is slated for owner-occupied 8000 S.F. lots. The proposed project disturbance is 80% natural open space and 20% disturbance.

Chairman Schnee had a question as to the total number of residential lots. **Mr. Mahoney** this entitlement will limit the lots to 150 in the specific plan area. There are currently some lots outside of the entitled area that are part of the original Saguaro Ranch, which have a current entitlement.

Chairman Schnee opened and closed the public portion of the hearing.

Vice Chair Duncan and Commissioners Fehrmann, Jakab, Miller and Officer had no questions or concerns with the project. **Commissioner Miklosi** felt the plan is a perfect fit for the area.

Motion to approve the PCZ1409-001 Saguaro Ranch Specific Plan and GPA1409-001 General Plan minor amendment by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously. 7-0.

Motion to adopt Planning Commission Resolution 2015-01, as proposed by staff, by Commissioner Fehrmann, seconded by Commissioner Jakab. Passed unanimously. 7-0.

COMMISSION ACTION.

1. PRV-1209P Yoem Subdivision; request for a recommendation to the Town Council for approval of a preliminary plat for Yoem Subdivision, Lots 1-25 and Common Areas A-D. (Shannon Shula)

Shannon Shula stated the applicant, Arrowhead Engineering, requests a preliminary plat approval for a 25-lot subdivision. The subject property is located on the NE corner of Barnett Road and Sandario Road. This project combines two parcels; 1.96 acres and 2.62 acres, then subdividing the parcels into 25 lots. The proposal also includes a landscape plan with a 10-foot wide landscape buffer along Sandario Road and an 8-foot high screen wall along Barnett Road. The project is in compliance with the Land Development Code and the General Plan.

Chairman Schnee asked if the existing homes would fit into the plat design. **Ms. Shula** yes. **Chairman Schnee** also asked about the height of the viewing fence. **Mr. Mahoney** stated that the fence height will be 4 ½ feet. **Vice Chair Duncan** asked if there were any barriers planned for the west side of the project. **Ms. Shula** no. A screening wall to the south and the landscape buffer to the west are planned. The screening wall is intended for protection from the CMID canal to the south.

The Commission had no concerns with the project.

Motion to approve by Commissioner Jakab, seconded by Commissioner Miller. Passed unanimously. 7-0.

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INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS.

FUTURE AGENDA ITEMS.

ADJOURNMENT. ***Motion to adjourn at 7:21 p.m. by Commissioner Miklosi, seconded by Commissioner Officer. Passed unanimously. 7-0***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on June 24, 2015. I further certify that a quorum was present.

Terri Byler, Planning Commission Secretary

DRAFT

AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS AMENDED AND RESTATED SAGUARO RANCH PRE-ANNEXATION DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "**Town**"), and NORTHLIGHT TRUST 1, a Delaware statutory trust ("**Northlight**") The Town and Northlight are sometimes collectively referred to as the "**Parties**," either one of which is sometimes individually referred to as a "**Party**."

RECITALS

A. This Agreement governs and addresses that portion of the Saguaro Ranch development project located in Marana, Arizona, referred to as "Northlight's Saguaro Ranch Properties" and more particularly described in paragraph 1(~~D~~E) below.

B. Northlight is the current master developer of Saguaro Ranch.

C. The Town and the prior developer of Saguaro Ranch entered into the Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on June 27, 2003, at Docket 12081, Page 8329 (Sequence 20031241266) (the "Original Saguaro Ranch PADA").

D. Pursuant to and consistent with the terms of the Original Saguaro Ranch PADA, the Town adopted Marana Ordinance No. 2003.14 and Marana Ordinance No. 2003.15 on July 1, 2003, annexing into the town limits of Marana the lands there and here referred to as the "Saguaro Ranch North Annexation" and the "Saguaro Ranch South Annexation," respectively. Marana Ordinance No. 2003.14 (the Saguaro Ranch North Annexation) was recorded in the Pima County Recorder's office on July 11, 2003, at Docket 12090, Page 5177 (Sequence 20031331315); and Marana Ordinance No. 2003.15 (the Saguaro Ranch South Annexation) was recorded in the Pima County Recorder's office on July 11, 2003, at Docket 12090, Page 5184 (Sequence 20031331317).

E. The Town and the prior developer of Saguaro Ranch entered into the First Amendment to Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on April 12, 2004, at Docket 12278, Page 3161 (Sequence 20040700641) (the "Saguaro Ranch 1st PADA Amendment").

F. Pursuant to and consistent with the terms of the Saguaro Ranch 1st PADA Amendment, the Town adopted Marana Ordinance No. 2004.01 on April 6, 2004,

annexing into the town limits of Marana the lands there and here referred to as the "Saguaro Ranch East Annexation." Marana Ordinance No. 2004.01 (the Saguaro Ranch East Annexation) was recorded in the Pima County Recorder's office on April 12, 2004, at Docket 12278, Page 3145 (Sequence 20040700635), and re-recorded in the Pima County Recorder's office on December 1, 2006, at Docket 12942, Page 1778 (Sequence 20062310303) to correct a scrivener's error.

G. The Town and the prior developer of Saguaro Ranch entered into the Second Amendment to Saguaro Ranch Pre-Annexation Development Agreement, recorded in the office of the Recorder of Pima County, Arizona, on August 4, 2004, at Docket 12358, Page 2953 (Sequence 20041500794) (the "Saguaro Ranch 2nd PADA Amendment"), to allow additional time for the developer to make the $1,000,000 contribution to the Town as required by paragraph 2.35 of the Original Saguaro Ranch PADA.

H. Paragraph 2.31 of the Original Saguaro Ranch PADA required the developer of Saguaro Ranch a $50,000 per lot contribution to Pima County for the 16th and subsequent lots sold for a maximum contribution of $1,000,000 to be used for trail construction, open space, community improvements, and transportation needs in the Saguaro Ranch area.

I. Paragraph 2.32 of the Original Saguaro Ranch PADA required the developer of Saguaro Ranch to pay Pima County $50,000 "once the current trail easement through the Property is abandoned."

J. Pima County has confirmed to Town staff that $850,000 has been paid to Pima County pursuant to Paragraphs 2.31 and 2.32 of the Original Saguaro Ranch PADA, but Pima County was unable to determine which payments had not yet been made. The Parties believe that all $850,000 has been paid pursuant to Paragraph 2.31.

K. It is unclear to the Parties whether enough lots have been sold to have caused the entire $1,000,000 amount in Paragraph 2.31 of the Original Saguaro Ranch PADA to be currently due.

L. The Parties understand that the easement to have been abandoned pursuant to Paragraph 2.32 of the Original Saguaro Ranch PADA is the easement for access to the former Leef property purchased by Pima County, consisting generally of the south half of the southeast quarter of the northeast quarter of Section 17, Township 11 South, Range 13 East. It appears to the Parties that the abandonment condition of Paragraph 2.32 of the Original Saguaro Ranch PADA has not been and is not currently anticipated to be accomplished by Pima County.

M. ~~H.~~ Northlight is the successor in interest to the developer of Saguaro Ranch.

N. Northlight has purchased land located in the east half of Section 19, Township 11 South, Range 13 East, and referred to in this Agreement as "Northlight's Dove Mountain Holdings."

O. ~~I.~~ Northlight has submitted an application for rezoning of portions of the Saguaro Ranch North Annexation and the Saguaro Ranch East Annexation to "Saguaro Ranch Specific Plan" designation, and the Town has approved the Saguaro Ranch Specific Plan by the adoption of Marana Ordinance No. 2015.~~XXX on _____~~, on August 4, 2015.

P. The Saguaro Ranch Specific Plan anticipates the construction of either a sewer main extension connecting to the sewer system owned and operated by Pima County Regional Water Reclamation District or a private sewer treatment plant to serve development of Lot 50 of Saguaro Ranch.

Q. ~~J.~~ The Parties desire to amend and restate the terms of the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment and to replace them with this Agreement, to clearly set forth the remaining respective rights and obligations of the Parties relating to Northlight's Saguaro Ranch Properties.

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

AGREEMENT

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

1. *Definitions*. The following definitions apply to this Agreement:

(A) The "**Development Regulations**" collectively means the existing Town-approved zoning for Northlight's Saguaro Ranch Properties (including the Saguaro Ranch Specific Plan, for the portion of Northlight's Saguaro Ranch Properties covered by it), the Existing Saguaro Ranch Plats, and the MDC, which set forth the basic land uses, densities and intensities of land uses currently authorized for and development regulations related to Northlight's Saguaro Ranch Properties.

(B) The "**Existing Saguaro Ranch Plats**" means all of the following:

(i) Saguaro Ranch Lots 9-52, Blocks 1, 2, 3, & 4, Parcel 'A', Common Area 'A', and Common Area 'B', according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 57 of Maps and Plats, Page 57 (the "**Original Saguaro Ranch Plat**").

(ii) Saguaro Ranch South Amended Lots 1-31, Parcel "A", Block "A" & Common Areas "A", "B", & "C", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 59 of Maps and Plats, Page 69 (the "**Saguaro Ranch South Amended Plat**").

(iii) Saguaro Ranch II Lots 50, 51, & 53-65, Parcel "A" & Common Areas "A" & "B", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 61 of Maps and Plats, Page 89 (the "**Saguaro Ranch II Plat**")

(iv) Saguaro Ranch Phase III-A Lots 43-45 & 66-96, Common Areas "A" & "B-1"-"B-2", according to the plat recorded in the office of the Recorder of Pima County, Arizona, at Book 63 of Maps and Plats, Page 33 (the "**Saguaro Ranch III Plat**")

(C) "**MDC**" means the Marana Land Development Code (including the written rules, regulations, procedures, and other policies relating to development of land, whether adopted by the Mayor and Council or by Town Staff) collectively establishing, among other things, the type of land uses, location, density and intensity of such land uses, and community character of the Property, and providing for, among other things, the development of a variety of housing, commercial and recreation/open space opportunities.

(D) "**Northlight's Dove Mountain Holdings**" is defined in Recital N above.

(E) ~~(D)~~ "**Northlight's Saguaro Ranch Properties**" collectively means all of the following:

(i) The entire land area covered by the Saguaro Ranch Specific Plan.

(ii) Lots 36, 37, and 39, and Block 2, as depicted on the Original Saguaro Ranch Plat.

(iii) Lots 10, 11, and 13, and Block A, as depicted on the Saguaro Ranch South Amended Plat.

(iv) Lots 50, 53, and 55 through 64, and Common Areas "A" and "B", as depicted on the Saguaro Ranch II Plat. (Lot 50 is also part of the Saguaro Ranch Specific Plan.)

(v) Lots 68, 70-76, 78, and 80 through 96, and Common Areas "A", "B-1" and "B-2" as depicted on the Saguaro Ranch III Plat.

(F) ~~(E)~~ "**Saguaro Ranch**" means the entire land area covered by the Existing Saguaro Ranch Plats and the Saguaro Ranch Specific Plan.

(G) ~~(F)~~ "**Town Engineer**" means the duly appointed town engineer of the Town of Marana.

2. *Amendment and restatement of obligations under prior agreements*. The Parties acknowledge and agree that the following list sets forth a true and complete summary, amendment, and restatement of the Parties' rights and obligations under the Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment, and as further amended and restated by this Agreement:

(A) *Annexation and original zoning*. The Town has completed the annexation of all lands contemplated for annexation under, and has adopted zoning for the annexed lands in a manner consistent with, the Original Saguaro Ranch PADA and the Saguaro Ranch 1st PADA Amendment.

(B) *Development review*. Northlight's Saguaro Ranch Properties shall be developed in accordance with the Development Regulations. Upon Northlight's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for Northlight's Saguaro Ranch Properties as may be requested by Northlight.

(C) *Amendments to Agreement*. The Town and Northlight agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in Development Regulations.

(D) *Archaeological/historic resources*. The development of Northlight's Saguaro Ranch Properties shall meet all Town requirements set forth in Title 2 and Title 20 of the MDC related to archeological and historic resources.

(E) *Site built construction only*. All residential dwelling units shall be site built. This subsection shall apply to all land within Northlight's Saguaro Ranch Properties, whether sold in bulk or individually, whether subdivided or not, and shall apply to each and every lot and shall run with the land.

(F) *Additional property*. Paragraph 1.6 of the Original Saguaro Ranch PADA is deleted.

(G) *Water Utilities*. Northlight has secured potable water service through Tucson Water. As a condition of receiving building permits, Northlight must provide the Town with proof of potable water service to the property that is the subject of the requested building permits.

(H) *Wastewater*. ~~Northlight anticipates obtaining approval from the Pima County Department of Environmental Quality for onsite wastewater collection and treatment systems on each individual lot.~~ As a condition of receiving building permits, Northlight must provide the Town with proof of wastewater system approval from Pima County Regional Water Reclamation District and/or Pima County Department of Environmental Quality for the property that is the subject of the requested building permits.

(I) *Onsite private recreational facilities*. Paragraph 2.3 of the Original Saguaro Ranch PADA is deleted.

(J) *Community improvements and transportation contributions*. The Parties agree to work together to determine whether and to what extent the developer's obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA have been satisfied. If the Parties are unable to determine that the obligations have been satisfied beyond the

$850,000 in payments already acknowledged by Pima County, Northlight agrees to pay Pima County $50,000 per lot for the first three lots sold from Northlight's Saguaro Ranch Properties, to satisfy the remaining obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA ~~as amended by the Saguaro Ranch 2nd PADA Amendment has been fully paid and satisfied~~. If so required, such additional payment shall be deemed to have satisfied Northlight's obligations under Paragraph 2.31 of the Original Saguaro Ranch PADA.

(K) *Regional public park/trail system*. Northlight shall dedicate a public trail easement through Northlight's Saguaro Ranch Properties and Northlight's Dove Mountain Holdings to provide public access to the Tortolita Mountain Park northeast of the Saguaro Ranch boundary, as more particularly discussed and described in the Saguaro Ranch Specific Plan. Northlight shall not be responsible to construct or pay for the trail, but nothing in this sentence shall prohibit or preclude the Town from using all available funds, including any park impact fees paid as a result of construction in Saguaro Ranch, to construct the trail. ~~The $50,000 payment referenced in~~All developer obligations under paragraph 2.32 of the Original Saguaro Ranch PADA ~~has~~will have been fully ~~paid and~~ satisfied upon dedication of the trail in satisfaction of the requirements of this paragraph.

(L) *Park improvement contribution*. Paragraph 2.34 of the Original Saguaro Ranch PADA is replaced by the obligation to pay all applicable Town park development impact fees for any development of Northlight's Saguaro Ranch Properties.

(M) *Regional recreational facility*. The $1,000,000 payment referenced in paragraph 2.35 of the Original Saguaro Ranch PADA has been fully paid and satisfied.

(N) *Roadway improvements*. Before the Town approves any final plat, Northlight shall work with the Town Engineer to identify and agree on all roadway improvements needed for the development of Northlight's Saguaro Ranch Properties and the portion of Northlight's Saguaro Ranch Properties that is the subject of the final plat.

(O) *Fire protection*. Northlight's Saguaro Ranch Properties are now within the boundaries of Northwest Fire District, so paragraph 2.5 of the Original Saguaro Ranch PADA is no longer needed and is deleted.

(P) *School site*. Northlight shall negotiate a school site contribution agreement with Marana Unified School District, and shall provide a copy of the recorded agreement to the Town. Until the agreement is recorded, $1,200 shall be paid to the Town upon application for each initial residential building permit on a particular subdivision lot within Northlight's Saguaro Ranch Properties.

(Q) *Wide wireless area network contribution*. Paragraph 2.7 of the Original Saguaro Ranch PADA is deleted.

(R) *Responsibility for financing infrastructure improvements*. Upon request of Northlight, the Town's staff shall process any request for a community facilities

district (a "CFD") on all or any portion of Northlight's Saguaro Ranch Properties pursuant to A.R.S. § 48-701 *et seq.* and the Town Guidelines for Establishment of Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

(S) *Environmental compliance*. Northlight shall comply with the Pima County ordinances relating to the protection of peaks and ridges for any protected peaks or ridges as designated by Pima County on Saguaro Ranch at the time of its annexation into the town limits of the Town. Northlight shall establish a 10-year natural resource management monitoring program to monitor the effect of the development on Saguaro Ranch.

(T) *Protection of open space*. Northlight shall provide construction fencing to protect all natural areas and other areas to be kept in their natural state during construction. Northlight shall not disturb more than 20% of Northlight's Saguaro Ranch Properties, including areas for emergency access, easements, roadways and drainage ways. Northlight shall comply with all Town grading requirements.

(U) *Ownership and control of natural open space*. Enforcement authority over and control of all natural open space areas set aside and maintained as required by this Agreement and permanent ownership of all undisturbed natural areas set aside and maintained as required by this Agreement that are located outside the boundaries of individually-owned residential lots shall be given to one of the following:

(i) One or more homeowners associations established by declarations of restrictive covenants recorded over all or part of Saguaro Ranch.

(ii) A government or conservation entity the Town reasonably determines is willing and able to permanently maintain the undisturbed natural areas as required by this Agreement.

(V) *Lodging uses prohibited; no environmental enhancement contribution*. Lodging uses are prohibited in Northlight's Saguaro Ranch Properties. For purposes of this paragraph, lodging uses include any land use whose revenues are subject to the Town's bed tax (specifically, the tax on hotel uses pursuant to Section 8-444 of the Marana Tax Code). Paragraph 3.4 of the Original Saguaro Ranch PADA is deleted.

(W) Termination upon sale to the public. this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot that has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

3. *Effect on prior agreements*.

(A) *Northlight's Saguaro Ranch Properties*. For and with respect to Northlight's Saguaro Ranch Properties, the Original Saguaro Ranch PADA as amended by the

Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment is hereby replaced with this Agreement.

(B) ~~*Prior lot purchasers.* For~~*Other portions of Saguaro Ranch.* Lots leased (for a period of longer than one year) or sold to an end purchaser or user are released from the developer's obligations by operation of Paragraph 8.8.2 of the Original Saguaro Ranch PADA. The Original Saguaro Ranch PADA as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment remains in full force and effect for and with respect to any portion of Saguaro Ranch (other than Northlight's Saguaro Ranch Properties~~,~~) that has not been released from the developer's obligations by operation of Paragraph 8.8.2 of the Original Saguaro Ranch PADA ~~as amended by the Saguaro Ranch 1st PADA Amendment and the Saguaro Ranch 2nd PADA Amendment remains in full force and effect~~.

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

5. *Cooperation and alternative dispute resolution*.

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

(B) *Non-performance; remedies*. If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 6 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) 15 days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to

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

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

(D) *Arbitration*. After mediation, as provided for in this paragraph 5, any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq*., and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction.

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

If to the Town:

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

If to Northlight:

NORTHLIGHT TRUST 1
ATTN: NORTHLIGHT SPECIAL GP I LLC
1 Grand Central Pl
60 E 42nd St Rm 2800
New York NY 10165-2802
Telephone: _____
Fax: _____

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

7. *Miscellaneous*.

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

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

(C) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, and any lawsuit to enforce any provision of this Agreement or to obtain any remedy with respect to this Agreement shall be brought in the Pima County Superior Court, and for this purpose the Parties expressly and irrevocably consent to the jurisdiction of the Pima County Superior Court. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 5(D) above, requiring disputes to be resolved by binding arbitration.

(D) If either Party brings a lawsuit or arbitration proceeding to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any non-performance of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court or arbitrator and not by the jury. Nothing in the use of the word "lawsuit"

in the preceding sentence shall constitute a waiver of paragraph 5(D) above, requiring disputes to be resolved by binding arbitration.

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

(F) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that upon the conveyance of all of Northlight's Saguaro Ranch Properties to a single grantee, the grantor shall automatically be released from any further obligation or liability under this Agreement and this Agreement shall thereafter bind the grantee.

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

IN WITNESS WHEREOF, the Parties 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:_____
Mayor Ed Honea

Date: _____

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"NORTHLIGHT":
NORTHLIGHT TRUST 1,
a Delaware statutory trust
By: NORTHLIGHT SPECIAL GP I LLC,
a Delaware limited liability company

By: _____

Its: _____

Date: _____

State of _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by _____, the _____ of NORTHLIGHT SPECIAL GP I LLC, a Delaware limited liability company, Manager of NORTHLIGHT TRUST 1, a Delaware statutory trust, on its behalf.

(Seal)

_____
Notary Public

Document comparison by Workshare Compare on Monday, July 27, 2015 3:20:40 PM

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Document 1 ID	file://C:\Users\fcassidy\Documents\AGT 20150424 Saguaro Ranch PADA amended restated (00041577-1).DOCX
Description	AGT 20150424 Saguaro Ranch PADA amended restated (00041577-1)
Document 2 ID	X:\WDOX\TNATDOCS\DEVELOP\SAGRANCH\00041577.DOCX
Description	X:\WDOX\TNATDOCS\DEVELOP\SAGRANCH\00041577.DOCX
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Padding cell	

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Insertions	36
Deletions	21
Moved from	2
Moved to	2
Style change	0
Format changed	0

Total changes	61

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 2

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Principle Statement 2 / We will promote a healthy and active lifestyle through Town programs and community partnerships
Initiative 8. Continue creating path, greenway, and trail linkage to parks, recreation facilities, schools, commercial development and other public infrastructure.

Subject: Resolution No. 2015-083: Relating to Parks & Recreation; approving and authorizing the Mayor to execute the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement (Frank Cassidy)

Discussion:

The Leman Academy of Excellence Charter School is substantially completed and about to begin its first school year. The school is located adjacent to the Town's Crossroads at Silverbell District Park, and the school's parking lot is immediately adjacent to the District Park's main parking lot.

The proposed Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement would allow the Town and Leman Academy to take mutual advantage of the available parking. It will allow Leman Academy patrons to use the District Park parking lots, and will allow members of the public to use the school parking lot.The parking lots in question are shown on Exhibit A to the Reciprocal Parking License Agreement.

The proposed license agreement allows the Town and Leman Academy to take advantage of the different peak parking demands for the two facilities. During school days, parking demand is expected to be high at the school and low at the District Park. On weekends and during special events, parking demand is expected to be high at the District Park and low at the school.

This agreement is revocable upon 60 days' notice by either party, requires each party to maintain

their own parking lots and to carry insurance, and does not require compensation by or to either party.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-083, approving the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement.

Suggested Motion:

I move to adopt Resolution 2015-083, approving the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement.

Attachments: Resolution 2015-083
Exhibit A to Resolution

MARANA RESOLUTION NO. 2015-083

RELATING TO PARKS & RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE LEMAN ACADEMY OF EXCELLENCE/TOWN OF MARANA RECIPROCAL PARKING LICENSE AGREEMENT

WHEREAS Leman Academy of Excellence is in the final stages of constructing a new public charter school (referred to in this resolution as "Leman Charter School") on the northeast side of Silverbell Road, at the east/southeast corner of Silverbell Road and Schisler Drive; and

WHEREAS Leman Academy and the Town desire to take mutual and reciprocal advantage of one another's parking at the Leman Charter School and at the Town's Crossroads at Silverbell District Park; and

WHEREAS the Mayor and Council find that the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement is in the best interest of the Town and its citizens.

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

SECTION l. The Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute, and the Town Clerk is hereby authorized and directed to attest to, the Leman Academy of Excellence/Town of Marana Reciprocal Parking License Agreement attached to and incorporated by this reference in this Resolution as Exhibit A, for and on behalf of the Town of Marana.

SECTION 3. The various Town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution and the agreement it approves.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of August, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

LEMAN ACADEMY OF EXCELLENCE/TOWN OF MARANA
RECIPROCAL PARKING LICENSE 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 LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation ("Leman Academy"). The Town and Leman Academy are sometimes collectively referred to as the "Parties," each of which is sometimes individually referred to as a "Party."

RECITALS

A. Leman Academy owns land located on the northeast side of Silverbell Road, at the east/southeast corner of Silverbell Road and Schisler Drive, Pima County Assessor's Parcel Numbers 226-27-0360 and -0370, legally described in Exhibit A to the Special Warranty Deed recorded in the office of the Pima County Recorder on March 12, 2015 at Sequence 20150710266, and the land legally described in Exhibit A and depicted in Exhibit C to the Quit Claim Deed of Abandonment recorded in the office of the Pima County Recorder on May 1, 2015 at Sequence 20151210122 (collectively the "Leman Academy Land").

B. Leman Academy is constructing a public charter school on the Leman Academy Land (the "Charter School"), and anticipates that the Charter School will be open and operating for the fall 2015 semester.

C. A total of 99 parking spaces, including four handicap-accessible parking spaces, are anticipated to be constructed on the Leman Academy Land as part of the Charter School's construction. The parking spaces and associated parking areas to be located on the Leman Academy Land are referred to in this Agreement as the "Leman Parking Lot."

D. The Town owns the Crossroads at Silverbell District Park ("Crossroads Park") on land located north, east and southeast of the Leman Academy Land.

E. The Town owns two parking lots in Crossroads Park. One, containing 60 parking spaces including five handicap-accessible parking spaces on Assessor's Parcel Number 226-27-023H, is located about 300 feet north of the Leman Academy Land. The other, containing 257 parking spaces including 12 handicap-accessible parking spaces on Assessor's Parcel Numbers 226-27-023H and 226-27-019K, is located immediately east and southeast of the Leman Academy Land. Together, the Town's two Crossroads Park parking lots are referred to in this Agreement as the "Town Parking Lots."

F. The Town Parking Lots support various public facilities in the vicinity of Crossroads Park, including Crossroads Park, the Wheeler Taft Abbett Public Library, and the regional trail system known as "The Loop."

G. The Wheeler Taft Abbett Public Library is owned by the Pima County Library District, and has its own separate parking lot (the "Library Parking Lot") located on Assessor's Parcel

Numbers 226-27-019J and 226-27-0200 containing 75 parking spaces, including four handicap-accessible parking spaces. The Library Parking Lot is not included as part of this Agreement.

H. The Parties desire to allow reciprocal parking rights on the Town Parking Lots and the Leman Parking Lot, so that the Charter School and patrons of the Crossroads Park will have the benefit of using all of the parking spaces available at the Leman Parking Lot and the Town Parking Lots, and so that the Parties avoid the unnecessary cost of paying for more parking than is needed in the area.

I. The particular location and layout of the Leman Parking Lot and the Town Parking Lots are depicted on Exhibit A attached to and incorporated by this reference into this Agreement.

AGREEMENT

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

1. *Reciprocal Parking License.* During the term of this Agreement:

(A) The Town hereby grants to Leman Academy a license permitting students, employees, guests, and invitees of the Charter School to park in the Town Parking Lots, and

(B) Leman Academy hereby grants to the Town a license permitting Town officials, Town employees and members of the public using public facilities in the vicinity of Crossroads Park to park in the Leman Parking Lot.

2. Maintenance and Repair. Each of the Parties with respect to their own land shall be responsible for the operation, maintenance and repair of their own improvements, and neither Party shall have the right or obligation to repair or maintain improvements located on the land of the other.

3. *Revocable License.* The rights granted by this Agreement shall be in the nature of a revocable license which may be terminated by either Party at any time by recording and sending to the other a notice of termination not less than 60 days before the effective date of the termination. Upon termination by either Party, all rights under this Agreement terminate.

4. *Indemnification.* Each Party expressly covenants and agrees with the other with respect to their respectively-owned lands to comply with all laws, rules, statutes, ordinances, regulations and requirements of public and governmental authorities affecting their respectively-owned lands, and each Party agrees to indemnify, defend and hold the other Parties harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and causes of action (including, but not limited to, court costs and reasonable attorneys' fees) arising out of, or resulting from or in any way related to a Party's failure to maintain its parking areas in good repair and in safe condition and in accordance with all legal requirements as provided in this Agreement. Each Party shall promptly notify the other Party of any claim made, suit or action commenced, which would in any way result in indemnification under the provisions of this paragraph or under any other provisions of this Agreement.

5. *Amendment.* No amendment, change or modification of this Agreement or of its terms and provisions shall be effective unless it is evidenced by a written instrument, executed by the Town and Leman Academy and recorded in the Pima County Recorder's Office.

6. *Insurance*. Each Party shall obtain and maintain commercial general liability insurance of an "occurrence" type against all claims on account of liability with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 as a general aggregate. Each such policy shall name the other Party as additional insured. Upon request of either Party, a Party shall furnish a certificate of insurance indicating that such insurance has been obtained and is in full force and effect. If any Party fails to maintain insurance as required under this paragraph, the other Party shall have the right (but not the obligation) to obtain the insurance, and its cost shall be a demand obligation payable by the Party obligated to obtain insurance to the Party who has paid the insurance premiums, which shall be due and payable not later than five days after a demand for payment.

7. *Notice*. 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 Marana, to: Town Manager
11555 W. Civic Center Drive - Bldg A3
Marana, AZ 85653

If to Developer, to: Leman Academy
6601 East Grant Road, Suite 101
Tucson, Arizona 85715
Attn: _____

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

9. *Effective Date*. This Agreement shall become effective upon the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date").

10. *Counterparts*. 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.

11. *Exhibits*. Exhibits referred to in this Agreement are attached to and incorporated by reference as if set forth in full in this Agreement.

12. *Conflict of Interest*. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

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

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

By:_____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

"LEMAN ACADEMY":
LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation

By: _____

Its: _____

Date: _____

State of Arizona)
ss
County of Pima)

The foregoing instrument was acknowledged before me on _____ by _____, _____ of LEMAN ACADEMY OF EXCELLENCE, INC., an Arizona non-profit corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

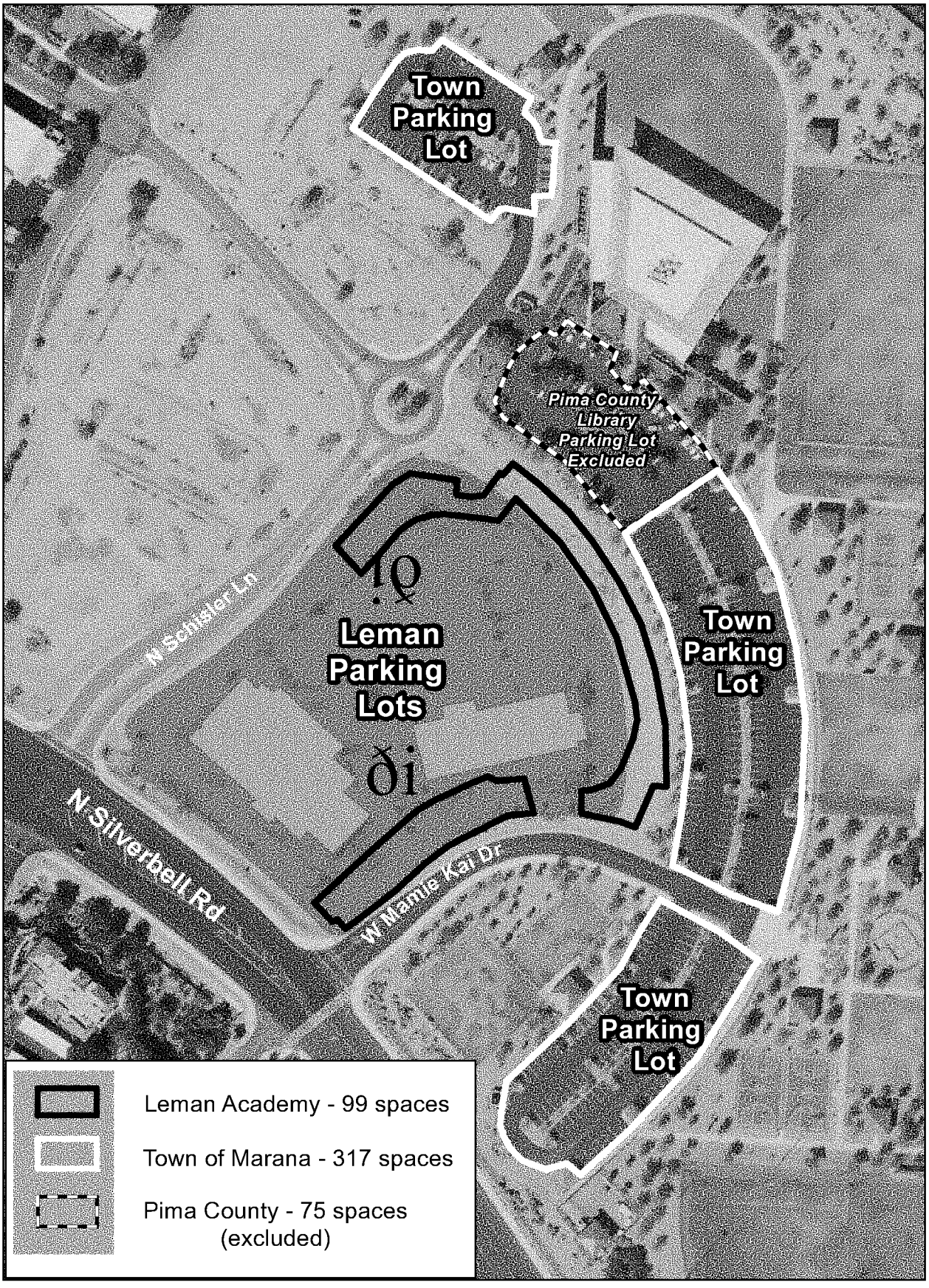


Exhibit A
Leman Academy Parking

N

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 3

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Principle Statement 2 / We will create strategic infrastructure plans that support the attraction and retention of career-centered business and commerce in our Economic Activity Centers
Initiative 16. Explore opportunities for annexation to enhance economic activity centers

Subject: Relating to Real Estate; authorizing Town staff to proceed with the sale by public auction of approximately 2.1 acres of Town-owned land located at the southwest corner of Twin Peaks Road and Casa Grande Highway (Interstate 10); and approving terms and conditions for the sale (Frank Cassidy)

Discussion:

The Town owns an approximately 2.1 acre remnant of property at the southwest corner of Twin Peaks Road and Casa Grande Highway (Interstate 10). The Town acquired the property as part of a larger parcel that was needed for the Twin Peaks interchange project. The remnant is referred to as the Dong Remnant, for the former owner of the larger parcel purchased by the Town. Town staff requests authorization to sell the remnant at public auction, as authorized by A.R.S. § 9-402, and seeks Council approval of terms and conditions for the sale.

The Dong Remnant is depicted on the marked-up aerial photograph accompanying this agenda item. The remnant has direct roadway access to the Interstate 10 frontage road south of Twin Peaks Road. Its narrow configuration makes the owner of the adjacent Pioneer Materials property the most likely bidder, but other bidders may come forward at auction. The remnant shares a 175-foot common boundary with the Best Block parcel, which lies to the south. And at 2.1 acres, the remnant is also potentially useable as a stand-alone parcel.

The Town has been actively seeking annexation of remaining unincorporated county properties in the Twin Peaks interchange area for several years, in furtherance of the Town's Strategic Plan and

the Marana Economic Roadmap, which promote economic development of the Twin Peaks Economic Activity Center. The Dong Remnant and other surrounding publicly owned rights-of-way and parcels were annexed into the Town by Ordinance No. 2013.018, adopted on August 6, 2013.

About one-third of the Pioneer Materials property and a small triangle of the Best Block property are located in the town limits of Marana. The owner of the Pioneer Materials property has indicated a willingness to annex into the Town (discussed in a separate item on tonight's agenda). The owner of the Best Block property has expressed resistance to annexation in previous Town staff communications.

To promote economic development of the area for the Town's benefit and to avoid confusion about whether a particular sale occurred within or outside the town limits, Town staff recommends that purchase of the remnant by an adjacent property owner be conditioned upon annexation of the adjacent property into the town limits of Marana. To that end, if the remnant is purchased by an adjacent property owner, Town staff recommends delaying the Town's execution of the deed for the remnant until the effective date of the annexation ordinance annexing the adjacent property into the town limits of Marana.

Town staff recommends that the Town's title, appraisal, escrow, and legal description costs associated with the auction be an additional obligation of the successful bidder upon completion of the auction. Town staff's current estimate of these costs is $6,500. These costs have not been incurred to date.

Based on previous appraisals of nearby property, Town staff believes the Dong Remnant is worth about $200,000. If Council authorizes the auction of the remnant, a formal appraisal will be conducted. To assure that the Town receives fair market value of the property, Town staff recommends that the minimum bid for the property be set at the appraised value of the property, as determined by the formal appraisal, plus the then-estimated title, appraisal, escrow, and legal description costs.

A Town-owned well site is located north of the remnant. Town staff recommends that the auction of be subject to the reservation of an ingress/egress easement in favor of the Town, with the easement's legal description and terms to be approved by the Town Engineer and Water Director.

To assure participation by serious bidders only, Town staff recommends that the successful bidder present a cashier's check in the amount of 10% of the minimum bid immediately upon completion of the auction. To assure that all bidders have an adequate opportunity to complete their due diligence, Town staff recommends that the auction be held not less than 30 calendar days after the first publication date of the invitation for bids for the purchase of the property. Town staff currently anticipates the following estimated timeline for this auction process:

- August 4: Council authorization to proceed with auction
- August 21: Receive formal legal description and depiction of the Dong Remnant
- September 25: Receive formal appraisal of the Dong Remnant
- October 5: Publication of invitation for bids (four consecutive days in the Daily Territorial)
- November 6: Public auction/receipt of deposit
- December 1 (but not sooner than the effective date of the annexation ordinance, if purchased

by an adjacent property owner): Close of escrow

Financial Impact:

The short-term financial impact is the Town's receipt of proceeds from the remnant parcel's sale. The long-term financial impact is the Town's receipt of future sales tax proceeds from the remnant and the eventual development of which it will be a part.

Staff Recommendation:

Staff recommends that the Council adopt a motion authorizing town staff to proceed with the sale of the Dong Remnant by public auction subject to the following terms and conditions, all as explained more fully in the staff report:

1. If the remnant is purchased by an adjacent property owner, the deed for the remnant shall not be executed by the Town until the effective date of the ordinance annexing the adjacent property into the town limits of Marana.
2. The minimum bid for the property shall be set at the appraised value of the property, as determined by a formal appraisal, plus the estimated title, escrow, appraisal, and legal description costs.
3. The sale is subject to the reservation of an ingress/egress easement in favor of the Town for the Town-owned well site located north of the remnant, the exact legal description and terms of which are to be approved by the Town Engineer and Water Director.
4. The successful bidder is required to present a cashier's check in the amount of 10% of the minimum bid plus the Town's title, escrow, appraisal, and legal description costs immediately upon completion of the auction.
5. The auction shall be held not less than 30 calendar days after the first publication date of the invitation for bids for the purchase of the property.

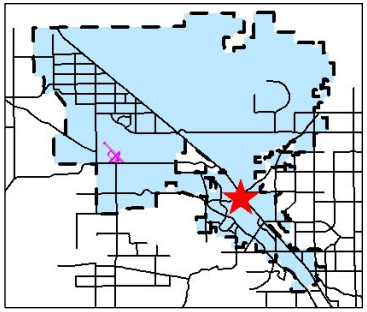
Suggested Motion:

I move to authorize Town staff to proceed with the sale by public auction of approximately 2.1 acres of Town-owned land located at the southwest corner of Twin Peaks Road and Casa Grande Highway (Interstate 10), subject to the terms and conditions recommended by staff.

Attachments: Location Map

Dong Remnant Auction





Legend

- Railroad
- Pinal County Addresses
- Addresses
- C.A.P. Canal
- Washes - Major
- Streets - Major
- Streets - All
- Buildings
- Parcels
- Marana Airport
- Marana Town Boundary Line

October 2013 PAG Orthos

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Marana Town Limits

N

Scale: 1:3,930

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: The Dong Remnant is outlined in red

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 4

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Principle Statement 2 / We will create strategic infrastructure plans that support the attraction and retention of career-centered business and commerce in our Economic Activity Centers
Initiative 16. Explore opportunities for annexation to enhance economic activity centers

Subject: Relating to Annexation; Authorizing town staff to proceed with annexation of the Pioneer Materials property located at the southwest corner of Twin Peaks Boulevard and Interstate 10 (Frank Cassidy)

Discussion:

About a third of the Pioneer Materials property located at the southwest corner of Twin Peaks Boulevard and I-10 is already located in the town limits of the Town of Marana. (A map of the Pioneer Materials property is provided as backup, showing the general location of the portion already within the town limits and the portion in unincorporated Pima County.)

During staff discussions with Pioneer Materials representatives concerning the possible auction of the Dong Remnant (a separate item on tonight's agenda), the Pioneer Materials representative expressed an interest in annexation. This item seeks Council approval to move forward with the annexation. If approved, staff will record a blank annexation petition for the area and schedule a public hearing on the annexation.

Staff Recommendation:

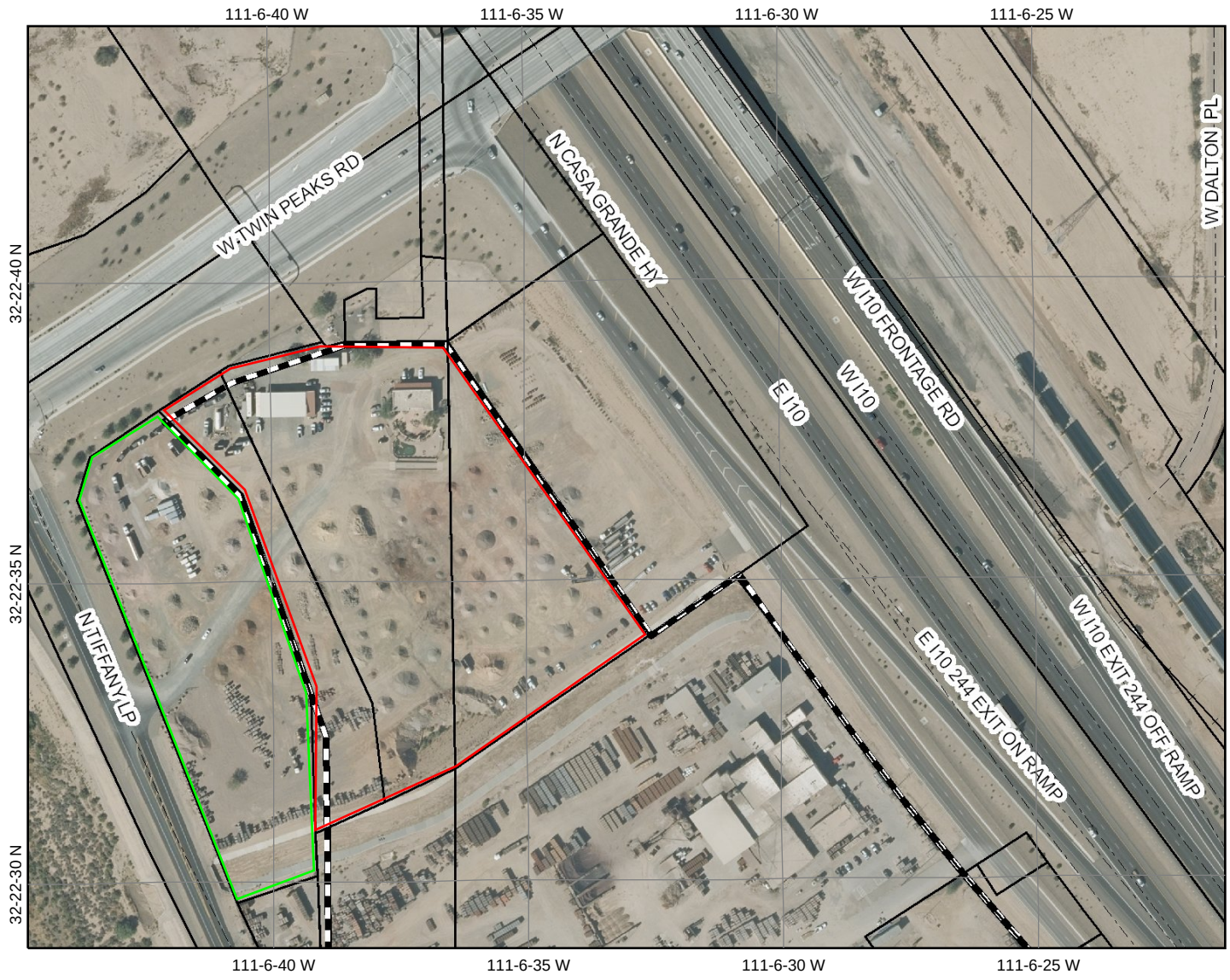
Staff recommends authorization to begin the process of annexing the Pioneer Materials property.

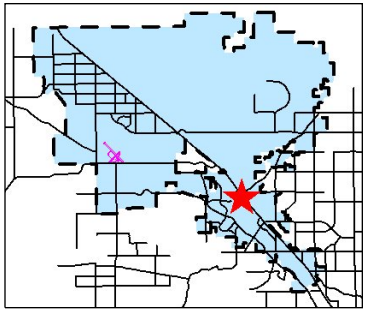
Suggested Motion:

I move to authorize staff to begin the annexation process for the Pioneer Materials property.

Attachments: Map

Pioneer Materials





Legend

- Railroad
- Pinal County Addresses
- Addresses
- C.A.P. Canal
- Washes - Major
- Streets - Major
- Streets - All
- Buildings
- Parcels
- Marana Airport
- Marana Town Boundary Line

October 2013 PAG Orthos

RGB

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Marana Town Limits

N

Scale: 1:3,316

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: The property outlined in green is the portion of the Pioneer Materials property located in the Marana town limits. The property outlined in red is the portion of the Pioneer Materials property sought to be annexed.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 5

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: August 4, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Municipal Court; identifying candidates to be invited to interview for the position of Town Magistrate and directing staff to schedule interviews (Jane Fairall)

Discussion:

Marana Town Code Chapter 5-2 provides that the Town Council shall appoint a Town Magistrate as the presiding officer of the municipal court and that the Town Magistrate shall be appointed to a two-year term. The position of Marana Town Magistrate was held by Charles Davies from 2008 until his retirement on July 31, 2015.

At its June 30, 2015 meeting, Council directed staff to proceed with a recruitment and selection process for the Town Magistrate position. The Council approved minimum qualifications and a salary range for the position and the position was posted July 1 - July 22, 2015. The minimum qualifications for the position are:

- Juris Doctor (JD) degree from an accredited law school
- Member of the State Bar of Arizona in good standing
- 5 or more years of recent progressive experience as an attorney, judge or hearing officer
- No prior history of removal for cause from a judicial position

Additional preferred qualifications are:

- Experience managing legal and/or judicial staff as an attorney, judge or hearing officer
- Experience as an attorney, judge or hearing officer in criminal or traffic cases in Arizona

Staff will transmit all application materials for those candidates meeting the minimum qualifications to the Council for discussion and consideration in an executive session scheduled on tonight's agenda for that purpose. Following the executive session, the Council will identify the candidates to be invited for an interview in open session and direct staff to schedule interviews

with those individuals. Staff seeks Council direction on whether to schedule the interviews at a regularly-scheduled Council meeting or to schedule a special meeting for the purpose of interviews. Interviews and deliberation will take place in an executive session scheduled for that purpose.

Staff Recommendation:

Staff recommends that Council place an emphasis on the preferred qualifications of:

- Experience managing legal and/or judicial staff as an attorney, judge or hearing officer
- Experience as an attorney, judge or hearing officer in criminal or traffic cases in Arizona

to distinguish between candidates.

Suggested Motion:

I move to direct staff to contact the following applicants to schedule interviews for the position of Town Magistrate:

Attachments:

No file(s) attached.
