MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
NOTICE AND AGENDA
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

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 June 30, 2015, at or after 6:00 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 Monday, June 29, 2015 6:00 PM, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.marana.com on the Town Clerk page under Agendas, Minutes and Recent Actions.

SPECIAL 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

1 Proclamation: August 2015 as Drowning Impact Awareness Month

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. 2015-067: 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)

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)

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)

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)

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)

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 (John Kmiec)

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)

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 (John Kmiec)

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)

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 (Jane Fairall)

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) to discuss and evaluate the performance of Town Manager Gilbert Davidson

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 1

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 30, 2015

Subject: Proclamation: August 2015 as Drowning Impact Awareness Month

Attachments: Drowning Impact Awareness Month

PROCLAMATION
DROWNING IMPACT AWARENESS MONTH 2015

WHEREAS Drowning Impact Awareness Month will raise awareness that the number and impact of child drowning in Arizona affects everyone; and

WHEREAS the drowning incidents in Arizona take the lives of the equivalent of a classroom of children each year; and

WHEREAS a child drowning can happen to any family regardless of education, race or socio-economic background; and

WHEREAS families can take simple steps to protect their children around water to avoid the tragedy of the unnecessary loss of life; and

WHEREAS keeping children healthy and safe is a priority for the Drowning Prevention Coalition of Arizona, fire agencies and other injury prevention institutions in Arizona and the Town of Marana; and

WHEREAS raising awareness through education will increase knowledge of the effective measures to take to prevent drowning.

NOW, THEREFORE, the Mayor and Council of the Town of Marana proclaim

August 1 through August 31, 2015
DROWNING IMPACT AWARENESS MONTH
IN THE TOWN OF MARANA

and urge all citizens to familiarize themselves with water safety practices.

Dated this 30th day of June, 2015.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

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: June 30, 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: John Kmiec, Utilities Director

Date: June 30, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Initiative 1: Secure all necessary water resources and infrastructure.

Subject: 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)

Discussion:

The Town of Marana currently participates in a hydropower resource aggregation contract with the United States Department of Energy Western Area Power Administration (Western) and Arizona Electric Power Cooperative, Inc. (AEPCO). The proposed amendment extends the current term, which expires September 2015, through September 2019. Aggregation benefits all parties and allows the Town to recoup costs for any firm hydropower resources it pays for but does not actually use.

In response to Western's 2004 power marketing initiative that offered Parker-Davis Project hydropower to applicants willing to contract for firm power for 20 years, the Town of Marana Water Department applied for and received an allocation of 1 Mega Watt (MW). The Town contracted with Western for generation and transmission of the 1 MW to the Marana Tap. A separate contract with Trico and AEPCO provides for resource scheduling, distribution, metering and delivery to the Town service territory ("Bill Crediting contract").

In 2011, the Town entered into a resource aggregation contract with Western and AEPCO that allows for AEPCO to act as the administrative agent for the Town, including the scheduling of any unused Town resources. Via the bill crediting contract, the Town receives a credit for these

resources in the same amount as the payment it makes to Western for the firm hydropower resources.

Financial Impact:

Fiscal Year:	FY16 through FY20
Budgeted Y/N:	Y
Amount:	Town will receive approximately $20,000 per year savings under current energy usage.

Staff Recommendation:

Staff recommends approval of the contract and the authorizations necessary to execute and perform.

Suggested Motion:

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

Attachments: Resolution 2015-067
Resource Aggregation Contract

MARANA 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.

WHEREAS the United States Department of Energy Western Area Power Administration allocated 1000 kW of electrical power (hydropower) from the Parker-Davis Project Electric Service to the Town of Marana Utilities Department; and

WHEREAS the Town of Marana, the United States Department of Energy Western Area Power Administration, and Arizona Electric Power Cooperative, Inc. entered into Resource Aggregation Contract No. 11 DSR 12215 dated March 3, 2011, allowing the Utilities Department to lay off its unused hydropower to Arizona Electric Power Cooperative, Inc., and be reimbursed for all cost to Marana, saving the Utilities Department approximately $20,000 per year; and

WHEREAS the current term of the Resource Aggregation Contract ends on September 30, 2015, and the parties desire to extend it; and

WHEREAS the Mayor and Council of the Town of Marana find that extension of the Resource Aggregation Contract is in the best interests of the Town of Marana and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that Amendment No. 1 to Resource Aggregation Contract No. 11 DSR 12215 is hereby approved, and the Utilities Director of the Town of Marana is hereby authorized to execute it in substantially the form attached as Exhibit A to and incorporated by this reference in this resolution, for and on behalf of the Town of Marana, extending the term of the Resource Aggregation Contract to September 30, 2019.

IT IS FURTHER RESOLVED that the Town's Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, and objectives of the contract as so amended.

PASSED and ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AMENDMENT NO. 1 TO

CONTRACT NO. 11-DSR-12215

AMONG

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project
Salt Lake City Area Integrated Projects

AND

TOWN OF MARANA, ARIZONA UTILITIES DEPARTMENT

AND

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

FOR

RESOURCE AGGREGATION

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Draft 5-12-15

AMENDMENT NO. 1 TO

CONTRACT NO. 11-DSR-12215

AMONG

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
Desert Southwest Regional Office
Parker-Davis Project
Salt Lake City Area Integrated Projects

AND

TOWN OF MARANA, ARIZONA UTILITIES DEPARTMENT

AND

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

FOR

RESOURCE AGGREGATION

1. **PREAMBLE**: This Amendment No. 1 (Amendment) is made this ____ day of _____, 2015, as part of Contract No. 11-DSR-12215 (Original Contract), among Western Area Power Administration (Western), the Town of Marana, Arizona Utilities Department (Marana), and the Arizona Electric Power Cooperative, Inc. (AEPCO), pursuant to the same authorities as the Original Contract and subject to all of the provisions of the Original Contract, except as amended herein. Western, Marana, and AEPCO may individually be referred to as Party and collectively as Parties; except that Marana and AEPCO may be referred to individually as Contractor and collectively as Contractors.

Draft 5-12-15

2. **EXPLANATORY RECITALS**:

2.1 The Contractors have entered into contracts with Western for firm electric service from the P-DP and/or SLCA/IP.

2.2 The Parties entered into Original Contract in order to include certain of the Contractors' electrical loads and generation resources for power scheduling; and have AEPCO, as Marana's Administrative Agent, manage and act on behalf of Marana in the performance of the Original Contract.

2.3 The Parties now desire to extend the term of the Original Contract.

3. **AGREEMENT**: The Parties agree to the terms and conditions set forth herein.

4. **MODIFICATION OF SECTION 5 OF THE ORIGINAL CONTRACT (EFFECTIVE DATE AND TERM)**: Section 5 of the Original Contract is deleted in its entirety and replaced with the following:

"This Contract, as amended herein, shall become effective upon execution, and except as otherwise provided for in Section 9, shall remain in effect until midnight, September 30, 2019."

5. **TERM OF AMENDMENT**: This Amendment shall become effective upon execution, and shall remain in effect and terminate concurrently with the Original Contract, as amended.

6. **ORIGINAL CONTRACT TO REMAIN IN EFFECT**: Except as expressly modified by this Amendment, the Original Contract shall remain in force and effect, and this Amendment shall be subject to all terms of the Original Contract.

7. **EXECUTION IN COUNTERPART**: This Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and

Draft 5-12-15

delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Amendment may be detached by any counterpart of this Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Amendment identical in form hereto, by having attached to it one or more signature pages.

8. **AUTHORITY TO EXECUTE**: Each individual signing this Amendment certifies that the Party represented has duly authorized such individual to execute this Amendment that binds and obligates the Party.

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The Parties named below have caused this Amendment No. 1 to Contract No. 11-DSR-12215 to be executed in accordance with Section 1 herein.

DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

By _____
Deborah K. Emler
Title Vice President of Power Marketing

Address Desert Southwest Region

P.O. Box 6457

Phoenix, AZ 85005-6457

TOWN OF MARANA, ARIZONA
UTILITIES DEPARMENT

By _____
John Kmiec
Title Utilities Director

Address 5100 West Ina Road

Marana, AZ 85743

ATTEST:

_____

_____
Title

Draft 5-12-15

The Party named below has caused this Contract No. 11-DSR-12215 to be executed the date first written above.

ARIZONA ELECTRIC POWER COOPERATIVE, INC.

By_____

ATTEST: Title_____

_____ Address 1000 South Highway 80

_____ Benson, AZ 85602

Title

_____

Draft 5-12-15

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 2

To: Mayor and Council

Submitted For: Ryan Mahoney, Director of Planning

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

Request
Star Consulting, on behalf of Cornerstone Homes, is requesting the approval of a final plat consisting of 7 lots and Common Area "A" on 25.76 acres.

Location
The proposed subdivision is located on the south side of Moore Road between Camino De Oeste and Thornydale Road.

Zoning
The zoning is "R-144" (Single Family Residential - minimum lot size of 144,000 square feet). The proposed average lot size is 147,047 square feet with minimum lot size of 144,000 square feet (Lot 1) and a maximum lot size of 157,710 square feet (Lot 3).

Transportation
Access to the site will be off Old Father Road via a private street named Cornerstone Court (36 feet wide common area with a gated entryway). The plat includes a dedication of an additional 20 feet for Moore Road and 30 feet of dedication for Old Father Road. A revised Phase 1 Environmental Report has been submitted and accepted by the Town for the dedications.

Staff Recommendation:

Staff finds that the proposed final plat is in compliance with all required development regulations and conditions of zoning. Staff recommends approval of a final plat for The Estates at the Tortolita Foothills, Lots 1-7 and Common Area "A".

Suggested Motion:

I move to adopt Resolution No. 2015-068, approving a final plat for The Estates at the Tortolita Foothills, Lots 1-7 and Common Area "A".

Attachments: Resolution 2015-068
Location Map
The Estates at the Tortolita Foothills Final Plat Application

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MARANA 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

WHEREAS Star Consulting, on behalf of Cornerstone Homes, has applied for approval of a final plat for The Estates at the Tortolita Foothills consisting of 25.76 acres, including Lots 1-7 and Common Area "A", and generally located along the south side of Moore Road between Camino De Oeste and Thornydale Road; and

WHEREAS the Mayor and Council of the Town of Marana determined at its June 30, 2015 meeting that the final plat for The Estates at the Tortolita Foothills, Lots 1-7 and Common Area "A", should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the final plat for The Estates at the Tortolita Foothills, Lots 1-7 and Common Area "A" (Private Streets and Utilities), is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

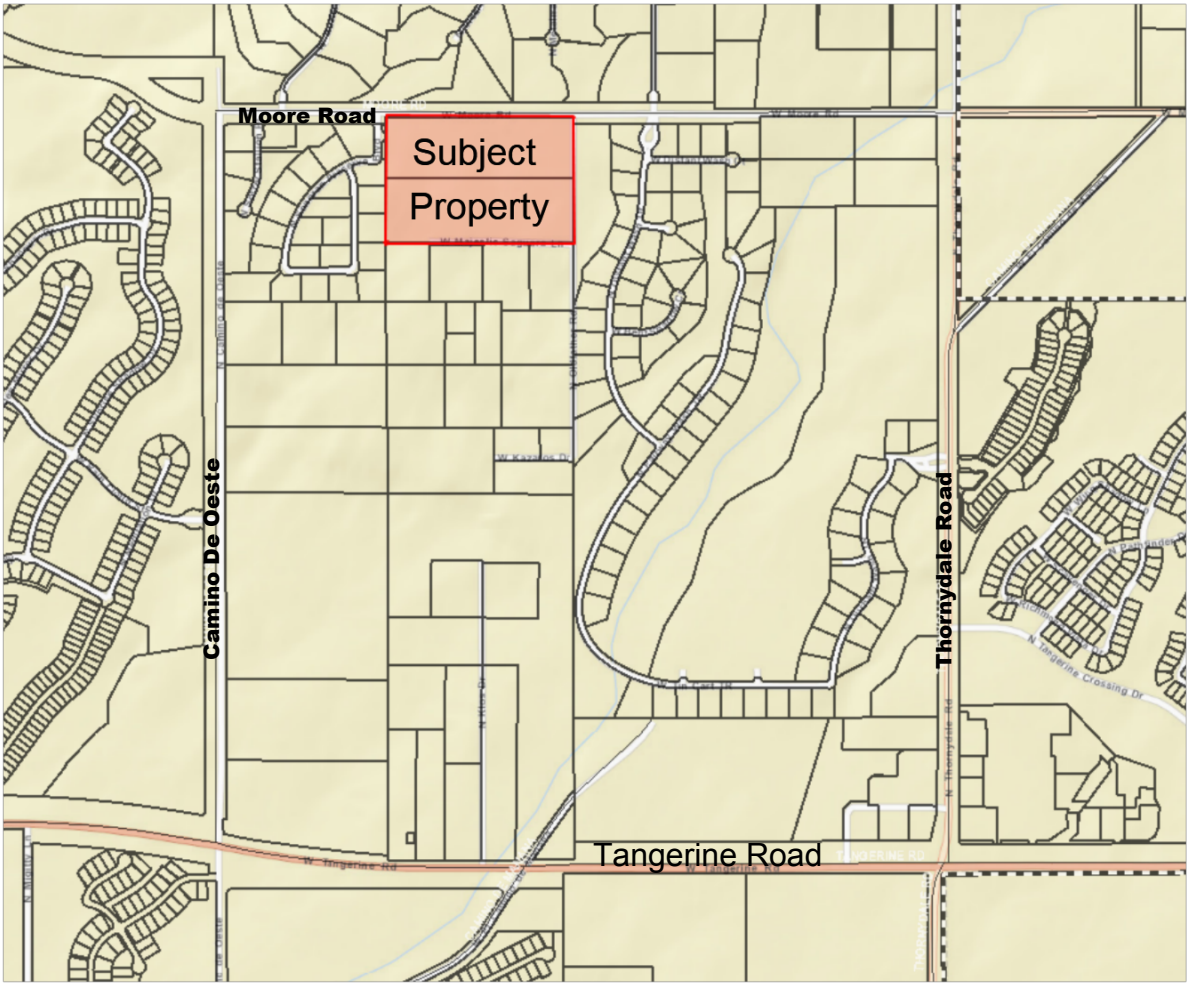
Jocelyn C. Bronson, Town Clerk

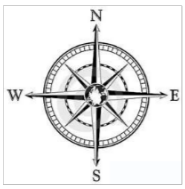
APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

The Estates at the Tortolita Foothills Final Plat

Case No. PRV-14036





A request for final plat approval of a 7 lot single family residential subdivision.

DEDICATION

WE, THE UNDERSIGNED, HEREBY WARRANT THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY FEE TITLE INTEREST IN THE LAND SHOWN ON THIS PLAT, AND WE CONSENT TO THE SUBDIVISION OF THIS LAND IN THE MANNER SHOWN ON THIS PLAT. WE HEREBY DEDICATE TO THE TOWN OF MARANA ALL RIGHTS-OF-WAY SHOWN ON THIS PLAT, INCLUDING ALL STREETS, ALLEYS, AND DRAINAGEWAYS. UTILITY EASEMENTS AS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF, AND ACCESS TO, PUBLIC UTILITIES AND SEWERS. NO ACCESS EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OF ACCESS CONTROL TO ADJACENT RIGHTS-OF-WAY. OTHER EASEMENTS SHOWN ON THIS PLAT ARE DEDICATED TO THE TOWN OF MARANA FOR THE PURPOSE OR PURPOSES NOTED ON THIS PLAT.

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

PRIVATE DRAINAGEWAYS AND COMMON AREA AS SHOWN ON THIS PLAT ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND THEIR GUESTS AND INVITEES. COMMON AREA, BUT NOT PRIVATE DRAINAGEWAYS, ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES. PRIVATE DRAINAGEWAYS ARE ALSO RESERVED FOR THE FLOW OF WATER, WHETHER SURFACE, FLOOD, OR RAINFALL, FROM THIS SUBDIVISION AND OTHER LANDS AS APPROVED BY THE TOWN ENGINEER. TITLE TO ALL PRIVATE DRAINAGEWAYS AND COMMON AREA SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA. EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, SAFETY, AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREA WITHIN THIS SUBDIVISION.

TITLE SECURITY AGENCY OF ARIZONA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DBA TITLE SECURITY AGENCY, LLC, AS TRUSTEE UNDER TRUST NO. 201428-S, ONLY AND NOT OTHERWISE.

BY_____
DIANE L. SLOANE
ITS:TRUST OFFICER

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF PIMA)

ON THIS ____ DAY OF _____ 2014, BEFORE ME PERSONALLY APPEARED JOHN AGRESTI WHO IS ACKNOWLEDGED TO BE THE OWNER OF CORNERSTONE HOMES AT MOORE ROAD LLC AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

_____ _____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

APPROVAL

TOWN OF MARANA APPROVALS

BY _____ P.E. _____
TOWN ENGINEER / DEVELOPMENT ENGINEERING MANAGER DATE

BY _____ _____
MARANA PLANNING DIRECTOR DATE

BY _____ _____
UTILITIES DIRECTOR - TOWN OF MARANA DATE

BY _____ _____
NORTHWEST FIRE DISTRICT DATE

BY _____ _____
CITY OF TUCSON WATER DEPARTMENT DATE

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWN AND COUNCIL OF THE TOWN OF MARANA ON THE ____ DAY OF _____, 2015.

THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

BY _____ _____
UTILITY DIRECTOR DATE
TOWN OF MARANA

NORTHWEST FIRE DISTRICT NOTES

1. FIRE APPARATUS ACCESS ROAD GATES SHALL PROVIDE AN OPENING NO LESS THAN 20 FEET IN WIDTH WHEN SERVING TWO DIRECTIONS OF TRAVEL AND NO LESS THAN 14 FEET IN WIDTH WHEN SERVING ON DIRECTION OF TRAVEL. GATES SHALL BE OF THE SWINGING OR SLIDING TYPE CONSTRUCTED OF MATERIALS THAT ALLOW MANUAL OPERATION BY ONE PERSON. MANUAL OPENING GATES SHALL NOT BE LOCKED WITH A PADLOCK OR CHAIN UNLESS THEY ARE CAPABLE OF BEING OPENED BY MEANS OF STANDARD FORCIBLE ENTRY TOOLS (BOLT CUTTERS). GATE COMPONENTS SHALL BE MAINTAINED IN AN OPERATIVE CONDITION AT ALL TIMES OR LOCKED IN THE OPEN POSITION.
2. ELECTRIC GATES SHALL BE EQUIPPED WITH AN OPENING DEVICE (OPTI-COMM TYPE) COMPATIBLE WITH NORTHWEST FIRE DISTRICT EQUIPMENT AS WELL AS A KEY SWITCH (KNOX BOX) BACK UP, COMPATIBLE WITH NORTHWEST FIRE DISTRICT KEYS. EMERGENCY OPENING DEVICES SHALL BE APPROVED BY NORTHWEST FIRE DISTRICT. IN THE EVENT OF POWER FAILURE ELECTRIC GATES SHALL DEFAULT TO THE OPEN POSITION.
3. FIRE FLOW FOR THIS SUBDIVISION SHALL BE A MINIMUM OF 1000 GALLONS PER MINUTE FOR A MINIMUM DURATION OF 2 HOURS. FIRE HYDRANTS SHALL BE LOCATED WITH AN AVERAGE SPACING OF NO GREATER THAN 500 FEET AND NO GREATER DISTANCE THAN 250 FEET FROM ANY POINT ON A STREET OR FIRE APPARATUS ACCESS ROAD TO A FIRE HYDRANT. BLUE REFLECTIVE STREET MARKERS SHALL BE PERMANENTLY AFFIXED TO THE STREET SURFACE APPROXIMATELY 8 FEET FROM THE CURB NEAREST THE HYDRANT.
4. ALL WEATHER ACCESS ROADS CAPABLE OF SUPPORTING THE IMPOSED LOAD OF 75,000 POUNDS AND REQUIRED FIRE HYDRANTS PROVIDING THE REQUIRED FIRE FLOW SHALL BE INSTALLED, TESTED AND SERVICEABLE PRIOR TO THE INTRODUCTION OF COMBUSTIBLE CONSTRUCTION MATERIALS ON THE SITE.
5. FIRE DEPARTMENT ACCESS ROADS 20 TO 26 FEET IN WIDTH SHALL BE MARKED WITH PERMANENT "NO PARKING - FIRE LANE" SIGNS ON BOTH SIDES OF THE ROADWAY. SIGN MOUNTING SHALL COMPLY WITH THE LOCAL SIGN CODE.
6. A SIGN IDENTIFYING THE NAME OF THE BUILDER, LOT NUMBER AND ADDRESS SHALL BE POSTED IN A LOCATION VISIBLE FOR THEM FIRE DEPARTMENT ACCESS ROAD. THE SIGN SHALL BE MAINTAINED IN A LEGIBLE CONDITION DURING ALL PHASES OF CONSTRUCTION BEGINNING WITH INSTALLATION OF THE FLOOR SLAB AND REMAINING UNTIL THE FINAL INSPECTION.
7. DWELLINGS OVER 3600 SQUARE FEET OF FLOOR AREA UNDER ROOF, HAVING ACCESS OVER 12% GRADE, ACCESS OVER 150 FEET FROM THE NEAREST STREET TO ALL PORTIONS OF THE EXTERIOR OF THE STRUCTURE OR LOCATED IN AREAS NOT MEETING MINIMUM FIRE FLOW REQUIREMENTS SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR ADDITIONAL FIRE PROTECTION MEASURES.
8. ALL DEAD END FIRE DEPARTMENT ACCESS ROADS GREATER THAN 150 FEET IN LENGTH WILL REQUIRE APPROVED TURNAROUND CAPACITY.

RECORDATION

RECORDING STATE OF ARIZONA FEE _____

COUNTY OF PIMA NO _____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF CORNERSTONE HOMES, LLC ON THIS _____ DAY OF _____, 2015, AT _____M. IN SEQUENCE NUMBER _____ THEREOF.

F. ANN RODRIQUEZ _____
PIMA COUNTY RECORDER BY DEPUTY

ASSURANCES

ASSURANCES IN THE FORM OF _____ FROM _____ AS RECORDED IN SEQUENCE NUMBER _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

GENERAL NOTES

1. THE GROSS AREA OF THE DEVELOPMENT IS: 1,122,039 SF / 25.76 AC
2. TOTAL NUMBER OF LOTS IS: 7 LOTS
3. TOTAL MILES OF NEW PUBLIC STREETS IS: 0.1 MILES
4. TOTAL MILES OF NEW PRIVATE STREETS IS: 0.3 MILES
5. MINIMUM ALLOWABLE LOT SIZE IS 144,000 SF PER THE ZONING DESIGNATION.
6. MINIMUM LOT SIZE PROVIDED: 144,000 SF
   AVERAGE LOT SIZE PROVIDED: 147,047 SF
   MAXIMUM LOT SIZE PROVIDED: 157,710 SF
7. MAXIMUM ALLOWABLE BUILDING HEIGHT: 30'
8. BUILDING SETBACKS:
   FRONT: 40'
   SIDE: 50'
   REAR: 50'
9. PARKING IS PROVIDED IN THE GARAGE AND DRIVEWAY OF EACH LOT. PARKING IS NOT PERMITTED ON THE PRIVATE STREET.
10. EXISTING ZONING: R-144
    PROPOSED DENSITY: 3.3 AC/LOT / 0.27 RAC
11. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
12. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
13. LOTS WILL BE ON INDIVIDUAL SEPTIC SYSTEMS.
14. THE BASIS OF BEARINGS FOR THIS PLAT IS THE NORTH LINE OF THE N.E. 1/4 OF SECTION 31, T.11 N., R.13 E., AS SHOWN ON THIS PLAT AND AS RECORDED IN BOOK 57, PAGE 58, MAPS & PLATS, PIMA COUNTY RECORDS. THE BEARING OF SAID LINE IS S 89°50'24" W.
15. OLD FATHER ROAD WILL BE PAVED TO A CROSS-SECTION AND WITH A PAVEMENT SECTION THAT ARE ACCEPTABLE TO THE TOWN ENGINEER.
16. EACH LOT IS LIMITED TO 25,000 SQUARE FEET OF DISTURBANCE EXCLUDING EASEMENTS. AS PART OF THE TYPE 1 GRADING PERMIT PROCESS FOR EACH LOT, A STAMPED LEGAL DESCRIPTION DEFINING THE BUILDING/DISTURBANCE ENVELOPE SHALL BE PROVIDED. ALL DISTURBANCE OF THE LOT (EXCLUDING EASEMENTS) IS LIMITED TO THE DEFINED BUILDING/DISTRUBANCE ENVELOPE.
17. THE PLAT WILL ONLY BE APPROVED ONCE A PHASE I ENVIRONMENTAL SITE ASSESSMENT IS SUBMITTED TO THE TOWN (NO MORE THAN 180 DAYS PRIOR TO THE DEDICATION OF RIGHT-OF-WAY).
18. A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND FEE SHALL BE SUBMITTED PRIOR TO ISSUANCE OF A GRADING PERMIT, IN COMPLIANCE WITH TITLE 25 OF THE MARANA LAND DEVELOPMENT CODE.
19. A CULTURAL RESOURCE REPORT (LESS THAN 10 YEARS OLD) SHALL BE SUBMITTED AND MUST BE APPROVED PRIOR TO ISSUANCE OF A GRADING PERMIT. DEPENDING ON WHETHER A 404 PERMIT IS REQUIRED BY THE CORPS, CULTURAL RESOURCES MAY BE REVIEWED BY THE STATE HISTORIC PRESERVATION OFFICE (SHPO). ALL CULTURAL CLEARANCES WILL NEED TO BE OBTAINED PRIOR TO GRADING.
20. AT LEAST 30 DAYS BEFORE GRADING, A 100% AREA SURVEY SHOULD BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, THE THE SONORAN DESERT TORTOISE, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO ISSUANCE OF A GRADING PERMIT.

CERTIFICATION

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

REGISTERED LAND SURVEYOR — CERTIFICATE NO. 35543 — TODD A. HOUT — DATE SIGNED — ARIZONA, U.S.A.

TODD A. HOUT R.L.S. NO. 35543

EXPIRES: 12-31-15

I HEREBY CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. 42751 — ERIN E. HARRIS — DATE SIGNED — ARIZONA, U.S.A.

ERIN E. HARRIS P.E. NO. 42751

EXPIRES 06/30/17

SHEET INDEX

SHEET 1: COVER SHEET
SHEET 2: SITE PLAN
SHEET 3: DETAILS AND

LEGAL DESCRIPTIO

PARCEL 1:
THE NORTH HALF OF THE S
TOWNSHIP 11 SOUTH, RANG
30 FEET THEREOF AND EXC
AMERICA.

PARCEL 2:
THE NORTHEAST QUARTER
RIVER MERIDIAN, PIMA COU
FURTHER EXCEPT THE NOR

NON-PLOTTABLE E

1. RESTRICTIONS, CON
EASEMENTS, LIABILITIES, O
5993 AT PAGE 537
2. RESTRICTIONS, CON
EASEMENTS, LIABILITIES, O
3. MATTERS AS SHOWN
4. MATTERS AS SHOWN
5. THE EFFECT OF RES
1997-182
6. MATTERS AS SHOWN
10758 AT PAGE 560
7. MATTERS AS SHOWN
8. THE EFFECT OF RES
441, INSTRUMENT NUMBER
9. MATTERS AS SHOWN
10. RESERVATIONS CON
PAGE 220
11. RESTRICTIONS, CON
RECITALS CREATING EASEN
12. MATTERS SHOWN O
PAGE 59
13. MATTERS CONTAINE

LEGEND

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

NW CORNER SECTION 31
CALCULATED PER (4)
PC DOT REFERENCE PINS
AT CAMINO DE OESTE

N.W. CORNER
NE 1/4 NW 1/4
SECTION 31

BUTTERFLY MOUNTAIN
BOOK 57 PAGE 58 (M&P)
ZONE: R-144

MOORE ROAD
PUBLIC ROAD
(FORMERLY TORTOLITA ROAD #206)

SLOPE AND DRAINAGE
EASEMENT PER
DOCKET 13339 AT
PAGE 1313

N 89°46'45" E 1210.17'
1157.20'
52.97'
20.00'
30.00'
75.00'
45.00' PUBLIC R/W PER BOOK 57 PAGE 58 (M&P)
20.00' PUBLIC R/W DEDICATION BY THIS PLAT
60.00' PUBLIC R/W PER BOOK 2 PAGE 14 (ROAD MAPS)
50.00'
N 89°46'45" E 1319.48'
1289.48'
N 89°46'45" E 1319.52'
N 89°46'45" E 2529.63'
1319.46'
292.00'
57.21'

PUBLIC RIGHT-OF-WAY DEDICATED BY THIS PLAT
38.094 SF
0.87 ACRES

TAGGED "RLS 41603"
TAGGED "LS 10046"
30.8' SOUTH
547.60'
377.10'
116.81'
30.00' PUBLIC EASEMENT PER BOOK 42 PAGE 59 (ROS)

100-YEAR FLOODPLAIN LIMITS
25' EROSION HAZARD SETBACK

50.00' TYPICAL BUILDING SETBACK (REAR)

3
157,710 SF
3.62 ACRES
(MAXIMUM DISTURBANCE ENVELOPE IS 25,000 S.F.)

50.00' TYPICAL BUILDING SETBACK (SIDE)

50.00' TYPICAL BUILDING SETBACK (SIDE)

2
151,591 SF
3.48 ACRES
(MAXIMUM DISTURBANCE ENVELOPE IS 25,000 S.F.)

1
144,000 SF
3.31 ACRES
(MAXIMUM DISTURBANCE ENVELOPE IS 25,000 S.F.)

S 00°13'15" E
402.00'

S 56°16'54" E
493.04'

4
144,015 SF
3.31 ACRES
(MAXIMUM DISTURBANCE ENVELOPE IS 25,000 S.F.)

7.50' UTILITY EASEMENT PER DOCKET 10928 AT PAGE 402 AND DOCKET 10928 AT PAGE 231

40.00' TYPICAL BUILDING SETBACK (FRONT)

10.00' PUBLIC UTILITY EASEMENT BY THIS PLAT

25.00' BY 225.00' PRIVATE SLOPE AND DRAINAGE EASEMENT BY THIS PLAT

24.19'
220.34'
381.97'
192.31'
593.60'
195.22'
74.26'
107.61'

SONORAN PRESERVE
ON THE BAJADA
BOOK 61 PAGE 66 (M&P)
ZONE: R-8

S 00°05'12" E
850.00'
645.19'

TAGGED "LS 10046"

7.50' UTILITY EASEMENT PER DOCKET 6458 AT PAGE 482

C12
C5
C13
C6
C7
C14

COMMON AREA A
41,410 SF
0.95 ACRES

36.00'
218.64'
25.20'
123.15'
367.21'
24.30'
25.00'
202.08'

CORNERSTONE COU
(PRIVATE STREET)

FL59 FL58 FL57 FL56 FL55 FL54 FL53 FL52 FL51 FL50 FL49 FL48 FL47 FL46 FL45 FL44 FL43 FL42 FL41 FL40 FL71 FL72 FL73 FL74 FL70 FL69 FL68 FL67 FL66 FL65 FL64 FL63 FL62 FL61 FL60

133.60'
84.14'
25.42'
339.32'
S 52°40'08" W
516.83'

100-YEAR FLOODPLAIN LIMITS
25' EROSION HAZARD SETBACK

15.00' PUBLIC INGRESS, EGRESS AND UTILITY EASEMENT PER DKT 6092 AT PG 546, DKT 6102 AT PG 557, DKT 6208 AT PG 342 AND DKT 9369 AT PG 425

15.00' PUBLIC UTILITY EASEMENT PER DKT 6458 AT PAGE 482

68.00'

5
144,013 SF
3.31 ACRES
(MAXIMUM DISTURBANCE ENVELOPE IS 25,000 S.F.)

S 00°13'24" E
392.11'

10.00' PUBLIC UTILITY EASEMENT BY THIS PLAT

FL106 FL107 FL105 FL108 FL101 FL100 FL99 FL98 FL97 FL96 FL110 FL111 FL112 FL113 FL114 FL115 FL116 FL117 FL119 FL120 FL118 FL122 FL121 FL102 FL103 FL104 FL95 FL94 FL93 FL92 FL91 FL90 FL89 FL88 FL87 FL85 FL86 FL84 FL83 FL82 FL81 FL80 FL79 FL78 FL77 FL76 FL75

179.79'

25.00' BY 180.00' PRIVATE SLOPE AND DRAINAGE EASEMENT BY THIS PLAT

6
144,001 SF
3.31 ACRES
(MAXIMUM DISTURBANCE ENVELOPE IS 25,000 S.F.)

S 00°13'24" E
392.18'

7
144,001 S
3.31 ACR
(MAXIMUM DIST
ENVELOPE IS 25

20.00' X 100.
UTILITY EAS
ELECTRIC
FACILIT
DKT 12873

549.82'
367.21'
373.18'
86.46'
30.18'
433.18'
142.22'
60.02'
164.97'

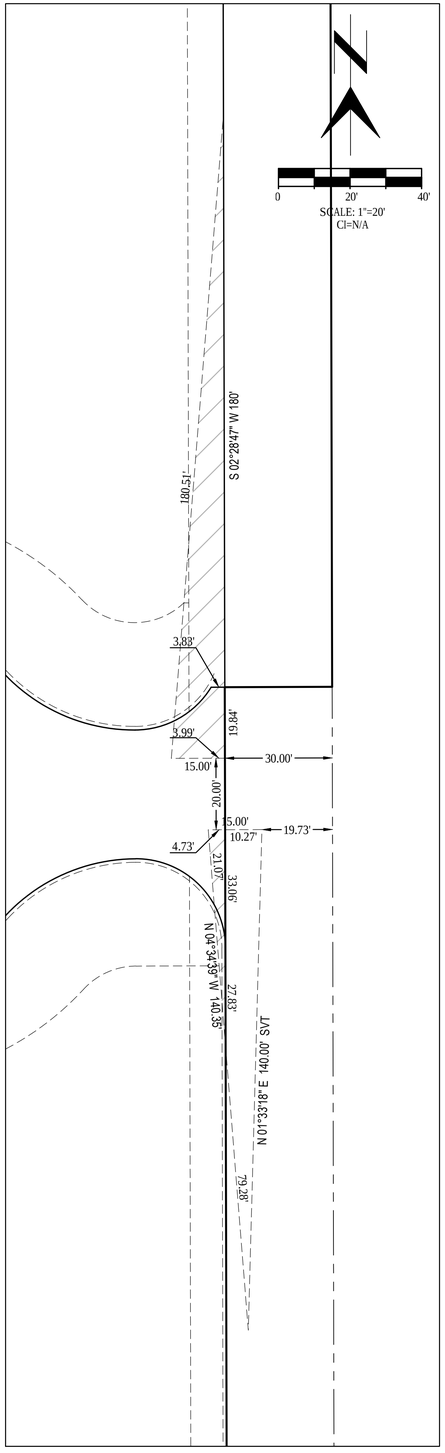
TAGGED "LS 12214"
S 89°47' 26" W 1290.21'

UNSUBDIVIDED
219-34-003C
ZONE: R-144

UNSUBDIVIDED
219-34-003F
ZONE: R-144

UNSUBDIVIDED
219-34-003E
ZONE: R-144

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



SVT EASEMENT

SIGHT VISIBILITY TRIANGLE EASEMENT AFFECTING LOTS 1 AND 7
SVT GEOMETRY SHOWN ON EXCLUDED PARCEL FOR REFERENCE ONLY

CURVE DATA TABLE			
CURVE NUMBER	RADIUS	LENGTH OF ARC	CENTRAL ANGLE
C1	25.00'	25.45'	58°19'09"
C2	50.00'	41.15'	47°09'23"
C3	50.00'	82.30'	94°18'46"
C4	50.00'	41.15'	47°09'23"
C5	50.00'	41.15'	47°09'23"
C6	50.00'	239.38'	274°18'46"
C7	50.00'	41.15'	47°09'23"
C8	50.00'	41.15'	47°09'23"
C9	50.00'	82.30'	94°18'46"
C10	50.00'	41.15'	47°09'24"
C11	25.00'	39.31'	90°05'07"
C12	50.00'	90.07'	103°13'05"
C13	50.00'	62.00'	71°02'54"
C14	50.00'	87.31'	100°02'46"

FLOODPLAIN LINE DATA TABLE		
LINE NUMBER	DISTANCE	BEARING
FL1	12.54'	N 37°42'13" W
FL2	23.18'	N 14°45'10" W
FL3	20.25'	N 34°38'00" W
FL4	22.80'	N 08°53'05" W
FL5	29.20'	N 37°03'17" E
FL6	27.62'	N 84°25'53" E
FL7	12.44'	N 45°33'52" E
FL8	44.14'	N 26°27'08" E
FL9	14.89'	N 16°30'52" W
FL10	31.27'	N 03°52'52" E
FL11	45.70'	N 43°41'06" E
FL12	12.14'	N 02°51'51" E
FL13	18.02'	N 11°00'06" W
FL14	69.50'	N 21°05'34" W
FL15	28.06'	N 10°29'19" E
FL16	27.65'	N 03°03'54" W
FL17	55.64'	N 30°01'13" E
FL18	27.18'	N 28°46'00" E
FL19	42.04'	N 08°20'09" E
FL20	63.81'	N 27°30'53" W
FL21	28.92'	N 01°48'13" W
FL22	33.46'	N 13°27'25" W
FL23	20.83'	N 07°36'03" E
FL24	21.60'	S 83°47'16" E
FL25	11.16'	N 31°26'46" W
FL26	24.37'	N 62°53'38" E
FL27	12.20'	N 29°54'54" E
FL28	45.79'	N 17°39'39" W
FL29	13.87'	N 09°18'05" E
FL30	60.88'	N 70°36'38" E
FL31	18.48'	N 08°52'13" W
FL32	19.86'	N 14°47'56" E
FL33	15.54'	N 45°33'33" E
FL34	28.43'	N 10°25'23" E
FL35	18.20'	N 10°26'16" W
FL36	10.05'	N 03°50'31" E
FL37	9.93'	N 39°41'40" E

FLOODPLAIN LINE DATA TABLE		
LINE NUMBER	DISTANCE	BEARING
FL38	11.55'	N 61°46'23" E
FL39	13.55'	S 84°45'43" E
FL40	3.85'	N 70°12'47" E
FL41	16.48'	N 22°44'58" E
FL42	10.31'	N 65°58'11" E
FL43	8.92'	N 41°43'46" E
FL44	7.13'	N 23°58'35" E
FL45	30.40'	N 17°45'20" E
FL46	41.77'	N 73°05'37" E
FL47	19.61'	N 42°02'26" E
FL48	51.43'	N 01°44'52" E
FL49	43.07'	N 24°06'40" W
FL50	17.34'	N 57°10'35" E
FL51	39.35'	N 45°10'45" E
FL52	17.47'	S 88°27'60" E
FL53	8.28'	N 58°03'48" E
FL54	19.54'	N 36°20'44" E
FL55	58.44'	N 11°59'42" E
FL56	26.61'	N 32°05'17" W
FL57	38.78'	N 19°54'07" E
FL58	26.90'	N 82°47'15" W
FL59	7.99'	S 04°29'07" W
FL60	18.90'	S 40°52'26" W
FL61	45.96'	S 10°23'26" E
FL62	45.98'	S 10°17'12" W
FL63	26.39'	S 73°32'10" W
FL64	50.71'	S 48°52'56" W
FL65	14.35'	S 73°52'11" W
FL66	100.27'	S 08°21'07" E
FL67	34.36'	S 73°20'58" W
FL68	27.11'	S 27°40'34" W
FL69	26.53'	S 10°51'25" W
FL70	27.23'	S 52°41'28" W
FL71	22.85'	S 47°03'36" W
FL72	13.86'	S 66°39'29" W
FL73	9.05'	N 63°27'00" W
FL74	12.40'	S 29°43'49" W
FL75	16.30'	N 30°55'04" E
FL76	16.34'	N 20°53'29" E
FL77	11.59'	N 61°08'59" E
FL78	8.74'	N 11°00'38" E
FL79	12.95'	N 33°33'39" E
FL80	7.58'	N 54°57'06" W
FL81	20.41'	N 05°08'54" E
FL82	15.10'	N 03°17'29" W
FL83	13.80'	N 26°52'29" W
FL84	8.41'	N 03°05'46' W
FL85	25.77'	N 69°42'12" E
FL86	26.60'	N 64°13'42" E
FL87	7.23'	N 17°42'41" W
FL88	13.97'	N 15°12'43" E
FL89	5.95'	N 38°01'01" W

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SUPPLEMENTAL NOTES

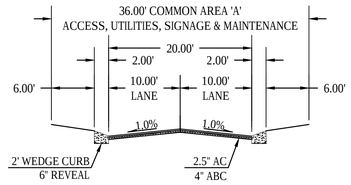
1. BENCHMARK: THE BASIS OF ELEVATIONS FOR THIS SURVEY IS PIMA COUNTY/CITY OF TUCSON GEODETIC CONTROL POINT "NN02" DESCRIBED AS A PUNCHED STEEL ROAD IN CASTING IN CASTING, 60' SOUTH OF A POWER POLE, 0.9 MILES WEST OF THE INTERSECTION OF THORNYDALE AND TANGERINE ROADS, LOCATED IN NORTHWEST ¼ OF SECTION 6, T. 12 S., R. 13 E., G. & S. R. M., PIMA COUNTY, AZ. THE ELEVATION OF SAID BENCHMARK IS 2,302.32', NAVD 88 DATUM.
2. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS, HARMLESS IN THE EVENT OF FLOODING.
3. DRAINAGE WILL NOT BE ALTERED, DISTURBED, OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
4. HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY, AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS, AND COMMON AREAS.
5. THE DESIGN SPEED IS 20 MPH.
6. THE DESIGN VEHICLE IS THE WB-40.
7. COMMON AREA A IS 41,140 SF (PRIVATE STREETS).
8. TOTAL SQUARE FOOTAGE OF PUBLIC STREETS IS 0 SF.
   TOTAL SQUARE FOOTAGE OF PUBLIC RIGHT-OF-WAY IS 59,378 SF.
9. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THE SUBDIVISION.
10. THE REQUIRED ON-SITE DRAINAGE FACILITIES (STORM WATER DRAINAGE AND RETENTION) SHALL BE INSTALLED, AT NO EXPENSE TO THE TOWN.
11. DRAINAGE STRUCTURES AT ROAD CROSSINGS FOR INTERIOR SUBDIVISION STREETS SHALL BE INSTALLED ACCORDING TO TOWN STANDARDS AND PAID FOR BY THE DEVELOPER.
12. DRAINAGE TO BE CARRIED IN PAVED AND CURBED STREETS SHALL BE CONTAINED WITHIN THE CURBS.
13. DRAINAGE MUST BE COLLECTED AND RELEASED FROM THE SUBDIVISION AT THE LOCATIONS AND IN THE MANNER INDICATED BY THE ORIGINAL TOPOGRAPHY.
14. DRAINAGE CHANNEL CANNOT RUN ADJACENT TO ROADWAY.
15. NO BUILDING SITE IN A SUBDIVISION WILL BE LOCATED WITHIN THE 100-YEAR FLOOD LIMITS.
16. THE REQUIRED PRIVATE STREET SHALL BE GRADED AND PAVED AND ALL REQUIRED DRAINAGE IMPROVEMENTS SHALL BE INSTALLED, AT NO EXPENSE TO THE TOWN.
17. THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL SEPTIC SYSTEMS, NOT PUBLIC SEWER.
18. THE REQUIRED OFF-SITE AND ON-SITE WATER MAINS SHALL BE INSTALLED IN SUCH A WAY THAT EACH LOT CAN BE SERVED THEREFROM, AT NO EXPENSE TO THE TOWN.
19. THE PRIVATE STREET SHALL BE BORDERED BY AN APPROVED CURB. SIDEWALKS ARE NOT REQUIRED OR PROVIDED FOR THIS SUBDIVISION.
20. STREET NAME SIGNS, STREET LIGHTS, SIGNALS AND OTHER REQUIRED TRAFFIC CONTROL DEVICES SHALL BE INSTALLED, AT NO EXPENSE TO THE TOWN.
21. FIRE HYDRANTS SHALL BE INSTALLED AS REQUIRED BY TOWN SPECIFICATIONS AND/OR NORTHWEST FIRE DISTRICT AT NO EXPENSE TO THE TOWN.
22. NATIVE PLANT PRESERVATION SET ASIDE AREA SHALL BE IDENTIFIED AT THE TIME OF BUILDING PERMITS FOR EACH LOT. EACH LOT SHALL GRADE NO MORE THAN 50,000 SF.
23. LANDSCAPING AND IRRIGATION, PER TITLE 17 OF THE LAND DEVELOPMENT CODE, SHALL BE INSTALLED AT NO EXPENSE TO THE TOWN.
24. RECREATION AREA IS NOT REQUIRED OR PROVIDED FOR THIS SUBDIVISION.
25. ELECTRIC POWER, TELEPHONE LINES, CABLE TELEVISION AND FIBER OPTICS, IF INSTALLED, SHALL BE LOCATED UNDERGROUND.
26. UNDERGROUND INSTALLATIONS SHALL BE CONSTRUCTED PRIOR TO SURFACING THE STREET. SERVICE STUBS TO PLATTED LOTS WITHIN THE SUBDIVISION FOR UNDERGROUND UTILITIES SHALL BE PLACED AT SUCH LENGTH SO AS NOT TO NECESSITATE DISTURBANCE OF STREET IMPROVEMENTS WHEN SERVICE CONNECTIONS ARE MADE. SCREENING OF ALL ABOVE GROUND TRANSFORMERS, CABINETS, ETC SHALL BE PROVIDED.
27. ALL OVERHEAD ELECTRIC POWERLINES OF 67kv OR LESS SHALL BE UNDERGROUNDED.

KEYNOTES

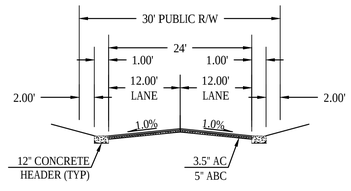
1. 6" VERTICAL CURB
2. 2' CONCRETE WEDGE CURB, 6" REVEAL
3. CULVERT ROAD CROSSING - FINAL CULVERT DESIGN TO BE VERIFIED BY HYDROLOGY REPORT AND DETAILED ON THE GRADING PLAN
   2-36" MINIMUM DIAMETER, 1% MINIMUM SLOPE, RIPRAP SPLASH PAD WITH FILTER FABRIC AS SIZED BY HYDROLOGY REPORT
4. CULVERT ROAD CROSSING - FINAL CULVERT DESIGN TO BE VERIFIED BY HYDROLOGY REPORT AND DETAILED ON THE GRADING PLAN
   1-24" MINIMUM DIAMETER, 1% MINIMUM SLOPE, RIPRAP SPLASH PAD WITH FILTER FABRIC AS SIZED BY HYDROLOGY REPORT

SEPTIC SYSTEM SETBACKS

1. 10 FOOT BUILDING SETBACK TO AN ON-SITE WASTEWATER TREATMENT FACILITY, INCLUDING RESERVE AREA IS REQUIRED R18-9-A312 (C)
2. 5 FOOT PROPERTY LINE SETBACK TO AN ON-SITE WASTEWATER TREATMENT FACILITY, INCLUDING RESERVE AREA IS REQUIRED R18-9-A312 (C)
3. 100 FOOT WELL SETBACK TO AN ON-SITE WASTEWATER TREATMENT FACILITY, INCLUDING RESERVE AREA IS REQUIRED R18-9-A312 (C)
4. 50 FOOT WASH OR DRAINAGE EASEMENT SETBACK TO AN ON-SITE WASTEWATER TREATMENT FACILITY, INCLUDING RESERVE AREA IS REQUIRED WHERE THE WASH OR DRAINAGE AREA IS MORE THAN 20 ACRES R18-9-A312 (C)
5. 5 FOOT DRIVEWAY SETBACK TO AN ON-SITE WASTEWATER TREATMENT FACILITY, INCLUDING RESERVE AREA IS REQUIRED R18-9-A312 (C)
6. 5 FOOT EASEMENT SETBACK TO AN ON-SITE WASTEWATER TREATMENT FACILITY, INCLUDING RESERVE AREA IS REQUIRED R18-9-A312 (C)
7. TYPICAL PRIMARY AND RESERVE AREAS ARE SHOWN ON SUPPLEMENTAL SHEET 2



A **PROPOSED PRIVATE STREET**
N.T.S.



B **PROPOSED OLD FATHER (PUBLIC)**
N.T.S.

NOTE: ALL SUBGRADE SHALL BE SCARIFIED, MOISTURE CONDITIONED, AND COMPACTED TO 95% TO A DEPTH OF 12 INCHES.

NOTE: AGGREGATE BASE SHALL BE COMPACTED TO 100%

SHEET INDEX

SHEET 1: COVER SHEE
SHEET 2: SITE PLAN
SHEET 3: DETAILS AND

LEGEND

ACCEPTANCE BLO

BY: _____
TOWN ENGINEER / D

_____
MARANA PLANNING E

_____
NORTHWEST FIRE DI

OWNER:
CORNERSTONE HOMES ATMOORE ROAD, LLC
616 W. LAS LOMITAS ROAD
TUCSON, AZ 85704
ATTN: JOHN AGRESTI
PHONE: (520) 795-4873
EMAIL: JOHN@CORNERSTONEHOMEAZ.COM

DEVELOPER:
CORNERSTONE HOMES
616 W. LAS LOMITAS ROAD
TUCSON, AZ 85704
ATTN: JOHN AGRESTI
PHONE: (520) 795-4873
EMAIL: JOHN@CORNERSTONEHOMEAZ.COM

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

NW CORNER SECTION 31
CALCULATED PER (4)
PC DOT REFERENCE PINS
AT CAMINO DE OESTE

N.W. CORNER
NE 1/4 NW 1/4
SECTION 31

N 89°46'45" E 1210.17'
1157.20'
52.97'

TAGGED "RLS 41603"

TAGGED "LS 10046"
30.8' SOUTH

BUTTERFLY MOUNTAIN
BOOK 57 PAGE 58 (M&P)
ZONE: R-144

MOORE ROAD
PUBLIC ROAD
(FORMERLY TORTOLITA ROAD #206)

20.00'
30.00'
50.00'
75.00'
42.2'
45.00'
PUBLIC R/W PER
BOOK 57 PAGE 58
(M&P)
2.0' TO EX 24' R/W
18.0' TO EX 24' W
2.00'
PUBLIC R/W TO EX 12' R/W
DEDICATION
BY THIS PLAT
27.3'
60.00'
PUBLIC R/W PER
BOOK 2 PAGE 14
(ROAD MAPS)
19.9' TO EX

N 89°46'45" E 2529.63'
1319.46'

SLOPE AND DRAINAGE
EASEMENT PER
DOCKET 13339 AT
PAGE 1313

27.4'

N 89°46'45" E 1319.48'
1289.48'
N 89°46'45" E 1319.52'

292.00'
57.21'

PUBLIC RIGHT-OF-WAY DEDICATED BY THIS PLAT
38,094 SF
0.87 ACRES

FL18
FL17

Q100=28 CFS

SLOPE AND DRAINAGE
EASEMENT PER
DOCKET 13339 AT
PAGE 1313

547.60'
377.10'

30.00'
PUBLIC EASEMENT
PER BOOK 42 PAGE 59
(ROS)

Q100=78 CFS

100-YEAR FLOODPLAIN
LIMITS

25' EROSION HAZARD
SETBACK

50.00' TYPICAL
BUILDING SETBACK
(REAR)

116.81'

50.00' TYPICAL
BUILDING SETBACK
(SIDE)

3
157,710 SF
3.62 ACRES
(MAXIMUM DISTURBANCE
ENVELOPE IS 25,000 S.F.)

50.00' TYPICAL
BUILDING SETBACK
(SIDE)

2
151,591 SF
3.48 ACRES
(MAXIMUM DISTURBANCE
ENVELOPE IS 25,000 S.F.)

S 00°13'15" E
402.00'

S 00°13'15" E
402.00'

1
144,000 SF
3.31 ACRES
(MAXIMUM DISTURBANCE
ENVELOPE IS 25,000 S.F.)

Q100=7 CFS

S 56°16'54" E
493.04'

4
144,015 SF
3.31 ACRES
(MAXIMUM DISTURBANCE
ENVELOPE IS 25,000 S.F.)

7.50' UTILITY EASEMENT
PER DOCKET 10928 AT
PAGE 402 AND
DOCKET 10928 AT PAGE 231

Q100=84 CFS

740' BETWEEN
CUL-DE-SAC
TURNAROUNDS

25.00' BY 225.00' PRIVATE
SLOPE AND DRAINAGE
EASEMENT BY THIS PLAT

10.00' PUBLIC UTILITY
EASEMENT BY THIS PLAT

2 TYP

C12
R58.00'
C5
C13
C6
R48.00'
C14
R58.00'
C7
C8
C9
C10
C11
C4
C3
C2
C1

Q100=13 CFS

2 TYP

2 TYP

2 TYP

2 TYP

2 TYP

1.0%
2.0%
1.0%

36.00'
20.00'
40.72'
CURB
24.00'
6.00'
2.00'
25.00'

S 00°05'12" E 850.00'

TAGGED "LS 10046"

SONORAN PRESERVE
ON THE BAJADA
BOOK 61 PAGE 66 (M&P)
ZONE: R-8

645.19'

7.50' UTILITY EASEMENT
PER DOCKET 6458 AT
PAGE 482

Q100=48 CFS

133.60'

84.14'

1 TYP

100-YEAR FLOODPLAIN
LIMITS

25' EROSION HAZARD
SETBACK

15.00' PUBLIC INGRESS,
EGRESS AND UTILITY
EASEMENT PER
DKT 6092 AT PG 546,
DKT 6102 AT PG 557,
DKT 6208 AT PG 342 AND
DKT 9369 AT PG 425

Q100=10 CFS

339.32'

S 52°40'08" W
516.83'

15.00' PUBLIC UTILITY
EASEMENT PER
DKT 6458 AT PAGE 482

3
U/S FL = 38.5
D/S FL = 38.0
CL = 42.76, LP
EP (S) = 42.66
EP (N) = 42.86

4
U/S FL = 39.5
D/S FL = 39.0
CL = 43.48, LP
EP (S) = 43.38
EP (N) = 43.58

25' EROSION HAZARD
SETBACK

25.00' BY 180.00' PRIVATE
SLOPE AND DRAINAGE
EASEMENT BY THIS PLAT

10.00' PUBLIC UTILITY
EASEMENT BY THIS PLAT

PROPOSE
GAT

S 00°13'24" E
392.11'

S 00°13'24" E
392.18'

5
144,013 SF
3.31 ACRES
(MAXIMUM DISTURBANCE
ENVELOPE IS 25,000 S.F.)

6
144,001 SF
3.31 ACRES
(MAXIMUM DISTURBANCE
ENVELOPE IS 25,000 S.F.)

7
144,001 S
3.31 ACR
(MAXIMUM DIST
ENVELOPE IS 25

20.00' X 100.
UTILITY EAS
ELECTRIC
FACILIT
DKT 12873

Q100=63 CFS

Q100=16 CFS

Q100=103 CFS

Q100=25 CFS

68.00'

549.82'
367.21'
373.18'

86.46'
30.18'
433.18'
142.22'
60.02'
164.97'

S 89°47' 26" W 1290.21'

TAGGED "LS 12214"

UNSUBDIVIDED
219-34-003C
ZONE: R-144

UNSUBDIVIDED
219-34-003F
ZONE: R-144

UNSUBDIVIDED
219-34-003E
ZONE: R-144

Two working days before you dig
CALL FOR THE BLUE STAKES
800-782-5348
Blue Stake Center

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

MARANA
PLANNING

PLANNING & ZONING APPLICATION

TYPE OF APPLICATION (Check One)

- Preliminary Plat
- ✓ Final Plat
- Development Plan
- Landscape Plan
- Native Plant Permit
- Water Plan
- General Plan Amendment
- Specific Plan Amendment
- Rezone/Specific Plan
- Significant Land Use Change
- SWPP
- Improvement Plan (specify type in the Description of Project box*)
- Other
- Variance
- Conditional Use Permit
- Annexation
- Minor Land Division

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	219-34-0010 & 0030			General Plan Designation (To be confirmed by staff)	
Gross Area (Acre/Sq. Ft.)	25.76			Current Zoning (To be confirmed by staff)	R-144
Development/Project Name	Cornerstone Homes on			Proposed Zoning	Same
Project Location	Moore Road 4285 W Moore Rd				
Description of Project	Large lot (3.3ac) 7 lot subdivision				
Property Owner	Cornerstone Homes at Moore Road LLC				
Street Address	616 W Los Lomitas				
City Tucson	State AZ	Zip Code 85704	Phone Number 795-4873	Fax Number –	E-Mail Address john@cornerstonehomesaz.com
Contact Person John Agresti				Phone Number/E-mail	
Applicant	STAR Consulting of AZ Attn				
Street Address	5405 E Placita Hayuco				
City Tucson	State AZ	Zip Code 85718	Phone Number 425 3795	Fax Number 529-1240	E-Mail Address
Contact Person	Erin Harris			Phone Number/E-mail	erin@starconsulting.az.com
Agent/Representative					
Street Address					
City	State	Zip Code	Phone Number	Fax Number	E-Mail Address
Contact Person				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.)

Print Name of Applicant/Agent — Signature — Date: 06/17/14

CaseLog# PRV-140036F CRW# PRV1406-003 Recv'd: 6/19/14 BY: CB, UTC

425-3795

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 3

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

In 2009, the Town of Marana received a Deed of Dedication from Tucson Electric Power Company for a 45-foot strip of Ina Road right-of-way adjacent to what is now the Ina Freedom Self Storage site, immediately east of Interstate 10. The dedication gave the Town of Marana ownership of the entire 75 foot half right-of-way of Ina Road north of the south section line of Section 36, Township 12 South, Range 12 East -- the centerline of Ina Road.

A portion of this right-of-way is shown in the Pima County Assessor's records as a Town-owned parcel of land (Pima County Assessor's Parcel Number 221-38-001E) instead of being classified and designated as Ina Road public right-of-way. If adopted, this resolution will correct this issue and designate the Town-owned parcel of land as public right-of-way.

Staff Recommendation:

Staff recommends adoption of Resolution 2015-069, designating Town-owned land at the northeast corner of Interstate 10 and Ina Road as Ina Road public right-of-way.

Suggested Motion:

I move to adopt Resolution 2015-069, designating Town-owned land at the northeast corner of Interstate 10 and Ina Road as Ina Road public right-of-way.

Attachments: Resolution 2015-069

373_Exhibits
373_LocationMap

MARANA 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

WHEREAS the Town of Marana owns certain land at the northeast corner of Ina Road and Interstate 10 as a result of a Deed of Dedication recorded in the office of the Pima County Recorder on July 1, 2009, at Docket 13591, Page 747 (Sequence 20091260235), now bearing Pima County Assessor's Parcel Number 221-38-001E and legally described and depicted in the legal description and depiction attached to and incorporated by this reference into this resolution as Exhibit A and Exhibit A-1 respectively (the "Subject Land"); and

WHEREAS the Mayor and Council of the Town of Marana find that the public interests are served by reclassifying and designating the Subject Land as Ina Road public right-of-way.

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

SECTION 1. The Subject Land, being the Town-owned land legally described on Exhibit A and depicted on Exhibit A-1 attached to and incorporated by this reference in this resolution, is hereby reclassified and designated as additional Ina Road public right-of-way.

SECTION 2. The Town Engineer and town staff are hereby authorized to take all other actions and execute all other documentation necessary to carry out this resolution.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

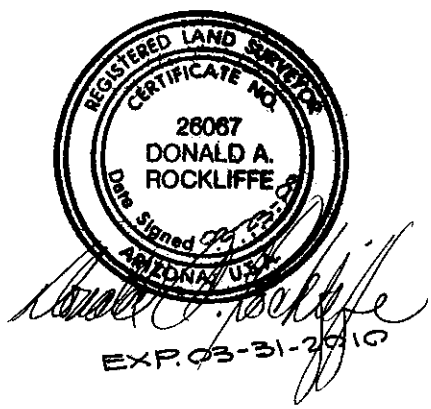
EXHIBIT A

LEGAL DESCRIPTION

A portion of that parcel conveyed to Tucson Gas & Electric Company as described in Docket 2432 at Page 0036 in the Office of the Recorder, Pima County, Arizona, more particularly described as follows:

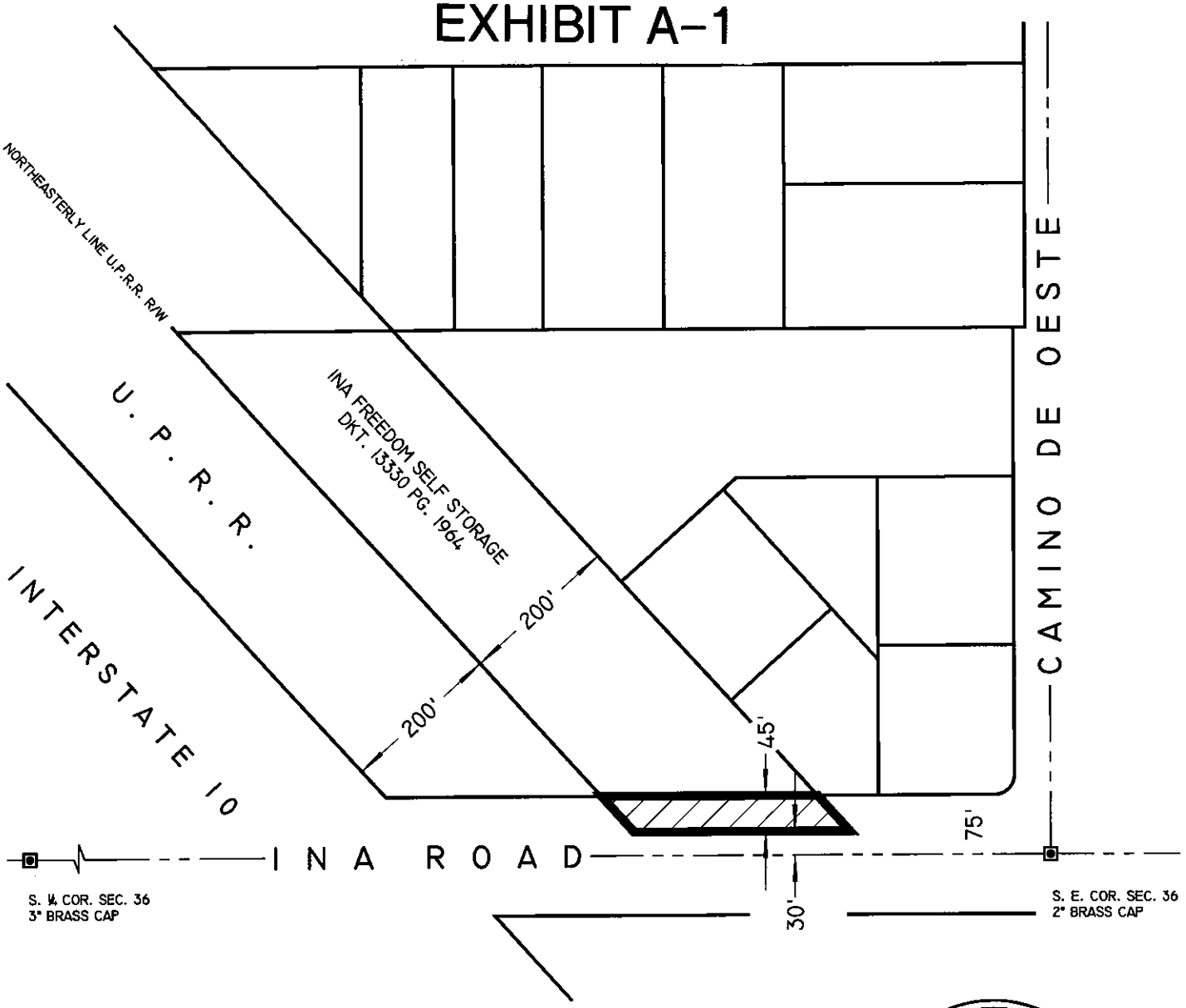
The westerly 200 feet measured perpendicularly to the northeasterly line of the Union Pacific Railroad right-of-way of the north 45 feet of the south 75 feet of the Southeast Quarter of Section 36, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona.

The above described land contains 0.279 acres, more or less.



H:/Legal Descriptions/08052 TEP 45' strip Ina Road.doc dar02-19-09

EXHIBIT A-1



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
26067
DONALD A.
ROCKLIFFE
DATE SIGNED 02-23-09
ARIZONA U.S.A.

EXPIRES 03-31-2010

A PART OF TUCSON GAS & ELECTRIC COMPANY DKT. 2432 PG. 36

P.C.N. _____
W.O.N. _____
SCALE 1" = 200'
DFT D.A.R. DATE 02 - 2009
CKR _____ DATE _____
EDD _____ DATE _____
SUP _____ DATE _____
ENG _____ DATE _____

Tucson Electric Power

Tucson Electric Power Company

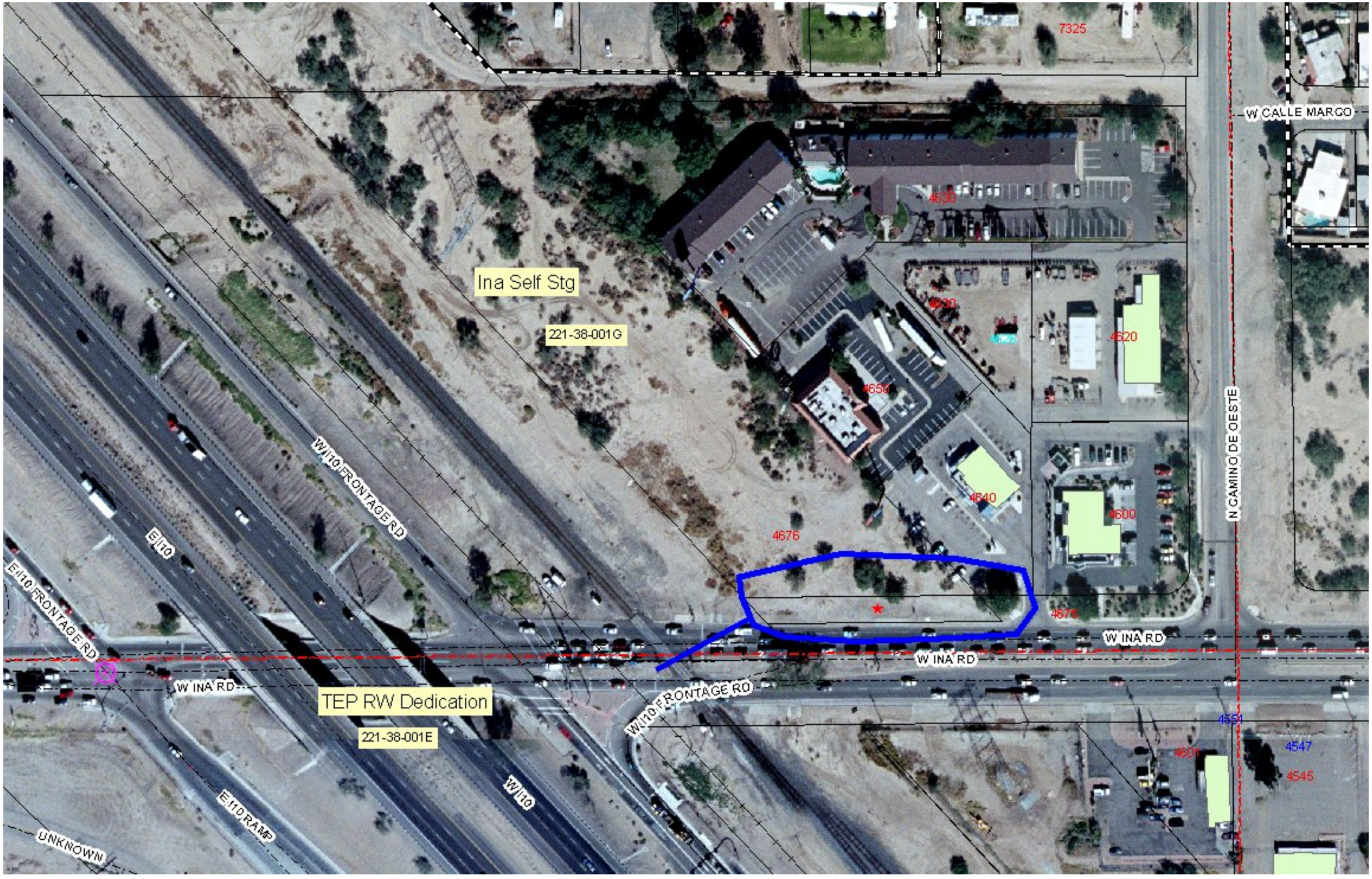
TUCSON, ARIZONA

TITLE: THE WESTERLY 200' MEASURED PERPENDICULARLY TO THE NORTHEASTERLY LINE OF THE U.P.R.R. R/W OF THE NORTH 45' OF THE SOUTH 75' OF THE SOUTHEAST ¼ OF SECTION 36, G.R.S.M. PIMA COUNTY, ARIZONA

EXHIBIT DRAWING

T 12 R 12 S 36 Q SE

STA. #	CODE	TYPE


Ina Self Stg
221-38-001G
TEP RW Dedication
221-38-001E
W CALLE MARGO
N CAMINO DE OESTE
W INA RD
W I10 FRONTAGE RD
E I10
E I10 FRONTAGE RD
E I10 RAMP
W I10
UNKNOWN
7325
4630
4620
4650
4640
4600
4676
4670
4601
4551
4547
4545

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 4

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

In October of 2014, the Marana Police Department entered into an Intergovernmental Agreement with the State of Arizona through the Department of Public Safety, authorizing Marana PD to assign one officer to the Arizona Vehicle Theft Task Force (AVTTF). The AVTTF is funded by the State one year at a time and is renewed each July 1st if funding exists. The State of Arizona has funded this task force for the next year, therefore this agreement requires the Chief of Police to execute the renewal for the 2016 Fiscal Year. This IGA funds 75% of the salary of the assigned officer and 100% of the pre-authorized overtime. DPS also assigns and maintains the officer's vehicle while assigned to the task force.

The Arizona Vehicle Theft Task Force, also known as RATTLER (Regional Auto Theft Team Law Enforcement Response), was established in January 1997 to provide statewide expertise in the investigation of property crimes involving stolen vehicles, related components and insurance fraud. The task force is comprised of city, county, state and federal law enforcement agencies participating in a concerted effort to identify, apprehend, and prosecute individuals and criminal organizations that profit from the theft of motor vehicles and related crimes. The AVTTF also provides subject matter expertise, training and investigative support to law enforcement agencies targeting vehicle theft and related crimes. The AVTTF provides a vital mission on behalf of the Arizona Automobile Theft Authority (AATA) to reduce vehicle theft in Arizona by deterring criminal activity through aggressive, proactive enforcement and by creating a public awareness through community education. Through continued grant funding from AATA, the AVTTF will

continue to provide exemplary services to the citizens of the Arizona.

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

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$85,000

The officer assigned to this task force has been accounted for within this current budget year. This agreement pays 75% of the officer's salary, leaving the Town to cover the remaining 25%. DPS will also pay for task force-related overtime and provide and maintain a vehicle for the officer.

Staff Recommendation:

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

Suggested Motion:

I move to adopt Resolution No. 2015-070, approving and authorizing the Chief of Police to to execute a renewal of an existing 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.

Attachments: Resolution 2015-070
IGA Renewal

MARANA RESOLUTION NO. 2015-070

RELATING TO 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

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

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

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

WHEREAS on October 7, 2014, the Town Council adopted Resolution No. 2014-096, approving and authorizing the Chief of Police to execute an intergovernmental agreement with the Arizona Department of Public Safety regarding the administration, funding and operation of the AVTTF for fiscal year 2015; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to renew the AVTTF intergovernmental agreement for fiscal year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, approving the renewal of the intergovernmental agreement between DPS and the Town of Marana Police Department for the AVTTF, attached to this resolution as Exhibit A, and authorizing the Chief of Police to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602)223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY Governor
FRANK L. MILSTEAD Director

June 17, 2015

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

Re: IGA Contract #2014-212

Dear Chief Rozema:

In accordance with Section XV of the Intergovernmental Agreement (IGA) between our agencies, please be advised that the Department of Public Safety will be exercising its option to renew this agreement between your agency and the Vehicle Theft Task Force (VTTF).

Your signature below will continue the IGA which will remain valid and in effect until June 30, 2016. Please return this letter in the envelope provided.

If you have any questions, please feel free to contact me at (602) 223-2629 or by email at bcampbell@azdps.gov.

Sincerely,

Bruce Campbell, Captain
Criminal Investigations Bureau

nt

CONCUR:

_____ _____

Terry Rozema, Chief
Marana Police Department

Date

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item C 5

To: Mayor and Council

From: Shannon Shula, Planner I

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

History
The final plat for Saguaro Springs Block 4 was approved by the Town Council on December 19, 2006 by Resolution 2006-207. An amended final replat for Saguaro Springs Block 4 was approved by the Town Council on December 17, 2013 by Resolution 2013-118. The replat increased Common Areas 'B', removed lots 476, 557, 558 and 559, and reconfigured lots 441, 477, 480, 481, 491, 492, 513, 545, 546, 536, 548, 549, 556, 559, 560, 579, and 607.

Common Area 'A' was noted on the preliminary plat of Saguaro Springs Blocks 8A and 4 by Resolution 2005-91 approved on July 19, 2005. However, it was not included in the final plat of Saguaro Bloom Block 4 (Resolution 2006-07) approved on December 19, 2006 or on the final replat of Saguaro Bloom Block 4 (Resolution 2013-118) approved on December 17, 2013. The error was noted and is addressed in this final replat request.

Request
Michael Baker Inc., on behalf of Marana 670 Holdings, LLC, is requesting approval of a final replat of Saguaro Bloom Block 4 (formally Saguaro Springs Block 4). The requested replat is being proposed to increase open space and passive recreation areas within the community in Common Area 'B'. This will be accomplished through the elimination of lot 548, therefore increasing adjacent lot 549 from 7,128 square feet to 8,423 square feet and Common Area 'B' from 19,403 square feet to 24,304 square feet. Common Area 'A' has been noted and included in this final replat.

Location
The proposed development is located on the northwest corner of N. Saguaro Peaks Boulevard and W. Twin Peaks Road.

Zoning
Block 4 is zoned R-6 (single-family residential, minimum lot size 6,000 square feet). The replatted area has a minimum lot size of 6,000 square feet (lot 491), a maximum lot size of 8,690 square feet (lot 441) and an average lot size of 6,576 square feet.

Transportation
Access to Saguaro Bloom is provided by W. Twin Peaks Road to the south and W. Lambert Lane to the north. The primary spine roads, N. Saguaro Highlands Drive and N. Saguaro Peaks Boulevard connect W. Twin Peaks Road to W. Lambert Lane. Block 4 has two access points, one from N. Saguaro Peaks Boulevard and one on N. Saguaro Highlands Drive.

Staff Recommendation:

Staff finds that the final replat is in compliance with the Dove Mountain Specific Plan, the Marana Land Development Code and the Marana General Plan. Staff recommends approval of this final plat.

Suggested Motion:

I move to adopt Resolution No. 2015-071, 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'.

Attachments: Resolution 2015-071
Final Plat
Location Map
Application

MARANA 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'.

WHEREAS, the Saguaro Springs Block 4 Final Plat was approved by the Town Council on December 19, 2006, as Resolution 2006-207; and

WHEREAS, the partial replat for Saguaro Bloom Block 4 (formerly Saguaro Springs Block 4) lots 441, 476, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 547, 548, 549, 556, 557, 558, 559, 560, 579, 607, and Common Area 'B' was approved by the Town Council on December 17, 2013, as Resolution 2013-118; and

WHEREAS, the applicant, Michael Baker Inc., representing the property owners, has applied for approval of a partial 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' on 6.95acres, and generally located on the northwest corner of N. Saguaro Peaks Boulevard and W. Twin Peaks Road, within Sections 18 & 19, Township12 South, Range 12 East; and

WHEREAS, the Town Council, at their June 30, 2015 meeting find that the final plat 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', should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the final plat 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', is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

□□□□□□□□□□□□

1. THE GROSS AREA OF THE SUBDIVISION IS: 6.9519 ACRES (302,825 S.F.)
2. THE TOTAL NUMBER OF LOTS IS: 19
3. COMMON AREAS 'A' AND 'B' (OPEN SPACE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE & SIGNAGE): 4.0837 ACRES (177,886 S.F.)

   LOTS: 2.8682 ACRES (124,939 S.F.)
4. GROSS DENSITY OF THIS SUBDIVISION IS 2.73 R.A.C.
5. TOTAL MILES OF NEW PUBLIC STREETS: 0.00 MILES.
6. ZONING DESIGNATION: R-6
7. MINIMUM ALLOWABLE LOT SIZE PER R-6 ZONING DESIGNATION: 6,000 S.F.
8. MINIMUM LOT SIZE IS 6,000 SF. (LOT 491)
   MAXIMUM LOT SIZE IS 8,690 SF. (LOT 441)
   AVERAGE LOT SIZE IS 6,576 SF.
9. MAXIMUM ALLOWABLE BUILDING HEIGHT PER R-6 ZONING DESIGNATION: 2 STORIES OR 25 FEET, EXCEPT AS OTHERWISE PERMITTED BY THE RESIDENTIAL DESIGN STANDARDS TO A MAXIMUM OF 30 FEET.
10. BUILDING SETBACKS PER R-6 ZONING DESIGNATION:
    A. FRONT: 16 FEET, EXCEPT WHERE GARAGES OPEN OR FACE DIRECTLY ONTO AN ABUTTING STREET, IN WHICH CASE THE SETBACK IS 20 FEET.
    B. SIDE: 5 FEET, STREET SIDE YARD SETBACK IS 10 FEET,
    C. REAR: 20 FEET, WHERE THE FRONT YARD (SETBACK) IS INCREASED ABOVE 20 FEET, THEN THE REAR YARD (SETBACK) MAY REDUCE 1 FOOT FOR EACH FOOT OF INCREASE, BUT SHALL NOT BE REDUCED BELOW 15 FEET. WHERE THE FRONT YARD (SETBACK) IS DECREASED BELOW THE 20 FEET, THE REAR YARD (SETBACK) SHALL INCREASE 1 FOOT FOR EACH FOOT OF DECREASE, BUT SHALL NOT BE REQUIRED TO BE OVER 25 FEET.
11. BUILDING SEPARATION (DISTANCE BETWEEN STRUCTURES/BUILDINGS): THE MINIMUM DISTANCE BETWEEN PRINCIPAL BUILDINGS SHALL BE 10 FEET. THE MINIMUM DISTANCE BETWEEN A PRINCIPAL BUILDING AND AN ACCESSORY BUILDING, OR BETWEEN TWO ACCESSORY BUILDINGS SHALL BE 5 FEET. ATTACHED PATIO STRUCTURES: A MINIMUM SETBACK OF 5 FEET SHALL BE MAINTAINED FROM REAR AND SIDE PROPERTY LINES TO A PATIO STRUCTURE THAT IS OPEN AND UNENCLOSED ON THREE SIDES.
12. PARKING REQUIREMENTS: 2 PARKING SPACES PER LOT, IN A GARAGE (MINIMUM 20' X 20' INTERNAL DIMENSION). MINIMUM 20 FEET SEPARATION IS REQUIRED BETWEEN DRIVEWAYS. FOR CORNER LOT, NO DRIVEWAY SHALL BE CLOSER THAN 35 FEET TO THE POINT OF INTERSECTION OF THE RIGHT-OF-WAY LINES.
13. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FROM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
14. THE 100-YEAR FREQUENCY FLOOD WILL BE ENTIRELY CONTAINED WITHIN CONSTRUCTED DRAINAGE IMPROVEMENTS OR NATURAL DRAINAGEWAYS.
15. NO FURTHER LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE MARANA TOWN COUNCIL.
16. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY, OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
17. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES ON COMMON AREAS AND LOTS SHALL BE PLACED SO AS NOT TO INTERFERE WITH THE VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISHED GRADE OF THE ROADWAY SURFACE.
18. THIS PROJECT SHALL COMPLY WITH THE CONDITIONS SET FORTH IN TOWN OF MARANA ORDINANCE NUMBERS 87.04, 97.04 AND 99.14
19. THIS DEVELOPMENT WILL CONFORM TO THE TOWN OF MARANA'S RESIDENTIAL DESIGN STANDARDS. PER THE ADOPTED DEVELOPMENT AGREEMENT, EACH HOME WILL HAVE FOUR SIDED ARCHITECTURE.
20. ALL DWELLINGS OVER 3,600 SQUARE FEET OF AREA UNDER ROOF MAY REQUIRE ADDITIONAL FIRE PROTECTION.
21. REQUIRED FIRE-FLOW FOR THIS PROJECT IS 1,000 GPM FOR A DURATION OF 120 MINUTES. ALL FIRE HYDRANTS MUST BE IN SERVICE AND ACCESSIBLE VIA AN ALL WEATHER ACCESS BEFORE COMBUSTIBLE CONSTRUCTION OCCURS.
22. DRAINAGE WAYS AND DETENTION/RETENTION BASINS WILL BE CONSTRUCTED IN ACCORDANCE WITH APPROVED PLANS, PRIOR TO THE ISSUANCE OF ANY PERMITS FOR THE FOLLOWING LOTS: 154-206
23. THE PROPOSED RECREATIONAL FACILITIES AND PARKING IMPROVEMENTS MUST BE IN PLACE AND INSTALLED BY THE TIME 50% OF THE BUILDING PERMITS ARE ISSUED, OR A BOND ACCEPTABLE TO THE TOWN OF MARANA MUST BE SECURED TO GUARANTEE THE REQUIRED IMPROVEMENTS.
24. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY. THIS PROPERTY IS APPROXIMATELY 3 MILES FROM THE MARANA REGIONAL AIRPORT AND APPROXIMATELY 1 MILE FROM FAA APPROVED FLIGHT TRAINING AEROBATIC BOX. THIS PROPERTY IS SUBJECT TO AIRCRAFT NOISE AND AIRCRAFT OVERFLIGHTS. AVIGATION EASEMENT RECORDED AT DOCKET 12292, PAGE 6650.
25. BUYERS WILL BE NOTIFIED OF THE EL PASO HIGH PRESSURE NATURAL GAS LINE THAT IS ADJACENT TO THIS SUBDIVISION. THIS SUBDIVISION ALSO FALLS WITHIN THE EXISTING BLANKET EASEMENT FOR TUCSON GAS & ELECTRIC RECORDED IN BOOK 110, PAGE 371 OF MISCELLANEOUS RECORDS, P.C.R..
26. THIS PLAT IS A RESUBDIVISION OF SAGUARO SPRINGS, BLOCK 4 PLAT AS RECORDED IN BOOK 62 OF MAPS & PLATS, PAGE 6, PIMA COUNTY RECORDER, ALSO BEING CASE NUMBER: PRV-04131F/1C. LOTS TO BE REMOVED BY THIS PLAT ARE AS FOLLOWS: 476, 547, 548, 557 AND 558.
27. THE GHOSTED LOT NUMBERS SHOWN ON THIS REPLAT ARE FOR REFERENCE ONLY. THESE LOTS HAVE NOT BEEN RESUBDIVIDED PER THIS REPLAT.
28. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.

C□□□I□IC□□I□□□□□□□□V□□

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

SCOTT A. NELSON
REGISTERED LAND SURVEYOR
R.L.S. NUMBER 21782

REGISTERED LAND SURVEYOR — 21782 — SCOTT A. NELSON — 6/8/15 — ARIZONA, U.S.A. — Expires: 09/30/15

□□□IC□□I□□

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

WE HEREBY DEDICATE TO THE PUBLIC ALL RIGHTS-OF-WAY SHOWN HEREON, INCLUDING ALL STREETS AND EASEMENTS. UTILITY EASEMENTS AS SHOWN HEREON ARE DEDICATED FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UTILITIES AND PUBLIC SEWERS. EXCLUSIVE EASEMENTS FOR TOWN USES AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN OF MARANA.

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

PRIVATE DRAINAGEWAYS AND COMMON AREAS 'A' AND 'B', AS SHOWN HEREON, ARE RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, THEIR GUESTS AND INVITEES. COMMON AREAS 'A' AND 'B' AS SHOWN HEREON ARE DEDICATED TO THE TOWN OF MARANA, PIMA COUNTY AND ALL UTILITY COMPANIES, PUBLIC OR PRIVATE, AS EASEMENTS FOR THE PURPOSES OF ACCESS, INSTALLATION, OPERATION AND MAINTENANCE OF ABOVEGROUND AND UNDERGROUND UTILITIES AND PUBLIC SEWERS. TITLE TO THE LAND OF ALL PRIVATE DRAINAGEWAYS AND COMMON AREAS 'A' AND 'B' SHALL BE VESTED IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS, AS ESTABLISHED BY COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCKET 12923, AT PAGE 1 IN THE OFFICE OF THE PIMA COUNTY RECORDER, EACH AND EVERY LOT OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH WILL ACCEPT RESPONSIBILITY FOR THE CONTROL, MAINTENANCE, SAFETY AND LIABILITY OF THE PRIVATE DRAINAGEWAYS AND COMMON AREAS 'A" AND 'B' WITHIN THIS SUBDIVISION, AS SHOWN HEREON.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, (REDOMESTICATED FROM CALIFORNIA EFFECTIVE JULY 1, 2014) AS TRUSTEE UNDER TRUST NO. 8692, AND NOT PERSONALLY.

_____
TRUST OFFICER

□C□□□W□□□□M□□□

STATE OF ARIZONA
)SS
COUNTY OF MARICOPA

ON THIS THE _____ DAY OF _____ 2015, BEFORE ME, THE UNDERSIGNED PERSONALLY APPEARED _____, WHO ACKNOWLEDGED HIM/HERSELF TO BE THE _____, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREON CONTAINED.

_____ _____
MY COMMISSION EXPIRES NOTARY PUBLIC

□□□□□□□□□□□□□C□□□I□□□□

29. PLANTING WITHIN PUBLIC SEWER EASEMENTS SHALL NOT BE ALLOWED. IN SPECIAL CASES WHERE THE SEWERS ARE IN ENVIRONMENTAL SENSITIVE AREAS LANDSCAPING SHALL BE IN ACCORDANCE WITH THE LANDSCAPE AND PLANTING GUIDELINES FOR PUBLIC SEWERS OF THE ENGINEERING DESIGN STANDARDS 2012, SUBSECTION 7.7.
30. GATES AND LOCKS LIMITING THE MAINTENANCE AND ACCESS THROUGH THE PUBLIC SEWER EASEMENT SHALL MEET THE REQUIREMENTS OF THE ENGINEERING DESIGN STANDARDS 2012, SUBSECTION 7.5.

C□□□I□IC□□I□□□□□□□□□□I□□□□I□□

I HEREBY CERTIFY THAT THE 100-YEAR FLOOD PRONE LIMITS AND EROSION HAZARD SETBACKS WERE REVIEWED AND SHOWN UNDER MY SUPERVISION.

DANIEL J. POTTINGER
REGISTERED PROFESSIONAL ENGINEER
P.E. NUMBER 36384

Registered Professional Engineer (Civil) — CERTIFICATE NO. 36384 — DANIEL J. POTTINGER — Date Signed 06/08/15 — ARIZONA, U.S.A. — Expires: 6/30/16

□□□□□V□□□

TOWN OF MARANA APPROVALS

BY_____ P.E. _____
MARANA TOWN ENGINEER/DEVELOPMENT ENGINEER DATE

_____ _____
MARANA PLANNING DIRECTOR DATE

I, _____, CLERK OF THE TOWN OF MARANA HEREBY CERTIFY THAT THIS PLAT (OR PLAN) WAS APPROVED BY THE TOWN AND COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20_____.

PIMA COUNTY APPROVALS

_____ _____
PIMA COUNTY REGIONAL DATE
WASTEWATER RECLAMATION DEPARTMENT

□□□□□□□C□□

ASSURANCES IN THE FORM OF THIRD PARTY TRUST FROM FIRST AMERICAN TITLE INSURANCE COMPANY AS RECORDED IN SEQUENCE NUMBER 20123610299 HAS BEEN PROVIDED TO GUARANTEE DRAINAGE AND STREET IMPROVEMENTS (INCLUDING MONUMENTS) AND UTILITY IMPROVEMENTS (ELECTRIC, TELEPHONE, GAS, SEWER, WATER) IN THIS SUBDIVISION.

BY _____ _____
TOWN OF MARANA DATE

□□□□□□□W□□□□□□□□□

THIS SUBDIVISION LIES WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.

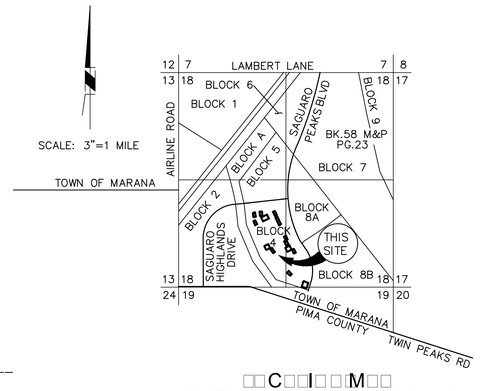
BY _____ _____
UTILITY DIRECTOR DATE
TOWN OF MARANA

W□□□□□□□VI□□□

TOWN OF MARANA

□□□I□□□□□□□□I□□

THE BASIS OF BEARING FOR THIS SUBDIVISION IS THE LINE BETWEEN THE FOUND MONUMENTS AT THE NORTHEAST CORNER OF SECTION 18 AND THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, G. & S.R.M., PER THE FINAL BLOCK PLAT OF SAGUARO SPRINGS, RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23, PIMA COUNTY RECORDS, PIMA COUNTY, ARIZONA. SAID BEARING BEING N89°45'48"E.



□□C□□□I□□□□C□

RECORDING
STATE OF ARIZONA) FEE _____
)SS

COUNTY OF PIMA NO. _____
THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____
DAY OF _____, 20_____, AT _____M. IN SEQUENCE NUMBER _____ THEREOF.
F. ANN RODRIQUEZ _____
PIMA COUNTY RECORDER BY DEPUTY

□□□□□

———	BOUNDARY LINE
—— – – ——	SECTION LINE
—— – ——	STREET CENTERLINE
— — — —	EASEMENT LINE (AS NOTED)
———	LOT LINE
L1	LINE NUMBER
C1	CURVE NUMBER
(RAD)	RADIAL BEARING
◉	FOUND 2" BRASS CAP FLUSH STAMPED "RLS 12537"
•	SET 1/2" IRON REBAR AND CAP STAMPED "RLS 21782"
NAE	NO ACCESS EASEMENT PER THIS FINAL PLAT (PUBLIC EASEMENT)
PUE	PUBLIC UTILITY, ROADWAY MAINTENANCE AND SIGNAGE EASEMENT PER BK. 62 M&P PG. 6
NSVT	NEAR SIDE SIGHT VISIBILITY TRIANGLE PER BK. 62 M&P PG. 6 (PUBLIC EASEMENT)
FSVT	FAR SIDE SIGHT VISIBILITY TRIANGLE PER BK. 62 M&P PG. 6 (PUBLIC EASEMENT)
C□□□ □□□	COMMON AREA LOT NUMBER
☆	APPROXIMATE DRIVEWAY LOCATION FOR CORNER LOTS

□□□□□I□□□□

1 COVER SHEET
2-6 PLAN SHEETS

3 4 5 6 7 — LINE&CURVE DATA — KEY MAP

SAGUARO BLOOM, 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'

A REPLAT OF LOTS 441, 476, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 547, 548, 549, 556, 557, 558, 559, 560, 579, 607 AND COMMON AREAS 'A' AND 'B' RECORDED AS SAGUARO SPRINGS, BLOCK 4 IN BOOK 62 OF MAPS & PLATS, PAGE 6, PIMA COUNTY RECORDER LOCATED IN PORTIONS OF SECTION 18 & SECTION 19, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C JUNE 2015 SHEET __1__ OF __7__

□□V□□□□□

TWIN PEAKS DEVELOPMENT INC.
BRIAN BAEHR
7377 E. DOUBLETREE RANCH ROAD, SUITE 100
SCOTTSDALE, AZ 85258
OFFICE 480-998-2661

□W□□□

MARANA 670 HOLDINGS, LLC
BRIAN BAEHR
7377 E. DOUBLETREE RANCH ROAD, SUITE 100
SCOTTSDALE, AZ 85258
OFFICE 480-998-2661

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
2929 NORTH CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85012-2794
602.279.1234 ▪ FAX 602.279.1411 ▪ www.RBF.com

SEQUENCE NO. _____

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SEQUENCE NO. _____

100 50 0 100 200 300
SCALE: 1"=100''

BLOCK C, SAGUARO SPRINGS
(BK. 58 M&P, PG. 23)
PUBLIC DRAINAGEWAY AND OPEN SPACE

C.A. 'A'

N. MELANDRA WAY (PUBLIC STREET)

W. ROLLING SPRINGS DRIVE (PUBLIC STREET)

W. HIDDEN SAGUARO TRAIL (PUBLIC STREET)

W. TWIN SPRINGS DRIVE (PUBLIC STREET)

W. CLOUDWOOD DRIVE (PUBLIC STREET)

W. SILENTSAGUARO DRIVE (PUBLIC STREET)

W. GRAYLING DRIVE (PUBLIC STREET)

W. BIRCHOVER DRIVE (PUBLIC STREET)

W. ALVERTON DRIVE (PUBLIC STREET)

N. SPRING CROSSING WAY (PUBLIC STREET)

N. HAVENWOOD WAY (PUBLIC STREET)

N. SAGUARO HIGHLANDS DRIVE (PUBLIC STREET PER BK. 58 M&P, PG. 23)

BLOCK 5,
SAGUARO SPRINGS
(BK. 58 M&P, PG. 23)
ZONE R-6

546 545 549 607 560 559 579 556 536 441 480 481 477 485 486 487 491 492 513

C.A. 'B'

46' 78' 110'

SOUTH QUARTER CORNER,
SECTION 18,
FOUND 1/2" REBAR WITH
TAG "RLS 14172"

N89°50'37"E
332.33'

60' RIGHT OF WAY PER
BK. 2 ROAD MAPS, PG. 151

45' RIGHT OF WAY PER
BK. 58 M&P, PG. 23

TWIN PEAKS ROAD
(PUBLIC STREET)

S17°22'49"E 295.59'

Q100 = 2530 CFS

N. SAGUARO PEAKS BOULEVARD
(PUBLIC STREET PER BK. 58 M&P, PG. 23)

NORTH QUARTER CORNER,
SECTION 18,
FOUND 3/4" IRON PIPE

N89°45'48"E 2640.91' (BASIS OF BEARINGS)

SAGUARO SPRINGS, BLOCK 8A
(BK. 62 M&P, PG. 7)
RESIDENTIAL
ZONE R-6

EAST QUARTER CORNER,
SECTION 18,
MONUMENT NOT FOUND

N00°07'00"W 2643.35'

NORTHEAST CORNER,
SECTION 18,
FOUND 1/2" REBAR
WITH 1 1/2" LEAD CAP

SAGUARO SPRINGS, BLOCK 8B
(BK. 62 M&P, PG. 8)
RESIDENTIAL
ZONE R-6

2639.28'

N00°04'44"W 2645.51'

SOUTHEAST CORNER,
SECTION 18,
FOUND 1/2" REBAR
WITH TAG "RLS 14172"

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A.
NELSON
6/4/15
ARIZONA, U.S.A.
Expires: 09/30/15

SAGUARO BLOOM, 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'

A REPLAT OF LOTS 441, 476, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 547, 548, 549, 556, 557, 558, 559, 560, 579, 607 AND COMMON AREAS 'A' AND 'B'
RECORDED AS SAGUARO SPRINGS, BLOCK 4 IN
BOOK 62 OF MAPS & PLATS, PAGE 6, PIMA COUNTY RECORDER
LOCATED IN PORTIONS OF SECTION 18 & SECTION 19,
TOWNSHIP 12 SOUTH, RANGE 12 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA
TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C JUNE 2015 SHEET 2 OF 7

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
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602.279.1234 ▪ FAX 602.279.1411 ▪ www.RBF.com

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SCALE: 1"=40'

KEY MAP

SEE DETAIL "A"

SEE DETAIL "A"

N. SAGUARO HIGHLANDS DRIVE (PUBLIC STREET PER BK. 58 M&P, PG. 23)

W. ALVERTON DRIVE (PUBLIC STREET)

W. BIRCHOVER DRIVE (PUBLIC STREET)

N. MELANDRA WAY (PUBLIC STREET)

N. SPRING CROSSING WAY (PUBLIC STREET)

N. HAVENWOOD WAY (PUBLIC STREET)

N. SAGUARO PEAKS BOULEVARD (PUBLIC STREET PER BK. 58 M&P, PG. 23)

BLOCK C, SAGUARO SPRINGS (BK. 58 M&P, PG. 23) PUBLIC DRAINAGEWAY AND OPEN SPACE

C.A. 'A' 36,284 SQ. FT.

C.A. 'B' 48,150 SQ. FT.

480 6,344 SQ. FT.

477 6,895 SQ. FT.

481 6,124 SQ. FT.

485 6,050 SQ. FT.

486 6,050 SQ. FT.

487 6,050 SQ. FT.

491 6,000 SQ. FT.

20'X15' QWEST EASEMENT BY THIS PLAT

20' PUBLIC SEWER EASEMENT BY THIS PLAT

20' PUBLIC SEWER EASEMENT BY THIS PLAT

1' NAE

1' EXIST NAE

EXIST 10' PUE

EXIST FSVT

EXIST NSVT

SEQUENCE NO. _____

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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21782
SCOTT A. NELSON
6/4/15
ARIZONA, U.S.A.
Expires: 09/30/15

SAGUARO BLOOM, 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'

A REPLAT OF LOTS 441, 476, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 547, 548, 549, 556, 557, 558, 559, 560, 579, 607 AND COMMON AREAS 'A' AND 'B' RECORDED AS SAGUARO SPRINGS, BLOCK 4 IN BOOK 62 OF MAPS & PLATS, PAGE 6, PIMA COUNTY RECORDER LOCATED IN PORTIONS OF SECTION 18 & SECTION 19, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C JUNE 2015 SHEET 3 OF 7

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NOTE:
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SEQUENCE NO.

SEQUENCE NO. _____

MATCH SHEET 3

W. BIRCHOVER DRIVE (PUBLIC STREET)

EXIST 10' PUE

23'

7.14'

EXIST FSVT

56.00'

C41

C7

9009

492
6,160 SQ. FT.

N25°43'02"W 110.00'

1' NAE

C.A. 'B'
3,944 SQ. FT.

N64°16'58"E 56.00'

C42

9007

513
6,176 SQ. FT.

N25°43'02"W 102.21'

EXIST NSVT

37.87'

C43

C44

C8

N. HAVENWOOD WAY (PUBLIC STREET)

55'

55'

110'

BLOCK C, SAGUARO SPRINGS (BK. 58 M&P, PG. 23) PUBLIC DRAINAGEWAY AND OPEN SPACE

S22°49'05"E 195.00'

N22°49'05"W 856.23'

260.53' N22°49'05"W

S26°26'26"E 85.23'

C22

W. GRAYLING DRIVE (PUBLIC STREET)

23'

46'

N64°16'58"E 690.16'

N56°41'06"E 110.09'

C90

S56°41'06"W 110.00'

S33°17'56"E 65.00'

C.A. 'A'
56,254 SQ. FT.

S28°44'48"E 65.21'

C21

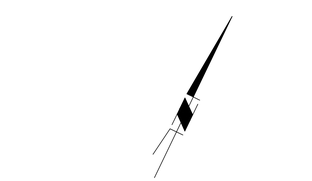
C20

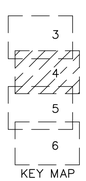
C9

C3

N. SAGUARO PEAKS BOULEVARD (PUBLIC STREET PER BK. 58 M&P, PG. 23)

MATCH SHEET 5





REGISTERED LAND SURVEYOR
21782
SCOTT A. NELSON
6/4/15
Date
ARIZONA, U.S.A.
Expires: 09/30/15

SAGUARO BLOOM, 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'

A REPLAT OF LOTS 441, 476, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 547, 548, 549, 556, 557, 558, 559, 560, 579, 607 AND COMMON AREAS 'A' AND 'B' RECORDED AS SAGUARO SPRINGS, BLOCK 4 IN BOOK 62 OF MAPS & PLATS, PAGE 6, PIMA COUNTY RECORDER LOCATED IN PORTIONS OF SECTION 18 & SECTION 19, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C

JUNE 2015

SHEET 4 OF 7

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H:\PDATA\136112_Saguaro Bloom\CADD\Mapping\RePlat\4574-PM04.dwg

MATCH SHEET 4

MATCH SHEET 6

W. ROLLING SPRINGS DRIVE (PUBLIC STREET)

W. HIDDEN SAGUARO TRAIL (PUBLIC STREET)

W. TWIN SPRINGS DRIVE (PUBLIC STREET)

N. MELANDRA WAY (PUBLIC STREET)

N. HAVENWOOD WAY (PUBLIC STREET)

N. SAGUARO PEAKS BOULEVARD (PUBLIC STREET PER BK. 58 M&P, PG. 23)

BLOCK C, SAGUARO SPRINGS (BK. 58, M&P, PG. 23) PUBLIC DRAINAGEWAY AND OPEN SPACE

C.A. 'A' 56,254 SQ. FT.

C.A. 'B' 24,304 SQ. FT.

C.A. 'B' 6,320 SQ. FT.

C.A. 'B' 7,781 SQ. FT.

C.A. 'B' 19,148 SQ. FT.

546 6,002 SQ. FT.

545 6,050 SQ. FT.

549 8,423 SQ. FT.

536 6,002 SQ. FT.

556 7,534 SQ. FT.

560 7,377 SQ. FT.

559 6,155 SQ. FT.

579 6,025 SQ. FT.

SCALE: 1"=40'

KEY MAP

SEQUENCE NO.

SEQUENCE NO. _____ Page 47 of 150

SCOTT A. NELSON 21782 REGISTERED LAND SURVEYOR Expires: 09/30/15 ARIZONA, U.S.A.

SAGUARO BLOOM, 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'

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TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C

JUNE 2015

SHEET 5 OF 7

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SEQUENCE NO. _____

MATCH SHEET 5

W. CLOUDWOOD DRIVE (PUBLIC STREET)

S64°28'22"W
263.64'

C.A. 'A'
56,254
SQ. FT.

S53°22'48"E 79.73'
S61°26'06"E 79.73'
N24°02'15"E 112.00' (RAD)
S24°02'15"W 111.43'

607
6,891
SQ. FT.
(897')

N51°11'36"W 101.00' (RAD)
N40°36'15"W 111.12'

EXIST 10' PUE
EXIST NSVT
1' NAE
1' EXIST NAE
EXIST FSVT
EXIST 10' PUE

C.A. 'B'
17,985
SQ. FT.

N72°22'49"W 300.00'
222.49'
N57°35'34"W 142.99'

S72°22'49"E 270.53'

BLOCK C, SAGUARO SPRINGS
(BK. 58 M&P, PG. 23)
PUBLIC DRAINAGEWAY AND OPEN SPACE

N. MELANDRA WAY
(PUBLIC STREET)

N17°37'11"E 110.00'
S17°37'11"W 110.00'

(PUBLIC STREET)
W. SILENT SAGUARO DRIVE

N. HAVENWOOD WAY
(PUBLIC STREET)

N. SAGUARO PEAKS BOULEVARD
(PUBLIC STREET PER BK. 58 M&P, PG. 23)

SOUTH QUARTER CORNER,
SECTION 18,
FOUND 1/2" REBAR WITH
TAG "RLS 14172"

N89°50'37"E 2639.28'
332.33'
N72°22'49"W 819.15'

S72°22'49"E 396.16'
260.00'
295.59'

441
8,690
SQ. FT.
(861')

N17°37'11"E 104.87'
S17°37'11"W 101.93'
70.00'

RADIAL
N41°57'32"W 74.68'
1' NAE
S71°12'20"E 98.31'

C.A. 'B'
19,148
SQ. FT.

N16°33'33"E 142.90'
N16°33'33"E 424.97'
66.16'
6.00'
55'
110'
55'

EXIST 10' PUE

23' 23'
46'
7.50'

C1 C12 C13 C14 C15 C16 C17 C20 C28 C29 C60 C69 C70 C71 C72 C73 C74 C75 C76 C80 C81 C92
L4 L16 L18 L19 L20 L28 L29

40 20 0 40 80 120
SCALE: 1"=40'

3
4
5
6
KEY MAP

NOTE:
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REGISTERED LAND SURVEYOR
21782
SCOTT A. NELSON
6/4/15
ARIZONA, U.S.A.
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TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C

JUNE 2015

SHEET 6 OF 7

H:\PDATA\136112_Saguaro Bloom\CADD\Mapping\RePlat\4574-PM06.dwg

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT
C1	887.76'	1000.00'	50°51'54"	858.89'	N08°52'24"W	475.53'
C2	66.49'	2250.00'	1°41'35"	66.49'	S33°27'33"E	33.25'
C3	1036.33'	2250.00'	26°23'23"	1027.19'	S19°25'04"E	527.52'
C4	194.73'	1125.00'	9°55'02"	194.48'	S78°48'59"W	97.61'
C5	170.40'	627.00'	15°34'18"	169.88'	N88°26'21"W	85.73'
C6	132.34'	777.00'	9°45'32"	132.18'	N23°12'35"W	66.33'
C7	45.15'	777.00'	3°19'47"	45.15'	N16°39'55"W	22.58'
C8	223.72'	2446.50'	5°14'22"	223.64'	S17°37'13"E	111.94'
C9	266.36'	2446.50'	6°14'17"	266.23'	S23°21'32"E	133.31'
C10	261.95'	2446.50'	6°08'05"	261.83'	S29°32'43"E	131.10'
C11	72.30'	2446.50'	1°41'35"	72.29'	S33°27'33"E	36.15'
C12	221.33'	803.50'	15°46'56"	220.63'	N26°24'53"W	111.37'
C13	319.53'	803.50'	22°47'05"	317.43'	N07°07'52"W	161.90'
C14	161.96'	380.00'	24°25'14"	160.74'	N16°28'18"E	82.23'
C15	160.44'	1026.00'	8°57'34"	160.27'	S78°26'38"E	80.38'
C16	28.36'	1026.00'	1°35'02"	28.36'	S73°10'20"E	14.18'
C17	236.96'	370.00'	36°41'40"	232.93'	S54°01'59"E	122.70'
C18	144.88'	367.00'	22°37'06"	143.94'	S24°22'36"E	73.39'
C19	157.96'	923.00'	9°48'20"	157.77'	N17°58'13"W	79.18'
C20	194.89'	923.00'	12°05'53"	194.53'	N28°55'20"W	97.81'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT
C21	72.04'	367.00'	11°14'46"	71.92'	S29°20'53"E	36.13'
C22	5.81'	367.00'	0°54'25"	5.81'	S23°16'17"E	2.90'
C23	56.09'	200.00'	16°04'11"	55.91'	S14°46'59"E	28.23'
C24	173.40'	800.00'	12°25'09"	173.06'	S00°32'20"E	87.04'
C25	544.72'	2000.00'	15°36'18"	543.04'	S56°46'01"W	274.06'
C26	134.13'	1070.00'	7°10'55"	134.04'	N60°58'42"E	67.15'
C27	699.53'	1980.00'	20°14'33"	695.90'	S58°28'35"W	353.45'
C28	294.65'	530.00'	31°51'11"	290.87'	S48°32'47"W	151.24'
C29	257.75'	181.00'	81°35'28"	236.52'	S58°56'15"W	156.21'
C30	12.15'	25.00'	27°50'57"	12.03'	S17°05'57"W	6.20'
C31	19.46'	25.00'	44°35'34"	18.97'	S53°19'12"W	10.25'
C32	37.12'	1102.00'	1°55'48"	37.12'	S76°34'53"W	18.56'
C33	119.80'	1102.00'	6°13'43"	119.74'	S80°39'38"W	59.96'
C34	139.29'	604.00'	13°12'47"	138.98'	N89°37'07"W	69.95'
C35	24.79'	25.00'	56°48'40"	23.79'	N54°36'23"W	13.52'
C36	60.09'	754.00'	4°33'58"	60.07'	N23°55'04"W	30.06'
C37	37.49'	25.00'	85°55'03"	34.07'	N21°19'26"E	23.28'
C38	41.32'	25.00'	94°42'00"	36.78'	S68°22'02"E	27.14'
C39	44.08'	177.00'	14°16'08"	43.97'	S13°52'58"E	22.15'
C40	134.57'	777.00'	9°55'22"	134.40'	S01°47'13"E	67.45'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT
C86	54.52'	2114.00'	1°28'39"	54.52'	S64°34'01"W	27.26'
C87	65.00'	2023.00'	1°50'27"	65.00'	S53°56'15"W	32.50'
C88	15.80'	25.00'	36°12'00"	15.53'	S46°10'58"W	8.17'
C89	20.39'	60.00'	19°28'16"	20.29'	S36°33'16"W	10.29'
C90	20.01'	390.00'	2°56'21"	20.00'	S32°07'02"E	10.01'
C91	20.04'	900.00'	1°16'33"	20.04'	S21°28'17"E	10.02'
C92	20.01'	393.00'	2°55'01"	20.01'	S67°25'16"E	10.01'
C93	0.11'	60.00'	00°06'30"	0.11'	N46°14'09"E	0.06'
C94	20.17'	60.00'	19°15'44"	20.08'	N36°33'02"E	10.18'
C95	0.11'	60.00'	00°06'03"	0.11'	N26°52'09"E	0.05'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT
C41	43.82'	25.00'	100°25'42"	38.42'	N65°30'11"W	30.02'
C42	170.18'	2469.50'	3°56'54"	170.15'	S17°15'47"E	85.12'
C43	16.16'	25.00'	37°01'46"	15.88'	N00°43'21"W	8.37'
C44	20.29'	25.00'	46°29'26"	19.73'	N41°02'15"E	10.74'
C45	20.42'	25.00'	46°48'03"	19.86'	S87°40'59"W	10.82'
C46	18.04'	25.00'	41°21'01"	17.65'	N48°14'29"W	9.43'
C47	168.90'	2469.50'	3°55'07"	168.86'	S29°31'31"E	84.48'
C48	39.94'	25.00'	91°32'13"	35.83'	N14°17'01"E	25.68'
C49	28.01'	1047.00'	1°31'58"	28.01'	N60°49'07"E	14.01'
C50	54.53'	1047.00'	2°59'04"	54.53'	N63°04'38"E	27.27'
C51	14.82'	2023.00'	0°25'11"	14.82'	S64°21'34"W	7.41'
C52	117.10'	2023.00'	3°19'00"	117.09'	S51°21'31"W	58.57'
C54	41.68'	25.00'	95°31'31"	37.02'	S82°32'13"E	27.54'
C55	130.33'	344.00'	21°42'25"	129.55'	S23°55'15"E	65.95'
C56	117.33'	946.00'	7°06'23"	117.26'	N16°37'14"W	58.74'
C57	21.06'	25.00'	48°15'24"	20.44'	S03°57'16"W	11.20'
C58	58.13'	1977.00'	1°41'05"	58.13'	S63°43'37"W	29.07'
C59	9.21'	1093.00'	0°28'58"	9.21'	N64°19'41"E	4.60'
C60	55.84'	1093.00'	2°55'37"	55.83'	N62°37'24"E	27.92'
C61	37.74'	25.00'	86°28'58"	34.25'	N76°56'00"W	23.51'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING	TANGENT
C62	26.46'	2469.50'	0°36'50"	26.46'	S33°59'56"E	13.23'
C63	35.28'	25.00'	80°51'18"	32.42'	N06°07'18"E	21.30'
C64	8.88'	25.00'	20°21'08"	8.83'	N56°43'31"E	4.49'
C65	46.28'	2003.00'	1°19'25"	46.27'	S66°14'22"W	23.14'
C67	65.00'	2114.00'	1°45'42"	65.00'	S62°56'51"W	32.50'
C68	42.08'	2114.00'	1°08'26"	42.08'	S66°08'52"W	21.04'
C69	10.99'	204.00'	3°05'12"	10.99'	S31°35'04"W	5.50'
C70	33.85'	25.00'	77°34'43"	31.32'	N68°49'50"E	20.09'
C71	47.11'	25.00'	107°58'03"	40.44'	S18°23'47"E	34.39'
C72	28.49'	507.00'	3°13'10"	28.48'	S37°11'49"W	14.25'
C73	72.79'	507.00'	8°13'32"	72.72'	S42°55'10"W	36.46'
C74	42.27'	396.00'	6°06'56"	42.25'	S43°18'41"W	21.15'
C75	25.47'	60.00'	24°19'13"	25.28'	N60°12'04"E	12.93'
C76	12.46'	60.00'	11°54'04"	12.44'	N42°05'26"E	6.25'
C80	838.93'	945.00'	50°51'54"	811.66'	N08°52'24"W	449.38'
C81	832.28'	937.50'	50°51'54"	805.21'	N08°52'24"W	445.81'
C82	15.82'	2312.50'	0°23'31"	15.82'	S34°06'35"E	7.91'
C83	30.21'	60.00'	28°50'53"	29.89'	N48°43'48"W	15.43'
C84	25.46'	1093.00'	1°20'04"	25.46'	N60°29'33"E	12.73'
C85	10.03'	2114.00'	0°16'19"	10.03'	S65°26'30"W	5.01'

LINE TABLE		
NO.	BEARING	LENGTH
L1	N35°41'09"W	47.46'
L2	N22°49'05"W	45.72'
L3	N48°57'51"E	26.42'
L4	S32°37'11"W	37.77'
L5	N83°46'30"E	62.20'
L6	N83°46'30"E	216.60'
L7	S53°45'00"E	14.01'
L8	N37°15'13"E	14.51'
L9	N20°05'32"E	14.34'
L10	S70°43'02"E	14.14'
L11	S19°16'58"W	15.56'
L14	N73°21'06"W	15.37'
L15	N33°33'25"W	8.43'
L16	N84°10'06"E	14.23'
L18	S17°38'19"E	19.92'
L19	S53°51'36"E	20.00'
L20	S27°21'25"E	28.00'
L21	S70°43'02"E	14.50'
L22	N25°43'02"W	19.33'
L23	S12°20'31"W	31.39'
L24	S43°42'36"E	20.00'
L25	S22°49'05"E	20.00'
L26	S35°41'09"E	20.00'
L27	S35°41'09"E	20.00'
L28	S72°22'49"E	20.00'
L29	S16°33'33"W	6.00'
L30	N48°26'54"W	73.95'
L31	N17°06'37"W	91.46'

LINE TABLE		
NO.	BEARING	LENGTH
L32	N83°46'30"E	20.37'
L33	N17°06'37"W	82.00'
L34	N48°26'54"W	66.59'
L35	N83°46'30"E	61.40'
L36	N83°46'30"E	48.15'

SEQUENCE NO. _____

H:\PDATA\136112_Saguaro Bloom\CADD\Mapping\RePlat\4574-PM07.dwg

REGISTERED LAND SURVEYOR
21782
SCOTT A. NELSON
5/4/15
ARIZONA, U.S.A.
Expires: 09/30/15

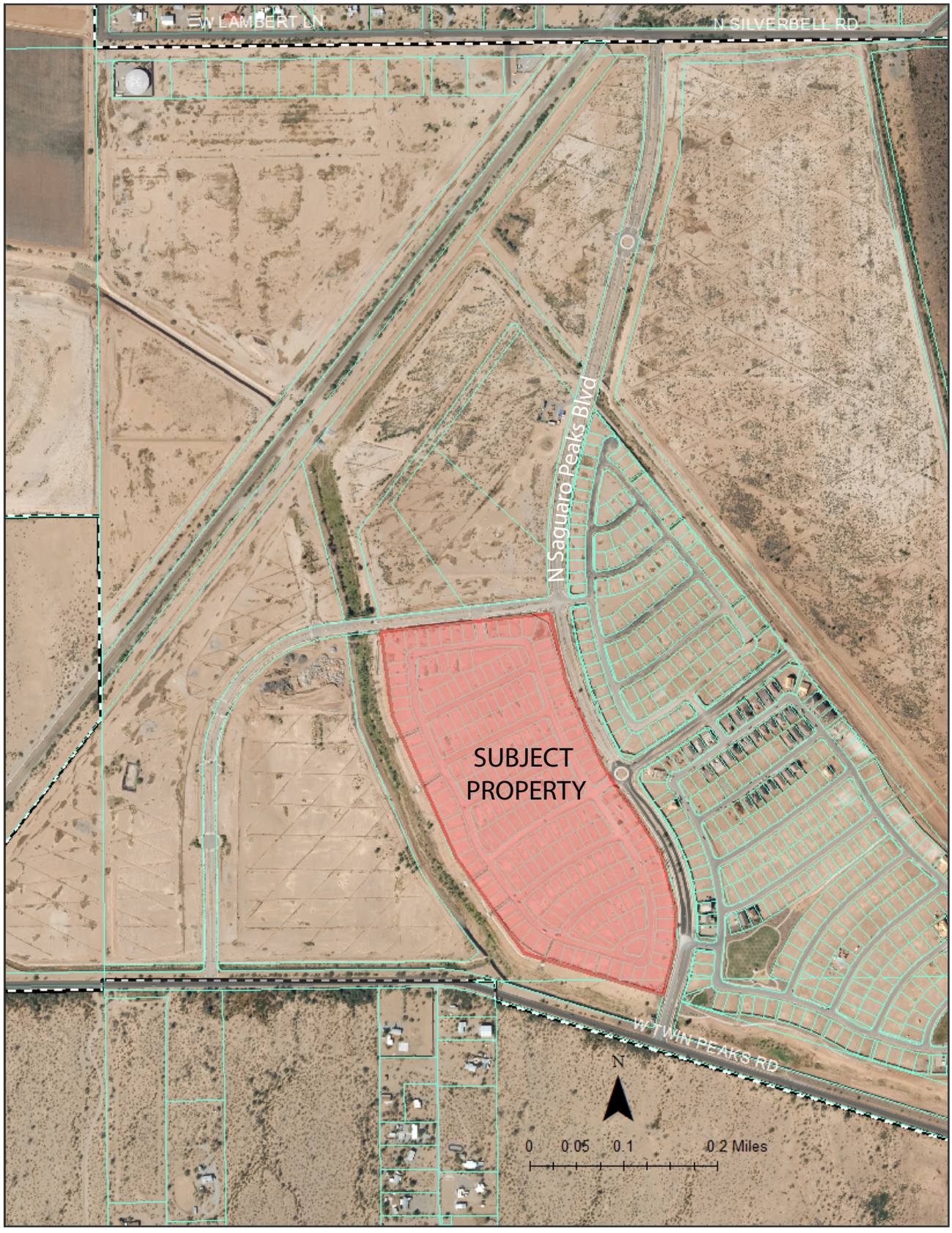
SAGUARO BLOOM, BLOCK 4,
LOTS 441, 477, 480, 481, 485, 486, 487, 491,
492, 513, 536, 545, 546, 549, 556, 559, 560,
579, 607 AND COMMON AREAS 'A' AND 'B'

A REPLAT OF LOTS 441, 476, 477, 480, 481, 485, 486, 487, 491, 492, 513, 536, 545, 546, 547, 548, 549, 556, 557, 558, 559, 560, 579, 607 AND COMMON AREAS 'A' AND 'B' RECORDED AS SAGUARO SPRINGS, BLOCK 4 IN BOOK 62 OF MAPS & PLATS, PAGE 6, PIMA COUNTY RECORDER LOCATED IN PORTIONS OF SECTION 18 & SECTION 19, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF MARANA, PIMA COUNTY, ARIZONA

TOWN OF MARANA CASE NO.: PRV-13034F
RELATED CASE NO.: PRV-04131F/1C JUNE 2015 SHEET 7 OF 7

RBF CONSULTING
PLANNING ■ DESIGN ■ CONSTRUCTION
2929 NORTH CENTRAL AVENUE, SUITE 800
PHOENIX, ARIZONA 85012-2794
602.279.1234 ▪ FAX 602.279.1411 ▪ www.RBF.com

PROPERTY LOCATION



CASE NUMBER: PRV-13034F

TITLE: Saguaro Bloom, Block 4 (A resubdivision of Saguaro Springs, Block 4), Final Plat

REQUEST: Approval of a final replat of Saguaro Bloom Block 4 (formally Saguaro Springs Block 4).

PLANNING & ENGINEERING APPLICATION

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

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	216-40-448 to 216-40-665			General Plan Designation (To be confirmed by staff)	Medium Density Residential
Gross Area (Acre/Sq. Ft.)	47.7 AC / 2,077,805 SF			Current Zoning (To be confirmed by staff)	R-6
Development/Project Name	Saguaro Bloom Block 4			Proposed Zoning	R-6
Project Location	A Portion of Sections 18 & 19, Township 12 South, Range 12 East				
Description of Project*	Partial Replat of Block 4				
Property Owner	Marana 670 Holdings, LLC				
Street Address	7377 East Doubletree Ranch Raod, Suite 100				
City Scottsdale	State AZ	Zip Code 85258	Phone Number 480-998-2661	Fax Number 480-367-4005	E-Mail Address bbaehr@grayhawk.com
Contact Person	Brian Baehr			Phone Number / E-mail 480-998-2661 / bbaehr@grayhawk.com	
Applicant	Michael Baker Jr. INC				
Street Address	2929 N. Central Avenue, Suite 800				
City Phoenix	State AZ	Zip Code 85012	Phone Number 602-798-7523	Fax Number 602-279-1411	E-Mail Address dpottinger@rbf.com
Contact Person	Dan Pottinger, P.E.			Phone Number / E-mail 602-798-7523 / dpottinger@rbf.com	
Agent/Representative					
Street Address					
City	State	Zip Code	Phone Number	Fax Number	E-Mail Address
Contact Person				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.)**

Brian Baehr — Print Name of Applicant/Agent

BBaehr — Signature

09/18/13 — Date

Caselog # PRV-13034f

CRW# PRV1308-001

Received on: 9/19/13

Received by: A. Calalco

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: June 30, 2015

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

Attachments: Draft Special Council Meeting Minutes 04-28-2015
Draft Regular Council Meeting Minutes 06-16-2015

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Executive Conference Room 1st Floor MMC
April 28, 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. All Council Members were present.

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

APPROVAL OF AGENDA. ***Motion to approve the agenda by moving Item A 3 after A 1 was made by Council Member McGorray, second by Council Member Kai. Passed unanimously.***

CALL TO THE PUBLIC. No speaker cards presented.

PROCLAMATIONS

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

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

PRESENTATIONS

CONSENT AGENDA

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A 1 PUBLIC HEARING: Ordinance No. 2015.011: Relating to Transaction Privilege Tax; amending the Town Tax Code by increasing the tax rate on certain activities by one-half cent for the design and construction, and fixtures, furniture and equipment, for a new police department building; amending Sections 8-460 (Retail sales; measure of tax; burden of proof; exclusions) and 8-610 (Use tax: imposition of tax; presumption) of the Town Tax Code by adopting local option V of the Model City Tax Code establishing a two-tiered tax structure for certain sales/purchases; setting a sunset date for the increased tax rate; and designating an effective date (Erik Montague).

Mayor Honea opened the public hearing. **Erik Montague** presented an overview of the public outreach for this effort. The proposed ordinance would increase the privilege tax rate by one-half percent on all classifications except contracting, hotel/motel and mining taxes; adopt Local Option V of the Model City Tax Code to impose a tiered structure on large single item purchases over $5K; require the Finance Director to notify the Arizona Department of Revenue to cease collection of the increase as soon as practical after $18M is collected pursuant to the increase; require that tax proceeds from the tax increase be placed in a separate fund for the design and construction, and fixtures, furniture and equipment for the new police building; provide that any monies collected in excess of what is required for the new police building be used for other costs related to the facility; set an effective date of July 1, 2015; and authorize staff to perform all actions necessary to effect the ordinance.

Mayor Honea asked for public speakers. **Ed Stolmaker**, president and CEO of the Marana Chamber of Commerce, spoke in support of the ordinance. **Mayor Honea** closed the public hearing.

Mr. Montague continued with the timeline to proceed which will be to work with the Municipal Tax Code Commission, the Arizona Department of Revenue and the League of Arizona Cities and Towns on changes, with the sales tax to be effective July 1, 2015. Second will be to identify and select the Construction Project Manager from May-July, 2015; form the design and construction team including the architect and Construction Manager at Risk between October-December, 2015; complete the final project scope and guaranteed maximum price negotiated, then bring that back to Council for approval between January – March 2016; begin design and construction in 2016 with the project to be completed by late 2017 or mid-2018. He noted that the sales tax period is estimated to expire by January 2019. ***Motion to approve by Council Member Comerford, second by Council Member Bowen. Roll call vote was unanimous, 7-0 in favor.***

A 2 PUBLIC HEARING: Resolution No. 2015-037: Relating to Development; adopting minor amendments to the transportation element of the Marana General Plan by revising the road network exhibit to delete the proposed Relocated Tangerine Road Interchange, establish

Tangerine Farms Road as the future primary connection to the Marana Road traffic interchange, reduce the planned right-of-way width of Tangerine Road from 350 to 250 feet, and reduce the planned right-of-way width of Marana Main Street from 90 feet to 80 feet; and by incorporating language into the General Plan text authorizing the Town Engineer to implement environmentally sensitive road design by reducing the standard right-of-way width for certain roadways in environmentally sensitive areas (Ryan Mahoney)

Mayor Honea opened the public hearing. **Mr. Mahoney** presented, noting that staff is seeking an amendment to the transportation element contained in Section 6. There are two changes. The first is to the road network map, and the second is some language added to section 6.1.7 that gives the town engineer the authority to squeeze down the right-of-way in environmentally sensitive areas. With regard to the General Plan, there were several in-house studies that were used, many based on forecasts of transportation activity and development with a 20-year horizon. The data is revisited from time relative to outside influences that the town may or may not have control over and the need to remain flexible. Those items are contemplated in the General Plan.

He noted that Keith Brann would be discussing the details of how to modify the General Plan, and Mr. Mahoney will talk more about the mechanics of the General Plan amendment. The General Plan says that a minor amendment is anything that doesn't meet the criteria of a major amendment. Going to the major amendment criteria, there are three, two of which don't have anything to do with transportation. The criteria discussing transportation says that you need to find a significant alteration or a diversion from an area of an adopted road network. And that can be a change in functional classification as well. Based on that, Mr. Mahoney interpreted our route to be a minor change. Basically, the significant alteration language refers to the land use mixture which is not changing, nor will there be a diversion from the road network. The project is making localized changes near the Marana interchange, and there are no changes to the roadway classification. When you talk about a diversion from an area, the General Plan does talk about areas being very broadly defined. What staff is attempting to do with these changes, in particular in the northwest area that moves the Tangerine interchange as well as modifying the alignment near the Marana Road interchange, is balancing the road network within the area. There have been a lot of new entitlements and new projects that have come to light, and by splitting that road and connecting the Tangerine Farms Road via the Marana Road to the I-10 is the safest and most effective way to move traffic in this area. There are several new projects that have come online – the Heritage Park, the Ventana Medical Systems building, Marana Main Street, the Uptown Marana project, Marana Mercantile, the school has purchased property to eventually build a high school and an performing arts center, so this allows the identity of northwest Marana to be somewhat defined by the Tangerine Road connection and gives that sense of place that we are looking for and discussed over many meetings. In general terms, these roadway alignment make the most sense for the projects that we've entitled and spent money on. **Council Member Bowen** asked what a change in functional classification would be. **Mr. Mahoney** said that would be like going from an arterial to a collector road. And a diversion from an adopted road network would be to this way of thinking a diversion out of the northwest growth area which we are not doing.

Keith Brann discussed five specific items from the roadway network including the Tangerine Interchange location, the Marana Interchange connectivity, the Tangerine Road right of way, the

Marana Main Street right of way and the environmentally sensitive arterial right of way – mostly in the Tortolita Fan. Most of what is being discussed tonight was discussed at the February study session. He then gave a general overview starting with the Tangerine Interchange and current General Plan which was proposed to shift a half mile north at the request of the developer at the time who had come to the town with a major development. They did go through the process of design plans but did not obtain the clearances. The expectation now is that ADOT will have to construct this interchange, and they will likely construct it in place. There are many developments trying to go forward in the area, and some of them have experienced difficulties with this alignment shift.

He discussed the Marana Interchange, noting that the town has always had a desire for the Tangerine Farms Road to be the primary connection to I-10. However, a previous traffic study indicated operational challenges unless Marana Road was the primary connection. The traffic studies that predicted the need for this were based on the Sanders Grove development. A major study was done at the time, and it showed a massive amount of traffic and growth coming from the far west in Pima County in addition to the expected growth in northwest Marana. As a result it predicted major operational problems should Tangerine Farms be the primary roadway to the interchange. So the town pulled back its desire for Tangerine Farms to be the primary roadway and we went ahead with a Marana Road alignment which was memorialized by resolution. With changes in the PAG model and the recession changing growth projections, recent studies now show that Tangerine Farms Road as the primary connection will function within standard levels of service for multiple northwest Marana destinations. A key improvement of this alignment over previous ones is how it can benefit the Sandario Business District. He then went into additional detail.

The next item is the Tangerine Road narrowing. Originally, ADOT had it as a study route envisioned as a full 8-lane access, becoming part of a Tucson outer loop. The right of way was set at 350 feet to support a frontage road system. The proposed amendment is where we are at today. The road is off the ADOT system, and the recommendation is to reduce Tangerine Road from 350 feet to a 250 foot right of way. This would still support a scenic roadway and any needed frontage road systems. A small frontage road is being considered near the Breakers Water Park to allow businesses in the area to come to one signal.

Marana Main Street is currently on the books for a 90 foot right of way. Working with the developer of the project, the original center left turn lane would be removed, parallel parking would be forfeited for diagonal parking to accommodate more vehicles, and the 90 foot right of way would be shorted to 80 feet. This will be a slow moving pedestrian-friendly roadway.

The last item relates to environmentally sensitive roads. Normally, the arterial roadway is 150 feet wide. By taking a foot out of each lane and the bike lanes, the narrower widths and medians to 110 feetwould reduce the travel distance of wildlife. There are currently two roads that have been built to those specifications – Twin Peaks Road and Cortaro Road. Staff is asking Council for the flexibility to use that section of the General Plan when it's appropriate.

So the main changes are to 6.1.A of the proposed roadway map from the General Plan.

Mayor Honea called for speakers. **Adam Trenk** from Rose Law Group spoke, representing the Marana Mercantile Project owned by Desert Troon and the Uptown at Marana Project by Cardon Development. He began by asking for a continuance of the item if Council is not inclined to deny the proposal. Mr. Trenk began his presentation with reference to a procedural matter regarding their opinion that this is not a minor plan amendment, and that there are functional classification changes to the roadway map. However, his main concern was a continuance so that there would be more opportunity for the stakeholders to weigh in on the matter. Specifically, his clients were unaware that this matter had been heard in a February study session and also worked its way through the planning commission process since the summer of 2013 when it was proposed. For his clients, the issue is access, and if the proposal goes through, the matter of access will be cut off and the viability of those projects will suffer and there may never be that commercial development that his clients have been planning on in concert with the town because the traffic wouldn't be there to sustain that. He then showed a diagram of the Uptown at Marana project approved in 2007. Traffic counts were projected at 20,000 vehicles per day, driving traffic directly into that commercial development. With the proposed realignments before you, the traffic patterns have been shifted entirely, and the traffic coming off the I-10 will be diverted down Tangerine Farms Road away from the developments.

He put forth for the suggestion that in planning for speculative development in the downtown area, you would be depriving the viability of projects that the town has been planning for for over a decade. If the realignments are approved, specifically Walmart, which is going to be at the Marana Mercantile project, has indicated that they wouldn't be interested in moving forward with that because although they would continue to have visibility from the I-10, they wouldn't have the access they would need in order to make their project viable. Another consequence of approval is that there are development agreements in place for both of these projects which contemplates his clients helping to pay for that infrastructure. If the alignment changes are approved this evening, they will no longer be bound by those development agreements which puts the town in a bit of a bind. How are these improvements going to be funded? A continuance of this item would allow his clients to work with the town to come up with a compromise that would allow them to help pay for the infrastructure.

He reiterated his earlier remarks that his clients believe this is not a minor General Plan amendment and again requested a continuance to allow the stakeholders to come to the table and discuss how the currently proposed alignment would affect future development in that area. His clients have committed tremendous resources to plan this future development, and there is no reason to change the current approved alignments. In closing, he asked Council to maintain what has historically been a business-friendly environment and a culture of transparency and allow his clients to come to the table and have some input on this proposal to avoid what could be detrimental to his clients and to the community to the extent their projects are no longer viable and thus the town would not be able to capitalize on the tremendous sales tax potential they could present.

Sherese Steffens stated that from listening to the discussion, it doesn't sound like the proposed alignments are minor changes, and she had not heard about the changes until this evening. She travels Tangerine Road all the time, and it is bumper to bumper. So changing the amount of roadway is something that should be discussed with the public. She also didn't know about the

study session in February. She recommended doing a continuance, be transparent and let people like her understand all of these changes, and don't make a decision tonight. She would like to hear from the other businesses that are going to be affected by Sandario Road being bypassed; who owns the property that's going to be bought, and how much does it cost.

Mitch Stallard spoke, representing Desert Heritage Partnership, Marana Towne Center, owner of 350-400 acres within the area where Tangerine Farms Roads connects with Marana Road at the interchange. On behalf of his client, he supports and recommends moving forward with the amendments to the transportation element of the Marana General Plan, specifically the establishment of Tangerine Farms Road as the primary connector to Marana Road and the Marana Road interchange at I-10. He indicated that he was aware that PAG and the RTA were changing modeling procedures for traffic projections, for traffic counts, and for future projections.

Kent Crotts, a business owner on Sandario Road, believes this proposed realignment is good for the Sandario businesses and the best plan he's seen so far. He supports this wholly and hopes that Council will as well. His concern over continuing with the old alignment is that the Sandario businesses would get cut off. People who bring their money to Marana for a short amount of time should not be given first right of refusal on the whole thing. Sandario Road businesses have been collecting tax revenues for the town for many, many years. He's looking to make sure his business stays viable where it is or in very close proximity. He thanked the town for keeping Sandario businesses informed. When he first heard of the change, he approached several other businesses and basically everyone signed off supporting the town with the way the change is being proposed.

OK Rihl, representing the Gladden Farms II, remaining residential and commercial parcels, addressed the Tangerine intersection location proposal to change the General Plan so that Tangerine Road stays on its existing alignment. His group concurs with that and moving away from the once-proposed interchange going 2500 feet going further north.

Mr. Trenk noted that he handed the Clerk a letter from the representative of Walmart that he wanted to bring to Council's attention which he had referenced earlier. **Mayor Honea** closed the public hearing.

Motion to approve as presented by staff by Council Member Comerford, second by Council Member Bowen. The Town Clerk polled the Council. The vote was 6-1 in favor, with Council Member Kai voting nay.

Council Member Ziegler addressed Mr. Trenk on behalf of the Rose Law Group and stated that threats of lawsuits in letters tend to come off as a little disingenuous. His client won't suffer. The area in question is huge and is going to grow. It appears that no one is under contract, which is very similar to what Continental Ranch was when she moved there. She emphasized that she hoped his client would stay with the town. She believes Sanders Grove will be a good community that will grow and fit right in. She wants them to stay involved and notified. But she was disappointed with letters of lawsuits. But she believes the decision Council made tonight was the right one because they have stuck with their folks on Sandario who have been there for

years and years, and we are not going to put them out to dry. We are going to do what's right for the safety of our town and the vision of our town, and when Tangerine loop road was built several years ago, it was always with the idea that it would loop up. These aren't things we just thought of a few days ago. She concluded by thanking him for coming tonight and hoped he will stay with the Town of Marana, and make sure we give them every notice.

A 3 Resolution No. 2015-038: Relating to development; approving and authorizing the Mayor to execute the First Amendment to Continental Ranch Parcel 60 Development Agreement (Frank Cassidy).

Mr. Cassidy noted that this amendment would require the town is to reimburse for public infrastructure for what is now the John Deere dealership. The Tiffany Loop water line has now been constructed. Under the original agreement it provided that we would reimburse for only publicly bid infrastructure. This was not publicly bid, and staff has estimated the value of the infrastructure and is comfortable at a $345K reimbursement, notwithstanding the failure to publicly bid. We are attempting to stay within the spirit of the agreement.

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

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D 1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

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

E 1 Executive Session pursuant to A.R.S. §38-431.03 (A)(3), Council may ask for discussion or consultation for legal advice with the Town Attorney concerning any matter listed on this agenda.

FUTURE AGENDA ITEMS

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

ADJOURNMENT. ***Motion to adjourn at 7:03 p.m. by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

CERTIFICATION. I hereby certify that the foregoing are the true and correct minutes of the public session of the Special Council Meeting held on April 28, 2015. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Amended at 2:45 P.M. on June 15, 2015

REGULAR COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, June 16, 2015 at or after 7:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
Carol McGorray, Council Member
Roxanne Ziegler, Council Member

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 7:06 p.m. **Town Clerk Bronson** called roll. Council Members Kai, McGorray and Ziegler were excused. There was a quorum present.

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

APPROVAL OF AGENDA. ***Motion to approve the agenda as amended with Items C 1-8 by Council Member Bowen. Second by Vice Mayor Post. Passed 4-0.***

CALL TO THE PUBLIC. No speaker cards were presented.

PROCLAMATIONS

Proclamation: Recognizing Paul Ashcraft

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

Mayor Honea reported on the trip to Denver for the All-American Cities competition. He further reported on Council Member McGorray's progress.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Mr. Davidson thanked the town team and citizen members for their hard work at the All American Cities competition. He also noted the Council schedule for July.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve Items C1 through C 8 by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 4-0.***

C 1 Resolution 2015-057: Relating to Tourism; supporting the development of United States Bicycle Route 90 within the Town of Marana (Brian Varney)

C 2 Resolution No. 2015-058: Relating to Municipal Court; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for payment for incarceration of municipal prisoners for the period of July 1, 2015 through June 30, 2016 (Jane Fairall)

C 3 Resolution No. 2015-059: 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 (Anthony Hunter)

C 4 Resolution No. 2015-060: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute Grant agreement Number DUIAC-E-056 between the State of Arizona by and through the Oversight Council on Driving or Operating Under the Influence Abatement (DUIAC) and the Town of Marana for grant funding for a DUI Warrant Detail (Lisa Shafer)

C 5 Resolution No. 2015-061: Relating to Transaction Privilege Tax; approving and authorizing the Mayor to execute an intergovernmental agreement between the State of Arizona Department of Revenue and the Town of Marana regarding the administration, collection, audit and/or licensing of transaction privilege tax and affiliated excise taxes imposed by the Town of Marana (Erik Montague)

C 6 Resolution No. 2015-062: Relating to the Police Department; exempting undercover vehicles used by the Marana Police Department in felony investigations or activities of a confidential nature from Arizona state laws related to the designation of political subdivision motor vehicles; authorizing the Chief of Police to renew existing vehicle registrations for these

undercover police vehicles and to obtain vehicle registrations for new undercover police vehicles to be used in felony investigations or activities of a confidential nature (Terry Rozema)

C 7 *"ADDED LATE" Resolution No. 2015-066: Relating to Public Works; approving and authorizing the Mayor to execute an intergovernmental agreement between and among Pima County, the City of Tucson, and the Town of Marana for the design and construction of the Silverbell Roadway Overlay Project; and superseding Marana Resolution No. 2015-053 (Frank Cassidy)*

C 8 Approval of June 2, 2015 Council Committee for Planning Commission and Board of Adjustment Appointments Meeting Minutes and approval of June 2, 2015 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B 1 Resolution No. 2015-063: Relating to Boards, Commissions and Committees; making appointments to the Town of Marana Planning Commission (Ryan Mahoney). Mr. Mahoney reported that the recommendation of the Council Committee was to appoint John Schnee, Marcia Jakab, Theresa Fehrmann and John Officer to the Planning Commission for four-year terms. ***Motion to approve by Council Member Comerford, second by Vice Mayor Post. Passed unanimously 4-0.***

COUNCIL ACTION

A 1 PUBLIC HEARING: Resolution No. 2015-064: Relating to Budget; adopting the Town of Marana's fiscal year 2015-2016 final budget (Erik Montague). **Mr. Montague** noted that this is the final formal step of the 2016 budget process which requires a public hearing. The tentative budget was adopted May 19 which established the overall expenditure limit at around $145M. Included within the budget were 338 FTE positions. There were no major changes; a few minor reallocations in line items. The final budget continues to include certain compensation adjustments for current employees – market adjustments as well as performance-based adjustments. Included within the Council documents is additional detail of the outline for eligibility and timeframes. It is the intent to continue to invest in our employees as they are the most significant resource within the town. Also included certain required operating transfers to cover debt service and cash match attributable to grants in enterprise funds, including a $4M transfer from the general fund to the wastewater fund for the purposes of contributions discussed in earlier study sessions. As there were no speakers, **Mayor Honea** closed the public hearing. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously 4-0.***

A 2 PUBLIC HEARING: Resolution No. GFCFD 2015-02: [Marana Town Council acting as the Gladden Farms Community Facilities District Board of Directors]: A Resolution of the District Board of the Gladden Farms Community Facilities District, Pima County, Arizona, approving the final budget for the Gladden Farms Community Facilities District for the fiscal year beginning July 1, 2015 and ending June 30, 2016. **Chairman Honea** opened the public hearing. Presented by **Erik Montague**. The tentative budget was adopted on May 19. All notices were properly posted. The final budget does anticipate the levee of an ad valorem tax of $2.80 per $100 of assessed valuation. Of that $2.50 is for debt and $.30 is for operations and maintenance. There were no speaker cards, and **Chairman Honea** closed the public hearing. **Board Member Comerford** asked how long the CFD lasts. The operations and maintenance piece potentially goes on forever. **Mr. Montague** responded that the debt portion of the Districts go on as long as there is outstanding debt. ***Motion to approve by Vice Chairman Post, second by Board Member Bowen. Passed unanimously 4-0.***

A 3 PUBLIC HEARING: Resolution No. GFCFD2 2015-02: [Marana Town Council acting as the Gladden Farms (Phase II) Community Facilities District Board of Directors]: A Resolution of the District Board of the Gladden Farms (Phase II) Community Facilities District, Pima County, Arizona, approving the final budget for the Gladden Farms (Phase II) Community Facilities District for the fiscal year beginning July 1, 2015 and ending June 30, 2016. **Chairman Honea** opened the public hearing. Presented by **Erik Montague.** The tentative budget was adopted on May 19. All required notices were properly posted. The final budget does anticipate the levee of a modest tax for operations and maintenance. There were no speakers**. Chairman Honea** closed the public hearing. ***Motion to approve by Vice Chairman Post, second by Board Member Bowen. Passed unanimously 4-0.***

A 4 PUBLIC HEARING: Resolution No. SSCFD 2015-02: [Marana Town Council acting as the Saguaro Springs Community Facilities District Board of Directors]: A Resolution of the District Board of the Saguaro Springs Community Facilities District, Pima County, Arizona, approving the final budget for the Saguaro Springs Community Facilities District for the fiscal year beginning July 1, 2015 and ending June 30, 2016. **Chairman Honea** opened the public hearing. **Erik Montague** presented. The tentative budget was adopted on May 19. All required notices were properly posted. Included within the budget is capacity to issue up to $4M in debt tied to the purchase or acquisition of public infrastructure. District staff would have to come back before the Board to authorize issuing the debt if necessary. The actual ad valorem portion would be limited to only $.30 per $100 of assessed valuation as there is no debt currently within the district. There were no speakers**. Chairman Honea** closed the public hearing. **Board Member Bowen** asked if this is the same property as Saguaro Bloom. **Mr. Montague** affirmed that it is, although it is practically impossible to change the name of the facilities district. ***Motion to approve by Vice Chairman Post, second by Board Member Bowen. Passed unanimously 4-0.***

A 5 PUBLIC HEARING: Resolution No. VFCFD 2015-02: [Marana Town Council acting as the Vanderbilt Farms Community Facilities District Board of Directors]: A Resolution of the District Board of the Vanderbilt Farms Community Facilities District, Pima County, Arizona, approving the final budget for the Vanderbilt Farms Community Facilities District for the fiscal year beginning July 1, 2015 and ending June 30, 2016. **Chairman Honea** opened the public hearing. **Erik Montague** presented. The tentative budget was adopted on May 19. All required notices were properly posted. The overall budget does not include a debt component. The overall district remains modestly active, so there are no plans for infrastructure to be ready for the next year. It does include an ad valorem property tax of $.30 per $100 of assessed valuation for operations and maintenance of the district. There were no speakers**. Chairman Honea** closed the public hearing. ***Motion to approve by Vice Chairman Post, second by Board Member Bowen. Passed unanimously 4-0.***

A 6 Ordinance 2015.014: Relating to Finance; amending the Town of Marana Comprehensive Fee Schedule to increase dog licensing fees; and declaring an emergency. **Lisa Shafer** presented, noting that staff is requesting this amendment to the comprehensive fee schedule. Currently, there is an agreement with Pima County to allow the Pima County Animal Care Center to collect all of the licensing fees for Marana residents. This year the Pima County Board of Supervisors voted to increase the licensing fee $1 per year for the next five years, and town staff is requesting that Council adopt that same fee schedule which makes it easier for residents throughout the county to be on the same fee schedule regardless of the jurisdiction. All of the revenues from this increase do come to the town, so it positively impacts the town by about in revenue of about $22,500 over the five-year period, assuming the number of residents stay the same. The amount will increase with additional residents.

As there are not enough Council Members present to vote for an emergency clause, upon approval, this ordinance will go into effect in 30 days. **Council Member Comerford** asked if Ms. Shafer knew what the town would have to charge to meet the County's $140,877.46. She has a problem with the County double charging the fees for the town. **Mr. Davidson** responded that staff has stated their request for a full breakdown of costs from the County on nearly a monthly basis. In addition are the administrative costs the town is being charged. Town residents are paying more for the exact service that any resident in unincorporated Pima County has, and that's been another part of our argument. It might be understandable to be charged more for enhanced services, but that's not the case. There is no additional enforcement provided. **Council Member Comerford** asked if we had ever received an itemized bill for the $140K plus. **Mr. Davidson** responded that it's broken up by category, but it doesn't get into detail. **Ms. Shafer** noted that the county does provide a quarterly breakdown in the sense that there are some addresses provided and the type of service rendered, but it's not exact. When possible, the

county will call Game and Fish to pick up dead animals which we don't pay for. Our current revenues are roughly 49 % - about half of what we are getting charged. Council Member Comerford concluded that never in 20 years has she personally seen a Pima Animal Care Control truck in the town. ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously 4-0.***

A 7 Resolution No. 2015-065: Relating to Economic Development; approving and authorizing the Mayor to execute a funding agreement between the Town of Marana and the Marana Chamber of Commerce, Inc. for fiscal year 2015-2016 to support operation of the Marana Visitor Center and provision of services to the Marana community. **Gilbert Davidson** presented this item, noting that this is the annual agreement with the Chamber of Commerce. He highlighted additional elements in the agreement, one being continued cooperation for the enhancement of the Visitor's Center which has high visibility being located on the Frontage Road, and we want to put our best foot forward in that respect. The second item is business support during the Ina Road interchange construction by providing educational information and support at Chamber business meetings for businesses that may be impacted as well as for the rest of the community. Mr. Davidson added that the agreement and the relationship that we have with the Chamber is one of the best in the region if not the entire state. One of the highlights is the partnership that we formed for the Marana Business Walks – going door to door and finding out how businesses feel about the town and the Chamber and then following up with those businesses and key business leaders. The investment that we make and the work the Chamber does on behalf of the town is well worth the expenditure.

Ed Stolmaker, president and CEO of the Chamber of Commerce addressed the Council, spoke on behalf of himself, the Chamber staff, Board and members by thanking them for their financial support and encouragement over many years to make the partnership possible. He also thanked them for their leadership and direction for the Town. The Chamber is working to advance the interests of a healthy business community with tourism and the Visitor's Center. He is looking forward to a continuing and positive relationship in the future. ***Motion to approve by Council Member Comerford, second by Council Member Bowen. Passed unanimously 4-0.***

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 Town of Marana Planning Commission.

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Motion to adjourn at 7:36 p.m. by Vice Mayor Post, second by Council Member Bowen. Passed unanimously 4-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on June 16, 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: Jocelyn C. Bronson, Town Clerk

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

Under state law, the Town of Marana is required to maintain a local board to administer the Public Safety Personnel Retirement System (PSPRS) for its PSPRS-eligible employees. The local board must include the mayor or his designee, two PSPRS-eligible employees elected by their peers and two citizens appointed by the mayor with the approval of the Town Council.

Mayor Ed Honea is requesting Council approval of the re-appointment of Brad DeSpain to the local board. The appointment would be for four years and would expire on June 30, 2019.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

I move to adopt Resolution No. 2015-072, approving the appointment of Brad DeSpain to the Marana Public Safety Personnel retirement System local board for a term ending June 30, 2019.

Attachments: Resolution 2015-072
Brad DeSpain Request for Reappt.

MARANA 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

WHEREAS the Town of Marana has created the Marana Public Safety Personnel Retirement System (PSPRS) local board pursuant to A.R.S. § 38-847 to administer the system for the Town and to make the provisions of the system effective for the Town; and

WHEREAS A.R.S. § 38-847 provides that two members of the local PSPRS board shall be citizens appointed by the mayor with the approval of the Town Council; and

WHEREAS Brad DeSpain's term expires June 30, 2015, and Mayor Ed Honea desires to re-appoint Brad DeSpain to the Marana Public Safety Personnel Retirement System local board for a four-year term.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that Brad DeSpain is appointed to the Marana Public Safety Personnel Retirement System local board for a four-year term, ending June 30, 2019.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 30th day of June, 2015.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Jocelyn Bronson

From: Bridle Bit Ranch <bridlebitranch@comcast.net>
Sent: Monday, June 22, 2015 10:26 AM
To: Jennifer Mangialardi; Jocelyn Bronson
Subject: Re: PSPRS

I would like to continue serving on the Board again.
Charles Bradley DeSpain

Sent from my iPad

On Jun 22, 2015, at 8:17 AM, Jennifer Mangialardi <jmangialardi@MARANAAZ.GOV> wrote:

> Jocelyn just needs a statement from you saying you wish to serve the board again. Just a simple email to her and copy me that you choose to serve. Thanks!!!!
>
> *Jen Mangialardi*

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 1

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

On September 6, 2005, the Town Council adopted Resolution No. 2005-120, authorizing the Town Manager to direct staff to establish a relief effort account for the victims of Hurricane Katrina in New Orleans, to encourage Town residents to make financial contributions to the account, and to make a general fund contribution of $10,000 to the account. The Hurricane Katrina relief effort account remains open with an account balance of approximately $550. The proposed resolution would authorize staff to close the account and donate the remaining contribution funds to the entity or effort of the Council's choosing.

Financial Impact:

N/A

Staff Recommendation:

Staff recommends closing the Hurricane Katrina fund and donating the remaining funds.

Suggested Motion:

I move to adopt Resolution No. 2015-073, authorizing the Town Manager to direct staff to close the Hurricane Katrina relief effort account and to donate any funds remaining in the account to _____.

Attachments: Resolution 2015-073

MARANA 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

WHEREAS on September 6, 2005, the Town Council adopted Resolution No. 2005-120, authorizing the Town Manager to direct staff to establish a relief effort account for the victims of Hurricane Katrina, to encourage Town residents to make financial contributions to the account, and to make a general fund contribution of $10,000 to the account; and

WHEREAS the Hurricane Katrina relief effort account remains open with an account balance of approximately $550; and

WHEREAS the Mayor and Council find that it is in the best interests of the Town to close the Hurricane Katrina relief effort account and to donate any funds remaining in the account.

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

SECTION l. The Town Manager is hereby authorized to direct staff to close the Hurricane Katrina relief effort account established by Resolution No. 2005-120 and to donate any funds remaining in the account to _____.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 30th day of June, 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 A 2

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

Discussion:

In November 2014, Town staff made a presentation to the Town Council regarding several recent requests to lease Town property for purposes of wireless communications facilities, including cell towers. Among the requests discussed at the meeting was a request by Verizon to lease Town-owned property at Linda Vista Boulevard and Hartman Lane, next to a Marana water reservoir site and an existing wireless communication facility leased from the Town by another wireless provider. Council directed staff to proceed with negotiations for a lease agreement at the site.

The option and lease agreement presented tonight provides that the Town will grant a 12-month option to Verizon for the site for Verizon to complete its due diligence, to analyze the suitability of the property for its wireless facility, and to obtain any necessary permits for construction of the site. If Verizon does not exercise or terminate the option during that initial 12-month period, a second 12-month option period will be granted.

Assuming Verizon finds the location to be ultimately suitable and is able to obtain necessary permits for its facility, Verizon will exercise the option and the lease term for the site will begin. The initial term of the lease shall be 5 years, followed by up to five successive 5-year renewal periods, for a potential total of 30 years. Verizon may use the site only for a wireless communication facility as described in the lease agreement and its attachments.

As was explained at the November 2014 Council meeting, this option and lease agreement is only the first step toward the ultimate construction and operation of the wireless facility. If the Council approves the lease, Verizon will have the right to use the property pursuant to the terms of the lease agreement; however, Verizon must still go through the zoning process set forth in Title 23 of the Land Development Code for wireless communications facilities in order to receive the necessary permits and approvals to move forward.

Financial Impact:

Pursuant to the agreement, Verizon will pay the Town an option fee of $1,500 for each 12-month option period. Once the lease term begins, Verizon will pay the Town $1,500 per month for the first year of the lease. Rent will then increase 3% each year throughout the term of the lease.

Staff Recommendation:

Staff recommends approval of the option and wireless communications facility lease agreement with Verizon.

Suggested Motion:

I move to adopt Resolution No. 2015-074, approving and authorizing the Mayor to execute the Option and Wireless Communications Facility Lease Agreement with Verizon Wireless LLC for the Linda Vista and Hartman site.

Attachments: Resolution 2015-074
Exhibit A to Resolution - Agreement
Exhibit B to Agreement - Map
Exhibit C to Agreement - Site Plan

MARANA 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

WHEREAS Verizon Wireless LLC seeks to lease approximately 864 square feet of Town property at the Town water reservoir site located at Linda Vista Boulevard and Hartman Lane for a wireless communication facility, including a cell tower; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Option and Wireless Communications Facility Lease Agreement with Verizon Wireless LLC attached to this resolution as Exhibit A, for the lease of approximately 864 square feet of Town-owned property at the Town water reservoir site located at Linda Vista Boulevard and Hartman Lane, 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 option and lease agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

OPTION AND WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT

This Option and Wireless Communications Facility Lease Agreement ("Agreement") is entered into by and between the Town of Marana, an Arizona municipal corporation ("TOWN") and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless ("Verizon" or "Lessee"). TOWN and Verizon are at times collectively referred to as "Parties" or individually as a "Party".

RECITALS

A. TOWN owns land located in the Town of Marana, Pima County, Arizona, at 5541 W. Linda Vista Boulevard, as further described in Exhibit A attached hereto and incorporated herein by this reference ("Property").

B. TOWN is willing to lease an area to Verizon consisting of approximately 864 square feet located within the Property and as more particularly described in Exhibit B attached hereto and incorporated herein by this reference ("the Site") for a wireless communication facility.

C. The access routes and utility easements necessary for Verizon's use under this Agreement ("Access Routes") are depicted in the map attached hereto as part of Exhibit B.

D. The Site and Access Routes are collectively referred to hereafter as the "Premises."

E. TOWN and Verizon desire to establish their respective rights and responsibilities regarding this Option and Wireless Communication Facility Lease Agreement.

OPTION AGREEMENT

In consideration of the mutual covenants contained in this Option Agreement, the Parties agree as follows:

1. Option Period. TOWN hereby grants to Verizon the right and option to lease the Premises for the term and in accordance with the covenants and conditions set forth in this Agreement. The Option Period shall commence as of the signature date of the last Party to sign this Agreement and continues for a period of 12 months, unless sooner terminated or exercised by Verizon. If Verizon has not terminated or exercised the option within the initial 12-month Option Period, TOWN shall automatically grant a second Option Period of 12 months to Verizon, commencing upon the anniversary date of the first Option Period.

2. Inspection Rights. During any Option Period, Verizon shall have the right to analyze the suitability of the Premises for its intended use. Verizon and its employees,

agents, contractors, engineers, and surveyors shall have the right to enter upon the Property to inspect, conduct, perform and examine soil borings, drainage testing, material sampling, surveys and other geological or engineering tests or studies of the Property, to apply for and obtain all licenses and permits required for Verizon's use of the Premises from all applicable governmental or regulatory entities, and to do those things on or off the Property that, in the sole opinion of Verizon, are necessary to determine the physical condition of the Property, the environmental history of the Property, TOWN's title to the Property and the feasibility or suitability of the Premises for Verizon's use as defined in this Agreement, all at Verizon's expense (the "Due Diligence Investigation"). Activities conducted in connection with Verizon's Due Diligence Investigation shall not be deemed to constitute exercise of the option or commencement of construction of Verizon's facilities.

3. Access. Verizon shall comply with any reasonable security requirements of TOWN if the Site is located within a fenced or secured access location.

4. Government Approvals. It is understood and agreed that Verizon's ability to use the Premises is contingent upon its obtaining all of the certificates, licenses, permits and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state or local authorities which will permit Verizon's use of the Premises as set forth above. TOWN shall cooperate with Verizon in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Verizon, unless required to do so by law or regulation or to protect public health, safety or welfare. However, nothing herein shall be deemed to constitute a contractual obligation of TOWN, as a municipality, to issue a required Governmental Approval where the officer, agent or employee of TOWN responsible for the issuance of such Governmental Approval deems the issuance of such a Governmental Approval to be inappropriate. This Lease is not intended to supersede, modify or waive any requirements in the Marana Town Code intended to regulate the construction and operation of telecommunications services or the location and development of wireless communication facilities. If (1) any applications for such Governmental Approvals should be finally rejected; (2) any Governmental Approval issued to Verizon is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (3) Verizon determines that such Governmental Approvals may not be obtained in a timely manner, Verizon shall have the right to terminate this Agreement, as set forth in paragraph 5 of this Option Agreement.

5. Termination of Option. If Verizon determines, during any Option Period, that the Premises are not appropriate for Verizon's intended use, or if for any other reason, or no reason, Verizon decides not to lease the Premises, then Verizon shall have the right to terminate this Agreement without penalty upon written notice to TOWN at any time. If the second Option Period, as described in paragraph 1 of this Option Agreement, expires and Verizon has not exercised the option, this Agreement shall terminate. If

Verizon terminates the option or fails to exercise the option, any Option Fee, as set forth in paragraph 9 of this Option Agreement, below, will not be prorated or refunded.

6. Exercise of Option. At any time during any Option Period, Verizon may notify TOWN in writing that it is exercising its option to lease the Premises and to commence the Lease with TOWN, as set forth in Article 1 of the Lease Agreement below.

7. Damages and Indemnification. Verizon shall be responsible for any damages caused by its agents or employees to the Premises or adjacent property, including vegetation, during any Option Period, and shall promptly restore the damaged property to its prior condition, less reasonable wear and tear. Verizon shall not be responsible for any damages caused by the negligence or intentional misconduct of TOWN. Verizon shall appear, defend, indemnify and hold harmless TOWN, its officers, agents and employees from and against any claim for damages arising out of the acts or omissions of Verizon, its officers, agents and employees related to this Option Agreement. If Verizon fails or refuses to restore the Premises or adjacent property to its condition as it was prior to any Option Period, TOWN is authorized to do so and charge the costs to Verizon.

8. Reservation. During any Option Period, unless Verizon has previously terminated this Agreement, TOWN will not lease the Site to another person or materially compromise Verizon's possible future lease of the Site for wireless communications.

9. Consideration for Option. In consideration for the rights as described in this Option Agreement, Verizon shall pay to TOWN consideration in the amount of $1,500.00 for each Option Period ("Option Fee"). The Option Fee for the initial Option Period will be paid within 45 calendar days from the full execution of this Agreement. The Option Fee for the second Option Period, if any, will be paid within 45 calendar days of commencement of the second Option Period. The Option Fee will not be prorated for any partial month either at commencement or termination. If Verizon enters into a Lease with TOWN for the Site, the Option Fee will not be prorated or refunded.

10. General Provisions. The general provisions found in Articles 18 through 20 of the Lease Agreement apply to this Option Agreement.

LEASE AGREEMENT

In consideration of the mutual covenants contained in this Lease Agreement, the Parties agree that the terms and conditions of this Lease Agreement shall apply from and after the Commencement Date as follows:

Article 1. Lease Term

1.1. Commencement. The Lease shall commence on the first day of the first month after Verizon notifies TOWN in writing that Verizon is exercising its option to lease the Premises and to commence the Lease with TOWN, as set forth in paragraph 6 of the Option Agreement ("Commencement Date"). Verizon (hereinafter referred to as "Lessee") shall notify TOWN in writing of its intention to start construction on the Site and the start date. The Commencement Date shall be noted here once it is known and shall be incorporated herein by this reference as if fully set forth in this Agreement at the time of execution: _____.

1.2. Term. The Lease shall be for a term of five years ("Term") unless sooner terminated as provided herein.

1.3. Renewal. The Lease will automatically renew for up to five successive five-year periods ("Renewal Terms") on the same terms and conditions as set forth herein, unless sooner terminated as provided in this Lease Agreement. The Term and Renewal Terms may collectively be referred to as the "Lease Term."

1.4. Holding Over. Any holding over after the expiration of the Lease Term, with the consent of TOWN shall be construed to be a tenancy from month to month at one and one-half times the rents herein specified (prorated on a monthly basis). The provisions of this Lease Agreement shall apply to any such holding over period.

Article 2. Rent

2.1. Monthly Base Rent. During the Lease Term, Lessee shall pay to TOWN monthly rent of $1,500.00 ("Rent") in consideration for the Lease. The first rental payment shall be made within 30 days after the Commencement Date, and shall be prorated through the end of the month. All subsequent rental payments shall be made to TOWN on or before the first day of the month in advance.

2.2. Adjustment. Beginning on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter, Rent shall increase by an amount equal to 3% above the Rent applicable in the immediately preceding year.

2.3. Payment of Rent. All Rent shall be payable to the Town of Marana, 11555 W. Civic Center Drive, Marana, Arizona 85653; Attention: Finance Department.

Article 3. Permissible Use

3.1. In General. The Property may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the

use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Property.

3.2. Maintenance of Government Approvals. Lessee shall be responsible for maintaining during the Lease Term all Government Approvals, as defined in paragraph 4 of the Option Agreement, above, that may be required by any federal, state or local authorities for the use of the Premises and the conduct of its business related to the Premises.

3.3. Additional Providers. Lessee may allow third party telecommunications providers ("Additional Providers") to co-locate on Lessee's antenna structure, as described in the Site Plan attached hereto as Exhibit C and incorporated herein by this reference. All persons, other than Lessee, providing telecommunications services from the Lessee Facilities or co-locating on the antenna structure shall do so only as sublessees of Lessee in accordance with the provisions of Article 9 of this Lease relating to subletting. All Additional Providers shall hold a valid telecommunications license during any period of time that the Additional Provider co-locates upon or otherwise uses the Premises and/or the Lessee Facilities, or any part thereof, for telecommunications services.

3.4. Compliance with Laws. Lessee shall comply with all applicable laws, including but not limited to zoning and environmental laws relating to its use and possession of the Premises.

Article 4. Absence of Warranties

Lessee has leased the Premises after a full and complete inspection thereof, as well as the title thereto, and knowledge of its present uses and nonuses. Lessee accepts the Premises in the condition or state in which the Premises now exist without any representation or warranty, express or implied in fact or law, by TOWN and without recourse to TOWN, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put, except for the Warranty of Quiet Enjoyment set forth in Article 16 below. Except as otherwise provided in this Agreement, TOWN shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-Premises improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist as of the Commencement Date. Lessee assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises.

:

Notwithstanding anything to the contrary contained in this Agreement, TOWN shall, at its sole cost and expense, repair, replace and maintain the Site in good condition and repair as needed for Lessee's operation and use of the its facilities.

Article 5. Improvements

5.1. Lessee Facilities. Lessee has the right to construct, maintain, install, repair secure, replace, remove and operate on the Premises wireless communications facilities, including but not limited to a foundation, utility lines, transmission lines, an air conditioned equipment shelter(s) and/or an air conditioned equipment room, electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures, and security fencing ("Lessee Facilities") as generally described in the Site Plan attached hereto as Exhibit C and incorporated herein by this reference.

5.2. Utility Lines. Lessee at its own expense shall install utility lines in the approved Access Routes to the Site necessary for Lessee Facilities and consistent with approval of the utility company.

5.3. Construction. All Lessee Facilities shall be constructed and installed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall obtain TOWN's prior approval of construction plans and specifications for the Lessee Facilities, which shall not be unreasonably withheld, conditioned or delayed. All Lessee Facilities shall be constructed or installed in compliance with specifications of plans approved by TOWN. Within 30 days after completion of construction, Lessee shall provide TOWN with as-built drawings of the Lessee Facilities.

5.4. Lien-free Construction. Lessee shall keep the Premises and all improvements thereon free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed, or material furnished on or to the Premises. If any lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Premises within 60 days of notice or becoming aware of the lien.

5.5. Title to Improvements. Title to the Lessee Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee or its lenders or assigns and are not fixtures, unless abandoned with permission of TOWN pursuant to paragraph 5.85.8 (Removal or Abandonment).

5.6. Alteration or Additional Improvements. Lessee shall make no alterations or additional improvements to or upon the Premises beyond those described in the plans and specifications approved by TOWN without first obtaining written approval of TOWN. Nothing herein shall prevent Lessee from maintaining the Lessee Facilities or from replacing equipment due to wear and tear or technological advancements provided that such upgrades or replacements are with "like-kind" equipment which is comparable in dimensions and weight to equipment described in the plans and specifications and such accommodations comply with all requirements of this

Agreement, the TOWN Conditional Use Permit, Municipal Code, Land Development (Zoning) Code or other requirements. Approved alterations, additions, replacements and upgrades shall become part of Lessee Facilities as that term is used in this Agreement.

5.7. Maintenance. Lessee at its own expense shall maintain the Premises and the Lessee Facilities in good repair and in a manner suitable to TOWN so as not to conflict with any adjacent TOWN operations. Lessee shall have sole responsibility for the maintenance, repair, and security of the Lessee Facilities.

5.8. Removal or Abandonment. Unless TOWN in writing allows or requires Lessee to abandon the Lessee Facilities in place, Lessee at its sole expense shall remove the Lessee Facilities on or before the expiration or within 90 days after any earlier termination of this Lease Agreement. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other facilities or operations on the Premises. Lessee shall repair any damage to the Premises caused by such removal to the reasonable satisfaction of TOWN. Upon no less than 90 days' notice prior to the expiration of this Lease Agreement, or within 60 days of any earlier termination, TOWN may require Lessee to abandon the Lessee Facilities in place at no cost to TOWN if Lessee terminates the Lease and provided that TOWN has not materially breached this Agreement. Title to any Lessee Facilities which are abandoned in place with the written permission of TOWN shall be deemed transferred to TOWN without compensation to Lessee. Said abandoned Lessee Facilities shall thereafter be the sole property of TOWN "as-is" without any warranty, express or implied, including any warranties of particular purpose.

Article 6. Access and Utilities

6.1. Access to Site. TOWN shall provide Lessee, Lessee's employees, agents, contractors, subcontractors and assigns with access to the Site 24 hours a day, seven days a week, at no charge to Lessee. Lessee shall comply with reasonable security requirements of TOWN related to accessing the Site.

6.2. Non-Exclusive Access Routes. Lessee, its agents, employees and contractors, shall have a non-exclusive right and easement for pedestrian and vehicular ingress and egress across, and Lessee shall have an easement for utility lines to access the Site via the Access Routes described or depicted generally in Exhibit C. TOWN and Lessee each shall conduct operations within the Access Routes so as to cause minimal or no interference to others.

6.3. Maintenance of Roadways. TOWN shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. TOWN shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.

6.4. Payment of Utilities. Lessee shall, at its own expense, install separate meters for electricity and other utilities necessary for Lessee Facilities and shall timely pay all utility charges associated therewith.

Article 7. Interference

7.1. Interference with Existing Uses. Lessee's installation, operation and maintenance of Lessee Facilities shall not damage or interfere in any way with existing TOWN operations or related activities or other existing lessee or licensee activities. Lessee agrees to cease all such actions which materially interfere with existing activities upon written notice of such interference; provided, however, in such case Lessee shall have the right to terminate the Lease.

7.2. Interference and New Uses. Subsequent to the installation of the Lessee Facilities, TOWN will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Premises or property contiguous thereto owned or controlled by TOWN, if such modifications are likely to cause a material interference with Lessee's operations. In the event interference occurs, TOWN agrees to use best efforts to eliminate any material interference within a reasonable time period. TOWN's failure to comply with this paragraph shall be a material breach of this Lease Agreement.

Article 8. Fees and Taxes

Lessee shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Premises. Lessee shall pay all real and personal property taxes assessed against the Lessee Facilities. TOWN shall pay when due, all real property taxes and all other taxes, fees and assessments attributable to the Premises or this Lease Agreement.

Article 9. Assignment and Subletting

9.1. Assignment. Lessee may assign the Lease Agreement to another company, with TOWN's written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, Lessee may i) assign or transfer this Lease Agreement to a financially viable parent, subsidiary, or affiliate, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization without TOWN consent, and, ii) Lessee may assign the Lease Agreement to a commercial lending institution solely as security for financing purposes without TOWN consent. In the event of an assignment, assignee shall assume all obligations and liabilities of Lessee, known and unknown, under the Lease Agreement arising both before and after the assignment date.

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9.2. Bankruptcy. Any person or entity to which this Lease Agreement is assigned or transferred as part of any bankruptcy proceeding shall be deemed without further act to have assumed all of the liabilities and obligations of Lessee arising under this Lease Agreement on and after the date of such assignment. Any such assignee or transferee shall upon demand execute and deliver to TOWN an instrument confirming such assumption or transference. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment or transference shall be paid to TOWN, shall be the exclusive property of TOWN, and shall not constitute "property" of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting TOWN's property under the preceding sentence not paid or delivered to TOWN shall be held in trust for the benefit of TOWN and be promptly paid to TOWN.

9.3. Subletting. Except as provided in paragraphs 9.4 and 9.5 below, Lessee may not sublet any portion of the Property, the Premises or the Lessee Facilities without the prior written consent of TOWN, which consent may be withheld for any reason or no reason in TOWN's sole discretion.

9.4. Additional Providers as Sublessees. Lessee may allow Additional Providers to co-locate upon Lessee's antenna structure, as set forth in paragraph 3.3 above and this paragraph 9.5, provided that each such Additional Provider is a sublessee and Lessee and each such sublessee complies with all of the applicable terms and conditions of this Lease. The sublease of the Premises, the Lessee Facilities, or any part thereof, shall not relieve Lessee of any obligations, responsibilities or liabilities Lessee may have under this Lease.

9.4.1. If Lessee desires to co-locate Additional Providers on Lessee's antenna structure, Additional Providers shall be required to obtain a separate ground lease from TOWN for ground space on the Property and a separate sublease from Lessee for space on Lessee's antenna structure. The Parties understand that: (i) TOWN and Lessee shall reasonably cooperate to locate Additional Providers on the Property; (ii) TOWN may not charge any fee to Lessee for subleasing space on Lessee's antenna structure; (iii) Lessee shall not be liable to TOWN in any way for failure to enter into, maintain or renew a sublease with Additional Providers for the use of Lessee's antenna structure; (iv) TOWN shall not be liable to Lessee in any way for failure to enter into, maintain or renew a ground lease with Additional Providers for the use of TOWN's Property; (v) Lessee shall have the right to determine in its sole discretion whether it will sublease any portion of the antenna structure; and (vi) TOWN shall have the right to determine in its sole discretion whether it will lease any portion of its Property to Additional Providers.

9.4.2. If Lessee subleases space on Lessee's antenna structure, Lessee shall receive 100% of any rental paid by Additional Providers for such space. If TOWN leases ground space on the Property, TOWN shall receive 100% of any rental paid by Additional Providers for such ground space. Additional Providers shall be instructed to pay the foregoing percentage amounts directly to TOWN and Lessee.

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Lessee shall not be responsible to TOWN for the collection or payment of rents by Additional Providers to TOWN, and TOWN shall not be responsible to Lessee for the collection or payment of rents by Additional Providers to Lessee. Neither Party shall have liability to the other Party in the event of failure of payment by Additional Providers.

9.5. Sublease Requirements. All of the following requirements must be met prior to any sublease to an Additional Provider for collocation purposes:

9.5.1. All subleases shall (a) be in writing, (b) identify the Additional Provider as the sublessee, (c) require the sublessee to comply with all of the terms and conditions of this Lease to the same extent as Lessee must comply, and (c) be acceptable in form to the Marana Town Attorney.

9.5.2. Lessee and sublessee shall, at their own expense, obtain all necessary zoning, land use or similar approvals for the collocation on the Premises.

9.5.3. Lessee shall furnish TOWN with a set of the plans and specifications for any alteration of the Lessee Facilities or the Premises required for the Additional Provider to collocate on the Lessee Facilities, including, but not limited to, any additional antennae, power source or related equipment and improvements. Prior to the commencement of any construction or installation of any such alteration by the sublessee, TOWN shall have determined that the alterations are acceptable and shall have reviewed the plans and specifications and determined what additional permits and zoning requirements, if any, are applicable.

Article 10. Default and Remedies

10.1. Default by Lessee. Lessee shall be deemed in default of this Lease if any of the following occurs:

10.1.1. Lessee fails to pay Rent in compliance with Article 2 of this Lease Agreement or any other sums to TOWN when due, and does not cure such default within ten days of receipt of written notice from TOWN; or

10.1.2. If Lessee fails to comply with the performance of any other covenant or condition of this Lease Agreement and does not cure such other default within 30 days after written notice from TOWN specifying the default complained of, unless such default cannot reasonably be cured within 30 days, in which case Lessee will not be in default as long as Lessee commences to cure the default within the 30-day period and diligently pursues such cure to completion; or

10.1.3. If Lessee abandons the Premises and fails to pay rent or otherwise comply with the requirements of this Agreement for a period of four months or longer; or

10.1.4. If Lessee is adjudicated as bankrupt or makes any assignment for the benefit of creditors.

10.2. TOWN's Remedies in Event of Lessee Default. In the event of a default by Lessee, TOWN shall notify Lessee, in writing, of said default. If Lessee fails to cure within 30 days after the date of the notice, or in such other applicable time period as outlined above, in addition to and not exclusive of any other remedy available to TOWN by operation of law, TOWN shall have the right, at its option, to terminate the Lease Agreement in which event Lessee shall immediately remove the Lessee Facilities and pay TOWN a sum of money equal to the total of: (i) the amount of the unpaid Rent accrued through the date of termination; and (ii) any other amount necessary to compensate TOWN for all detriment proximately caused by Lessee's failure to perform its obligations under the Lease.

10.3. Cure by TOWN. In the event of any default of this Lease Agreement by Lessee, TOWN may at any time, after notice, cure the default for the account of and at the expense of the Lessee. If TOWN is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce TOWN's rights under this Lease, the sums so paid by TOWN, with all interest, costs and damages, shall be deemed to be Additional Rent and shall be due from the Lessee to TOWN on the first day of the month following the incurring of the respective expenses.

10.4. Default by TOWN. TOWN shall be in default if TOWN fails to comply with the performance of any covenant or condition of this Lease Agreement and does not cure such other default within 30 days after written notice from Lessee specifying the default complained of, unless such default cannot reasonably be cured within 30 days, in which case TOWN will not be in default as long as TOWN commences to cure the default within the 30-day period and diligently pursues such cure to completion.

10.5. Lessee's Remedies in Event of TOWN Default. In the event of a TOWN default and failure to cure, in addition to and not exclusive of any other remedy available to Lessee by operation of law, Lessee may terminate this Lease upon written notice to TOWN and shall remove the Lessee Facilities as set forth in paragraph 5.8.

Article 11. Voluntary Termination

11.1. Voluntary Termination by Lessee. This Lease Agreement may be terminated by Lessee without further liability on 30 days' prior written notice (i) if Lessee is unable to reasonably obtain or maintain any certificate, license, permit, authority or approval from any governmental authority, thus, restricting Lessee from installing, removing, replacing, maintaining or operating the Lessee Facilities or using the Premises in the manner intended by Lessee; (ii) if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference, or (iii) Lessee otherwise determines, within its sole discretion, that it will be unable to use the Premises for Lessee's intended purpose.

11.2. Voluntary Termination by TOWN.

11.2.1. During the first Renewal Term (years 6-10), this Lease Agreement may be terminated by TOWN without further liability to Lessee if TOWN reasonably determines termination is necessary to serve a governmental (non-proprietary) purpose, upon one year's prior written notice to Lessee.

11.2.2. At any time after the first Renewal Term (year 11 or subsequent), this Agreement may be terminated by TOWN without further liability to Lessee upon one year's prior written notice to Lessee.

Article 12. Damage or Destruction of Lessee Facilities

If the Lessee Facilities or any portion of the Lessee Facilities are destroyed or damaged so as to materially interfere with effective use of the Lessee Facilities through no fault or negligence of Lessee, Lessee may elect to terminate this Lease Agreement upon 30 days' written notice to TOWN. In such event, Lessee shall promptly remove the Lessee Facilities from the Premises as set forth in paragraph 5.8 and this Lease Agreement (and Lessee's obligation to pay rent) shall terminate upon Lessee's fulfillment of the same. Upon termination, Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. TOWN shall have no obligation to repair any damage to any portion of the Premises.

Article 13. Condemnation

If the Premises are taken by eminent domain, this Lease Agreement shall terminate as of the date title to the Premises vests in the condemning authority. If a portion of the Premises is taken by eminent domain so as to materially hinder effective use of the Premises by Lessee, either Party shall have the right to terminate this Lease Agreement as of said date of title transfer, by giving 30 days' written notice to the other Party. In the event of any taking under the power of eminent domain, compensation shall be as determined by applicable law.

Article 14. Indemnity

14.1. Disclaimer of Liability. TOWN shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Lessee's construction, maintenance, repair, use, operation, condition or dismantling of the Premises, unless such injury or damage is caused by the negligence of TOWN or TOWN's employees.

14.2. Indemnification by Lessee. Lessee shall, at its sole cost and expense, indemnify and hold harmless TOWN and all associated, affiliated, allied and subsidiary entities of TOWN, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

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14.2.1. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by, or be asserted against the Indemnitees by reason of any act or omission of Lessee, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

14.2.2. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of TOWN, Lessee shall cause such claim or lien covering TOWN's property to be discharged or bonded within 30 days following such request.

14.2.3. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Arizona or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.

14.3. Lessee's Right of Recovery. Nothing herein shall be construed to waive Lessee's rights to seek recovery against TOWN for TOWN's negligence or willful misconduct other than lost profits or revenues caused to Lessee's operations, or to seek recovery against third persons for any damages caused to property or injury to persons, in, upon or about the Premises by such other persons.

14.4. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Lessee" for the purpose of this paragraph 14.4), all risk of dangerous conditions, if any, on or about the Premises, and Lessee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence) arising out of Lessee's installation, operation, maintenance, condition or use of the Premises or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

14.5. Defense of Indemnitees. If any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel selected by Lessee and approved by TOWN; provided however, that Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of TOWN and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Lessee.

14.6. Notice, Cooperation and Expenses.

14.6.1. TOWN shall give Lessee prompt notice of the making of any claim or commencement of any action, suit or other proceeding covered by the provisions of this Article. Nothing herein shall be deemed to prevent TOWN from cooperating with Lessee and participating in the defense of any litigation by TOWN's own counsel. Lessee shall pay all reasonable, third-party, out-of-pocket expenses incurred by TOWN in response to any such actions, suits or proceedings. These expenses shall include all reasonable, third-party, out-of-pocket expenses such as reasonable attorney fees and the reasonable expenses of TOWN's agents, employees or expert witnesses, and disbursements and liabilities assumed by TOWN in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided TOWN by Lessee.

14.6.2. If Lessee requests TOWN assist it in such defense then Lessee shall pay all reasonable expenses incurred by TOWN in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the TOWN's attorney, and the actual expenses of TOWN's agents, employees or expert witnesses, and disbursements and liabilities assumed by TOWN in connection with such suits, actions or proceedings.

14.7. Negligence of Indemnitees. Lessee's obligation to indemnify Indemnitees under this Lease Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence or willful misconduct of one or more Indemnitees.

14.8. Indemnification by TOWN. TOWN shall indemnify and hold harmless Lessee against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence of TOWN and/or the Indemnitees, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Lessee, or its personnel, employees, agents, contractors or subcontractors.

14.9. Indemnities and Insurance Cumulative. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to

insure do not diminish in any way Lessee's obligations to indemnify. Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Agreement. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnities in this paragraph.

Article 15. Regulated/Hazardous Substances Indemnification

15.1. Applicable Laws. Lessee recognizes that assuring protection of public health, welfare and the environment from activities upon the Premises during the Lease Term is an important consideration for TOWN and during the Lease Term the federal, state and local laws, rules, regulations and ordinances relating to pollution, protection of the environment, public health, safety or industrial hygiene (hereinafter referred to as the "Applicable Laws") will change. Lessee warrants that throughout the Lease Term, Lessee will maintain compliance with all Applicable Laws.

15.2. Regulated Substances. Lessee further warrants, unless disclosed and agreed to by TOWN, that no liquid, solid, semi-solid or gaseous Regulated Substances as defined herein which are, or during the Lease Term may become, subject to regulation under Applicable Laws, will be used on the Premises, except for diesel fuel. "Regulated Substances" include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. Section 8909, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et. seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*; the Arizona Hazardous Waste Management Act, A.R.S. Section 49-921, *et seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. Section 49-101, *et seq.*; and the rules and regulations adopted and guidelines promulgated pursuant to the Applicable Laws. TOWN agrees that TOWN will not use, generate, store or dispose of, or permit the use, generation, storage or disposal of, any Regulated Substances on, under, about or within the Property in violation of any law or regulation.

15.3. Discharges and Emissions. In addition to the other requirements of this Article 15, Lessee shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by TOWN, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect: i) the environment, ii) the health, welfare or safety of persons whether located on the Premises or elsewhere, or iii) the condition, value, use or enjoyment of the Premises or any other real or personal property.

15.4. Permits. Lessee has or will timely obtain, maintain and comply with all provisions of all permits, licenses and other authorizations which are required under the Applicable Laws (hereinafter referred to as the "Permits").

15.5. Notices Required. Lessee shall notify TOWN in writing of any allegations by any governmental authority or other person or entity of any event of non-compliance

with the Applicable Laws or Permits. Lessee shall also notify TOWN in writing of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this Article, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance. Lessee shall give the notice required by this paragraph 15.5 within five business days of when Lessee becomes aware of any allegations described in this paragraph. Written notice under this paragraph may be provided by email.

15.6. TOWN Inspections. TOWN, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the Premises and to review and copy documents, records, and data maintained by Lessee relating to substances used and stored on the Premises or disposed of, released or otherwise removed from the Premises, in order to assure itself that Lessee is in compliance with the provisions of this Article 15. In addition, TOWN shall have the right, at its expense, to perform periodic environmental inspections as TOWN deems necessary using the services of qualified and duly licensed environmental engineers approved by Lessee whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as TOWN deems necessary to assure itself that Lessee is in compliance with the provisions of this Article.

15.7. Reimbursement of TOWN Costs; Remediation. If the results of the inspection indicate a need for further testing and/or remediation as a result of Lessee's use of the Premises in order to comply with Arizona Department of Environmental Quality (ADEQ) or Environmental Protection Agency (EPA) remediation standards or guidelines, then Lessee hereby agrees to reimburse TOWN for its reasonable inspection costs and to pay for such additional testing and remediation as will be required as a consequence of Lessee's use of the Premises. Should remediation be required as a consequence of Lessee's use of Premises, Lessee shall promptly undertake such remediation as is necessary to restore the condition of the Premises and shall diligently pursue such work to completion. Lessee's failure to timely perform its obligations under this Article shall be considered a material breach of this Lease, and Lessee's obligations under this Article shall continue beyond the expiration or termination hereof. Nothing in this Article shall constitute a waiver of any right of Lessee, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.

15.8. Termination. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Article shall be grounds for immediate termination of this Lease by TOWN.

15.9. Indemnification by Lessee. To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold TOWN harmless for any costs of legally required remediation of environmental contamination and from any claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Lessee's present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach of the provisions of this Article. Lessee also agrees to indemnify and hold TOWN harmless for any costs and expenses incurred in connection therewith, including without limitation, any attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Lessee's use of the Premises. These indemnities shall survive the termination of this Lease.

15.10. Indemnification by TOWN. TOWN agrees to defend and indemnify Lessee and Lessee's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from TOWN's breach of TOWN's agreement not to use, generate, store or dispose of, or permit the use, generation, storage or disposal of, any Regulated Substances on, under, about or within the Property in violation of any law or regulation, as contained in paragraph 15.2 above.

Article 16. Warranty of Quiet Enjoyment

TOWN covenants that so long as Lessee performs the covenants, terms and conditions required of Lessee contained herein, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the aforesaid term and any extensions thereof, and TOWN shall not in any manner interfere with or disrupt the Lessee's business or frustrate Lessee's intended use of the Property.

Article 17. Waiver of Lien

TOWN hereby waives any and all lien rights it may have, statutory or otherwise concerning the Lessee Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease Agreement, whether or not the same is deemed real or personal property under applicable laws, and TOWN gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Lessee's and/or Mortgagee's sole discretion and without TOWN's consent. Any Mortgagee shall contact TOWN prior to removal and TOWN may require Mortgagee to indemnify TOWN for any damages caused to the Premises.

Article 18. Insurance

18.1. Coverage. During the Option Period and during the Lease Term, including any extensions, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance. The

coverage amounts set forth below may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

18.1.1. Workers' Compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of $100,000 for each accident / disease / policy limit.

18.1.2. Commercial general liability insurance with minimum limits of $1,000,000 as the combined single limit for each occurrence of bodily injury and property damage and $2,000,000 general aggregate. The policy shall provide blanket contractual liability insurance for all written contracts, products and completed operations liability, independent contractor's liability, and cross liability; and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

18.1.3. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, with minimum limits of $1,000,000 as the combined single limit for each accident for bodily injury and property damage.

18.1.4. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Lessee Facilities. Upon completion of the installation of the Lessee Facilities, Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

18.1.5. Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.

18.1.6. All policies shall be written on an occurrence and not on a "claims made" basis.

18.2. Additional Insureds. The commercial general liability and automobile liability policies shall include TOWN as an additional insured as TOWN's interest may appear (herein referred to as the "Additional Insureds").

18.3. Evidence of Insurance. Current certificates of insurance and any required endorsements for each insurance policy required to be obtained and maintained by Lessee in compliance with this Article shall be filed and maintained with TOWN within 30 days of execution of this Agreement and within ten days of any renewal or change in such policies. If TOWN is not provided current certificates and endorsements and must request an updated certificate or endorsement, Lessee shall pay an administrative fee of $25.00 for each certificate or endorsement so requested.

18.4. Lessee Insurance Primary. Lessee's insurance shall be primary insurance with respect to Lessee's obligations under this Agreement and in the protection of TOWN as an Additional Insured.

18.5. Waiver. All policies, including Workers' Compensation and Employers liability insurance, shall contain a waiver of rights of recovery (subrogation) against TOWN, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Lessee. Lessee shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

18.6. Representation of Coverage Adequacy. By requiring insurance herein, TOWN does not represent that coverage and limits will be adequate to protect Lessee. Failure to demand evidence of compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Lessee from, nor be construed or deemed a waiver of, Lessee's obligation to maintain the required insurance at all times during the performance of the Agreement.

18.7. Notice of Claims. Lessee shall immediately advise TOWN of any claim or litigation that may result in liability to TOWN.

18.8. Cancellation of Policies of Insurance. Lessee shall give TOWN at least 30 calendar days' written notice prior to a planned cancellation or reduction of any coverage required by this Article. Lessee shall give TOWN immediate notice of any other cancellation or reduction of any coverage required by this Article. Cancellation or reduction of any coverage required by this Article is grounds for termination of this Agreement by TOWN.

18.9. Insurance Companies. All insurance shall be affected under valid and enforceable policies, insured by insurers reasonably acceptable to TOWN.

18.10. Contractors. Lessee shall require that each and every contractor and subcontractor who performs work on the Premises obtains and maintains substantially the same coverage with substantially the same limits as required of Lessee.

Article 19. Notices

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

:

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

With a copy to:
TOWN OF MARANA
Attn: Town Attorney
11555 W. Civic Center Drive
Marana, Arizona 85653

Lessee: VERIZON WIRELESS (VAW) LLC, d/b/a
Verizon Wireless
Attention: Network Real Estate
Address: 180 Washington Valley Road
Bedminster, New Jersey 07921

TOWN or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

Article 20. Miscellaneous Provisions

20.1. Waiver. Failure of TOWN to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but TOWN shall have the rights to enforce such rights at any time. The receipt of any sum paid by Lessee to TOWN after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

20.2. Attorneys' Fees. The prevailing Party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

20.3. Severability. If any provision of the Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20.4. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, including, but not limited to, paragraphs 7 (Damages and Indemnification) and 9 (Consideration for Option) of the Option Agreement, and Article 5

(Improvements), Article 10 (Default and Remedies), Article 11 (Voluntary Termination), Article 12 (Damage or Destruction of Lessee Facilities), Article 13 (Condemnation), Article 14 (Indemnity), Article 15 (Regulated / Hazardous Substances Indemnification) and Article 18 (Insurance) and paragraph 20.10 (Additional Regulations) of the Lease Agreement.

20.5. Governing Laws. This Agreement shall be governed under the laws of the state of Arizona, and be binding on and inure to the benefit of the successors and permitted assignees of the respective Parties.

20.6. Memorandum of Agreement. A Memorandum of Agreement in the form attached hereto as Exhibit D may be recorded by Lessee confirming the (i) effectiveness of this Agreement, (ii) expiration date of the Lease Term, (iii) the duration of any Renewal Terms, and / or other reasonable terms consistent with this Agreement.

20.7. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both Parties.

20.8. Conflict of Interest. TOWN may cancel this Agreement pursuant to A.R.S. § 38-511 (conflict of interest), as may be amended from time to time. In the event TOWN elects to exercise its rights thereunder, TOWN agrees to immediately give notice thereof to Lessee.

20.9. Sale of Property. If TOWN, at any time during an Option Period for Lease Term (i) sells or transfers all or any part of the Property to a purchaser other than Lessee, or (ii) grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of easement or interest therein shall be under and subject to Lessee's rights pursuant to this Agreement.

20.10. Additional Regulations. The Parties are aware of Sections 6003 and 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Public Law 112-96, preliminarily codified at 47 U.S.C. §§ 1403 and 1455(a) ("Section 6003" and "Section 6409(a)"), are aware that such Sections have not yet been interpreted and applied by the courts, have differing views on the Sections' potential applicability to this Agreement, and have consulted their respective legal counsel with respect to same. The Parties agree that the Federal Communications Commission recent Report and Order, *Acceleration of Broadband Deployment by Improving Wireless Siting Facilities, Report and Order,* WT Docket No. 13-238, *et. al.*, FCC 14-153 (rel. Oct. 21, 2014), specifically stated that Section 6409(a) applies only to state and local governments acting in their role as land use regulators and does not apply to such entities acting in their proprietary capacities. TOWN may contend, among other things, that Sections 6003 and 6409(a) are

unconstitutional under the Commerce Clause, Fifth and Tenth Amendments to the U.S. Constitution, do not apply to units of government acting in a proprietary capacity or if applied to light standards in the public rights of way jeopardize the public health, safety and welfare. The resolution of such contentions, which may not come to pass, is premature. Nothing herein is intended to limit either Party's ability to assert the validity or invalidity of the same.

[SIGNATURE PAGE FOLLOWS]

:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last Party's signature date below.

"TOWN":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____

Ed Honea
Mayor

_____

Date

ATTEST:

_____

Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____

Frank Cassidy, Town Attorney

"Lessee":

VERIZON WIRELESS (VAW) LLC, a
Delaware limited liability company,
d/b/a Verizon Wireless

_____

Clifton Casey
Executive Director - Network

_____

Date

Federal I.D.#: _____

STATE OF _____)

ss.

County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____ , 2015 by _____, the _____ of VERIZON WIRELESS (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, on behalf of the limited liability company.

(Seal)

_____

Notary Public

:

LIST OF EXHIBITS

Exhibit A: Description of Property

Exhibit B: Map of the Site and Access Routes

Exhibit C: Site Plan

Exhibit D: Form of Memorandum of Agreement

:

EXHIBIT A

DESCRIPTION OF PROPERTY

BLOCK II, OF HARTMAN VISTAS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS, PAGE 42.

:

EXHIBIT B

MAP OF THE SITE AND ACCESS ROUTES (PREMISES)

The Site is described and / or depicted as follows (metes and bounds description):
APN: 221-06-4010

The Premises are described and / or depicted as follows:

SEE ATTACHED

Notes:

1. Lessee may replace this Exhibit with a survey of the Premises once Lessee receives it.
2. Lessee Facilities shall comply with setback requirements of TOWN and any other applicable governmental authorities.
3. The access road's width will be the width required by TOWN, including police and fire departments.
4. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

:

EXHIBIT C

SITE PLAN

SEE ATTACHED

:

EXHIBIT D

WHEN RECORDED
RETURN TO:

MCGUIRE WOODS LLP
1800 CENTURY PARK EAST
8TH FLOOR
LOS ANGELES, CA 90067
ATTN: SARAH I. KIM
SITE: TUC BLUE BONNET

MEMORANDUM OF AGREEMENT
APN: 221-06-4010

This MEMORANDUM OF AGREEMENT is entered into by and between the Town of Marana, Arizona, an Arizona municipal corporation, with an address of 11555 W. Civic Center Drive, Marana, Arizona 85653 (hereinafter referred to as "TOWN") and Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Lessee").

1. TOWN and Lessee entered into an Option and Wireless Communications Site Lease Agreement ("Agreement") effective _____, 20_____ ("Effective Date").

2. The Agreement relates to a certain Site owned by TOWN described as set forth in Exhibit A and necessary access and utility easements (collectively referred to hereafter as the "Premises") as set forth in Exhibit B, attached hereto and incorporated by reference.

3. The Agreement allows Lessee to conduct investigations and tests to determine if the Premises are appropriate for installing, operating and maintaining a wireless communications facility and other improvements during a specified Due Diligence Period.

:

4. The Agreement allows Lessee to exercise an option to lease the Premises for a five-year term upon written notice to TOWN, with a provision for renewal for up to five additional five-year terms.

5. This Memorandum of Agreement is solely for purposes of memorializing the Agreement and shall not serve to change or alter any terms or conditions of the Agreement.

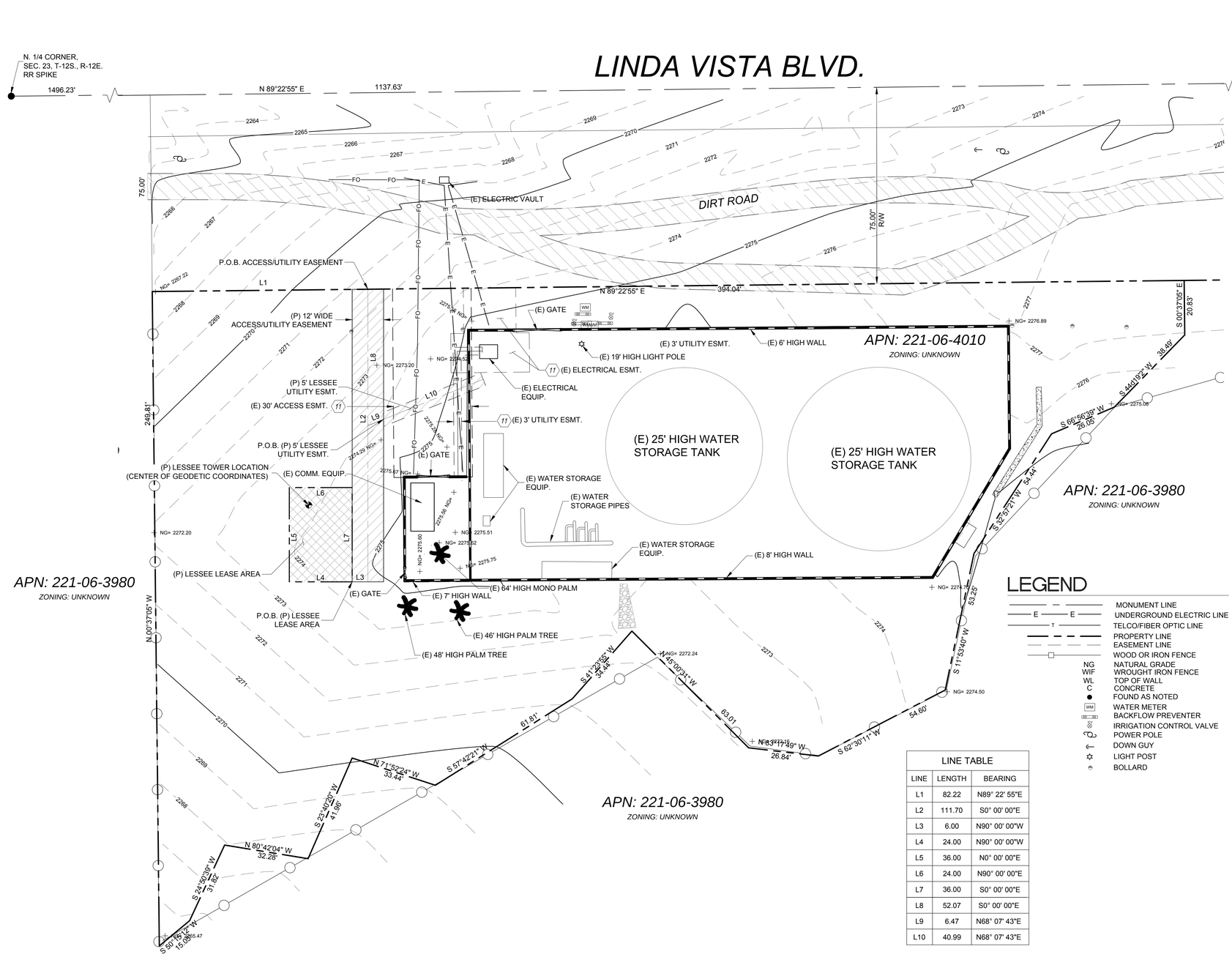
IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year stated below.

TOWN:	LESSEE:
Town of Marana, an Arizona municipal corporation	Verizon Wireless (VAW) LLC, a Delaware limited liability company, d/b/a Verizon Wireless
By: EXHIBIT ONLY – DO NOT EXECUTE	By: EXHIBIT ONLY – DO NOT EXECUTE
Name:	Name:
Title:	Title:
Date:	Date:

:

ATTACH EXHIBITS

OPTION AND WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT: VERIZON/HARTMAN VISTAS SITE



LINE TABLE		
LINE	LENGTH	BEARING
L1	82.22	N89° 22' 55"E
L2	111.70	S0° 00' 00"E
L3	6.00	N90° 00' 00"W
L4	24.00	N90° 00' 00"W
L5	36.00	N0° 00' 00"E
L6	24.00	N90° 00' 00"E
L7	36.00	S0° 00' 00"E
L8	52.07	S0° 00' 00"E
L9	6.47	N68° 07' 43"E
L10	40.99	N68° 07' 43"E

LEGEND

- MONUMENT LINE
- E E UNDERGROUND ELECTRIC LINE
- T TELCO/FIBER OPTIC LINE
- PROPERTY LINE
- EASEMENT LINE
- WOOD OR IRON FENCE
- NG NATURAL GRADE
- WIF WROUGHT IRON FENCE
- WL TOP OF WALL
- C CONCRETE
- FOUND AS NOTED
- WM WATER METER
- BACKFLOW PREVENTER
- IRRIGATION CONTROL VALVE
- POWER POLE
- DOWN GUY
- LIGHT POST
- BOLLARD

10° 41' MAGNETIC DECLINATION

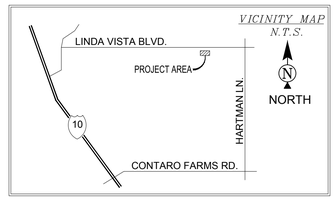
NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

VICINITY MAP N.T.S.



SCHEDULE B EXCEPTIONS

(11) MULTIPLE EASEMENTS AS SET FORTH IN A RESULTS OF SURVEY, RECORDED AS BOOK 78 OF SURVEYS, PAGE 50 (AS SHOW HEREON)

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY US TITLE SOLUTIONS, COMMITMENT NO.: 21402941 EFFECTIVE DATE: 07/08/14.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 09 SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *ARIZONA STATE PLANE COORDINATE ZONE CENTRAL*, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 07/28/14.

LESSOR'S LEGAL DESCRIPTION

BLOCK II, OF HARTMAN VISTAS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS, PAGE 42.

LESSEE LEASE AREA LEGAL DESCRIPTION

A PORTION OF BLOCK II, OF HARTMAN VISTAS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS, PAGE 42, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK II; THENCE NORTH 89°22'15" EAST ALONG THE NORTH LINE OF SAID BLOCK II, 82.22 FEET; THENCE SOUTH 00°00'00" EAST, 111.70 FEET; THENCE NORTH 90°00'00" WEST, 6.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" WEST, 24.00 FEET; THENCE NORTH 00°00'00" EAST, 36.00 FEET; THENCE NORTH 90°00'00" EAST, 24.00 FEET; THENCE SOUTH 00°00'00" EAST, 36.00 FEET TO THE POINT OF BEGINNING.

LESSEE ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.OO WIDE STRIP OF LAND BEING A PORTION OF BLOCK II, OF HARTMAN VISTAS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS, PAGE 42, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK II; THENCE NORTH 89°22'15" EAST ALONG THE NORTH LINE OF SAID BLOCK II, 82.22 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 111.70 FEET TO THE POINT OF TERMINUS.

LESSEE UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00 WIDE STRIP OF LAND BEING A PORTION OF BLOCK II, OF HARTMAN VISTAS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PIMA COUNTY, ARIZONA, RECORDED IN BOOK 55 OF MAPS AND PLATS, PAGE 42, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK II; THENCE NORTH 89°22'15" EAST ALONG THE NORTH LINE OF SAID BLOCK II, 82.22 FEET;THENCE SOUTH 00°00'00" EAST, 52.07 FEET; THENCE NORTH 68°07'43" EAST, 6.47 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 68°07'43" EAST, 40.99 FEET TO THE POINT OF TERMINUS.

POSITION OF GEODETIC COORDINATES

LATITUDE 32° 22' 50.232" NORTH (NAD83)
LONGITUDE 111° 05' 01.720" WEST (NAD83)
ELEVATION @ GROUND= 2273.9' (NAVD88)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L. FIDLER
ARIZONA, U.S.A.
EXPIRES 03/31/18

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

FK Design Inc.

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

FIELD BY:	ABM
DRAWN BY:	GMS/RLF
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
3	05/28/15	REVISION
2	07/31/14	FINAL
1	07/31/14	PRELIMINARY

rlf Consulting, llc
Land Survey & Mapping Solutions
1214 North Stadem Drive
Tempe, AZ 85281
p. 480.445.9189 | f. 480.445.9185
www.rlfconsulting.com

PROJECT No.
09001490

SITE NAME:
20131000121
TUC BLUE BONNET

SITE ADDRESS:
WEST LINDA VISTA BOULEVARD
TUCSON, ARIZONA 85742

SHEET TITLE:
SITE SURVEY

SHEET NO.	REVISION:
LS-1	

OPTION AND WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT: VERIZON/HARTMAN VISTAS SITE

NOTE:

REFER TO SITE SURVEY FOR PROPERTY LINE INFORMATION AND CURVE TABLES

LINDA VISTA BLVD.

EXISTING ELECTRICAL VAULT

EXISTING DIRT ROAD

75'-0" RO.W

APPROX. U.G. UTILITIES CONTRACTOR TO FIELD VERIFY

CENTERLINE OF PROPOSED LESSEE 12'-0" ACCESS/ UTILITY EAESMENT

LEASE 30'-0" EXISTING ACCESS EASEMENT

PROPOSED LESSEE 5'-0" WIDE UTILITY EASEMENT

WATER METER/IRRIGATION VALVES

GATE

EXISTING LIGHT POLE

EXISTING 8'-0" CMU WALL

EXISTING ELECTRICAL EASEMENT

ELECTRICAL EQUIPMENT

EXISTING GATE

EXISTING 3'-0" EXISTING UTILITY EASEMENT

EXISTING SHELTER BY OTHERS

PROPOSED LESSEE 36'-0"x 24'-0" EQUIPMENT AREA = 864 S.F

EXISTING WATER STORAGE TANKS

EXISTING WATER STORAGE TANKS

EXISTING CONCRETE

EXISTING FENCE

WATER STORAGE EQUIPMENT

WATER STORAGE PIPES

WATER STORAGE EQUIPMENT

EXISTING FENCE/WALL BY OTHERS

APN: 221-06-3980
ZONING: UNKNOWN

EXISTING MONOPALM BY OTHERS

EXISTING 8'-0" CMU WALL

1 / Z-2

EXISTING 8'-0" CMU WALL

EXISTING PALM TREES, TYP. OF (2)

EXISTING FENCE

PROPOSED PALMS TREES, TYP. OF (2)

APN: 221-06-4010
ZONING: UNKNOWN

EXISTING FENCE

APN: 221-06-3980
ZONING: UNKNOWN

EXISTING FENCE

LEASE AREA SETBACK TO NEAREST PROPERTY LINE.	
DIRECTION	DISTANCE
NORTH	±75'-3"
SOUTH	±105'-11"
EAST	±242'-4"
WEST	±51'-1"

MONOPOLE SETBACK TO NEAREST PROPERTY LINE.	
DIRECTION	DISTANCE
NORTH	±81'-11"
SOUTH	±134'-10"
EAST	±266'-2"
WEST	±58'-9"

NORTH

1 / Z-1 SITE PLAN

SCALE: 1/16" = 1'-0"

0 10' 20'
5' 15'

verizonwireless
126 W. GEMINI DR., TEMPE, AZ. 85283

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE

BK Design Inc.
4835 E. INDIGO ST., #104 MESA, AZ. 85205
PHONE: (480) 204-1412 FAX: (480) 830-9353

THESE DRAWINGS ARE COPYWRITTEN AND THE PROPERTY OF BK DESIGN INC. AND PRODUCED SOLELY FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DRAWINGS IS PROHIBITED WITHOUT WRITTEN CONSENT BY BK DESIGN INC.

PROJECT NUMBER	DRAWN BY	CHK'D BY
14100	JD	BK

REVISIONS		
3	08.28.14	ISSUE TO CLIENT
2	10.08.14	ISSUE FOR SUBMITTAL
1	06.08.15	REVISIONS

SITE NAME

TUC BLUE BONNET

SITE ADDRESS

W. LINDA VISTA BLVD.
TUCSON, AZ 85742

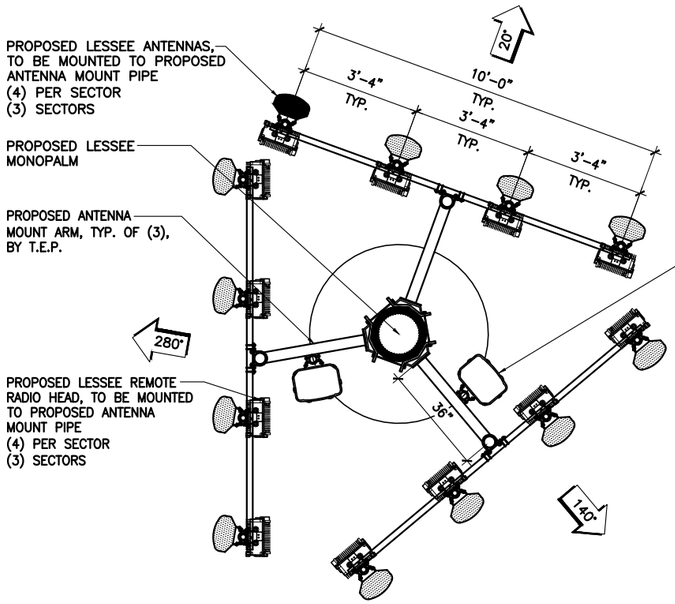
SHEET TITLE

SITE PLAN

SHEET NUMBER

Z-1

OPTION AND WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT: VERIZON/HARTMAN VISTAS SITE

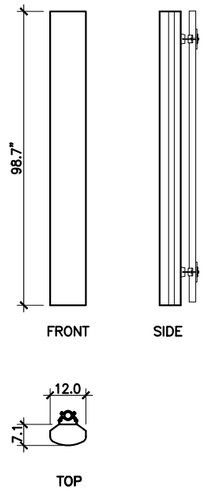


NORTH 2 Z-2 ENLARGED ANTENNA PLAN

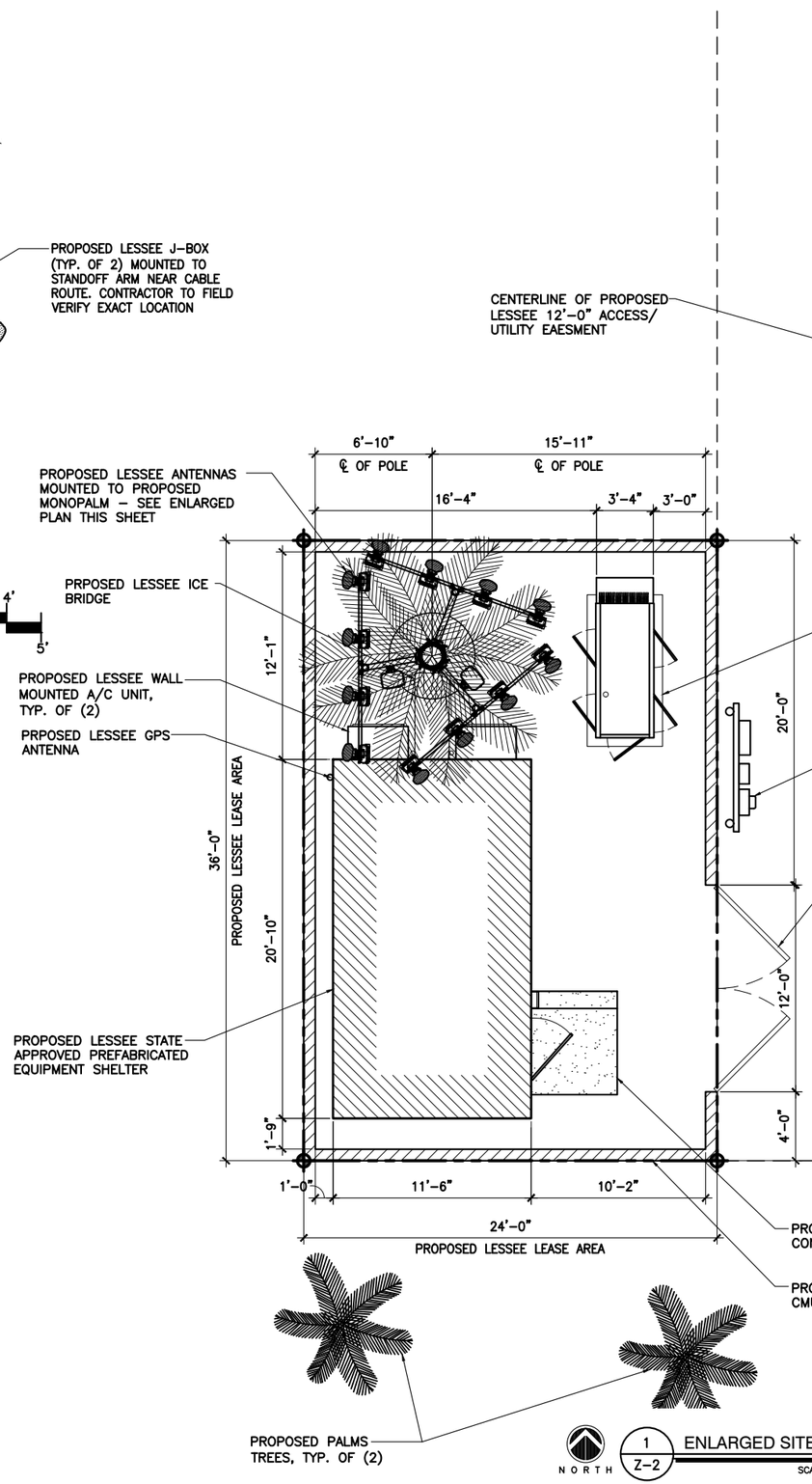
SCALE: 1/2" = 1'-0"

0 2' 4'
1' 3' 5'

NEW HYBRID COAXIAL CABLE TABLE		
SECTOR	LENGTH	NO.
ROSENBERGER	+/- 65'-0"	(2)



4 Z-2 ANTENNA DETAIL



NORTH 1 Z-2 ENLARGED SITE PLAN

SCALE: 1/4" = 1'-0"

0 2' 4' 10'
1' 3' 5'

verizonwireless
126 W. GEMINI DR., TEMPE, AZ. 85283

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE

BK Design Inc.
4835 E. INDIGO ST., #104 MESA, AZ. 85205
PHONE: (480) 204-1412 FAX: (480) 830-9353

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PROJECT NUMBER	DRAWN BY	CHK'D BY
14100	JD	BK

REVISIONS		
1	08.28.14	ISSUE TO CLIENT
0	10.08.14	ISSUE FOR SUBMITTAL
A	06.08.15	REVISIONS

SITE NAME

TUC BLUE BONNET

SITE ADDRESS

W. LINDA VISTA BLVD.
TUCSON, AZ 85742

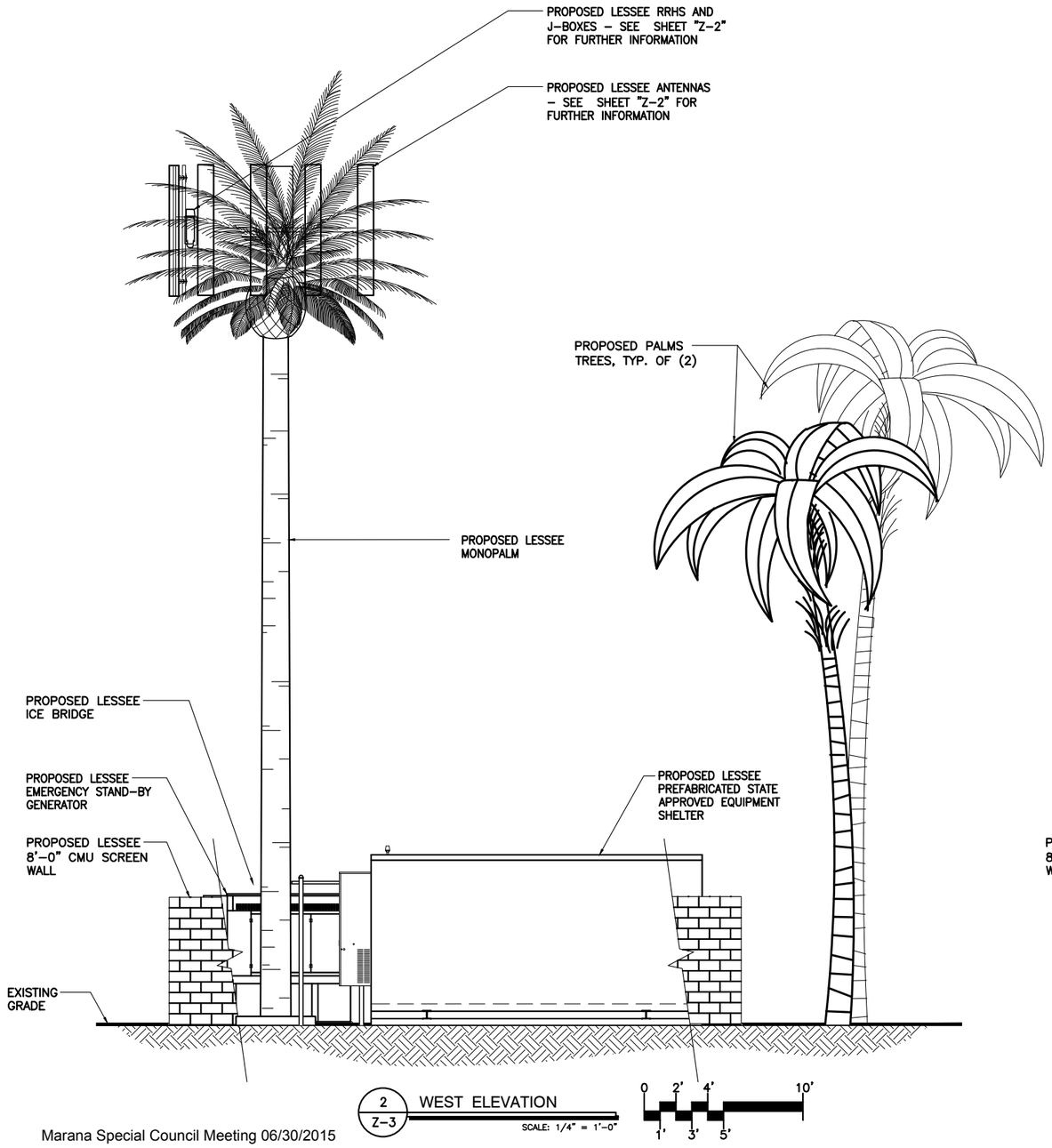
SHEET TITLE

ENLARGED SITE PLAN & ANTENNA DETAILS

SHEET NUMBER

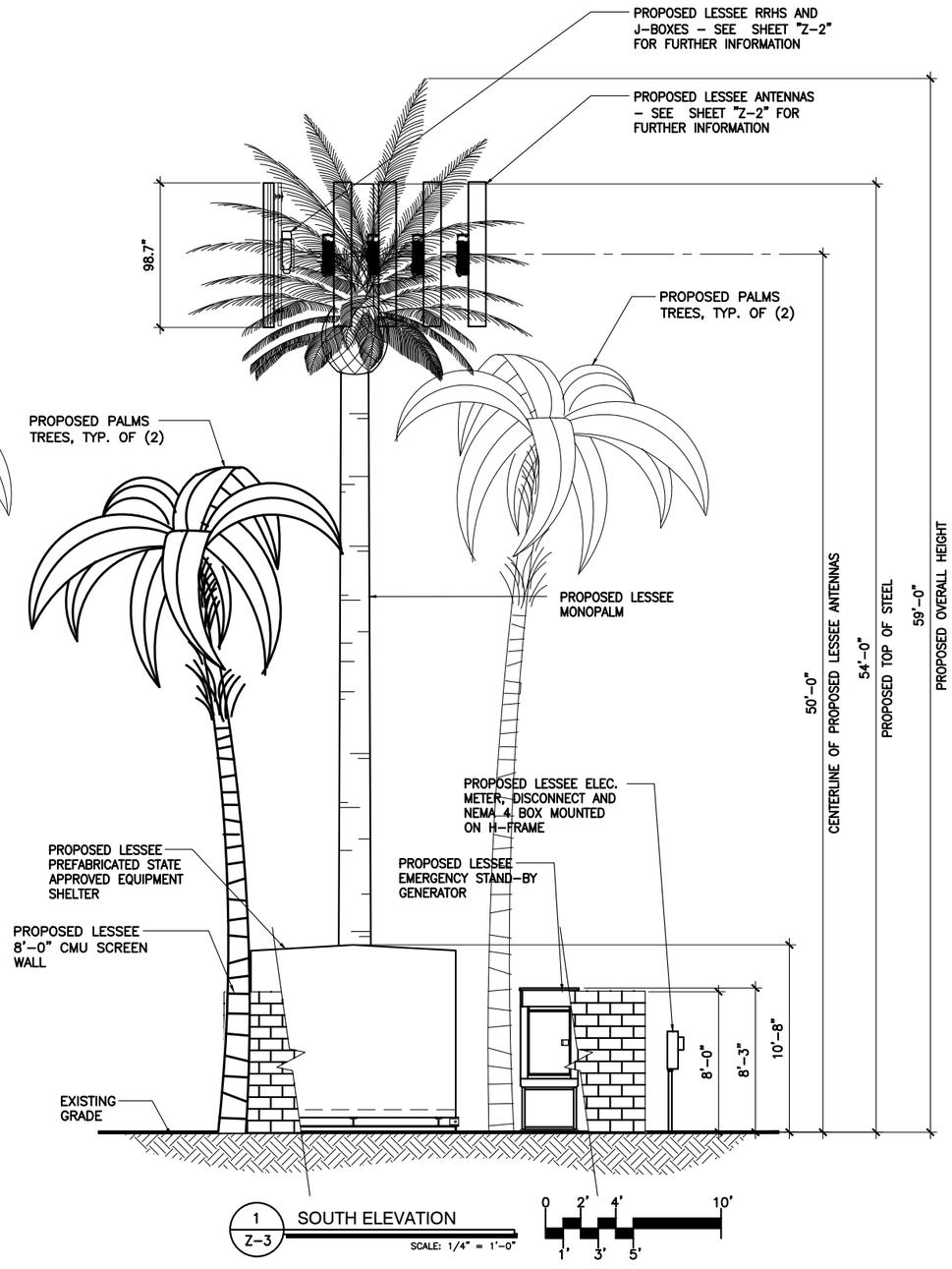
Z-2

OPTION AND WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT: VERIZON/HARTMAN VISTAS SITE



2 / Z-3 WEST ELEVATION

SCALE: 1/4" = 1'-0"



1 / Z-3 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

verizon wireless
126 W. GEMINI DR., TEMPE, AZ. 85283

INTERNAL REVIEW	
CONSTRUCTION SIGNATURE	DATE
RF SIGNATURE	DATE
REAL ESTATE SIGNATURE	DATE
MICROWAVE SIGNATURE	DATE

BK Design Inc.
4835 E. INDIGO ST., #104 MESA, AZ. 85205
PHONE: (480) 204-1412 FAX: (480) 830-9353

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PROJECT NUMBER	DRAWN BY	CHK'D BY
14100	JD	BK

REVISIONS

1	08.28.14	ISSUE TO CLIENT
2	10.08.14	ISSUE FOR SUBMITTAL
3	06.08.15	REVISIONS

SITE NAME

TUC BLUE BONNET

SITE ADDRESS

W. LINDA VISTA BLVD.
TUCSON, AZ 85742

SHEET TITLE

PROJECT ELEVATIONS

SHEET NUMBER

Z-3

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 3

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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)

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 is currently held by Charles Davies, who has served with distinction in that position since 2008; however, Judge Davies recently announced his intent to retire as of July 31, 2015.

Because this position is appointed by the Town Council, Town staff seeks approval of the recruitment and selection process and the job posting, including minimum qualifications and salary range, for the position.

The proposed recruitment and selection process provides that the position would be posted as of July 1, 2015 and application materials selected for three weeks, until July 22, 2015. At that time, Human Resources Department staff would screen the applications for minimum qualifications, review the applications with the Town Manager's Office, and then submit the qualified candidates' materials to the Town Council. At the Council's August 4, 2015 meeting, the Council will review the application materials and select those candidates to be invited for interviews. Interviews would take place in mid-August, and Council would direct staff to begin contract negotiations with the top candidate. At the Council's first meeting in September, Council would be asked to approve a contract with the Town Magistrate, and depending upon the selected candidate's availability, the candidate will start sometime between mid-September and the beginning of October.

In 2008, when the Town last had a vacancy in the position, after receiving information regarding qualifications and salary for similar positions in other jurisdictions, the Council approved a job description that set the Town Magistrate's salary range at $90,000 - $102,000 and required that candidates be attorneys in good standing with the Arizona State Bar, with a minimum of 10 years of progressively responsible experience as a practicing attorney, judge or hearing officer.

The job posting submitted for Council's approval tonight includes a salary range of $91,382-$141,643. This is the same salary range that the Town Manager has implemented for Town Officers Grade I, which category includes most of the Department Heads in the Town. As the Town Magistrate operates as the Department Head for Marana Municipal Court, the Magistrate's pay should be commensurate with the majority of other Department Heads. Moreover, the suggested salary range is similar to the salary ranges used by the Town's two most similar comparator jurisdictions, Sahuarita and Oro Valley. The range for Sahuarita Town Magistrate is $86,693 - $122,771 (although Council is free to deviate from this range). The range for Oro Valley is $105,223 - $157,834.

The proposed job posting includes the following minimum requirements:

- 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

In most jurisdictions, a minimum number of years of experience is not explicitly stated for a magistrate position, but is prescribed by Council. In the cities of Tucson and Phoenix, a minimum of five years' experience is required for magistrates. Currently, the Town of Marana requires 5 years of relevant experience for Department Head and senior staff positions.

Staff Recommendation:

Staff recommends approval of the recruitment and selection process and job posting.

Suggested Motion:

I move to adopt Resolution No. 2015-075, approving a recruitment and selection process and a job posting for the position of Town Magistrate.

Attachments: Resolution 2015-075
Exhibit A - Recruitment/Seclection Process
Exhibit B - Job Posting

MARANA 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

WHEREAS 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; and

WHEREAS the position of Marana Town Magistrate is currently held by Charles Davies, who has served with distinction in that position since 2008; however, Judge Davies recently announced his intent to retire as of July 31, 2015; and

WHEREAS the Town Council desires to recruit and select a highly qualified candidate for the position of Town Magistrate; 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, ARIZONA, AS FOLLOWS:

SECTION 1. The recruitment and selection process for the position of Town Magistrate, as described in Exhibit A attached to and incorporated by this reference in this resolution, and the job posting for the position, attached to and incorporated by this reference in this resolution as Exhibit B, are hereby approved.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA

2015 MAGISTRATE RECRUITMENT AND SELECTION PROCESS

(All dates are approximate and subject to change)

1. July 1 – July 22, 2015. Post and advertise the position. Applicants will be required to complete an application and submit a resumé and cover letter that discusses how their background meets the requirements of the position.

2. July 23 – August 3, 2015. The Human Resources Department completes screening of application materials for minimum qualifications, provides application materials to the Town Manager's Office for review, and then forwards application materials for those candidates meeting minimum qualifications to the Town Council.

3. August 4, 2015. At the regularly-scheduled Town Council meeting, in an executive session scheduled for this purpose, the Council discusses and considers the candidates and provides direction to staff concerning development of interview questions. Once the Council has identified the candidates to be invited for an interview, the Council will identify those candidates in public session and direct staff to schedule interviews.

4. Mid-August 2015. At either a regularly-scheduled Town Council meeting or a special Council meeting scheduled for this purpose, the Council will interview Town Magistrate candidates. Town Council interviews candidates and deliberates on selection in executive session, selecting a top candidate and alternate(s). In public session, the Town Council directs staff to conduct reference and background checks and begin contract negotiations with the top candidate (not identified by name at this time).

5. September 1, 2015. Council approval of Magistrate contract, or direction to staff to proceed with an alternate candidate if reference and background checks or contract negotiations are unsuccessful with the first candidate. If the latter is the case, Council will receive a briefing in executive session prior to providing direction to staff.

6. Mid-September – October 1, 2015. Targeted start date for new Town Magistrate.

MARANA, ARIZONA
YOUR TOWN

TOWN OF MARANA

marana.com

EMPLOYMENT OPPORTUNITY

THE TOWN OF MARANA IS AN EQUAL OPPORTUNITY EMPLOYER AND A DRUG FREE WORKPLACE.

JOB TITLE: Town Magistrate
DEPARTMENT: Marana Municipal Court
SALARY RANGE: $91,382.00 – $141,643.00 (Salary commensurate with experience)
FLSA STATUS: Exempt (not eligible for overtime)

JOB NUMBER: 168-FA2
OPENING DATE: July 1, 2015
CLOSING DATE: July 22, 2015
NORMAL WORK HOURS: 8–5 (M–F)

DESCRIPTION:

Marana is one of Arizona's most desirable places to live, growing more than 9 percent between the 2010 Census and 2013. At more than 120 square miles and 40,000 residents, Marana lies approximately 20 minutes northwest of downtown Tucson and 75 minutes southeast of Phoenix. Marana incorporated in 1977 and uses the council-manager form of government. More than 300 professionals are employed by the Town. The Town of Marana is also home to the Southwest's largest Ritz-Carlton resort property. The Town makes its decisions based on a Strategic Plan that has five focus areas: Commerce, Community, Heritage, Innovation, and Recreation.

Marana's standards are high, we strive to continue to be an organization of excellence and have developed four Cultural Value Statements that provide the guidelines for how we work together. Our Cultural Value Statements are: We are dedicated to service excellence-We do what it takes to make the Town of Marana better-We treat everyone in our community (both employees and citizens) like family-We trust and value each other.

POSITION DESCRIPTION:

The Town Magistrate is appointed by the Town Council for a two-year term to serve as the presiding officer of the Marana Municipal Court, as specified in Marana Town Code Chapter 5-2. The Town Magistrate will ensure the fair and impartial application of state statutes, Town ordinances, and case law. This position is also responsible for managing municipal court operations.

The powers and duties for this position are set forth and conferred upon the Town Magistrate under the provisions of the state constitution and statutes, the Marana Town Code and the ordinances and resolution of the Town.

EXAMPLES OF DUTIES:

- Supervises any assistant town magistrates, judges pro tempore, magistrate's assistant, court administrator and other personnel of the Marana Municipal Court.
- Fixes all bonds, bails and other monies as provided by law.
- Presides over a variety of proceedings, including jury trials, bench trials, pre-trial conferences, sentencing hearings, probation revocation hearings, and hearings on orders of protection and injunctions against harassment petitions, and takes reasonable measures to assure prompt disposition of cases.
- Supervises and directs the activities of the municipal court operations by directing staff and overseeing the court budget.
- Communicates with Town Leadership, court employees, attorneys, representatives from other agencies, and the general public to establish and maintain effective working relationships.

KNOWLEDGE OF:

- Rules of Judicial Conduct
- Arizona Rules of Court
- State statutes, Town ordinances, applicable case law
- Court procedures and operations
- Practices and acceptable principles of sound financial and personnel management

ABILITY TO:

- Communicate effectively, verbally and in writing
- Resolve operational and procedural problems
- Maintain a professional demeanor in stressful situations
- Respond to citizen requests in a courteous and effective manner
- Make sound and reasonable decisions in accordance with laws, ordinances, regulations and established procedures

MARANA, ARIZONA
YOUR TOWN

TOWN OF MARANA

marana.com

EMPLOYMENT OPPORTUNITY

THE TOWN OF MARANA IS AN EQUAL OPPORTUNITY EMPLOYER AND A DRUG FREE WORKPLACE.

MINIMUM REQUIREMENTS:

- 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

PREFERRED REQUIREMENTS:

- 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

RECRUITMENT PROCESS:

If you meet the minimum requirements, submit a completed Town of Marana application, resume, and cover letter, by the closing date.

TOWN OF MARANA CONTACT INFORMATION:

11555 West Civic Center Drive
Marana, AZ 85653
ph (520) 382-3499 / fx (520) 382-3500
www.marana.com

QUESTIONS:

Human Resources Staff Contact
Fanni Acosta / 520-382-1934 / facosta@maranaaz.gov

THE TOWN OF MARANA IS AN EQUAL OPPORTUNITY EMPLOYER. IF YOU REQUIRE A REASONABLE ACCOMMODATION AT ANY STAGE OF THE APPLICATION/EXAM PROCESS DUE TO A DISABILITY, PLEASE CONTACT THE HUMAN RESOURCES DEPARTMENT PRIOR TO ANY DEADLINES RELATED TO THIS RECRUITMENT PROCESS OR CLICK ON THE LINK BELOW TO FILL OUT A REASONABLE ACCOMMODATION REQUEST FORM. PLEASE CONTACT THE HUMAN RESOURCES DEPARTMENT IF YOU WOULD LIKE THIS PUBLICATION IN AN ALTERNATIVE FORMAT.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item A 4

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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 (John Kmiec)

Discussion:

In 2007, with the allocation of the hydropower from Parker-Davis dam, the name of the department was changed from Marana Water to Marana Utilities.

The current name has caused confusion for customers and those doing business in the water service area. The term "utilities" has proven to have other meanings to members of our community. Further, many of our customers and the general public refer to the department as Marana Water.

To maintain consistency with regional water companies, and to be clear about the services provided, it is recommended to change the name from the Marana Utilities Department to the Marana Water Department. This will also change the title of the Utilities Director to Water Director.

This item also makes global conforming revisions to the Marana Town Code. The term "utilities department" is replaced with "water department" in 29 places throughout Title 14 (Utilities) and in one place in Title 16 (Utilities Board). The term "utilities director" is replaced with "water director" in 12 places throughout Title 14 (Utilities), three places in Title 16 (Utilities Board), and one place in Title 17 (Land Development Code). In addition, this ordinance revises the defined terms for "Department" and "Director" in Section 14-10-5 (industrial waste ordinance definitions). This ordinance also includes a provision authorizing the Marana Town Clerk and the Marana Town Attorney to make other conforming revisions to the Town Code and to Town resolutions and ordinances.

Staff Recommendation:

Staff recommends adoption of Ordinance 2015-015, changing the name of the Marana Utilities Department to the Marana Water Department, and making conforming changes to the Town Code.

Suggested Motion:

I move to adopt Ordinance 2015-015, changing the name of the Marana Utilities Department to the Marana Water Department, and making conforming changes to the Town Code.

Attachments: Ordinance 2015.015

MARANA 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

WHEREAS the Town Council finds that changing the name of the Marana Utilities Department to the Marana Water Department is in the best interests of the Town and its residents.

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

SECTION 1. The name of the Marana Utilities Department is hereby changed to the Marana Water Department.

SECTION 2. The Marana Town Code is hereby amended to replace all instances of "utilities department" with "water department."

SECTION 3. The Marana Town Code is hereby amended to replace all instances of "utilities director" with "water director."

SECTION 4. Marana Town Code Chapter 14-10 (Industrial wastewater ordinance) is hereby amended by revising Section 14-10-5 (Definitions), paragraphs A. 11 and 12 as follows (showing added language with double underlining and deleted language with ~~strikeouts~~):

11. Department or water department: The Marana ~~utilities~~water department.

12. Director or water director: The director of the Marana ~~utilities~~water department or the director's designated representative.

SECTION 5. The Town Clerk and the Town Attorney are each given scrivener's error authorization to make other conforming revisions to the Marana Town Code and to Town resolutions and ordinances, as necessary to implement this ordinance.

SECTION 6. The various town officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this ordinance.

SECTION 7. All ordinances, resolutions, or motions and parts of ordinances, resolutions, or motions of the Council in conflict with the provisions of this ordinance are hereby repealed, effective as of the effective date of this ordinance.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. This ordinance is administrative, and shall become effective immediately.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 30th day of June, 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 A 5

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: June 30, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Initiative 1: Secure necessary water resources and infrastructure.

Subject: 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)

Discussion:
The Town of Marana currently holds a contract entitling the Town to delivery of 1528 acre-feet per year of Municipal and Industrial priority Central Arizona Project (CAP) water, and is seeking access to additional CAP water supplies. The Town utilizes CAP water through underground water storage and recovery wells.

Under state law, underground water storage can occur at Underground Storage Facilities (USFs) and Groundwater Savings Facilities (GSFs). Storage at a USF involves the direct recharge of CAP water to the aquifer. At a GSF, storage occurs where CAP water is used (e.g. for agriculture), in-lieu of groundwater, replacing water that would otherwise be pumped from the aquifer.

Currently, the Town is storing its CAP water at the Lower Santa Cruz Replenishment Project, a USF with a $15 per acre-foot annual operations and maintenance charge. As proposed in the subject agreement, storage at the BKW Farms GSF would benefit the Town both in avoiding the facility O&M charges and through the $12 per acre-foot incentive that BKW will pay the Town, for a total savings of $27 per acre-foot.

Financial Impact:

Fiscal Year:	2016-2021
Budgeted Y/N:	N
Amount:	$

Savings will be acquired in the Water Resources fund and can be re-programmed to obtained other additional resources.

Staff Recommendation:

Staff recommends approving the agreement between the Town of Marana Utilities and BKW Farms, Inc. for in-lieu water deliveries and storage.

Suggested Motion:

I move to adopt Resolution 2015-076, authorizing the Mayor to execute an agreement with BKW Farms, Inc. for in-lieu water deliveries and storage.

Attachments: Resolution 2015-076
Exhibit BKW GSF Agt

MARANA 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

WHEREAS B.K.W. Farms, Inc. ("BKW") possesses a Groundwater Savings Facility Permit from the Arizona Department of Water Resources authorizing the storage of 14,351 acre feet per year of Central Arizona Project ("CAP") water; and

WHEREAS the Town has a contract with the Central Arizona Water Conservation District (CAWCD) for the purchase of CAP water; and

WHEREAS the Town desires to maximize the use of its CAP water to reduce or offset the Town's use of groundwater within the Tucson Active Management Area; and

WHEREAS the proposed agreement with BKW for in lieu water deliveries and storage would allow the Town to receive in-lieu credit for CAP water delivered to BKW at its Groundwater Savings Facility, and allows BKW to use CAP water for its irrigation needs in order to reduce its groundwater use, in accordance with its Groundwater Savings Facility Permit; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the agreement with B.K.W. Farms, Inc. for in lieu water deliveries and storage in substantially the form attached to this resolution as Exhibit A is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 30th day of June, 2015.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT BETWEEN THE TOWN OF MARANA
AND B.K.W. FARMS, INC.
FOR IN-LIEU WATER DELIVERIES AND STORAGE

THIS AGREEMENT is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and B.K.W. FARMS, INC. ("BKW"), an Arizona corporation, for the delivery and storage of In-Lieu Water at a Groundwater Savings Project pursuant to A.R.S. § 45-812.01, et seq.

Recitals

A. BKW possesses a Groundwater Savings Facility Permit from the Arizona Department of Water Resources authorizing the storage of 14,351 acre feet per year of Central Arizona Project ("CAP") water.

B. The Town is a party to a contract with the Central Arizona Water Conservation District (CAWCD) enabling it to purchase CAP water.

C. The Town desires to maximize the use of its CAP water to reduce or offset the Town's use of groundwater within the Tucson Active Management Area.

D. The Town desires to deliver CAP water to BKW at its Groundwater Savings Facility for which the Town shall acquire a Water Storage Permit.

E. BKW desires to use CAP water for its irrigation needs in order to reduce its groundwater use, in accordance with its Groundwater Savings Facility Permit.

F. BKW desires to purchase CAP water from the Town and the Town desires to sell BKW such CAP water under the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, for and in consideration of, the mutual covenants set forth in this Agreement, the Town and BKW agree as follows:

1. Definitions. The following terms have the following meanings for purposes of this Agreement:

"ADWR" shall mean the Arizona Department of Water Resources.

"CAP water" shall mean the Central Arizona Project water that the Town has the legal right to purchase and use.

"CAWCD" shall mean the Central Arizona Water Conservation District.

"Delivery" or "Delivered" shall mean CAP water purchased by the Town, made available in the CAWCD canal at the designated point specified by BKW and received by BKW.

"Facility Permit" shall mean Permit No. 72-538133.0005 (or the active Permit Number subsequent to modification) issued by ADWR to BKW to operate a groundwater savings facility pursuant to A.R.S. § 45-801.01 et seq.

"Groundwater Savings Facility" shall mean a groundwater savings facility pursuant to A.R.S. § 45-812.01, for which a Facility Permit has been issued.

"In-Lieu Water" shall mean CAP water as defined in A.R.S. § 45-802.01(9), purchased by the Town for Delivery to BKW under this Agreement.

"Pumped Groundwater" shall mean water withdrawn from any of the wells listed in the plan of operation incorporated in the Facility Permit and designated by the ADWR as pumping groundwater for the purpose of Title 45 of A.R.S., Chapter 3.1.

"Recovery Well Permit" shall mean Permit No. 74-211278, issued by ADWR to the Town for recovery of water stored in a storage facility, pursuant to a storage permit.

"Water Storage Permit" shall mean the permit issued by ADWR to the Town for storage of In-Lieu Water at the Groundwater Savings Facility pursuant to A.R.S. § 45-801.01, et seq.

"Long-Term Storage Credits" shall mean those credits accrued by the Town's Account LTS #70-411220 from In-Lieu Water stored pursuant to this Agreement, as determined by the requirements of A.R.S. § 45-852.01.

2. Obligations of BKW

2.1. Purpose of Use. BKW shall use the In-Lieu Water Delivered under this Agreement for agricultural irrigation, to replace, on a gallon-for-gallon basis, pumped groundwater within the area designated on the Facility Permit.

2.2. Quantity of In-Lieu Water. Pursuant to applicable Facility and Water Storage Permits issued by the ADWR, BKW shall request that the Town order a minimum of 500 acre feet of In-Lieu Water from the Town's CAP water during the term of this Agreement, provided, however that if BKW desires to order additional of CAP water, the Town may do so upon the mutual agreement of the Town and BKW. BKW shall take Delivery of any and all In-Lieu Water ordered by the Town on BKW's behalf.

2.3. Notice of Order.

2.3.1. Annual. On or before July 15 of each year, BKW shall submit a preliminary order to the Town for In-Lieu Water for the following year. The order shall indicate, by month, the number of acre-feet of In-Lieu Water requested by BKW to be Delivered for the ensuing 12-month period.

2.3.2. Town Recharge Quantification. On or before September 1 of each year, the Town shall notify BKW, in writing, of the amount of In-Lieu Water the Town has elected to purchase for delivery to BKW in the following calendar year. Concurrently with its order, the Town shall notify BKW whether it has elected to have CAP water delivered pursuant to its contract with CAWCD.

2.4. Monthly Meter Reading. All water Delivered from the water supply system shall be measured with equipment furnished and installed by BKW and operated and maintained by

BKW in accordance with ADWR standards and requirements. The results of such measurement shall be subject to monitoring and verification, in cooperation with BKW, from time to time by the Town.

2.5. Points of Delivery. BKW shall take Delivery of the In-Lieu Water at such points along the CAP canal as may be agreed upon in writing by CAWCD and BKW.

2.6. Water Quality Standard. BKW shall be responsible for meeting all applicable federal, state, or local water quality standards for its use of the In-Lieu Water and for reasons beyond BKW's control may decline to take Delivery of any In-Lieu Water BKW determines to be unsuitable for irrigation use under said standards. In-Lieu Water determined to be unsuitable for irrigation shall be included in calculating BKW's compliance with the minimum order requirement of Section 2.2 of this Agreement, but shall not be subject to the payment obligation of Sections 2.7 and 3.5 of this Agreement, except to the extent BKW takes Delivery of the In-Lieu Water.

2.7. In-Lieu Water Charge Per Acre-Foot. BKW shall pay the Town $12.00 per acre-foot for In-Lieu Water Delivered from the Town's CAP water. If BKW fails to accept Delivery of In-Lieu Water ordered from CAWCD by or on BKW's behalf in accordance with Sections 2.3.1 and 3.3 of this Agreement, BKW shall nonetheless pay the Town the actual cost of such ordered but not Delivered In-Lieu Water, except as provided by Sections 2.6 (except to the extent BKW takes Delivery of the In-Lieu Water), 2.10, and 2.11 of this Agreement.

2.8. Delivery Systems and Other Costs. BKW shall be responsible for the design, construction and costs of any necessary delivery systems required to be constructed on property owned or controlled by BKW to accept Delivery of In-Lieu Water under the terms of this Agreement. BKW shall be solely responsible for any costs arising out of the use of the In-Lieu Water, the operation or maintenance of the delivery systems described in this paragraph or the construction, operation and maintenance of any treatment system or other delivery system. Nothing herein shall be construed as requiring BKW to construct, replace, operate or maintain any delivery system or portion thereof.

2.9. Maintain of Records; Reporting. BKW shall maintain all records and accounts of deliveries, storage and uses of the In-Lieu Water under this Agreement. BKW shall provide the Town, annually, all records, accounts, reports, and plans necessary for the Town to file any reports or other documentation required under the terms of its Water Storage Permit. BKW shall file all reports and documentation required under the Facility Permit. Copies of all such records, accounts, reports, plans or other documents shall be made available to the Town.

2.10. Ineligible In-Lieu Water. Instead of the fee set forth in Section 2.7 of this Agreement, if ADWR determines that any In-Lieu Water Delivered was not used on a gallon-for-gallon basis in-lieu of groundwater under A.R.S. § 45-852.01(C)(2), BKW shall reimburse the Town $12.00 an acre foot for such In-Lieu Water from the Town's CAP water if such determination is based on ADWR's finding that the In-Lieu Water does not qualify as "water that cannot reasonably be used directly" under A.R.S. § 45-801.01(21)(b) or does not qualify for some other reason beyond BKW's control. If the Town fails to receive Long-Term Storage Credits due to reasons within BKW's control; BKW shall pay the Town the Town's actual cost for such ineligible Delivered In-Lieu Water.

2.11. Interruptibility of In-Lieu Water Deliveries; Curtailments. BKW acknowledges the interruptible nature of the In-Lieu Water supply to be furnished under this Agreement. The Town shall not be liable for any damages to BKW resulting from curtailment, interruptions, discontinuances or reductions in supply or undeliverable water that are beyond the control of the Town. In-Lieu Water deliveries curtailed, interrupted, discontinued or reduced by someone other than BKW shall still count toward BKW's obligation to order under Section 2.2 of this Agreement, and BKW shall only be obligated to pay the fees set forth in Section 2.7 of this Agreement for the amount of the actual In-Lieu Water Delivered due to the curtailment, interruption, discontinuance or reduction.

2.12. Interference with Contract. Nothing herein shall preclude BKW from entering into agreements to accept water and/or effluent for storage by others; provided, however, any such agreement executed after the effective date of this Agreement shall not adversely affect the Town's rights under this Agreement or cause BKW to otherwise act in any manner that is inconsistent with this Agreement or BKW's obligations under this Agreement.

3. Obligations of the Town

3.1. Water Storage Permit. The Town shall be responsible for maintaining a Water Storage Permit before any In-Lieu Water is Delivered to the Groundwater Savings Facility.

3.2. In-Lieu Water Order. By October 1 of each year, the Town shall order from CAWCD the In-Lieu Water the Town has elected to purchase pursuant to Section 2.3.2 for delivery to BKW the next year.

3.3. Delivery of In-Lieu Water. During the term of this Agreement, the Town shall order and arrange for the Delivery of a minimum of 500 acre-feet of In-Lieu Water to be Delivered through the CAP aqueduct to BKW. The Town shall provide assistance reasonably required to achieve Delivery of any ordered In-Lieu Water to BKW. By mutual agreement, the parties may agree to the Delivery of additional amounts of In-Lieu Water under the terms and conditions herein.

3.4. Quality of In-Lieu Water. The Town makes no representations or warranties as to the quality of any In-Lieu Water Delivered hereunder and is under no obligation to construct or furnish water treatment facilities to maintain or improve the quality of any In-Lieu Water Delivered pursuant to this Agreement.

3.5. Billing. Upon receipt of a monthly statement from CAWCD indicating the amount of In-Lieu Water billed to the Town, the Town shall issue a bill to BKW monthly for the In-Lieu Water to be Delivered under this Agreement. The bill will be for the actual amount of In-Lieu Water for which the Town has been billed by CAWCD. The amount billed shall be paid within 45 days from the date of the bill. Late payments shall incur interest at the rate of (a) 12% per annum from and after the date of delinquency of any such payment, or (b) 4% over Bank of America – Arizona's then applicable prime interest rate, whichever is lower.

3.6. Accounting. Within 30 days of the Town's receipt of its long-term storage account report from ADWR reflecting the In-Lieu Water stored pursuant to this Agreement, the Town shall prepare an accounting of all In-Lieu Water ordered and Delivered to and all payments for In-Lieu Water paid by BKW under Section 3.5 of this Agreement, adjusted as appropriate pursuant to Sections 2.6, 2.10, and 2.11 of this Agreement. BKW shall pay the Town within 10 days of receipt of said accounting any amounts due pursuant to this Agreement. The Town shall refund any overpayments made by BKW.

3.7. Accrual of Credits. Pursuant to its Water Storage Permit, the Town shall recover credits annually pursuant to its Recovery Well Permit or accrue Long-Term Storage Credits in its storage account LTS #70-411220 for the In-Lieu Water Delivered to BKW and may use them at its sole discretion. If BKW enters into agreements with other persons to store In-Lieu Water at the same Groundwater Savings Facility, the In-Lieu Water Delivered pursuant to this Agreement shall be deemed to have been Delivered and stored in the same order of priority and sequence as the execution of this Agreement as compared to any other agreements or amendments thereof entered into by BKW and other third parties.

3.8. Recovery of Credits. The Town may recover its Long-Term Storage Credits from any location and at any time as may be permitted by ADWR; provided, however, that such credits shall not be recovered from any lands controlled by BKW without the approval of BKW, and under such terms and conditions as may be mutually agreed to hereafter.

3.9. No Interference with BKW. Nothing in this Agreement shall be construed to require BKW to construct or replace any facility to take, deliver or recharge In-Lieu Water under this Agreement or to construct, replace, or operate any well or water related facility to recover water stored at the Groundwater Savings Facility. Nothing in this Agreement shall be construed as BKW's consent to the establishment of any recovery well or any recovery activity underlying BKW's Groundwater Savings Facility. Notwithstanding the foregoing, BKW shall be obligated to pay any costs incurred by the Town for In-Lieu Water as a result of BKW's failure to take Delivery of such In-Lieu Water due to BKW's decision not to construct or replace any facility necessary to take Delivery of such In-Lieu Water.

4. Term and Termination

4.1. Term. This Agreement shall become effective on the last party's signature date and shall be operative up to and including December 31, 2020, unless terminated sooner as provided by this Agreement.

4.2. The Town's Termination Right. The Town may terminate this Agreement without further obligation or consequence upon written notice to BKW if any of the following occurs:

4.2.1. The Town cannot secure In-Lieu Water, or

4.2.2. The Town is no longer eligible to obtain Long-Term Storage Credits, or

4.2.3. The Town determines that the In-Lieu Water Charge Per Acre-Foot payable by BKW pursuant to this Agreement (Section 2.7) does not match the market price based on the charge per acre-foot paid by other in-lieu water providers, or

4.2.4. The Town is for any reason regularly or routinely not receiving gallon-for-gallon credits for In-Lieu Water, whether the cause is within BKW's control or not; or

4.2.5. The Town determines that this Agreement is impracticable or not feasible due to regulatory or financial reasons, including but not limited to changes in ADWR's current calculation of the accrual of Long-Term Storage Credits for groundwater savings facilities.

4.3. BKW's Termination Right. Provided that BKW pays the Town for all costs incurred by the Town for the In-Lieu Water ordered under Sections 2.3.1 and 3.3 of this Agreement but not Delivered, BKW may terminate this Agreement without further obligation or consequence upon written notice to the Town if BKW is unable to utilize In-Lieu Water due to any of the following:

4.3.1. BKW determines that the In-Lieu Water Charge Per Acre-Foot payable by BKW pursuant to this Agreement (Section 2.7) does not match the market price based on the charge per acre-foot paid by other in-lieu water providers, or

4.3.2. The Town is for any reason regularly or routinely not receiving gallon-for-gallon credits for In-Lieu Water, whether the cause is within BKW's control or not; or

4.3.3. Regulatory changes, or

4.3.4. Unsuitability of water for irrigation, or

4.3.5. Weather conditions, or

4.3.6. Acts of nature or God, or

4.3.7. Flooding, or

4.3.8. Crop failure, or

4.3.9. Other natural disaster.

4.4. Insolvency or Bankruptcy. Notwithstanding any of the above, this Agreement shall automatically terminate if BKW becomes insolvent or initiates bankruptcy proceedings, loses its Facility Permit, or fails to meet its operating or Groundwater Savings Facility plan of operation.

5. Assignment

5.1. Assignment by the Town. The Town may assign all or a portion of its obligations and rights under this Agreement to any successors or assigns without prior written consent of BKW, provided that each such successor in interest or assignee is bound by each and every term and condition of this Agreement applicable to the Town.

5.2. Assignment of Long-Term Storage Credits. The Town, in its sole discretion, may assign its Long-Term Storage Credits without prior consent of BKW; provided, however, that the Town shall not assign credits for recovery of stored water underlying the exterior boundaries of the BKW's Groundwater Savings Facility without the written consent of BKW and upon terms and conditions acceptable to BKW.

5.3. Assignment by BKW. BKW may not assign all or a portion of its rights and obligations under this Agreement to any successors or assigns without the prior written consent of the Town and the Town shall not unreasonably withhold its consent. Further, BKW shall not sell or transfer the In-Lieu Water Delivered under this Agreement to others or allow the use by others of the In-Lieu Water outside the areas included in the Facility Permit without prior written consent of the Town. BKW may sell, transfer or allow others to use the In-Lieu Water within the area included in the Facility Permit.

6. Indemnification

6.1. BKW shall hold the United States, CAWCD, and the Town harmless from any damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with BKW's control, carriage, handling, use, disposal, or distribution of In-Lieu Water Delivered pursuant to this Agreement. Nothing in this Agreement shall make BKW responsible for or require BKW to indemnify anyone, including the Town, for any degradation of the aquifer associated with use of In-Lieu Water instead of Pumped Groundwater.

6.2. The Town shall hold BKW harmless from any damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death arising out of or connected with the Town's control, carriage, handling, use, disposal, or distribution of In-Lieu Water Delivered pursuant to this Agreement. Nothing in this Agreement shall make the Town responsible for or require the Town to indemnify others, including BKW, for any degradation of the aquifer associated with the use of In-Lieu Water instead of Pumped Groundwater.

6.3. The Town and BKW shall work together to mitigate any costs incurred by either party for any In-Lieu Water ordered, but not Delivered due to the conditions set forth in Sections 2.6, 2.10, or 2.11.

7. Miscellaneous

7.1. Notices**.** Any notice, demand or request authorized or required by this Agreement shall be deemed to have been given when mailed, postage prepaid, or delivered as follows:

If to the Town:	Water Department Director Town of Marana 5100 W. Ina Road Marana, AZ 85743
If to BKW:	BKW Farms, Inc. P.O. Box 638 Marana, Arizona 85653-0638

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

7.3. Governing Law. This Agreement and the rights, duties and obligations of the parties hereto shall be governed and construed in accordance with the substantive laws of the State of Arizona. The characterization hereunder, or by the Director of ADWR, of Pumped Groundwater as groundwater is not binding for any other purpose and is not intended for use and shall not be used as evidence of the validity, invalidity, nature, legal character, extent or relative priority of any water right or source of water in any administrative or judicial proceeding except one arising directly from the Director's determination pursuant to Chapter 3.1, Title 45, Arizona Revised Statutes, regarding whether In-Lieu Water Delivered pursuant to this Agreement was Delivered on a gallon-for-gallon substitute basis in lieu of groundwater that otherwise would have been pumped by recipient BKW from the Tucson Active Management Area.

7.4. Modifications. This Agreement shall only be amended or modified upon the written agreement of the parties; provided, however, that if there are changes in ADWR's current calculation of the accrual of Long-Term Storage Credits at groundwater savings facilities, the parties shall renegotiate the charge for In-Lieu Water payable under this Agreement.

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

The "Town":	"BKW":
TOWN OF MARANA, an Arizona municipal corporation	B.K.W. FARMS, INC., an Arizona corporation
Mayor Ed Honea	Brian K. Wong, President

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D 1

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: June 30, 2015

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Initiative 1: Secure all necessary water resources and infrastructure.

Subject: 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 (John Kmiec)

Discussion:

The Town of Marana Utilities Department has a current Central Arizona Project (CAP) subcontract allocation of 1528 acre-feet per year. The CAP water and the Town's newly acquired effluent resources are the primary renewable water supply assets currently owned by the Town's water department. As the Town continues to grow, new renewable water supplies to ensure an assured water supply designation is necessary. In 2014, the reported water use by the Town's water department was 2253 acre-feet.

Avra Water Co-op, located in Avra Valley just south of Town of Marana, has a current CAP subcontract allocation of 808 acre-feet. Avra Water Co-op does not have a designation of assured water supply with the Arizona Department of Water Resources. As such, Avra Water is considering relinquishing its CAP allocation.

The Town, being an adjacent community to the Avra Water service area, may be well positioned to request any reallocation of the Avra Water CAP subcontract. This reallocation, if pursued and successful, would assist the Town in meeting future water demands.

This presentation is provided as an informational update to the council on the potential opportunity for the acquisition of renewable water supplies.

Staff Recommendation:

Staff recommends continued discussions between the Marana Utilities staff and representatives of Avra Water Co-op on the potential relinquishment and reallocation of Avra Water's current CAP entitlement.

Suggested Motion:

I move to allow staff from Marana Utilities to continue discussions with Avra Water Co-op officials on the future of their CAP allocation.

Attachments:

No file(s) attached.

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D 2

To: Mayor and Council

Submitted For: Erik Montague, Finance Director

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Administration; report to the Town Council pursuant to Marana Town Code Section 3-4-4 regarding an emergency purchase (Erik Montague)

Discussion:

Town Code section 3-4-4 provides that in case of an emergency which requires immediate purchase of supplies or services and when time is of the essence, a full report of the circumstances of the emergency and the goods or services obtained be made to Town Council at the next regular meeting. Please find the report attached to this item.

Financial Impact:

Fiscal Year:	2016
Budgeted Y/N:	Y
Amount:	$101,890

The costs of this item can be absorbed within the adopted 2016 budget.

Staff Recommendation:

Staff report only.

Suggested Motion:

Staff report only.

Attachments: Report to Council

MARANA
FINANCE DEPARTMENT

REPORT TO TOWN MAYOR AND COUNCIL

DATE: June 25, 2015

TO: Mayor and Council

FROM: Erik Montague, Finance Director

THROUGH: Gilbert Davidson, Town Manager and Jamsheed Mehta, Deputy Town Manager

SUBJECT: Report to Council for the emergency procurement of soil stabilization and repair work in the Pines housing development along portions of North Mountain Stone Pine Way.

The purpose of this report is to provide information and to report on an expenditure made in adherence to Town Code 3-4-4 Emergency Purchases. Emergency procurement of soil stabilization and repair work was determined to be necessary as the current condition places citizens and property at risk of injury or damage. Town Code requires that a "full report of the circumstances of the emergency and the goods or services obtained shall be made to the town council at its next regular meeting". The following provides information surrounding the emergency procurement.

Background

In late fall 2014, Public Works staff became aware of collapsing or lifting driveways, curbs and asphalt in the Pines development along portions of North Mountain Stone Pine Way. Based upon staff review of site preparation documents, it was determined that a significant pit with an increasing depth of up to approximately 25 feet deep existed on the site which was filled in with soils as part of the site preparation work for the housing development. However, compacted, engineered soils appear to not have been utilized to fill all sections of this pit. A review of the soils evaluation report from Terracon indicated that these deep fill soils were used to support the front concrete drive ways, sidewalks, curb/gutters and asphalt roadway of approximately eight residences along a section of North Mountain Stone Pine Way. An illustrative map is included as Exhibit 1.

As a result of inadequate fill soils and compaction, significant settling and compaction of the fill soils within portions of this pit are occurring which, in some cases, is causing significant collapsing, shifting or lifting of concrete slabs, sidewalks, curb/gutter and asphalt along portions of North Mountain Stone Pine Way. Significant periods of precipitation appear to expedite the rate of settling and compaction of soils within the impacted area. As significant shifts in soil have occurred and as the summer monsoons are quickly approaching which will potentially worsen the situation with increased precipitation, the Public Works department recommended that an emergency procurement occur so that the required stabilization and repair work can occur as quickly as possible.

Recommended Treatment

The recommended treatment for the fill soils within this pit is to first stabilize the soil by utilizing a filling, structural urethane in a grid pattern from a depth of 25 feet up to within approximately 4-5 feet of the surface. Once the soils have been stabilized, a second phase of the treatment utilizing an

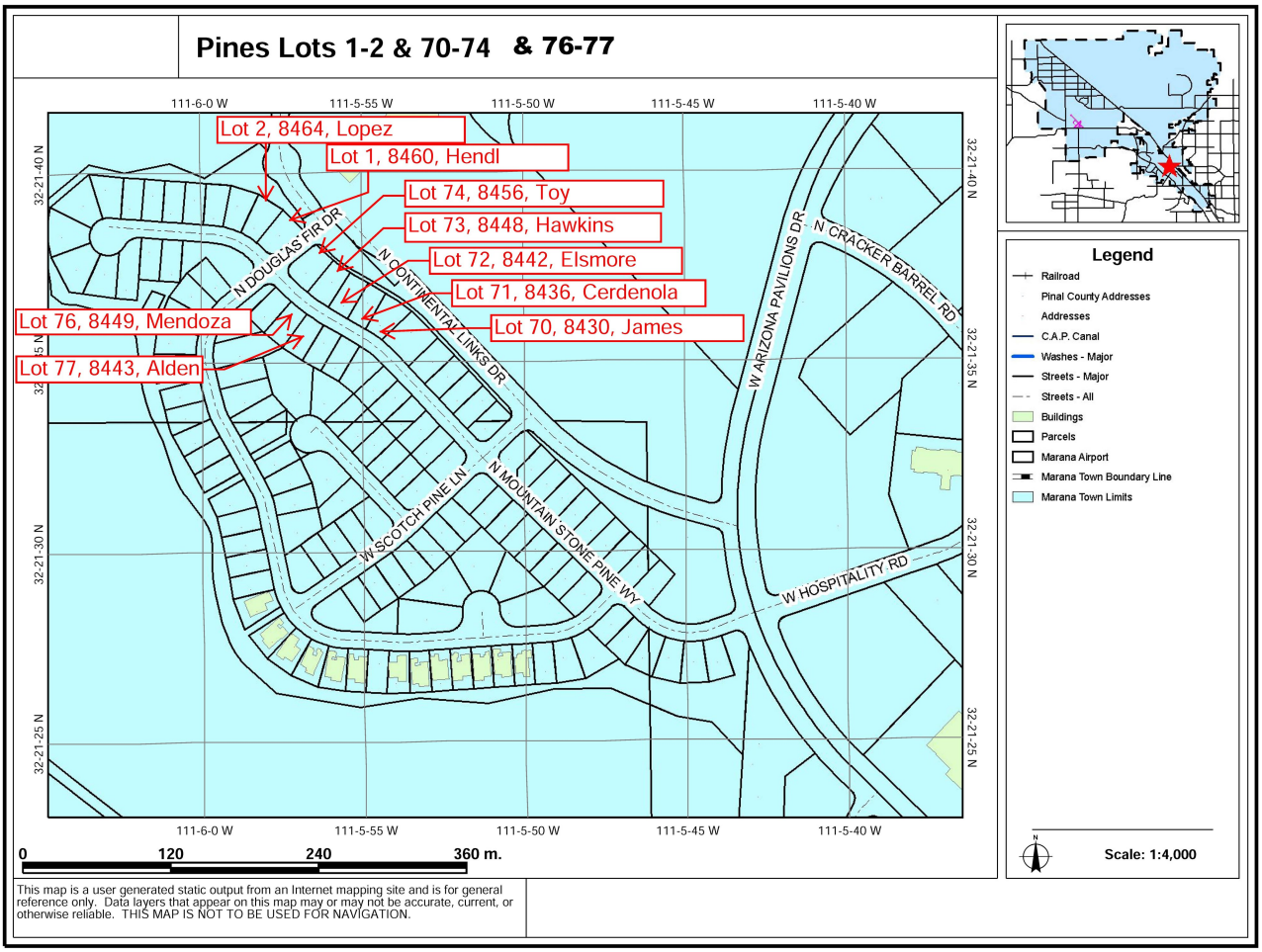
expanding, structural urethane will be used to lift driveways, curbs and asphalt, as required. The Public Works department utilized similar techniques along a section Blue Crossing Way in the Continental Ranch development with positive results. A copy of the stabilization and repair proposal is attached to this report as Exhibit 2.

Financial Impact

Estimated costs within the public right of way are approximately $101,890. Adequate budget capacity exists within the adopted 2016 budget to absorb these costs.

Evaluation

Public Works staff reviewed cost estimates and determined the approach, techniques and costs are reasonable and appropriate. Additionally, the stabilization and repair work will also significantly reduce the risk of additional damage to property and risk of personal injury within the development.


Pines Lots 1-2 & 70-74 & 76-77
Lot 2, 8464, Lopez
Lot 1, 8460, Hendl
Lot 74, 8456, Toy
Lot 73, 8448, Hawkins
Lot 72, 8442, Elsmore
Lot 71, 8436, Cerdenola
Lot 70, 8430, James
Lot 76, 8449, Mendoza
Lot 77, 8443, Alden
N DOUGLAS FIR DR
N CONTINENTAL LINKS DR
W ARIZONA PAVILIONS DR
N CRACKER BARREL RD
W SCOTCH PINE LN
N MOUNTAIN STONE PINE WY
W HOSPITALITY RD
111-6-0 W
111-5-55 W
111-5-50 W
111-5-45 W
111-5-40 W
32-21-40 N
32-21-35 N
32-21-30 N
32-21-25 N
0
120
240
360 m.
Legend
Railroad
Pinal County Addresses
Addresses
C.A.P. Canal
Washes - Major
Streets - Major
Streets - All
Buildings
Parcels
Marana Airport
Marana Town Boundary Line
Marana Town Limits
Scale: 1:4,000
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.

Reliable Structures Inc
*PO Box 21202, Mesa, AZ 85277 * phone 480 529 4800 * fax 866 529 4704*
*greg.walliman@reliablestructuresinc.com * www.reliablestructuresinc.com*

June 20, 2015 – Rev 2

This proposal is hereby submitted to:	Mr. Morris J. Reyna, Engineering Dept. Town of Marana 11555 West Civic Center Drive Marana, AZ 85653 Richmond American Homes 3091 West Ina Road Tucson, AZ 85741
For soils structural repairs at:	Eight Residences North Mountain Stone Pine Way Marana, AZ 85743

Reliable Structures and the individuals or entities designated as **Owner(s) or Agent(s)** above enter into this agreement as follows:

Reliable Structures will provide all labor, materials, Workers' Compensation Insurance, Liability Insurance and supervision to perform the following:

SITUATION

The **referenced eight residences** require soils structural repair. Based on information provided by Mr. Reyna, Mr. Rich of Richmond American, the Terracon soils evaluation report and the Reliable inspection conducted on April 3, 2015, there are deep fill soils (approx 15' to 25') supporting the front concrete driveways, front yards/walkways, sidewalks, curb/gutters and asphalt roadway that have experienced soils collapse and caused varying degrees of pavement settlement at the following eight addresses; 8430, 8436, 8442, 8443, 8448, 8449, 8460 and 8464 North Mountain Stone Pine Way. This condition is likely a result of inadequate compaction of the deep fill soils during original construction and/or subsequent water infiltration into those deep soils.

The Town (ROW) and Builder (Private) are requesting a repair plan and cost estimate to strengthen and stabilize the deep soils with expanding, structural urethane at the eight areas between the front face of the residences and the center of the street, using the back of the sidewalk as the dividing line between private and public ownership. In addition, a repair plan and cost estimate is also requested for the lifting of the settled sections of driveway, sidewalk and curb/gutter, again using the same back-of-sidewalk dividing line.

The Town and Builder indicate that the potential collapse conditions within the deep soils behind the front face of some of the six residences on the east side of the street were resolved prior to home construction by 15' over-excavation and replacement backfill/compaction with engineered fill.

SCOPE OF WORK

Once the underground utilities within the work zone have been located and marked and the homeowners have removed their vehicles from the driveways and the street, the urethane deep injection grid pattern (4' to 4.5' staggered, horizontal centers) will be laid out and marked, ¾" dia injection pipe pathway holes will be drilled through the driveway, walkway, sidewalk, curb/gutter and street pavements and ¾" dia pre-drilled injection pipes will be inserted and driven/advanced to depths of between 13' and 20', depending upon each area's location relative to the fill depth contour information contained in the Terracon borings maps. Approximately 960 total injection pipes will be required to treat the eight areas.

Then, water and water-reactive expanding, structural urethane (Spetec H-40 or equivalent) will be incrementally injected through each pipe until back-pressure refusal is achieved which will indicate that a

compaction and/or permeation grout column has been established within the soils mass at each injection pipe thereby strengthening, densifying and stabilizing the deep soils. The concrete and asphalt pavements will not be lifted during the deep stabilization process.

After the deep injections are completed, the injection pipes running through the pavement areas will be cut flush with the pavement surface and the remaining holes will be patched with a non-shrink cementitious grout to help hide the holes for cosmetic purposes. The injection pipes in the landscaped areas will be cut below the surface and the remaining ends will be covered with soils and/or landscape gravel.

Once the deep soils are stabilized, the joints within the area of the settled sections of driveway pavement and the settled sections of sidewalk and curb/gutter pavement at the 8430, 8443, 8448 and 8449 addresses will be cut to free them up and the slabs will be drilled as needed (5/8" dia holes) and lifted with expanding, structural urethane (SWD Urethane 232-4 or equivalent) back to their proper, on-grade elevations. To properly control the lift progress the driveways and adjoining sidewalks must be lifted together as one operation.

Following the lift operation, the injection holes will be patched with non-shrink grout to help hide the holes for cosmetic purposes.

Scope of Work Notes and Conditions

A. It is not expected that local jurisdictional agency(s), including the HOA will require the deep soils stabilization or slab lifting repair work be permitted, therefore costs for preparing engineering drawings and/or for obtaining, managing and closing out a permit are not included in this proposal. If it is determined a permit is required, then the related agreement cost and timeline impacts will be determined and adjusted at that time.
B. The work will be accomplished between the hours of 6:00 AM to 6:00 PM, Monday through Sunday, holidays excepted. The work areas will be safety barricaded and construction debris will be cleared at the end of each work period.
C. A rental restroom will be placed and maintained on site for Reliable crew use.
D. Reliable will locate and mark all existing sub-grade utility systems within the work zone that can be found with conventional location technology and Reliable shall be liable for any located utility damage that is caused by their work. However, Reliable has no responsibility for damage that they cause to any unknown sub-grade utility system or for additional damage to utility or structural systems that were weakened or compromised as a result of the soils collapse conditions.

ESTIMATED COST & SCHEDULE

For repair area breakdown and pricing, please see Exhibit A, enclosed

The project duration for all of the listed work is estimated at sixteen working days on site.

Note: the pricing listed in Exhibit A is based on performing the deep soils repair work and the pavement lifting work at the eight residences under one mobilization at Reliable's discretion.

Note: the pricing for urethane deep stabilization is approximately $0.70 per square foot per foot depth.

Thank you for your interest in Reliable Structures and for the opportunity to submit a plan/proposal on this deep soils and pavement lifting structural repair program. We would be glad to meet with you in person or on the phone to discuss these items in greater detail. Please let us know if you have any questions. We look forward to providing superior service and excellent results.

Sincerely,

Greg G. Walliman
Project Manager

Exhibit A

Scope of Work *	lot #	address	approx fill depth (ft)	area (ft2)	**Private price ($)**	**ROW price ($)**
deep stabilize driveway & front yard	2	8464	15.00	1,040	10,120	-
deep stabilize sidewalk, c/g & street	2	8464	15.00	988	-	9,680
deep stabilize driveway & front yard	1	8460	17.00	1,160	11,770	-
deep stabilize sidewalk, c/g & street	1	8460	17.00	1,102	-	11,230
-						
deep stabilize driveway & front yard	73	8448	25.00	1,408	17,080	-
deep stabilize sidewalk, c/g & street	73	8448	23.00	1,216	-	14,900
lift settled section of driveway	73	8448	-	-	2,060	-
lift settled section of sidewalk & c/g	73	8448	-	-	-	2,550.00
deep stabilize driveway & front yard	72	8442	20.00	1,298	14,710	-
deep stabilize sidewalk, c/g & street	72	8442	20.00	1,121	-	12,860
deep stabilize driveway & front yard	71	8436	17.00	1,232	12,960	-
deep stabilize sidewalk, c/g & street	71	8436	18.00	1,064	-	10,880
deep stabilize driveway & front yard	70	8430	13.00	1,232	11,770	-
deep stabilize sidewalk, c/g & street	70	8430	13.00	1,064	-	10,710
lift settled section of driveway	70	8430	-	-	1,930	-
lift settled section of sidewalk & c/g	70	8430	-	-	-	2,440.00
deep stabilize driveway & front yard	77	8443	15.00	1,232	11,980	-
deep stabilize sidewalk, c/g & street	77	8443	15.00	1,064	-	10,880
lift settled section of driveway	77	8443	-	-	1,930	-
lift settled section of sidewalk & c/g	77	8443	-	-	-	2,440.00
deep stabilize driveway & front yard	76	8449	15.00	1,232	11,980	-
deep stabilize sidewalk, c/g & street	76	8449	15.00	1,064	-	10,880
lift settled section of driveway	76	8449	-	-	1,930	-
lift settled section of sidewalk & c/g	76	8449	-	-	-	

			2,440.00
		========	========
	$ Totals	**110,220**	**101,890**

* = driveway & front yard measured from back of sidewalk to front face of residence
= sidewalk, c/g & street measured from back of sidewalk to center of street

RELIABLE STRUCTURES INC.

Agreement Terms

1 / CHANGES: Changes to the scope of work will be performed only with a written change order signed on behalf of the Agent and Reliable.

2 / PAYMENT TERMS: Fifty percent (50%) of the total Agreement amount is due at the Agreement signing. The fifty percent (50%) balance is due within seven calendar days after project completion. Finance charges at a rate of 3% monthly will accrue on delinquent balances.

3 / DEEP SOILS REPAIR LIMITED WARRANTY: The deep soils stabilization and pavement lifting structural urethane repair work is warranted on the basis of materials and workmanship for a period of ten (10) years from the date of completion of the Work. The sole remedy that Reliable Structures is obligated to provide under this warranty is the injection of additional urethane at those otherwise unmodified and/or undamaged area(s) of deep soils where there is evidence that the deep soils have experienced collapse or consolidation from their post-repair conditions and/or the injection of additional urethane at those otherwise unmodified and/or undamaged area(s) of lifted pavement where there is evidence that the lifted pavement has experienced settlement from its post-repair elevation.

This proposal may be withdrawn if not accepted within 30 days.

Signature_____ _____
Greg G. Walliman — Date
Reliable Structures Inc.
Arizona License # ROC247805

ACCREDITED BUSINESS BBB

ACCEPTANCE OF PROPOSAL: The prices, specifications and conditions are satisfactory and are hereby accepted. Reliable is authorized to accomplish the work as specified.

Signature_____ _____
Owner — Date

Signature_____ _____
Owner — Date

11555 W. CIVIC CENTER DRIVE, MARANA, ARIZONA 85653

Item D 3

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: June 30, 2015

Strategic Plan Focus Area:
Not Applicable

Subject: 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 (Jane Fairall)

Discussion:

The Town Council approved an employment agreement with Town Manager Gilbert Davidson on July 15, 2008, via adoption of Resolution No. 2008-95. This agreement was subsequently amended in June of 2009 and in June of 2011 to readopt the severance provision of the agreement upon the seating of a new Council. On July 2, 2013, the Council amended the agreement via adoption of Resolution No. 2013-067, increasing the Town Manager's salary and making various other revisions, including removing the provisions requiring termination and readoption of the severance provisions of the agreement. The agreement has not been revised since July 2, 2013. A copy of the agreement is included in the Council packet for the Council's information and convenience.

On the agenda for tonight's meeting is an executive session pursuant to A.R.S. §38-431.03 (A)(1) to discuss and evaluate the performance of Town Manager Gilbert Davidson. Following the executive session, Council may direct staff to take action regarding the Town Manager's agreement, including any possible revisions desired by the Council.

Financial Impact:

Any changes to the agreement that result in an increase in costs should be able to be absorbed within existing budgetary capacity for the FY 2015-2016 budget.

Staff Recommendation:
Council's pleasure

Suggested Motion:
I move to direct staff to amend the Town Manager's employment contract as follows: [specific details of any amendments] with an effective date of [insert effective date] and to authorize the Mayor to execute the agreement.

OR
Council's pleasure
OR
No action

Attachments: Town Manager employment agreement 2013

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND GILBERT DAVIDSON

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and GILBERT DAVIDSON (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on July 1, 2008, the Town Council appointed the Town Manager to the position of town manager of the Town effective July 11, 2008.

D. The Parties entered into an employment agreement (the "Original Agreement") dated July 16, 2008, approved by the Town Council by the adoption of Marana Resolution No. 2008-95 on July 15, 2008, which Original Agreement was subsequently amended on June 16, 2009, and June 21, 2011.

E. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

This Agreement shall be effective upon its approval by the Town Council and shall continue in full force and effect unless and until it is terminated by either Party pursuant to Article 4 below.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional Town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any

practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Residency. The Town Manager agrees to reside within the Town limits of Marana.

2.4. Annual Goals and Objectives. Annually, as part of the budget process, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $175,000, beginning on the effective date of this Agreement.

3.2. Cost of Living Adjustments. The Town Manager shall be entitled to receive the same cost of living adjustments that other Town employees receive, except that the Town Manager shall not be entitled to receive the general adjustment approved for all other Town employees effective June 29, 2013.

3.3. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary, as it may be adjusted based on paragraph 3.2 above.

3.4. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.5. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.6. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.7. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.8. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.9. Personal Leave. The Town Manager shall be entitled to the same personal leave allocations as are afforded to department directors of the Town, including an additional 40 hours of personal leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.10. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.10.1. The Town shall purchase, at the salary rate set forth in paragraph 3.1 above, 100 hours of the Town Manager's accrued vacation leave from the Town Manager within 30 days of the effective date of this Agreement.

3.11. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-1 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-1 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.12. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.13. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.14. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. If the Town Manager is terminated by the Town for any reason other than "for cause" (see paragraph 4.2 below), the Town shall pay the Town Manager a lump sum severance payment equal to six months salary, as it may be adjusted based on paragraph 3.2 above, and the following benefits:

4.1.1. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.10 above), and

4.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.3 above) in the amount of 4% of the Town Manager's then-existing annual salary.

4.2. Termination by the Town for Cause. If the Town terminates the Town Manager's employment "for cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all unearned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above. "For cause" is defined for purposes of this Agreement as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination.

4.3. Termination by the Town Manager. The Town Manager may terminate this Agreement at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice 30 days in advance of his requested termination date. If the Town Manager terminates this Agreement, the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease 30 days following the Town Manager's notice to the Mayor and Council. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the

remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. 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 have executed this Agreement as of the last date set forth below their respective signatures.

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor
Date: 7/3/13

TOWN MANAGER:

By: _____
Gilbert Davidson
Date: July 3, 2013

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney