MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 18, 2016, at or after 7:00 PM

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

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on October 18, 2016, at or after 7:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

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

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

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

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct.

Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility

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

Agendas

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

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

REGULAR COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE/INVOCATION/MOMENT OF SILENCE

APPROVAL OF AGENDA

CALL TO THE PUBLIC

At this time any member of the public is allowed to address the Town Council on any issue within the jurisdiction of the Town Council, except for items scheduled for a Public Hearing at this meeting. The speaker may have up to three minutes to speak. Any persons wishing to address the Council must complete a speaker card located outside the Council Chambers and deliver it to the Town Clerk prior to the commencement of the meeting. Individuals addressing a meeting at the Call to the Public will not be provided with electronic technology capabilities beyond the existing voice amplification and recording capabilities in the facilities. Pursuant to the Arizona Open Meeting Law, at the conclusion of Call to the Public, individual members of the Council may respond to criticism made by those who have addressed the Council, and may ask staff to review the matter, or may ask that the matter be placed on a future agenda.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

CONSENT AGENDA

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

C1 Resolution No. 2016-106: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute Governor's Officer of Highway Safety (GOHS) Contract Numbers 2017-405d-017, 2017-PT-028, and DUIAC-E-077 between the State of Arizona by and through GOHS and the Town of Marana for grant funding for Driving Under the Influence (DUI) and Speed enforcement and DUI Warrant enforcement (Lisa Shafer)

C2 Resolution No. 2016-107: Relating to Development; approving a preliminary plat for Saguaro Bloom Block 3 Lots 1-141 and Common Area A (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) and Common Area B (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage) located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive (Steven Vasquez)

C3 Resolution No. 2016-108: Relating to Utilities; approving and authorizing the Mayor to execute a one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (John Kmiec)

C4 Resolution No. 2016-109: Relating to Utilities; approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with Jay E. Reyher & Janice D. Reyher (Frank Cassidy)

C5 Resolution No. 2016-110: Relating to Development; approving a preliminary plat for Camino de Oeste Lots 1-144 and Common Areas 'A' & 'B', located a quarter mile north of Cortaro Farms Road, bordered by Hartman Lane and Camino de Oeste (Steve Cheslak)

C6 Resolution No. 2016-111: Relating to Purchasing; waiving bid procedures for the purchase of a used semi-tractor trailer or similar vehicle and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process (Erik Montague)

C7 Approval of Regular Council Meeting Minutes from October 4, 2016 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control, Series #10 Beer and Wine Store liquor license application submitted by Troy Charles Devos on behalf of QuikTrip #1456, located at 5565 W. Cortaro Farms Road, Tucson, Arizona 85742. (Jocelyn C. Bronson)

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Ed Stolmaker on behalf of the Marana Chamber of Commerce for Town of Marana Big Green Event to be held on November 5, 2016. (Jocelyn C. Bronson)

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-112: Relating to Development; approving and authorizing the Mayor to sign a First Amendment to Sanders Grove Development Agreement for approximately 845 acres of land located north of Marana Road between Sanders Road and Wentz Road (Frank Cassidy)

A2 Resolution No. 2016-113: Relating to Development; approving and authorizing the Mayor to execute a First Amendment to Marana Cemetery Development Agreement between the Town of Marana and Marana Mortuary & Cemetery Properties, L.L.C. (Jane Fairall)

A3 Resolution No. 2016-114: Relating to Public Works; approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from La Cholla Tangerine, LLC for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

A4 Resolution No. 2016-115: Relating to Administration; approving the transfer of up to $35,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to the Technology Services capital equipment and software maintenance accounts for expenses related to video streaming of Town Council meetings (Erik Montague)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) and (7) to discuss with the Town's attorneys and representatives the terms of a proposed purchase of Tangerine Road right-of-way from La Cholla Tangerine LLC (this item relates to and should occur, if at all, before Council Action A3 on tonight's agenda)

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(4) to discuss with and instruct the Town's attorneys regarding an offer of judgment in the pending Tangerine Road right-of-way condemnation lawsuit entitled Town of Oro Valley v Hinsdale and Roof, Pima County Superior Court case number C20164058.

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **C1**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-106: Relating to Police Department; approving and authorizing the Chief of Police and the Town Manager to execute Governor's Officer of Highway Safety (GOHS) Contract Numbers 2017-405d-017, 2017-PT-028, and DUIAC-E-077 between the State of Arizona by and through GOHS and the Town of Marana for grant funding for Driving Under the Influence (DUI) and Speed enforcement and DUI Warrant enforcement (Lisa Shafer)

Discussion:

The Town of Marana Police Department has been awarded three grants from the Governor's Office on Highway Safety totaling $125,000. Two of the grants will fund $90,000 in overtime for officers to support DUI Enforcement and STEP/Speed Enforcement activities. These federal funds will support personnel services (Overtime) and employee-related expenses (fringe benefits) for those officers participating in the enforcement activities. The third grant is a state funded grant from the Arizona Oversight Council on Driving or Operating under the Influence Abatement that will support personnel services (Overtime) and employee-related expenses (fringe benefits) for those officers participating in DUI Warrant Sweep activities.

Over the past few years, the number of impaired drivers on Marana streets has been greatly reduced due to these efforts. Although great strides have been made in making Marana's roadways safer, there are still a large number of impaired drivers getting behind the wheel every day. The Marana Police Department is responding to this problem by increasing education, visibility, enforcement, and officer training. The overall goal is to reduce the number of accidents, injuries, and deaths caused by impaired and aggressive drivers. The grants provide funding for programs to combat excessive speed and aggressive driving, to initiate a coordinated education and enforcement effort utilizing internal resources and allowing the MPD to increase efforts to reduce speeding and aggressive and impaired driving, heading off the behaviors that lead to increased

incidents of motor vehicle accidents.

This overtime funding will also allow Marana to continue participation on the Southern Arizona DUI Task Force, increasing the number of marked patrol units on the streets during peak DUI times and in targeted locations. This increased activity will serve as a deterrent and increase formal enforcement to reduce the number of impaired and aggressive drivers on Arizona roadways. The Town will provide event-specific, department-initiated DUI and speed enforcement and work in a coordinated effort with other agencies to reduce the number of individuals under the influence through enforcement and education efforts and to reduce the number of aggressive drivers in the region. Last year Marana PD conducted nine very successful DUI Warrant Sweeps that resulted in 75 arrests, 125 arrest warrants served and $124,971 in recovered bond money. This year we are receiving an additional $15,000 over last year to provide more DUI enforcement and Sweep deployments.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$125,000

All of the officers' overtime will be fully reimbursed by this grant and the equipment is fully funded and does not have a match.

Staff Recommendation:

Staff recommends approval of the three grant agreements.

Suggested Motion:

I move to adopt Resolution No. 2016-106, approving and authorizing the Chief of Police and the Town Manager to execute Governor's Officer of Highway Safety (GOHS) Contract Numbers 2017-405d-017, 2017-PT-028, and DUIAC-E-077 between the State of Arizona by and through GOHS and the Town of Marana for grant funding for Driving Under the Influence (DUI) and Speed enforcement and DUI Warrant enforcement.

Attachments

Resolution No. 2016-106
2017-405d-017
2017-PT-028
DUIAC-E-077

MARANA RESOLUTION NO. 2016-106

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE AND THE TOWN MANAGER TO EXECUTE GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) CONTRACT NUMBERS 2017-405D-017, 2017-PT-028, AND DUIAC-E-077 BETWEEN THE STATE OF ARIZONA BY AND THROUGH GOHS AND THE TOWN OF MARANA FOR GRANT FUNDING FOR DRIVING UNDER THE INFLUENCE (DUI) AND SPEED ENFORCEMENT AND DUI WARRANT ENFORCEMENT.

WHEREAS evidence has shown that impaired and aggressive driving exists in the Pima County area; and

WHEREAS the Governor's Office of Highway Safety (GOHS) has awarded the Town of Marana federal funded grants to support personnel services and employee-related expenses for officers to support DUI Enforcement and STEP/Speed Enforcement activities; and

WHEREAS GOHS has awarded the Town of Marana a state funded grant from the Arizona Oversight Council on Driving or Operating Under the Influence Abatement that will support personnel services and employee-related expenses for officers participating in DUI Warrant Sweep activities; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into grant agreements with GOHS to be eligible to receive the awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, GOHS Contract Number 2017-405d-017, attached to and incorporated by this reference in this resolution as Exhibit A, GOHS Contract Number 2017-PT-028, attached to and incorporated by this reference in this resolution as Exhibit B, and GOHS Contract Number DUIAC-E-077, attached to and incorporated by this reference in this resolution as Exhibit C, between the state of Arizona by and through GOHS and the Town of Marana, are hereby approved and the Chief of Police and the Town Manager are hereby authorized to execute them 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 grant agreements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.616
1.	**APPLICANT AGENCY** Marana Police Department	**GOHS CONTRACT NUMBER:** **2017-405d-017**
	ADDRESS 11555 W. Civic Center Dr, Marana, AZ 85653	**PROGRAM AREA:** **405d**
2.	**GOVERNMENTAL UNIT** Town of Marana	**AGENCY CONTACT:** Lisa Shafer
	ADDRESS 11555 W. Civic Center Dr, Marana, AZ 85653	**3. PROJECT TITLE:** DUI/Impaired Driving Enforcement
4.	**GUIDELINES:** 405d	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

6. BUDGET	**COST CATEGORY**	**Project Period FFY 2017**
I.	**Personnel Services**	$36,311.00
II.	**Employee Related Expenses**	$13,689.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$50,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2017
CURRENT GRANT PERIOD	**FROM:** 10-01-2016	**TO:** 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $50,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Marana Police Department has a cadre of 85 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department also boasts seven Drug Recognition Experts (DRE), four DRE instructors, eight qualified phlebotomists, seven Horizontal Gaze Nystagmus (HGN) instructors, and 80% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

The Town of Marana was incorporated in 1977. Marana encompasses 122 square miles with an estimated population of just over 40,000. Recent improvements in the economy have increased residential and commercial building, attracting people and commerce to the town. The Town of Marana is bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the interstate on both sides. This I-10 corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings. Most of the railroad crossings are at grade and with the recent double tracking of the Union Pacific Railroad the Town has seen a dramatic increase in daily train traffic. The Police Department serves 306 miles of arterial roadways, 190 miles of residential streets, and 37 miles of rural roads. Marana also hosts 22 signalized intersections and two signalized crosswalks. Marana also has multi-lane arterials that connect heavy residential and commercial traffic to both Interstate 10 and State Road 77. In northern Marana frontage roads accommodate a high volume of traffic during key commute times and serve as alternate roadways for local drivers wishing to avoid the high speeds and congestion of Interstate 10. In the fall of 2015 the first large scale mall in Marana will open up just off the Twin Peaks interchange.

Agency Problem/Attempts to Solve Problem:

In 2015 there were 636 new single family residential permits issued out to new Marana residents. Current estimates are forecasting a population of about 50,000 residents by 2020. In the fall of 2015, the first large scale mall in Marana opened along the Twin Peaks/I-10 corridor and has added 71 new stores and restaurants. Also in 2015 the Home Plate Sports Pub opened in Marana. This bar is over 10,000 square feet and includes 6 enclosed batting cages. As a result of the improving economy the Town will see a significant increase in patrons visiting bars and restaurants serving alcohol and a correlating increase in the risk of non-injury, injury, and fatal collisions is anticipated. Impaired drivers represent an unacceptable percentage of drivers involved in property damage and injury collisions.

The Department saw a 300% increase in fatal collisions in 2013. The number of fatal collisions remained the same for 2014 and 2015. Of those fatalities in 2015, two were related to drugs or alcohol. The PD has seen a steady increase in number of residents and new businesses in the Town. Unfortunately staffing levels have not kept up with the increase for service, therefore resulting in increased workloads that are reactionary in nature. This leaves very little time for officers to do proactive enforcement and education with the public. Staffing traffic enforcement deployments during regular work hours is extremely challenging and many times only feasible with overtime provided by critical grants.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

The Marana Police Department intends to meet the project objectives listed below by September 30, 2016:

- Reduce the year over year total number of alcohol involved traffic injuries and fatalities.
- Increase the year over year total number of DUI arrests.
- Conduct or participate in DUI saturation patrols and multi-agency taskforce operations.
- Conduct DUI training sessions for enforcement personnel.
- Conduct DUI awareness and prevention seminars for high school driver's education classes and the Citizen’s Police Academy.

Prepare complete press release information for media (television, radio, print, online, and social media) during each campaign. These shall include a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI in terms of financial, criminal, and human consequences.

The agency will provide a schedule of their respective DUI taskforce details or planned participation in other agency DUI taskforce details a minimum of three (3) weeks prior to each mandatory reporting period. To develop a DUI operational plan to establish the method of operation with goals and objectives applicable upon initiation of contracted grant program.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the Town of Marana.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Marana Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	**October 15, 2017**
Final Statement of Accomplishments	**October 15, 2017**

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief, Marana Police Department, shall serve as Project Director.

Lisa Shafer, Community Development Director, Marana Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$36,311.00
II.	Employee Related Expenses (ERE)	$13,689.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$50,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of $50,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

2. Agency's Fiscal Contact:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. DUNS Number:

_____
(DUNS #)

_____
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Terry Rozema, Chief Marana Police Department	Gilbert Davidson, Town Manager Town of Marana
_____	_____
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$50,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA 20.600
1.	**APPLICANT AGENCY** Marana Police Department	**GOHS CONTRACT NUMBER:** **2017-PT-028**
	ADDRESS 11555 W. Civic Center Dr, Marana, AZ 85653	**PROGRAM AREA:** **402-PT**
2.	**GOVERNMENTAL UNIT** Town of Marana	**AGENCY CONTACT:** Lisa Shafer
	ADDRESS 11555 W. Civic Center Dr, Marana, AZ 85653	**3. PROJECT TITLE:** STEP Enforcement
4.	**GUIDELINES:** 402–Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

6.	**BUDGET** **COST CATEGORY**	**Project Period** **FFY 2017**
I.	**Personnel Services**	$29,049.00
II.	**Employee Related Expenses**	$10,951.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$40,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2017
CURRENT GRANT PERIOD	**FROM:** 10-01-2016	**TO:** 09-30-2017

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $40,000.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Marana Police Department has a cadre of 85 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department also boasts seven Drug Recognition Experts (DRE), four DRE instructors, eight qualified phlebotomists, seven Horizontal Gaze Nystagmus (HGN) instructors, and 80% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

The Town of Marana was incorporated in 1977. Marana encompasses 122 square miles with an estimated population of just over 40,000. Recent improvements in the economy have increased residential and commercial building, attracting people and commerce to the town. The Town of Marana is bisected by 18.2 miles of Interstate 10 with a frontage road running parallel to the interstate on both sides. This I-10 corridor hosts seven traffic interchanges with 28 on/off ramps and 10 railroad crossings. Most of the railroad crossings are at grade and with the recent double tracking of the Union Pacific Railroad the Town has seen a dramatic increase in daily train traffic. The Police Department serves 306 miles of arterial roadways, 190 miles of residential streets, and 37 miles of rural roads. Marana also hosts 22 signalized intersections and two signalized crosswalks. Marana also has multi-lane arterials that connect heavy residential and commercial traffic to both Interstate 10 and State Road 77. In northern Marana frontage roads accommodate a high volume of traffic during key commute times and serve as alternate roadways for local drivers wishing to avoid the high speeds and congestion of Interstate 10. In the fall of 2015 the first large scale mall in Marana will open up just off the Twin Peaks interchange.

Agency Problem/Attempts to Solve Problem:

In 2015 there were 636 new single family residential permits issued out to new Marana residents. Current estimates are forecasting a population of about 50,000 residents by 2020. In the fall of 2015, the first large scale mall in Marana opened along the Twin Peaks/I-10 corridor and has added 71 new stores and restaurants. Also in 2015 the Home Plate Sports Pub opened in Marana. This bar is over 10,000 square feet and includes 6 enclosed batting cages. As a result of the improving economy the Town will see a significant increase in patrons visiting bars and restaurants serving alcohol and a correlating increase in the risk of non-injury, injury, and fatal collisions is anticipated. Impaired drivers represent an unacceptable percentage of drivers involved in property damage and injury collisions.

The Department saw a 300% increase in fatal collisions in 2013. The number of fatal collisions remained the same for 2014 and 2015. Of those fatalities in 2015, two were related to drugs or alcohol. The PD has seen a steady increase in number of residents and new businesses in the Town. Unfortunately staffing levels have not kept up with the increase for service, therefore resulting in increased workloads that are reactionary in nature. This leaves very little time for officers to do proactive enforcement and education with the public. Staffing traffic enforcement deployments during regular work hours is extremely challenging and many times only feasible with overtime provided by critical grants.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

Marana PD will increase enforcement capabilities by implementing additional personnel services (overtime) for high visibility speed enforcement details. Details will focus on areas of chronic speeding, school zones and construction areas. The Department will respond to high complaint areas in a timely and aggressive manner to deter speeding violators and reduce collisions. With numerous roadway construction projects in the Town, neighborhoods with significant high speed cut through traffic will be heavily patrolled. The Department will develop comprehensive community traffic safety initiatives that employ collaborative efforts in the development and execution of strategic information and education campaigns. These initiatives will target those who engage in high risk behaviors. The Department will develop public information and education campaigns to raise awareness to Arizona's goals and objectives in reducing speed related collisions. These activities shall include print, radio, television, internet, social media as well as attending neighborhood meetings. The Department will provide a schedule of their high visibility traffic enforcement details to AZGOHS, local media outlets, and social media. The Department will develop high visibility traffic enforcement operational plans to establish the method of operation with goals and objectives applicable upon the initiation of the contracted grant program.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance STEP Enforcement throughout the Town of Marana.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PT/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.**

The Marana Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Marana Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	**October 15, 2017**
Final Statement of Accomplishments	**October 15, 2017**

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Terry Rozema, Chief, Marana Police Department, shall serve as Project Director.

Lisa Shafer, Community Development Director, Marana Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $50,000	Desk Review/Phone Conference
$50,000 and over	In-House GOHS Review
$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$29,049.00
II.	Employee Related Expenses (ERE)	$10,951.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$40,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of $40,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.

D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.

E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*

OMB Circular No. A-102 (Revised): *Grants and Cooperative Agreements with State and Local Governments*

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

2. Agency's Fiscal Contact:

Name:_____

Title:_____

Telephone Number:_____ Fax Number:_____

E-mail Address:_____

Federal Identification Number:_____

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

_____

Warrant/Check to be mailed to:

_____
(Agency)

_____
(Address)

_____
(City, State, Zip Code)

4. DUNS Number:

_____
(DUNS #)

_____
(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:	***Signature of Authorized Official of Governmental Unit:***
Terry Rozema, Chief Marana Police Department	Gilbert Davidson, Town Manager Town of Marana
_____	_____
_____	_____
Date Telephone	Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PT, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. FEDERAL FUNDS: **$40,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT

DUI ABATEMENT GRANT PROGRAM

GRANT AGREEMENT

Douglas A. Ducey
Governor

The Oversight Council on Driving or Operating Under the Influence Abatement is hereafter referred to as the DUI Abatement Council, DUIAC or Council in this agreement. This page and the DUIAC Project Director's Manual incorporated herein by reference constitute the entire agreement between the parties hereto unless deviation is authorized in writing by the DUI Abatement Council.

APPLICANT AGENCY
Marana Police Department

ADDRESS
11555 W. Civic Center Dr, Bldg B, Marana, AZ 85653

GOVERNMENTAL UNIT
Town of Marana

ADDRESS
11555 W. Civic Center Dr, Marana, AZ 85653

AGREEMENT NUMBER
DUIAC-E-077

PROGRAM AREA
Enforcement

AGENCY CONTACT
Lisa Shafer

PROJECT TITLE
DUI Warrant Detail

BRIEFLY STATE PURPOSE OF PROJECT:
State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

BUDGET COST CATEGORY		Project Period SFY 2017-2018
I.	**Personnel Services**	$26,336.00
II.	**Employee Related Expenses**	$8,664.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$0.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$35,000.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of DUIAC Chairman Signature*)	**TO:** 09-30-2017
CURRENT GRANT PERIOD	**FROM:** 10-01-2016	**TO:** 09-30-2017

TOTAL DUI ABATEMENT FUNDS OBLIGATED FOR THIS AGREEMENT PERIOD: $35,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

The Marana Police Department has a cadre of 85 sworn officers. Various assignments include patrol, directed action response, traffic enforcement, detectives, criminal investigations, and canine. The Marana Police Department also shares resources with the Pima Regional Special Weapons and Tactics Team, Explosive Ordnance Disposal, the Counter Narcotics Alliance, Arizona Vehicle Theft Task Force, and the Federal Drug Enforcement Administration. The Department also boasts seven Drug Recognition Experts (DRE), four DRE instructors, eight qualified phlebotomists, seven Horizontal Gaze Nystagmus (HGN) instructors, and 80% of all patrol officers certified in HGN. The Department works closely with the Southern Arizona DUI Taskforce in a concentrated and coordinated effort to reduce the number of impaired drivers on the roadways through enforcement and educational efforts.

Agency Problem:

A large number of people arrested for DUI violations are not appearing in court or paying fines. The Marana Municipal Court continually has over 100 active DUI Failure to Appear/Failure to Pay arrest warrants. Suspects listed in these warrants are often repeat offenders who regularly put the public at risk by continuing to drive on public roadways while impaired, uninsured, or with suspended and/or revoked driving privileges.

Agency Attempts to Solve Problem:

The Abatement Council has funded Marana PD for DUI Warrant Sweep Overtime from May of 2014 through April of 2015 and again in July 2015 through June 2016. During the last grant funding period, Marana PD completed nine very successful, aggressive warrant sweeps that resulted in 75 arrests, 125 arrest warrants served and $124,971 in recovered bond money. Officers were able to make 227 contacts during the deployments. The 535 hours of overtime allowed officers the time needed to prioritize offenders, research warrants, locate offenders, and complete necessary case paperwork.

Agency Funding:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

How Agency Will Solve Problem With Funding:

High profile warrant sweeps will be conducted on the weekend prior to Thanksgiving 2016 and Memorial Day weekend 2017. Additional sweeps will be conducted as funding allows. Six officers will deploy as two officer units. Officers will research offenders, gather accurate residence or work addresses, and locate/arrest offenders for prosecution. Prior to each deployment, local media outlets will be notified of the detail and will be provided the results following the detail for public dissemination.

GOALS/OBJECTIVES:

State DUI Abatement (E) funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI Warrant Enforcement throughout the Town of Marana.

The following goals and objectives shall be accomplished as a result of this funding:

Impaired Driving or Operating - Enforcement
Expenditures of funding pertaining to Impaired Driving or Operating Enforcement or Innovative Programs including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving or Operating Program Goals of the DUI Abatement Council in conjunction with those provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving or Operating Program Goal is to reduce the incidence of alcohol and drug related driving or operating, fatalities and injuries through enforcement, education and public awareness and through innovative programs throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving or Operating Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified. This is not a requirement for those participating in DUI Innovative programs.

MEDIA RELEASE
To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI / Alcohol in terms of money, criminal and human consequences.**

The Marana Police Department will maintain responsibility for **reporting sustained DUI enforcement** activity in a timely manner. Additionally, it is the responsibility of the Marana Police Department to report all task force enforcement statistics in which they participate to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency, or a cancellation and return of unexpended advanced funding.

METHOD OF PROCEDURE:

The Marana Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Impaired Driver or Operator Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed agreement. A copy of this press release shall be sent to the DUI Abatement Council at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Oversight Council on Driving or Operating Under the Influence Abatement.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving state funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on agreement grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the on-line report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	**October 15, 2017**
Final Statement of Accomplishments	**October 15, 2017**

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the DUI Abatement Council at the Governor's Office of Highway Safety. The Quarterly Report title is based on the 3 month calendar period (Year-Calendar Quarter). ***Note:*** All law enforcement agencies must enter enforcement activity into the on-line GOHS DUI Reporting System.

Final Statement of Accomplishments
The Project Director shall submit a Final Statement of Accomplishments Report to the DUI Abatement Council **no later than 30 days following the agreement end date.** All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined DUI Abatement Council reporting requirements may result in withholding of state funds or termination of the agreement and return of any unexpended advanced funds.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Jerry Rozema, Chief, Marana Police Department, shall serve as Project Director.

Lisa Shafer, Community Development, Marana Police Department, shall serve as Project Administrator.

Shane Radford, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand with appropriate supporting documentation, delivered to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of the Agreement end date. **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility**.

The RCI template and instructions are available on the Governor's Office of Highway Safety website at http://www.azgohs.gov/grant-opportunities/. **Failure to meet the reporting requirements may be cause to terminate the project.**

PROJECT MONITORING:

DUI Abatement Council grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the agreement project and serves as a continuous management tool. Project monitoring also presents a good opportunity for developing partnerships, sharing information and providing assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Requests for Cost Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount	**Type of Monitoring**
Under $50,000	Desk Review/Phone Conference.
$50,000 and over	May have an In-House GOHS Review
$100,000+	May have an On-Site Review
Capital Outlay Greater than $25,000.00 (combined)	May have an On-Site Review
Desk Review and Phone Conference	Internal Review of all written documentation related to agreement project including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person/s contacted and the results. Serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to agreement, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the Agreement period. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective and administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases etc)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

All findings will be documented on the GOHS Monitoring Form and placed in the grantee's respective state file. Findings will be discussed with the grantee designated agreement representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance with be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the DUI Abatement Grant Agreement and terminates at the end of one year on the date as indicated on the DUI Abatement Council Grant Agreement.

DURATION:

Agreements shall be effective on the date the DUI Abatement Council Chairman or GOHS Director in the Chairman's stead, signs the agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time period specified and needs an extension, a typed extension request shall be signed by the Project Director on the Agency's letterhead and submitted via mail or hand delivered to the Chairman of the DUI Abatement Council at the Governor's Office of Highway Safety within ninety (90) days before the end of the project period.

The Agency shall address all requests to modify the contract to the Chairman of the DUI Abatement Council on Agency letterhead and either hand deliver or submit the request via regular mail to the GOHS office. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the agreement. Any unexpended funds remaining at the termination of the agreement shall be released back to the DUI Abatement Fund.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$26,336.00
II.	Employee Related Expenses	$8,664.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies	$0.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$35,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The DUIAC reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Marana Police Department shall absorb any and all expenditures in excess of **$35,000.00**.

CERTIFICATIONS AND AGREEMENTS

This AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Oversight Council On Driving Or Operating Under The Influence Abatement (DUIAC) hereinafter referred to as "STATE", and the Marana Police Department in this Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the Arizona Revised Statutes (§§1303-1304), provides State funds to STATE for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE; and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for State funds for approved DUI Enforcement and DUI Innovative projects; and

WHEREAS, AGENCY has submitted an application for State funds for DUI Enforcement and DUI Innovative projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Agreement. Failure to comply with Quarterly Report requirements may result in withholding of State funds or termination of this Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Agreement.

D. Representatives authorized by STATE will have the right to visit the site and inspect the work under this Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XIX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Agreement ceases to be used in the manner as set forth by this Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active DUI Abatement project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Agreement.

D. AGENCY will incorporate any equipment purchased under this Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In-state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

All out-of-state travel must be approved in writing in advance by STATE.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Agreement is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Agreement, unless otherwise provided for elsewhere in this Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Agreement.

B. The provisions of subparagraph A apply whether or not the project agreed to herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Arizona Procurement Code (ARS, §41-2501, et. seq.)

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Agreement.

XI. Equal Opportunity

A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Agreement, hereby gives its assurance that employment in connection with the subject DUI Abatement Council Grant Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Agreement, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject DUI Abatement Council Grant Project.

B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE may take any or all of the following actions.

1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and

2. Refrain from extending any further State financial assistance to AGENCY under the DUI Abatement Council Grant Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.

C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this DUI Abatement Council Grant Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XIV. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XV. Appropriation of Funds by the Arizona Legislature

It is agreed that in no event will this Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the Arizona Legislature and specifically allocated to the project submitted herein by the DUI Abatement Council and then only for the fiscal

year for which such allocation is made. In the event no funds are appropriated by the Arizona Legislature or no funds are allocated for the project proposed herein by the DUI Abatement Council for subsequent fiscal years, this Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Agreement or project that may so become null and void.

XVI. Continuation of DUI Abatement Program

It is the intention of AGENCY to continue the DUI Abatement Program identified in this Agreement once DUI Abatement Council funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XVII. E-Verify

Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.

XVIII. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XIX. Cancellation Statute

All parties are hereby put on notice that this Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter or the Agreement.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Agreement is subject to ARS §28-602, and all administrative regulations governing grants established by the STATE. It is expressly agreed that this DUI Abatement Grant Project constitutes an official part of the STATE's DUI Abatement Council Program and that AGENCY will meet the requirements as set forth in the accompanying DUIAC Project Director's Manual, which are incorporated herein and made a part of this Agreement. All State Statutes, Rules, Regulations, and Circulars referenced in this Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the DUI Abatement Council Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State Statutes, Rules and Regulations identified in this Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under agreement with other Federal or State fund sources which duplicate or overlap any work contemplated or described in this Agreement. It is further certified that any pending or proposed request for other Federal or State grant funds which would duplicate or overlap work described in the Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal or State funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

In accordance with the Buy America Act (49 U.S.C. 5323(j)):
Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

   Name: _____

   Title: _____

   Telephone Number:_____ Fax Number: _____

   E-mail Address: _____

2. **Agency's Fiscal Contact:**

   Name: _____

   Title: _____

   Telephone Number:_____ Fax Number: _____

   E-mail Address: _____

   Federal Identification Number: _____

3. ***REIMBURSEMENT INFORMATION:***

   Warrant/Check to be made payable to:

   _____

   Warrant/Check to be mailed to:

   _____
   (Agency)

   _____
   (Address)

   _____
   (City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement.

B. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Arizona Legislature, an officer or employee of the Arizona Legislature, or an employee of a Member of the Arizona Legislature in connection with this State contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with the Arizona Secretary of State instructions.

C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Signature of Project Director:

Terry Rozema, Chief
Marana Police Department

_____

_____
Date Telephone

Signature of Authorized Official of Governmental Unit:

Gilbert Davidson, Town Manager
Town of Marana

_____

_____
Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by ARS §28-1303, and the funds authorized for this Project have been provided for by ARS §28-1304. The expenses are **up-front** under DUI Abatement Council's **Enforcement** program area, as approved for by the DUI Abatement Council.

2. **A. EFFECTIVE DATE:** *Authorization to Proceed Date*

   B. STATE FUNDS: **$35,000.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the administration of the Oversight Council on Driving or Operating Under the Influence Abatement

_____ _____

Alberto Gutier, Director
Governor's Highway Safety Representative

Date

Council-Regular Meeting **C2**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Steven Vasquez, Senior Planner

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-107: Relating to Development; approving a preliminary plat for Saguaro Bloom Block 3 Lots 1-141 and Common Area A (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) and Common Area B (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage) located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive (Steven Vasquez)

Discussion:

Request

EPS Group, Inc., on behalf of D. R. Horton, Arizona, is requesting the approval of a preliminary plat consisting of 141 lots and common areas on 39.74 acres within the Saguaro Bloom development.

Location

The subdivision will be located within Block 3 of the Saguaro Springs block plat (the original name of the development - it was later changed to Saguaro Bloom) at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive.

Zoning

The zoning for Block 3 is R-6 (Single Family Residential - minimum lot size of 6,000 square feet). The minimum lot size is 6,578.2 square feet (lot 126). The maximum lot size is 13,829.6 square feet (lots 25 and 62). The average lot size is 8,007.4 square feet.

Transportation

The subdivision will have two entries off Saguaro Highlands Drive along the western boundary of the subdivision. Both entries (identified as streets "A" and "F") have a 46 foot wide right-of-way which is typical for the subdivision's internal street section.

Park Requirement and Trail Connectivity

Block 3 requires a minimum of 26,085 square feet of improved recreation area. The two active recreation areas have been planned in Common Area A located in the center of the northern portion of the subdivision (behind lots 33 through 49) and the top of the southern portion (behind lots 102 through 113). Both areas comprise of approximately 145,055 square feet or 3.33 acres. Pedestrian trails will be located within various areas of Common Areas A and B which will provide connectivity to public sidewalks outside of the subdivision and to the improved recreation areas within.

Staff Recommendation:

Staff has reviewed the request against the requirements of the Marana Land Development Code and the Marana General Plan. This preliminary plat is in substantial conformance with all required development regulations and design guidelines and staff recommends approval.

Planning Commission Recommendation:

This preliminary plat was presented to the Planning Commission on September 28, 2016, and received a unanimous recommendation for approval (6-0, Chairman Schnee was excused).

Suggested Motion:

I move to adopt Resolution No. 2016-107 approving a preliminary plat for Saguaro Springs Block 3 and Common Areas A and B located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive.

Attachments

Resolution No. 2016-107
PRV1606-001 SB Blk 3 App
PRV1606-001 SB Blk 3 Map
PRV1606-001 SB Blk 3 PP

MARANA RESOLUTION NO. 2016-107

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR SAGUARO BLOOM BLOCK 3 LOTS 1-141 AND COMMON AREA A (OPEN SPACE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE & SIGNAGE) AND COMMON AREA B (OPEN SPACE, DRAINAGE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE & SIGNAGE) LOCATED AT THE NORTHEAST CORNER OF TWIN PEAKS ROAD AND SAGUARO HIGHLANDS DRIVE

WHEREAS, on February 18, 1997, the Mayor and Town Council adopted Ordinance No. 97-04, approving a rezoning of the site from "C" to "R-6;" and

WHEREAS, on April 6, 2004, the Mayor and Town Council adopted Resolution No. 2001-155, approving the final block plat for Saguaro Springs, Book 58 Page 23; and

WHEREAS, EPS Group, Inc., on behalf of D. R. Horton, Arizona, has applied for approval of a preliminary plat for a 141-lot single-family residential home subdivision within Block 3 of Saguaro Bloom located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive; and

WHEREAS, the Marana Town Council, at the regularly scheduled meeting on October 18, 2016, determined that the preliminary plat for Saguaro Bloom Block 3 should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for Saguaro Bloom Block 3 Lots 1-141 and Common Areas A and B located at the northeast corner of Twin Peaks Road and Saguaro Highlands Drive is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

MARANA
PLANNING

TOWN OF MARANA SUBMITTAL APPLICATION

Type of Application (Check One)

- ☐ Annexation
- ☒ Preliminary Plat
- ☐ General Plan Amendment
- ☐ Conditional Use Permit
- ☐ Rezone
- ☐ Final Plat
- ☐ Landscape Plan
- ☐ Significant Land Use Change
- ☐ Specific Plan
- ☐ Development Plan
- ☐ Native Plant Permit
- ☐ Storm Water (SWPP)
- ☐ Variance
- ☐ Minor Land Division
- ☐ Native Plant Exception
- ☐ Other: _____
- ☐ Improvement Plan (Specify Type): _____

General Data Required

Project Name: Saguaro Bloom Block 3 Parcel #(s): 216-40-0160

Description of Project: Lots 1-141 Gross Area (Acres): 39.7

Project Address/Location: 9850 N. Saguaro Highlands Drive. SW1/4 Section 18, T12S, R12E

Property Owner: D.R. Horton, Inc Contact Person: Brent Davis

Street Address: 3580 W. Ina Road, Suite 100 Email: btdavis@drhorton.com

City: Tucson State: AZ Zip Code: 85741

Phone #: (520) 790-6005 Fax #: _____ Cell #: _____

Applicant: EPS Group, Inc Contact Person: Ben Zismann

Street Address: 8710 N. Thornydale Road, Suite 140 Email: ben.zismann@epsgroupinc.com

City: Tucson State: AZ Zip Code: 85742

Phone #: (520) 408-1400 Fax #: (520) 408-1403 Cell #: _____

Agent/Representative: _____ Contact Person: _____

Street Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____ Cell #: _____

Authorization of Property Owner

I, the undersigned, certify that all of the facts set forth in this application are true and correct 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. **(If applicant is not the owner, attach written authorization from the owner).**

Benjamin Zismann — Print Name of Owner/Applicant

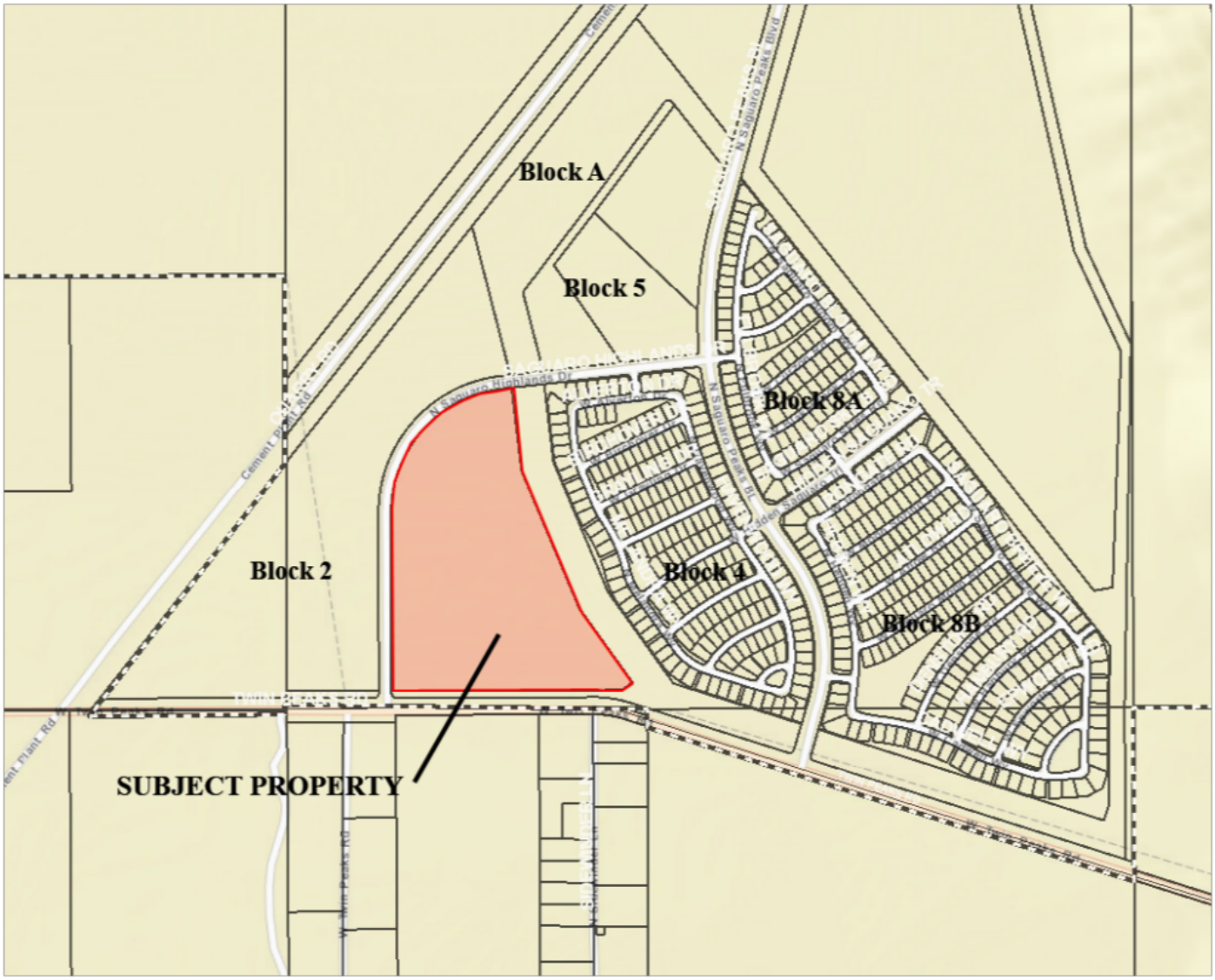
Signature

06/15/2016 — Date

Internal Use Only:
Project No. PRV1606-001 Date Received 6/17/16 Signature _____

Saguaro Bloom Block 3
Lots 1-141 & Common Areas A & B
Preliminary Plat

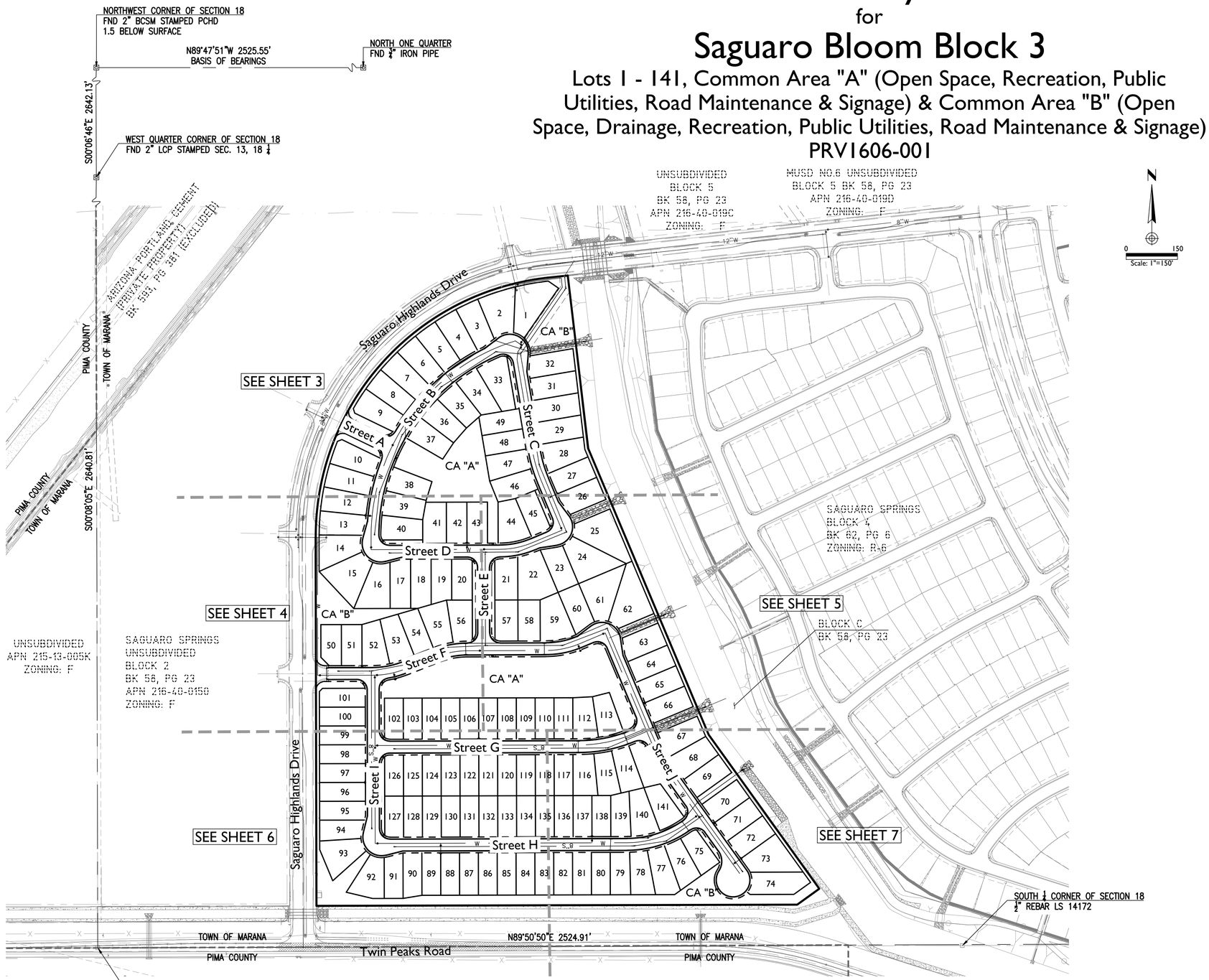
Case: PRV1606-001

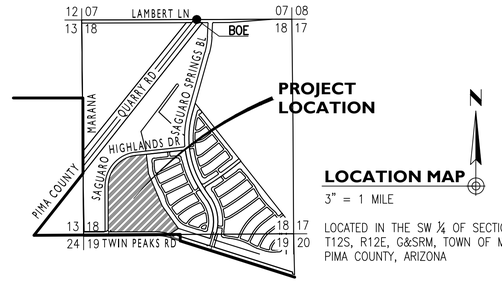


A request for preliminary plat approval for a 141 - lot detached single family residential subdivision on 39.74 acres within Block 3 of the Saguaro Bloom development

Preliminary Plat
for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)
PRV1606-001





LOCATION MAP
3" = 1 MILE

LOCATED IN THE SW ¼ OF SECTION 18, T12S, R12E, G&SRM, TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

EXISTING		PROPOSED
	POLITICAL BOUNDARY	
	PROJECT BOUNDARY	
	RIGHT-OF-WAY CENTERLINE	
	RIGHT-OF-WAY	
	PROPERTY	
	EASEMENT	
	VEHICULAR ACCESS ESMT	
	100 YR FLOODPLAIN	
	EDGE OF PAVEMENT / CURB	
W	WATER	W
S	SEWER	S
SD	STORM DRAIN	SD
OHE	ELECTRIC	
	SURVEY MONUMENT	
2265	MAJOR CONTOUR	
	MINOR CONTOUR	
EHS	EROSION HAZARD SETBACK	
	CHANNEL FLOW DIRECTION	
	SIGHT VISIBILITY TRIANGLE	
	WHIA	

ABBREVIATIONS

Ac	ACRES	LP	LOW POINT
AC	ASPHALT CONCRETE	MH	MANHOLE
APN	ASSESSOR PARCEL NUMBER	MW	MARANA WATER
BCSM	BRASS CAP SURVEY MONUMENT	OHE	OVERHEAD ELECTRIC
BOE	BASIS OF ELEVATION	PG	PAGE
CA	COMMON AREA	PUE	PUBLIC UTILITY EASEMENT
DKT	DOCKET	RLS	REGISTERED LAND SURVEYOR
DOT	DEPARTMENT OF TRANSPORTATION	ROW	RIGHT-OF-WAY
EHS	EROSION HAZARD SETBACK	SVT	SIGHT VISIBILITY TRIANGLE
ESMT	EASEMENT	SF	SQUARE FEET
GB	GRADE BREAK	TEP	TUCSON ELECTRIC POWER
HP	HIGH POINT	TOM	TOWN OF MARANA
		WHIA	WATER HARVESTING INFILTRATION AREA

ADMINISTRATIVE ADDRESS:

9830 N. SAGUARO HIGHLANDS DRIVE

APPROVALS:

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

BY _____ _____
MARANA PLANNING DIRECTOR — DATE

BY _____ _____
NORTHWEST FIRE DISTRICT — DATE

REF: PRV-9955

SHEET INDEX

1	CS01	COVER & INDEX SHEET
2	GN01	NOTES & DETAILS
3 – 7	PR01–PR05	PLAN SHEETS

OWNER/DEVELOPER:
D.R. HORTON, ARIZONA
3580 WEST INA ROAD, STE 100
TUCSON, AZ 85741
ATTN: BRENT DAVIS
PH: (520) 790-6005

ENGINEER:
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

Registered Professional Engineer (Civil) CERTIFICATE NO. 53192 GREGORY PAUL BENNETT Date Signed 08/31/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: FAH 06/16
Designed by: FAH 06/16

Preliminary Plat for
Saguaro Bloom Block 3
Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)
A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest ¼ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

PRV1606-001
Scale: 1" = 150'
Contour Interval: N/A

CS01

Sheet No. 1 of 7

16-042

Aug 31, 2016 8:59am U:\Projects\2016\16-042\Civil\CADD Plans\PRV 16-042_PR_CS01.dwg bzismann

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

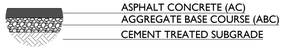
16-042

GENERAL NOTES:

1. GROSS AREA OF THIS DEVELOPMENT IS ±39.74 ACRES (±1731074 S.F.)
2. CURRENT ZONING IS "R-6" RESIDENTIAL.
3. THE NUMBER OF RESIDENTIAL LOTS FOR THIS SUBDIVISION IS 141. THE OVERALL DENSITY OF THIS SUBDIVISION IS 3.55 RESIDENCES PER ACRE.
4. THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 1.2 MILES.
5. THE MINIMUM ALLOWABLE LOT SIZE PER "R-6" ZONING IS 6,000 S.F.
6. THE MINIMUM LOT SIZE PROVIDED IS 6578.2 S.F. (LOT 126)
   THE MAXIMUM LOT SIZE PROVIDED IS 13,829.6 S.F. (LOT 25, 62)
   THE AVERAGE LOT SIZE PROVIDED IS 8007.4 S.F.
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 25 FEET.
8. PROPOSED BUILDING SETBACKS:
   FRONT = 20' (16' W/O GARAGE FACING ABUTTING STREET)
   SIDE = 5' (STREET SIDE YARD = 10')
   REAR = 20'
9. PARKING PROVISIONS INCLUDE FOUR ONSITE PARKING SPACES FOR EACH LOT
   GARAGE (2 EA): 282
   DRIVEWAY (2 EA): 282
   TOTAL PROVIDED: 141 LOTS @ 4 EACH = 564 SPACES.
10. SUBDIVISION AREAS:
    RESIDENTIAL DEVELOPMENT AREA = 25.92 ACRES
    COMMON AREA "A" = 3.33 ACRES
    OPEN SPACE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE, & SIGNAGE
    COMMON AREA "B" = 3.54 ACRES
    OPEN SPACE, DRAINAGE, RECREATION, PUBLIC UTILITIES, ROAD MAINTENANCE, & SIGNAGE
    RIGHT-OF-WAY = 6.95 ACRES
11. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST, AS SHOWN ON THE FINAL PLAT OF SAGUARO SPRINGS, BLOCKS 1 THRU 10 & A THRU D AND LOTS 1 THRU 9 AND A AND B, AS RECORDED IN BOOK 58 OF MAPS AND PLATS, PAGE 23, SAID BEARING BEING N89°47'51"E.
12. THE BASIS OF ELEVATION FOR THIS PROJECT IS PIMA COUNTY/CITY OF TUCSON DOT GEODETIC CONTROL POINT "J03", A PK NAIL IN ASPHALT IN LAMBERT LANE, EAST OF PORTLAND AVENUE, SAID ELEVATION BEING 2084.52 (NAVD88).
13. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS HARMLESS IN THE EVENT OF FLOODING.
14. DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
15. DRAINAGEWAYS WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY PERMITS FOR LOTS AFFECTED.
16. HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
17. THE DESIGN SPEED FOR ALL RESIDENTIAL STREETS IS 25 MPH. THE DESIGN VEHICLE WILL BE WB-40.
18. APPROVED IMPROVEMENT PLANS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
19. THE USE OF THIS PLAT IS FOR SINGLE FAMILY DETACHED RESIDENTIAL.
20. SAGUARO HIGHLANDS DRIVE IS THE NEAREST PAVED ACCESS MAINTAINED BY THE TOWN OF MARANA, WHICH SERVES THIS SUBDIVISION.
21. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
22. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
23. ALL DRAINAGEWAYS AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN, WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, WILL ENTIRELY CONTAIN THEIR RESPECTIVE 100 YEAR FLOOD LIMITS UPON COMPLETION OF CONSTRUCTION, UNLESS CLEARLY LABELED OTHERWISE.
24. ALL NEW PUBLIC ROADS AND DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS DEVELOPMENT SHALL BE CONSTRUCTED TO MINIMUM TOWN OF MARANA STANDARDS, IN ACCORDANCE WITH PLANS ACCEPTED BY TOWN OF MARANA ENGINEER.
25. ONSITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
26. THE REQUIRED OFF-SITE PUBLIC SANITARY SEWER LINE WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
27. ALL ONSITE SANITARY SEWERS WILL BE DESIGNED TO PROVIDE GRAVITY FLOW.
28. CONSTRUCTION AUTHORIZATION FROM THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY IS REQUIRED BEFORE BEGINNING ANY WORK ON THIS PROJECT. APPROVAL OF THIS DEVELOPMENT PLAN DOES NOT CONSTITUTE CONSTRUCTION AUTHORIZATION.
29. NO PERMITS SHALL BE ISSUED FOR ANY PERMANENT STRUCTURES TO BE BUILT WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON WITHOUT SEPARATE WRITTEN AUTHORIZATION FROM THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
30. ALL LANDSCAPING WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE PLANTING GUIDELINES CONTAINED WITHIN THE CURRENT ADOPTED REGIONAL WASTEWATER RECLAMATION DEPARTMENT DESIGN STANDARDS.
31. SPECIAL CARE SHALL BE TAKEN TO ENSURE DESIGN SLOPES ARE MAINTAINED. SEWERS CONSTRUCTED AT INSUFFICIENT SLOPES WILL NOT BE ACCEPTED BY PCRWRD FIELD ENGINEERING AND/OR ADEQ. CORRECTIVE ACTION, INCLUDING RE-CONSTRUCTION OF THE SEWER(S), WILL BE AT THE SOLE EXPENSE OF THE PROJECT OWNER/CONTRACTOR.
32. THE CONTRACTOR SHALL ADJUST OR RECONSTRUCT ALL SANITARY SEWER MANHOLES TO FINISHED GRADE. ALL FRAMES AND COVER ADJUSTMENTS SHALL BE IN ACCORDANCE WITH PCRWRD SSDC 2016, DETAIL NOS. RWRD 211, 212, 304 OR 305 (AS APPLICABLE). THE CONTRACTOR SHALL PROTECT THE BENCH AND FLOW CHANNELS WITH A COVER PER PCRWRD SSDC 2016, DETAIL NO. RWRD 306. PRIOR TO COMMENCING ANY WORK TO THE MANHOLE AND REMOVE THE COVER AFTER ALL WORK IS COMPLETED. THE CONTRACTOR SHALL ENSURE THAT FRAMES AND COVERS ARE CLEAN AND FREE FROM ANY AND ALL ATTACHED MATERIALS (ASPHALT, CONCRETE, ETC.) AND THAT ALL VENT HOLES ARE OPEN AND CLEAR OF OBSTRUCTIONS, AS APPROVED BY THE PCRWRD FIELD ENGINEER. EXISTING FRAMES AND/OR COVERS THAT ARE DAMAGED OR CANNOT BE COMPLETELY CLEANED SHALL BE REPLACED WITH A NEW FRAME AND COVER IN ACCORDANCE WITH PCRWRD SSDC 2016, DETAIL NO. RWRD 213 – 218. COSTS ASSOCIATED WITH EXISTING FRAMES AND COVERS THAT ARE LOST OR DAMAGED DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
33. THE WATER COMPANY THAT WILL SERVICE THIS SUBDIVISION IS MARANA WATER.
34. 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 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.
35. 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 MATERIALS TO THE PROJECT SITE.
36. A SIGN IDENTIFYING THE NAME OF THE BUILDER, LOT NUMBERS AND ADDRESS SHALL BE POSTED IN A LOCATION VISIBLE FROM THE FIRE HYDRANT ACCESS ROAD. THE SIGN SHALL BE MAINTAINED IN A LEGIBLE CONDITION DURING ALL PHASES OF CONSTRUCTION BEGINNING WITH INSTALLATION OF FLOOR SLAB AND REMAINING UNTIL THE FINAL INSPECTION.
37. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION.
38. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KILOVOLTS OR MORE, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
39. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION AND WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED PRIOR TO FINAL LANDSCAPE OR IMPROVEMENT PLAN APPROVALS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
40. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
41. THE FOLLOWING ASSESSORS PARCELS ARE CONTAINED WITHIN THE BOUNDARY OF THIS DEVELOPMENT: 216-10-0160.
42. ALL HOMES CONSTRUCTED IN THIS SUBDIVISION OVER 3,600 SQUARE FEET OF AREA UNDER ROOF SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR AUTOMATIC FIRE SPRINKLERS.
43. A MAXIMUM OF 30 DAYS BEFORE GRADING, A 100% AREA SURVEY FOR THE BURROWING OWLS WILL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, WITH A COPY OF THE SURVEY FORM SENT TO THE TOWN PRIOR TO THE ISSUANCE OF A GRADING PERMIT. (PLEASE NOTIFY JANINE SPENCER AT 520-382-2600 OR EMAIL JSPENCER@MARANAAZ.GOV AND ALLOW ACCESS TO PERFORM THE BURROWING OWL SURVEY, AT NO COST.)
44. POTENTIAL BUYER ARE TO BE ADVISED THAT THIS PROJECT FALLS IN THE AIRPORT INFLUENCE AREA AND IS SUBJECT TO FREQUENT OVERFLIGHT BY GENERAL AVIATION AIRCRAFT. AN AVIGATION EASEMENT HAS BEEN RECORDED ON THIS PROPERTY PER DOCKET 12292, PAGE 6650.
45. THIS PROPERTY LIES WITHIN THE SAGUARO SPRINGS COMMUNITY FACILITIES DISTRICT.

GENERAL SEWER NOTES:

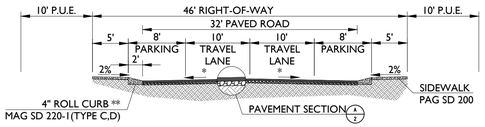
1. ALL DESIGN STANDARDS, MATERIALS AND WORKMANSHIP FOR PUBLIC SANITARY SEWERS SHALL BE IN ACCORDANCE WITH THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT (PCRWRD) ENGINEERING DESIGN STANDARDS 2016 (EDS 2016) AND THE STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION 2016 (SSDC 2016). SAID DOCUMENTS ARE AVAILABLE THROUGH THE PCRWRD WEBSITE (WWW.PIMA.GOV/WASTEWATERRECLAMATION).
2. ANY CONSTRUCTION ACTIVITY HAVING THE POTENTIAL TO DAMAGE EXISTING PUBLIC SANITARY SEWERS OR ANY ACTIVITY THAT REQUIRES MATERIALS OR EQUIPMENT TO ENTER EXISTING PUBLIC SANITARY SEWERS SHALL REQUIRE A PIMA COUNTY RWRD SEWER CONSTRUCTION PERMIT PRIOR TO COMMENCING THAT ACTIVITY.
3. SEWER CONSTRUCTION SHALL NOT COMMENCE UNTIL: (A) THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) OR ITS DELEGATED AUTHORITY HAS ISSUED A CONSTRUCTION AUTHORIZATION FOR THIS PROJECT; (B) THE CONTRACTOR HAS OBTAINED A PCRWRD PUBLIC SEWER CONSTRUCTION PERMIT (CONTACT THE PCRWRD PERMITS SECTION AT (520) 724-6649 FOR PERMIT APPLICATION REQUIREMENTS); (C) THE CONTRACTOR'S FLOW MANAGEMENT PLAN HAS BEEN SUBMITTED THIRTY (30) CALENDAR DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING AND APPROVED BY PCRWRD FIELD ENGINEERING; AND (D) A PRE-CONSTRUCTION MEETING WITH THE ASSIGNED PIMA COUNTY PROJECT FIELD INSPECTOR IS SCHEDULED AT LEAST THREE (3) FULL BUSINESS DAYS PRIOR TO COMMENCING WITH SEWER CONSTRUCTION.
4. THE CONTRACTOR SHALL SUBMIT A FLOW MANAGEMENT PLAN (FMP) TO PCRWRD FIELD ENGINEERING FOR APPROVAL BEFORE PROCEEDING WITH ANY WORK THAT MAY AFFECT LIVE SEWERS. THE FMP SHALL IDENTIFY AND INCLUDE ALL FLOW MANAGEMENT COSTS IN THE CONSTRUCTION BID. THE FMP SHALL BE SUBMITTED THIRTY (30) CALENDAR DAYS PRIOR TO THE SEWER PRE-CONSTRUCTION MEETING. FIELD ENGINEERING WILL REVIEW THE FMP WITHIN TEN (10) BUSINESS DAYS TO ACCOMMODATE REVIEW AND REVISION CYCLES. REFER TO PCRWRD SSDC 2016, SECTION 2 FOR FMP REQUIREMENTS. PLEASE CONTACT PCRWRD FIELD ENGINEERING AT (520) 724-2651 FOR ANY QUESTIONS REGARDING FLOW MANAGEMENT.
5. THE CONTRACTOR SHALL FURNISH, OPERATE AND MAINTAIN ALL EQUIPMENT AND LABOR NECESSARY TO PROVIDE CONTINUOUS 24 HOURS PER DAY SANITARY SEWER SERVICE TO ALL PARTIES TRIBUTARY TO A LIVE SEWER TO WHICH A CONNECTION IS TO BE MADE. THE PCRWRD CONVEYANCE DIVISION SHALL BE NOTIFIED AT (520) 724-3400 A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES THAT IMPACTS THE FLOW WITHIN A LIVE SANITARY SEWER SYSTEM OR INVOLVES CONNECTING TO A LIVE SANITARY SEWER. SEE PCRWRD SSDC 2016, SECTION 2 FOR MORE INFORMATION.
6. THE INSPECTION OF THE CONTRACTOR'S WORK BY AN AGENCY AND/OR PCRWRD STAFF SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE APPROVED CONTRACT DOCUMENTS. IF THE DESIGN ENGINEER OR PCRWRD STAFF FAIL TO POINT OUT A DEFECT, DEFICIENCY OR ERROR IN THE WORK FROM LACK OF DISCOVERY OR ANY OTHER REASON, IT SHALL IN NO WAY PREVENT LATER REJECTION OR RELIEVE THE CONTRACTOR OF PERFORMING CORRECTIONS TO THE UNSATISFACTORY WORK WHEN DISCOVERED. THE CONTRACTOR SHALL NOT FILE A CLAIM FOR LOSSES SUFFERED DUE TO ANY NECESSARY REMOVALS OR REPAIRS RESULTING FROM THE UNSATISFACTORY WORK.
7. SEWER PLANS THAT BEAR THE PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT (DSD) APPROVAL STAMP OR THE PIMA COUNTY RWRD ACCEPTANCE SIGNATURE SHALL ONLY BE USED FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER FACILITIES. APPROVED PLANS REQUIRING DESIGN REVISIONS SHALL BE RESUBMITTED TO PIMA COUNTY DSD OR RWRD (AS APPROPRIATE) FOR REVIEW AND RE-APPROVAL PRIOR TO START OF THE REVISED SEWER WORK.
8. ANY SEWER CONSTRUCTION WORK THAT IS NOT INCLUDED IN THE APPROVED SEWER PLANS WILL NOT BE ACCEPTED BY PCRWRD. SEE PCRWRD SSDC 2016, SECTION 1.4.5 REGARDING THE APPROVAL OF FIELD CHANGES.
9. IMMEDIATELY REPORT ANY OF THE FOLLOWING TO THE PCRWRD OPERATIONS CONTROL CENTER (OCC) AT (520) 724-3400: ANY RELEASE OF SEWAGE, ANY DAMAGE TO THE PUBLIC SANITARY SEWER SYSTEM, OR THE DROPPING OF DEBRIS INTO A PUBLIC SANITARY SEWER MANHOLE. A PCRWRD REPRESENTATIVE WILL BE DISPATCHED TO THE SITE. THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION TO CONTAIN A SANITARY SEWAGE OVERFLOW (SSO). THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS TO REPAIR THE SYSTEM, MITIGATE THE RELEASE OF SEWAGE, DISINFECT THE RELEASE AREAS, AND ANY REGULATORY PENALTIES LEVIED ON PCRWRD FOR SEWAGE ENTERING A NATURAL DRAINAGE WAY OR STORM WATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL REPAIR ALL DAMAGE AS DIRECTED AND APPROVED BY THE PCRWRD FIELD REPRESENTATIVE.
10. THE CONTRACTOR SHALL CONTACT "ARIZONA 811"(DIAL 811 OR 1-800-782-5348) A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL KEEP ALL UNDERGROUND FACILITY LOCATION REQUESTS UP-TO-DATE AND COMPLY WITH ARIZONA REVISED STATUTES (A.R.S.), TITLE 40, CHAPTER 1, ARTICLE 6.3, SECTION 40-360.22. CONCERNS REGARDING THE ACCURACY BETWEEN THE UNDERGROUND FACILITY MARKINGS AND THE PROJECT PLANS SHALL BE IMMEDIATELY REPORTED TO THE DESIGN ENGINEER.
11. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SANITARY SEWER MANHOLES AT ALL TIMES.
12. THE CONTRACTOR SHALL FIELD-VERIFY EXISTING SEWER LINE ELEVATIONS AND ALIGNMENTS PRIOR TO CONSTRUCTION. VERIFICATION MAY REQUIRE POT-HOLING.
13. ANY HOUSE CONNECTION SEWER (HCS) OR BUSINESS CONNECTION SEWER (BCS) LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE PROTECTED, REPAIRED, OR REROUTED, AS THE SITUATION DICTATES, PER PCRWRD SSDC 2016 DETAIL NO. RWRD 400 AND AT NO EXPENSE TO THE PROPERTY OWNER OR PCRWRD. HCS AND BCS LINES ARE NOT OWNED OR MAINTAINED BY PCRWRD. PRIVATE CONNECTION SEWERS CONSTRUCTED PRIOR TO JANUARY 2006 ARE NOT REQUIRED TO BE LOCATED AND MARKED.
14. SURVEY Layout and survey control shall be performed by, OR UNDER, THE DIRECT SUPERVISION OF an arizona RLS.
15. SURVEY CUT SHEETS SHALL BE PREPARED IN ACCORDANCE WITH PCRWRD SSDC 2016, SECTION 3.2.3(A)(i). CERTIFIED CUT SHEETS SHALL BE SUBMITTED TO THE PCRWRD FIELD ENGINEER PRIOR TO COMMENCEMENT OF SEWER CONSTRUCTION. CUT SHEETS ARE FOR PCRWRD REFERENCE ONLY AND SHALL NOT DELAY SEWER CONSTRUCTION DUE TO REVIEW OF THE DELIVERABLE. ANY ERRORS OR OMISSIONS RESULTING IN IMPROPER SEWER CONSTRUCTION SHALL NOT BE THE RESPONSIBILITY OF PCRWRD. REFER TO PCRWRD SSDC 2016, SECTION 3.2.3(A)(ii) FOR CONSTRUCTION SURVEY STAKING REQUIREMENTS.
16. THE DEVELOPER OR CONTRACTOR SHALL RETAIN AN ARIZONA-REGISTERED LAND SURVEYOR (RLS) FOR PREPARATION OF THE SEWER AS-BUILT PLANS. SEWER AS-BUILT PLANS SHALL CONFORM TO SSDC 2016, SECTION 1.4.7 AND ARE REQUIRED FOR FINAL ACCEPTANCE OF SEWER CONSTRUCTION BY PCRWRD. THE DEVELOPER OR CONTRACTOR SHALL SUBMIT TWO FULL-SIZE COPIES, AND AN ELECTRONIC VERSION, OF THE AS-BUILT SEWER PLANS TO THE PCRWRD FIELD ENGINEER.



AC (IN)	ABC (IN)	CEMENT TREATED SUBGRADE (IN)
3.0	4.0	6.0

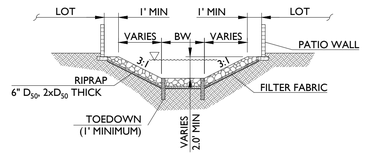
PAVEMENT RECOMMENDATIONS PER GEOTECHNICAL ENGINEERING EVALUATION PREPARED BY PROTEX, PROJECT #5608, DATED JUNE 20, 2016 AND REVISED AUGUST 16, 2016)

PAVEMENT OPTIONS — A
NOT TO SCALE



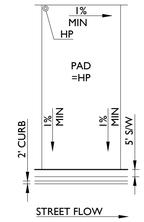
* SLOPE PER PLAN: 1% SUPER LT/RT or 2% CROWN
** MAG SD 220-1(TYPE C) FOR 2% CROWN
MAG SD 220-1(TYPE D) FOR 1% SUPER

TYPICAL ROADWAY SECTION — B
NOT TO SCALE

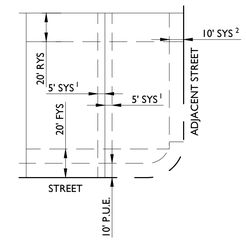


CHANNEL DETAILS								
CHANNEL	SIDE SLOPE	BOTTOM WIDTH (FT)	RIPRAP D50 (IN)	FLOW DEPTH (FT)	SLOPE (FT/FT)	Q100 (CFS)	VELOCITY (FPS)	FREEBOARD (FT)
1	3:1	8	6	1.4	0.01	37.7	2.2	0.6
2	3:1	8	6	1.4	0.01	40.1	2.3	0.6
3	3:1	5	6	1.3	0.01	22.8	1.9	0.7
4	3:1	10	6	1.4	0.01	43.4	2.3	0.6

TRAPEZOIDAL CHANNEL — C
NOT TO SCALE

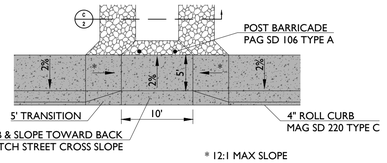


TYPICAL LOT GRADING — D
NOT TO SCALE



1. 5' SYSB PER ZONING, TOWN OF MARANA LAND DEVELOPMENT CODE (TITLE 5)
2. 10' SYSB REQUIRED WHERE LOT ABUTS AN ADJACENT STREET

TYPICAL LOT SETBACKS — E
NOT TO SCALE



* 12:1 MAX SLOPE

DEPRESSED CURB OUTLET — F
NOT TO SCALE

GENERAL SEWER NOTES (CONT.):

17. NEW PUBLIC SANITARY SEWER FACILITIES MUST BE TESTED, INSPECTED AND AUTHORIZED FOR DISCHARGE BY PCRWRD AND ADEQ, OR IT'S DELEGATE, PRIOR TO DISCHARGING INTO THE EXISTING PUBLIC SANITARY SEWER SYSTEM.
18. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS AT ALL TIMES.
19. PRIOR TO THE INSTALLATION OF SANITARY SEWERS, ALL ROUGH GRADING, INCLUDING FILL, SHALL BE COMPLETED TO A MINIMUM OF 4 FEET OVER THE TOP OF THE SEWER PIPE. BEDDING, SHADING, AND TRENCH BACKFILL COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH PCRWRD SSDC 2016, DETAIL NO. RWRD 104, OR AS SHOWN ON THE PLANS. SHOULD GROUND WATER OR UNANTICIPATED SOIL CONDITIONS BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE PCRWRD FIELD ENGINEER. WHEN THE NEW SEWER IS LOCATED WITHIN A PUBLIC SEWER EASEMENT, COMPACTION OF BACKFILL SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS OR AS OTHERWISE DIRECTED BY PCRWRD. WHEN THE NEW SEWER IS LOCATED WITHIN RIGHT-OF-WAY, COMPACTION OF BACKFILL SHALL BE IN ACCORDANCE WITH THE RIGHT-OF-WAY AGENCY HAVING JURISDICTION.
20. SANITARY SEWER CONSTRUCTION SHALL START AT THE LOWEST DOWNSTREAM POINT AND PROCEED UPSTREAM, REGARDLESS OF THE STATIONING SHOWN ON THE PLANS. IF CONSTRUCTION CANNOT BE PERFORMED IN THIS MANNER, THE CONTRACTOR SHALL PROVIDE AN OUT-OF-SEQUENCE LETTER FOR APPROVAL BY THE PCRWRD FIELD ENGINEER PRIOR TO THE START OF SEWER CONSTRUCTION.
21. THE HORIZONTAL AND VERTICAL SEPARATION BETWEEN PUBLIC WATER MAINS AND PUBLIC SEWER LINES SHALL COMPLY WITH ARIZONA ADMINISTRATIVE CODE (A.A.C.) R18-5-502 AND PCRWRD SSDC 2016, DETAIL NO. RWRD 108.
22. PLANTING WITHIN PUBLIC SEWER EASEMENTS SHALL ONLY BE ALLOWED WITH SPECIAL APPROVAL. TREES WITH BRANCHES OR ROOTS HAVING THE POTENTIAL TO EXTEND INTO PUBLIC SEWER EASEMENTS SHALL BE AVOIDED. IN SPECIAL CASES, WHERE THE PUBLIC SEWERS MUST BE LOCATED OUTSIDE PAVED OR STABILIZED AREAS, LANDSCAPING AND PLANTING SHALL ADHERE TO GUIDELINES IN PCRWRD EDS 2016, SECTION 7.7 AND PCRWRD SSDC 2016, DETAIL NO. RWRD 111.
23. ALL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MEASURES SHALL BE INSTALLED TO PREVENT ALL STORM WATER, CONSTRUCTION WATER, FUELS, CHEMICALS, LIQUIDS, OR OTHER CONTAMINANTS, FROM BEING DIRECTED INTO OR ONTO ANY SANITARY SEWER FACILITIES. PROTECTION OF SANITARY SEWER FACILITIES SHALL BE A PART OF THE APPROVED CONSTRUCTION SWPPP AND BEST MANAGEMENT PRACTICES. PROTECTION DEVICES SHALL BE INSTALLED AND MAINTAINED AROUND ALL POTENTIALLY AFFECTED SANITARY SEWER FACILITIES WITHIN THE PROJECT LIMITS. ADDITIONAL MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE USE OF RAIN STOPPERS AND MANHOLE COVERS AS DEEMED NECESSARY BY PCRWRD.
24. ALL PROJECT ACTIVITIES MUST BE KEPT WITHIN THE PROJECT AREAS. CONCERNING HUMAN BURIAL REMAINS, ARCHAEOLOGICAL CLEARANCE RECOMMENDATIONS DO NOT EXEMPT THE DEVELOPMENT FROM COMPLYING WITH STATE BURIAL PROTECTION LAWS. IN THE EVENT THAT HUMAN REMAINS, INCLUDING HUMAN SKELETAL REMAINS, CREMATIONS, CEREMONIAL OBJECTS OR FUNERARY OBJECTS, ARE FOUND DURING EXCAVATION OR CONSTRUCTION, GROUND DISTURBING ACTIVITIES MUST CEASE IN THE IMMEDIATE VICINITY OF THE DISCOVERY. ARIZONA STATE LAWS ARS 41-844 AND 41-865 REQUIRE THAT THE ARIZONA STATE MUSEUM BE NOTIFIED OF THE DISCOVERY AT (520) 621-4795 SO THAT CULTURAL GROUPS WHO CLAIM CULTURAL OR RELIGIOUS AFFINITY TO THE REMAINS CAN MAKE APPROPRIATE ARRANGEMENTS FOR THE REPATRIATION AND REBURIAL OF THE REMAINS. THE HUMAN REMAINS WILL BE REMOVED FROM THE SITE BY A PROFESSIONAL ARCHAEOLOGIST PENDING CONSULTATION AND REVIEW BY THE ARIZONA STATE MUSEUM AND THE CONCERNED CULTURAL GROUPS.

REF: PRV-9955

PRV1606-001

OWNER/DEVELOPER:
D.R. HORTON America's Builder
D.R. HORTON, ARIZONA
3580 WEST INA ROAD, STE 100
TUCSON, AZ 85741
ATTN: BRENT DAVIS
PH: (520) 790-6005

ENGINEER:
EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

Registered Professional Engineer (Civil) CERTIFICATE NO. 53192 GREGORY PAUL BENNETT Date Signed 05/31/16 ARIZONA, U.S.A. Expires 06/30/17

Drawn by: FAH 06/16
Designed by: FAH 06/16

Preliminary Plat for
Saguaro Bloom Block 3
Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)
A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest¼ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

Scale: N/A
Contour Interval: N/A

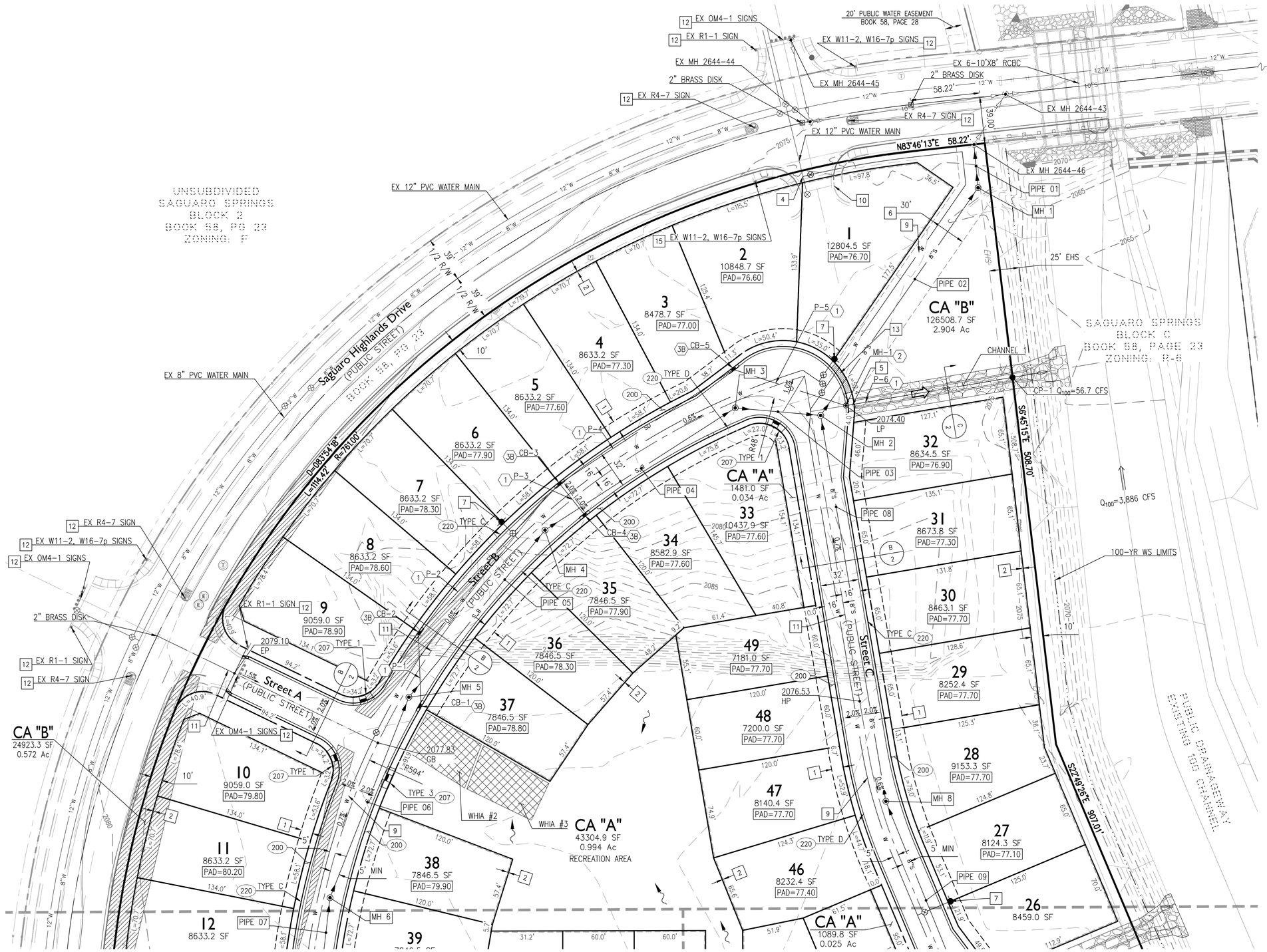
GN01

Sheet No. 2 of 7

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

bzismann Aug 31, 2016 8:58am U:\Projects\2016\16-042\Civil\CADD\Plans\PRV_16-042_PR_GN01.dwg

16-042



N

40 0 40 80
SCALE FEET

HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES: (* NOT USED ON THIS SHEET)

	1	10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
	2	1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
	3	REMOVE CONCRETE/MECHANICAL PLUG FROM SW INVERT PER FINAL SS PLANS
	4	CONNECT TO EX 12" WATER MAIN WITH NEW 8" WATER MAIN
	5	DEPRESSED CURB OUTLET, SEE DETAIL F, SHEET 2
	6	30' SEWER EASEMENT BY FINAL PLAT
	7	NEW FIRE HYDRANT ASSEMBLY
*	8	REMOVE APPROX. 20 LF 8" WATER MAIN AND CONNECT NEW 8" WATER MAIN
	9	PROPOSED WATERLINE
	10	EXISTING ENTRANCE TO BE REMOVED
	11	CONSTRUCTION CENTERLINE
	12	EXISTING TRAFFIC SIGN (BASED ON CARDNO PLANS)
	13	INSTALL 6" THICK CONCRETE SIDEWALK FOR MAINTENANCE VEHICLE ACCESS
	1	NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
	2	NEW STORMDRAIN MANHOLE
*	3A	NEW CATCH BASIN PER PAG SD 307, TYPE 1
	3B	NEW CATCH BASIN PER PAG SD 309, TYPE 4
	200	5' CONCRETE SIDEWALK PER PAG SD 200
	207	CURB ACCESS RAMP (SEE PLANS FOR TYPE) PER PAG SD 207
	220	4" CONCRETE ROLL CURB (SEE PLANS FOR TYPE) PER MAG SD 220-1

SEWER MANHOLE TABLE	
MANHOLE	DETAILS:
EX MH 2644-46	2074.29 RIM 2059.24 INV IN
MH 01	2075.50 RIM 2059.50 INV IN 2059.40 INV OUT
MH 02	2074.90 RIM 2060.84 INV IN 2060.84 INV IN 2060.64 INV OUT
MH 03	2075.48 RIM 2065.58 INV IN 2065.48 INV OUT
MH 04	2076.40 RIM 2066.80 INV IN 2066.70 INV OUT
MH 05	2077.46 RIM 2067.96 INV IN 2067.86 INV OUT
MH 06	2078.67 RIM 2069.30 INV IN 2069.20 INV OUT
MH 08	2076.04 RIM 2062.56 INV IN 2062.46 INV OUT

SEWER PIPE TABLE	
PIPE	LENGTH
01	32.48 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.49%
02	228.57 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
03	68.10 LF NEW 8" PVC Pipe PUBLIC SEWER @ 6.81%
04	185.97 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.60%
05	177.07 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.60%
06	177.07 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.70%
07	119.66 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%
08	324.89 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
09	207.55 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%

STORMDRAIN PIPE TABLE					
LAYER	INV UP	SIZE	LENGTH	SLOPE	INV OUT
P-1	2074.25	18"	62.0'	1.00%	2073.63
P-2	2075.25	24"	172.0'	0.60%	2072.13
P-3	2076.25	18"	33.0'	2.50%	2072.63
P-4	2071.63	30"	174.0'	0.60%	2070.62
P-5	2070.62	30"	100.0'	0.50%	2070.12
P-6	2070.12	30"	170.0'	1.00%	2068.42

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bzismann Aug 31, 2016 9:00am U:\Projects\2016\16-042\Civil\CADD\Plans\PR\16-042_PR_PR01.dwg

REF: PRV-9955

OWNER/DEVELOPER:
D.R. HORTON, ARIZONA
3580 WEST INA ROAD, STE 100
TUCSON, AZ 85741
ATTN: BRENT DAVIS
PH: (520) 790-6005

ENGINEER:
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w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil)
CERTIFICATE NO.
53192
GREGORY PAUL BENNETT
Date Signed 08/31/16
ARIZONA, U.S.A.
Expires 03/31/18

Drawn by: FAH 06/16
Designed by: FAH 06/16

Preliminary Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

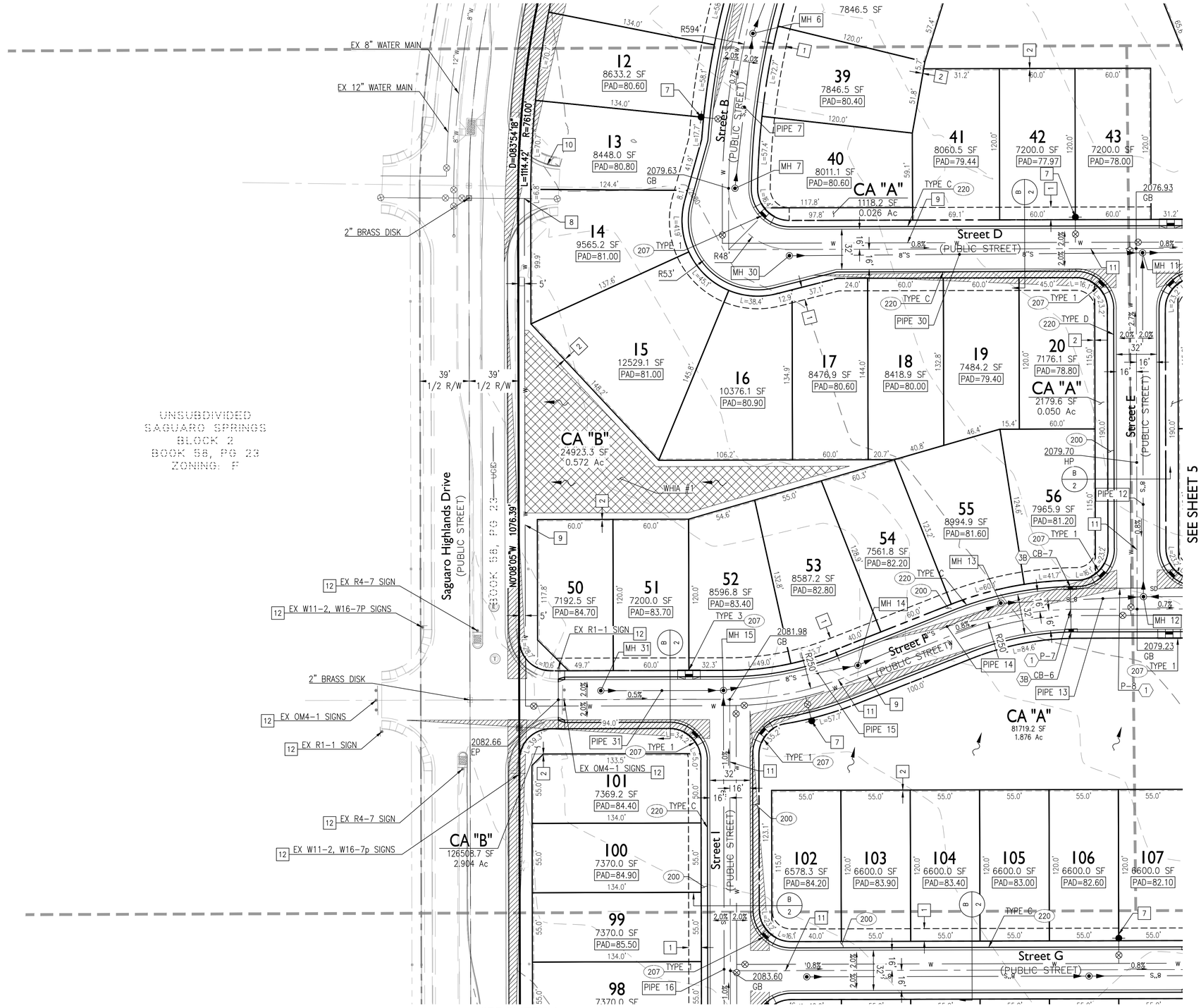
A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest¼ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

PRV1606-001
Scale: 1" = 40'
Contour Interval: 1'

PR01

Sheet No.
3
of 7



UNSUBDIVIDED
SAGUARO SPRINGS
BLOCK 2
BOOK 58, PG 23
ZONING: F

HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES: (* NOT USED ON THIS SHEET)

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
* 3. REMOVE CONCRETE/MECHANICAL PLUG FROM SW INVERT PER FINAL SS PLANS
* 4. CONNECT TO EX 12" WATER MAIN WITH NEW 8" WATER MAIN
* 5. DEPRESSED CURB OUTLET, SEE DETAIL F, SHEET 2
* 6. 30' SEWER EASEMENT BY FINAL PLAT
7. NEW FIRE HYDRANT ASSEMBLY
8. REMOVE APPROX. 20 LF 8" WATER MAIN AND CONNECT NEW 8" WATER MAIN
9. PROPOSED WATERLINE
10. EXISTING ENTRANCE TO BE REMOVED
11. CONSTRUCTION CENTERLINE
12. EXISTING TRAFFIC SIGN (BASED ON CARDNO PLANS)
* 13. INSTALL 6" THICK CONCRETE SIDEWALK FOR MAINTENANCE VEHICLE ACCESS
(1) NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
* (2) NEW STORMDRAIN MANHOLE
* (3A) NEW CATCH BASIN PER PAG SD 307, TYPE 1
(3B) NEW CATCH BASIN PER PAG SD 309, TYPE 4
(200) 5' CONCRETE SIDEWALK PER PAG SD 200
(207) CURB ACCESS RAMP (SEE PLANS FOR TYPE) PER PAG SD 207
(220) 4" CONCRETE ROLL CURB (SEE PLANS FOR TYPE) PER MAG SD 220-1

SEWER MANHOLE TABLE	
MANHOLE	DETAILS:
MH 06	2078.67 RIM 2069.30 INV IN 2069.20 INV OUT
MH 07	2079.53 RIM 2070.50 INV OUT
MH 11	2076.82 RIM 2065.31 INV IN 2065.31 INV IN 2065.11 INV OUT
MH 12	2079.00 RIM 2066.85 INV IN 2066.85 INV IN 2066.65 INV OUT
MH 13	2079.86 RIM 2068.60 INV IN 2068.50 INV OUT
MH 14	2081.01 RIM 2070.51 INV IN 2070.41 INV OUT
MH 15	2081.87 RIM 2072.29 INV IN 2072.29 INV IN 2072.09 INV OUT
MH 30	2079.02 RIM 2070.10 INV OUT
MH 31	2082.35 RIM 2073.22 INV OUT

SEWER PIPE TABLE	
PIPE	LENGTH
07	119.66 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%
12	286.77 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
13	109.26 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.51%
14	119.65 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.51%
15	104.39 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.51%
16	456.37 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%
30	276.10 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.73%
31	93.30 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%

STORMDRAIN PIPE TABLE					
PIPE	INV UP	SIZE	LENGTH	SLOPE	INV OUT
P-7	2076.84	18"	33.0'	1.00%	2076.51
P-8	2076.01	24"	230.0'	0.50%	2074.88

16-042

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ARIZONA811
Arizona Blue Stake, Inc.
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In Maricopa County: (602)263-1100

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w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil)
CERTIFICATE NO.
53192
GREGORY PAUL BENNETT
Date Signed 08/31/16
ARIZONA, U.S.A.
Expires 03/31/18

Drawn by: FAH 06/16
Designed by: FAH 06/16

REF: PRV-9955

Preliminary Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

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Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

PRV1606-001
Scale: 1" = 40'
Contour Interval: 1'
PR02
Sheet No. 4 of 7

SEE SHEET 3

SEE SHEET 4

SEE SHEET 6

SEE SHEET 7

16-042



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Arizona Blue Stake, Inc.
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N

SCALE 40 0 40 80 FEET

HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES: (* NOT USED ON THIS SHEET)

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
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5. DEPRESSED CURB OUTLET, SEE DETAIL F, SHEET 2
* 6. 30' SEWER EASEMENT BY FINAL PLAT
7. NEW FIRE HYDRANT ASSEMBLY
* 8. REMOVE APPROX. 20 LF 8" WATER MAIN AND CONNECT NEW 8" WATER MAIN
9. PROPOSED WATERLINE
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(1) NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
(2) NEW STORMDRAIN MANHOLE
* (3A) NEW CATCH BASIN PER PAG SD 307, TYPE 1
(3B) NEW CATCH BASIN PER PAG SD 309, TYPE 4

(200) 5' CONCRETE SIDEWALK PER PAG SD 200
(207) CURB ACCESS RAMP (SEE PLANS FOR TYPE) PER PAG SD 207
(220) 4" CONCRETE ROLL CURB (SEE PLANS FOR TYPE) PER MAG SD 220-1

SEWER MANHOLE TABLE	
MANHOLE	DETAILS:
MH 09	2074.96 RIM 2063.80 INV IN 2063.60 INV OUT
MH 10	2076.00 RIM 2064.65 INV IN 2064.55 INV OUT
MH 11	2076.82 RIM 2065.31 INV IN 2065.31 INV IN 2065.11 INV OUT
MH 12	2079.00 RIM 2066.85 INV IN 2066.85 INV IN 2066.65 INV OUT
MH 17	2077.49 RIM 2068.06 INV IN 2067.96 INV OUT
MH 18	2076.52 RIM 2068.94 INV IN 2068.74 INV OUT
MH 19	2076.63 RIM 2070.63 INV IN 2070.73 INV IN 2070.53 INV OUT

SEWER PIPE TABLE	
PIPE	LENGTH
09	207.55 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
10	149.53 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
11	95.33 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
12	268.77 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
17	221.08 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
18	135.36 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
19	318.27 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%

STORMDRAIN PIPE TABLE					
PIPE	INV UP	SIZE	LENGTH	SLOPE	INV OUT
P-8	2076.01	24"	230.0'	0.50%	2074.88
P-9	2074.72	18"	34.0'	1.00%	2075.38
P-10	2074.38	30"	101.0'	0.70%	2073.66
P-11	2073.66	30"	92.0'	0.70%	2073.00
P-12	2073.00	30"	45.0'	0.50%	2072.77
P-13	2072.77	30"	149.0'	1.00%	2071.28

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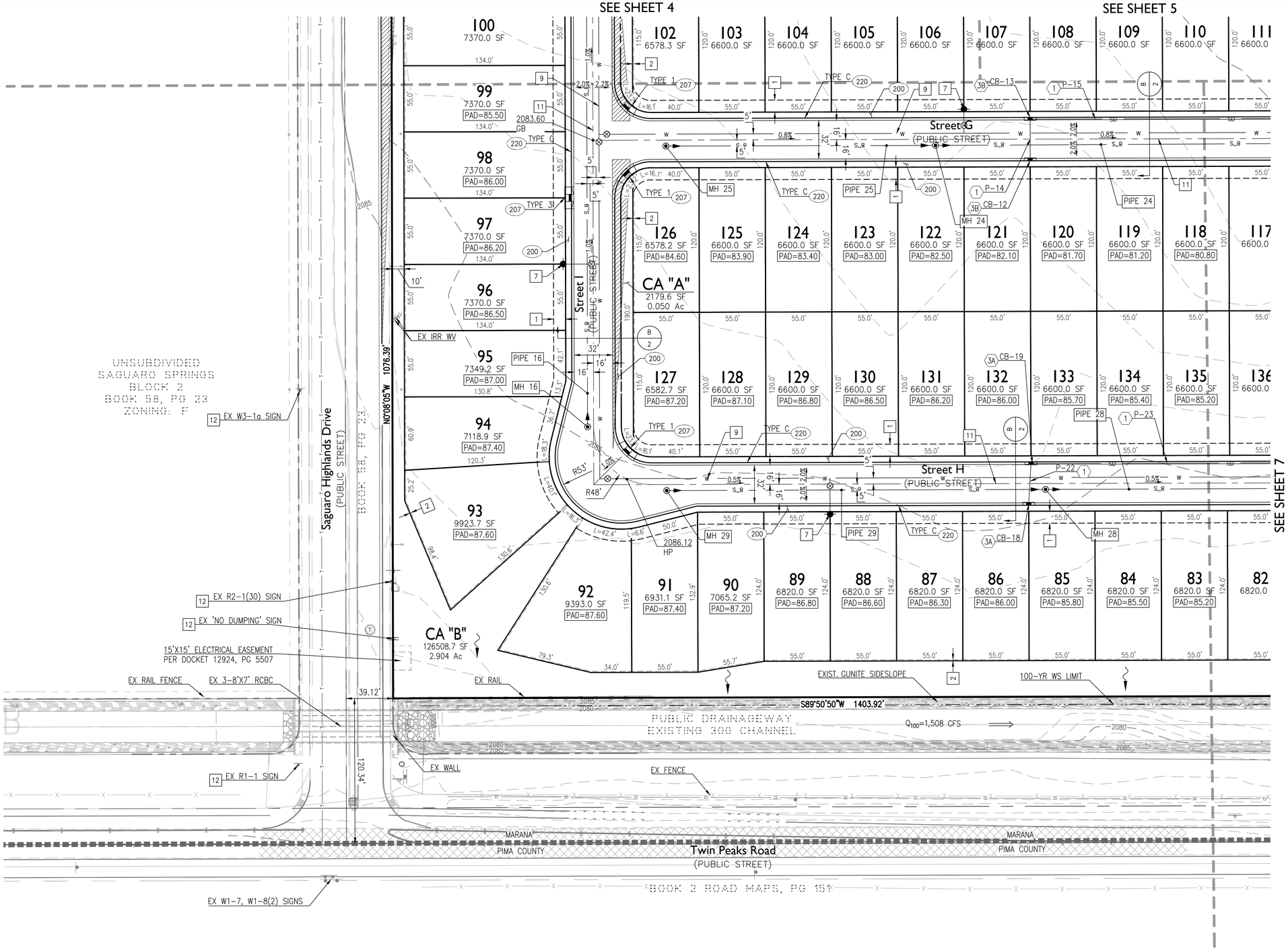
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Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

PRV1606-001
Scale: 1" = 40'
Contour Interval: 1'
PR03
Sheet No. 5 of 7



N

SCALE: 40 0 40 80 FEET

HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES: (* NOT USED ON THIS SHEET)

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
* 3. REMOVE CONCRETE/MECHANICAL PLUG FROM SW INVERT PER FINAL SS PLANS
* 4. CONNECT TO EX 12" WATER MAIN WITH NEW 8" WATER MAIN
* 5. DEPRESSED CURB OUTLET, SEE DETAIL F, SHEET 2
* 6. 30' SEWER EASEMENT BY FINAL PLAT
7. NEW FIRE HYDRANT ASSEMBLY
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(1) NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
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(3A) NEW CATCH BASIN PER PAG SD 307, TYPE 1
(3B) NEW CATCH BASIN PER PAG SD 309, TYPE 4
(200) 5' CONCRETE SIDEWALK PER PAG SD 200
(207) CURB ACCESS RAMP (SEE PLANS FOR TYPE) PER PAG SD 207
(220) 4" CONCRETE ROLL CURB (SEE PLANS FOR TYPE) PER MAG SD 220-1

SEWER MANHOLE TABLE	
MANHOLE	DETAILS:
MH 16	2085.85 RIM 2076.85 INV OUT
MH 24	2081.03 RIM 2073.56 INV IN 2073.46 INV OUT
MH 25	2082.82 RIM 2075.76 INV OUT
MH 28	2084.45 RIM 2075.57 INV IN 2075.47 INV OUT
MH 29	2085.97 RIM 2078.68 INV OUT

SEWER PIPE TABLE	
PIPE	LENGTH
16	456.37 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%
24	396.00 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
25	219.87 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%
28	381.00 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.48%
29	310.56 LF NEW 8" PVC Pipe PUBLIC SEWER @ 1.00%

STORMDRAIN PIPE TABLE					
PIPE	INV UP	SIZE	LENGTH	SLOPE	INV OUT
P-14	2077.18	18"	34.0'	1.00%	2076.84
P-15	2076.34	24"	235.0'	0.80%	2074.46
P-22	2080.95	18"	36.0'	0.90%	2080.61
P-23	2079.61	30"	331.0'	0.40%	2078.23

16-042

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bzismann

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w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil)
CERTIFICATE NO.
53192
GREGORY PAUL
BENNETT
Date Signed 08/31/16
ARIZONA, U.S.A.
Expires 03/31/18

Drawn by: FAH 06/16
Designed by: FAH 06/16

REF: PRV-9955

Preliminary Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

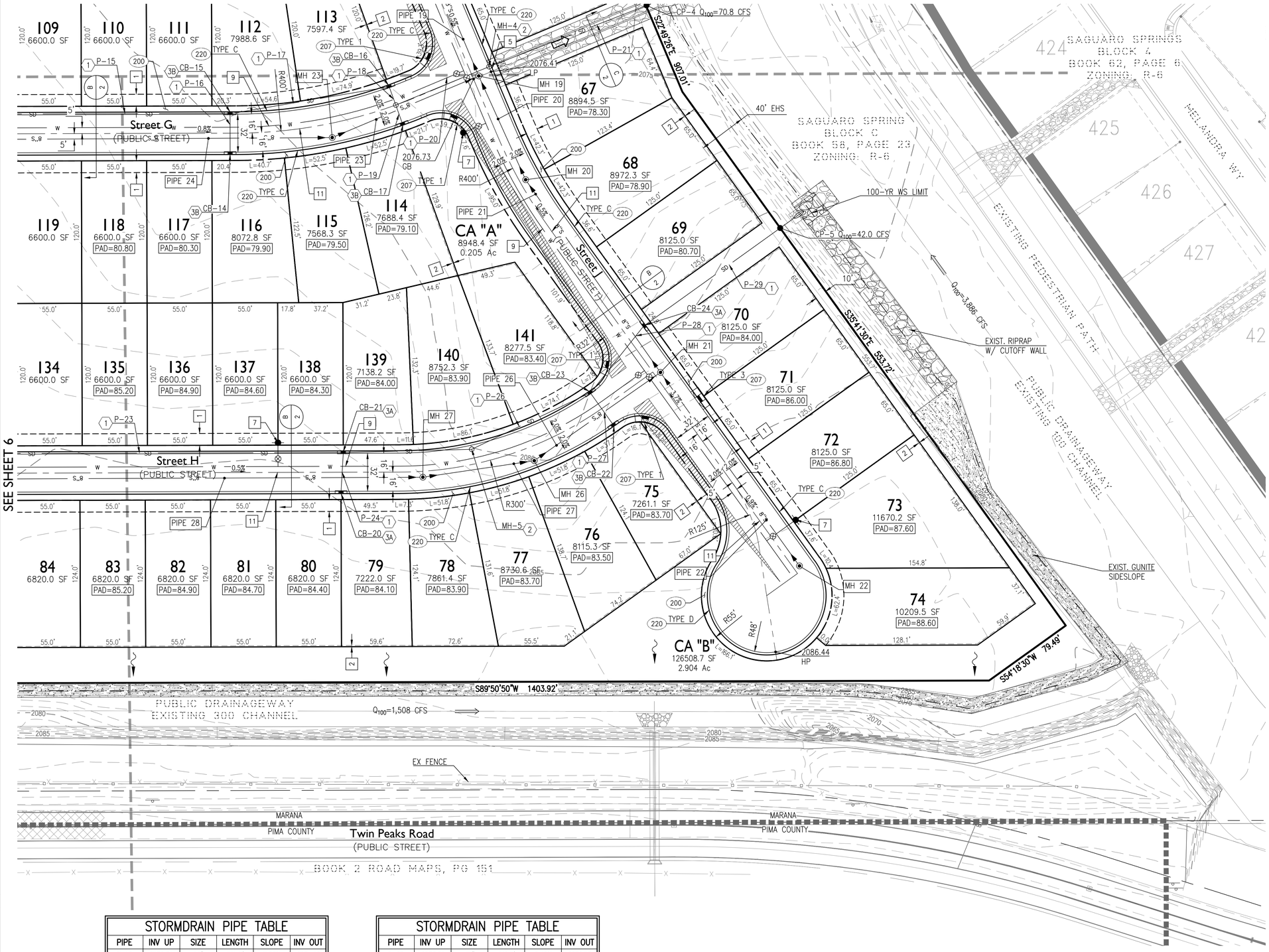
A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest¼ of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

PRV1606-001
Scale: 1" = 40'
Contour Interval: 1'

PR04

Sheet No.
6
of 7



N

SCALE 40 0 40 80 FEET

HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES: (* NOT USED ON THIS SHEET)

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
* 3. REMOVE CONCRETE/MECHANICAL PLUG FROM SW INVERT PER FINAL SS PLANS
* 4. CONNECT TO EX 12" WATER MAIN WITH NEW 8" WATER MAIN
5. DEPRESSED CURB OUTLET, SEE DETAIL F, SHEET 2
* 6. 30' SEWER EASEMENT BY FINAL PLAT
7. NEW FIRE HYDRANT ASSEMBLY
* 8. REMOVE APPROX. 20 LF 8" WATER MAIN AND CONNECT NEW 8" WATER MAIN
9. PROPOSED WATERLINE
* 10. EXISTING ENTRANCE TO BE REMOVED
11. CONSTRUCTION CENTERLINE
* 12. EXISTING TRAFFIC SIGN (BASED ON CARDNO PLANS)
13. INSTALL 6" THICK CONCRETE SIDEWALK FOR MAINTENANCE VEHICLE ACCESS

(1) NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
(2) NEW STORMDRAIN MANHOLE
(3A) NEW CATCH BASIN PER PAG SD 307, TYPE 1
(3B) NEW CATCH BASIN PER PAG SD 309, TYPE 4
(200) 5' CONCRETE SIDEWALK PER PAG SD 200
(207) CURB ACCESS RAMP (SEE PLANS FOR TYPE) PER PAG SD 207
(220) 4" CONCRETE ROLL CURB (SEE PLANS FOR TYPE) PER MAG SD 220-1

SEWER MANHOLE TABLE	
MANHOLE	DETAILS:
MH 19	2076.63 RIM 2070.63 INV IN 2070.73 INV IN 2070.53 INV OUT
MH 20	2076.98 RIM 2071.19 INV IN 2071.09 INV OUT
MH 21	2081.30 RIM 2072.26 INV IN 2072.36 INV IN 2072.16 INV OUT
MH 22	2085.73 RIM 2076.73 INV OUT
MH 23	2077.70 RIM 2071.48 INV IN 2071.38 INV OUT
MH 26	2081.86 RIM 2073.09 INV IN 2072.99 INV OUT
MH 27	2082.46 RIM 2073.64 INV IN 2073.54 INV OUT

SEWER PIPE TABLE	
PIPE	LENGTH
19	318.27 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
20	91.98 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
21	194.18 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
22	196.79 LF NEW 8" PVC Pipe PUBLIC SEWER @ 2.27%
23	129.98 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
24	396.00 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
26	125.77 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
27	90.88 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.50%
28	381.00 LF NEW 8" PVC Pipe PUBLIC SEWER @ 0.48%

STORMDRAIN PIPE TABLE					
PIPE	INV UP	SIZE	LENGTH	SLOPE	INV OUT
P-15	2076.34	24"	235.0'	0.80%	2074.46
P-16	2075.30	18"	34.0'	1.00%	2074.96
P-17	2073.96	30"	136.0'	0.80%	2072.87
P-18	2072.87	30"	17.0'	1.00%	2072.70
P-19	2072.70	18"	17.0'	1.00%	2073.70
P-20	2072.70	30"	85.0'	1.00%	2071.85
P-21	2071.85	30"	167.0'	1.00%	2070.18

STORMDRAIN PIPE TABLE					
PIPE	INV UP	SIZE	LENGTH	SLOPE	INV OUT
P-23	2079.61	30"	331.0'	0.40%	2078.23
P-24	2079.57	18"	34.0'	1.00%	2079.23
P-25	2078.23	30"	108.0'	0.50%	2077.69
P-26	2077.69	30"	110.0'	0.50%	2077.14
P-27	2078.45	18"	34.0'	1.00%	2078.14
P-28	2077.14	30"	72.0'	1.50%	2076.09
P-29	2075.59	36"	161.0'	1.00%	2073.98

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

OWNER/DEVELOPER:
D.R. HORTON America's Builder
D.R. HORTON, ARIZONA
3580 WEST INA ROAD, STE 100
TUCSON, AZ 85741
ATTN: BRENT DAVIS
PH: (520) 790-6005

ENGINEER:
EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil) CERTIFICATE NO. 53192 GREGORY PAUL BENNETT Date Signed 03/31/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: FAH 06/16
Designed by: FAH 06/16

REF: PRV-9955

Preliminary Plat for
Saguaro Bloom Block 3

Lots 1 - 141, Common Area "A" (Open Space, Recreation, Public Utilities, Road Maintenance & Signage) & Common Area "B" (Open Space, Drainage, Recreation, Public Utilities, Road Maintenance & Signage)

A Subdivision of Block 3 of the Saguaro Springs Block Plat, as recorded in Book 58 of Maps & Plats, Page 23, being a portion of the Southwest 1/4 of Section 18, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 16-042 Date: 08/31/16

PRV1606-001
Scale: 1" = 40'
Contour Interval: 1'
PR05
Sheet No. 7 of 7

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Council-Regular Meeting **C3**

Meeting Date: 10/18/2016

To: Mayor and Council

Submitted For: John Kmiec, Utilities Director

From: Amanda Jones, Management Assistant

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-108: Relating to Utilities; approving and authorizing the Mayor to execute a one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services (John Kmiec)

Discussion:

Submitted is the first of four potential one-year extensions of the sewer billing IGA approved by Resolution 2014-116 with the Pima County Regional Wastewater Reclamation Department. This amendment extends the term of the agreement to November 30, 2017.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-108, approving a one-year extension of the sewer billing IGA as presented.

Suggested Motion:

I move to adopt Resolution No. 2016-108, approving a one-year extension of the sewer billing IGA as presented.

Attachments

Resolution No. 2016-108
Exhibit A IGA Amendment

MARANA RESOLUTION NO. 2016-108

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY FOR PROVISION OF WATER CONSUMPTION DATA AND SEWER USER ACCOUNT BILLING SERVICES

WHEREAS Pima County operates and maintains a public sanitary sewerage system and is the designated public sewer system provider for the eastern and southern portions of the Town of Marana; and

WHEREAS the Town of Marana is the potable water provider for a portion of the area that receives sewer service from Pima County; and

WHEREAS the Town and Pima County entered into an intergovernmental agreement effective December 1, 2014, for provision of water consumption data and sewer user account billing services which terminates on November 30, 2016; and

WHEREAS the Town and Pima County desire to extend the intergovernmental agreement for one year.

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

SECTION 1. The one-year extension of the intergovernmental agreement between the Town of Marana and Pima County for provision of water consumption data and sewer user account billing services attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT **PROJECT: Sewer Billing and Collection Services** **CONTRACTOR**: Town of Marana **CONTRACT NO.:** CT-WW-15*195 **CONTRACT AMENDMENT NO.:** One (1)	

ORIG. CONTRACT TERM: 12/01/2014 - 11/30/2016		**ORIG. CONTRACT AMOUNT:**	$110,000.00
TERMINATION DATE PRIOR AMENDMENT: N/A		**PRIOR AMENDMENTS:**	N/A
TERMINATION THIS AMENDMENT: 11/30/2017		**AMOUNT THIS AMENDMENT:**	$ 55,000.00
		REVISED CONTRACT AMOUNT:	$165,000.00

INTERGOVERNMENTAL AGREEMENT AMENDMENT

WHEREAS, COUNTY and TOWN entered into an Intergovernmental Agreement (IGA) for services as referenced above; and

WHEREAS, TOWN and COUNTY, pursuant to Article 4 - Term, have agreed to extend the IGA term for the first of four one-year renewal periods; and

WHEREAS, TOWN and COUNTY have agreed to increase the total contract amount to allow payment for the continued provision of sewer billing and collection services during the extended term of the contract.

NOW, THEREFORE, it is agreed as follows:

CHANGE: ARTICLE 4 - Term:

From: "... shall terminate on November 30, 2016...."

To: "... shall terminate on November 30, 2017...."

The effective date of this Amendment is December 1, 2016.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

FOR PIMA COUNTY:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Date: _____

FOR TOWN OF MARANA:

_____
Mayor

ATTEST:

_____
Town Clerk

Date: _____

APPROVED AS TO CONTENT:

_____
Director, Pima County RWRD

_____
Director, Pima County Finance

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between Pima County and the Town of Marana has been reviewed by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party he or she represents.

PIMA COUNTY:

_____
Deputy County Attorney

TOWN OF MARANA:

_____
Town Attorney

Council-Regular Meeting **C4**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-109: Relating to Utilities; approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with Jay E. Reyher & Janice D. Reyher (Frank Cassidy)

Discussion:

Mr. and Mrs. Jay and Janice Reyher have applied to the Town to oversize from 5/8" to 3/4" their water meter and water service to their approximately ten acre parcel of property located northwest of the corner of Wentz Road and Sagebrush Road.

Along with Lottie Kurcz (whose water service and settlement agreement was approved on October 4, 2016 by the adoption of Marana Resolution 2016-100), Mr. and Mrs. Reyher granted the Town a 25-foot easement for utilities in 2001. In exchange for the easement, the Water Department agreed to waive certain connection fees for water service to the Reyhers' property.

Town staff has negotiated the attached water service and settlement agreement with Mr. and Mrs. Reyher. If approved, it will waive a total of $825 in fees associated with the water service up-sizing at the Reyhers' property. Under the agreement, the Reyhers will be responsible for payment of all other fees, and they waive all other claims associated with the Town's 2001 easement acquisition.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	N
Amount:	$825

If the agreement is approved, the Town will forego $825 in fees that would otherwise be payable for the up-sizing of this water service from 5/8" to 3/4".

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-109, approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with Jay E. Reyher & Janice D. Reyher.

Suggested Motion:

I move to adopt Resolution No. 2016-109, approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with Jay E. Reyher & Janice D. Reyher.

Attachments

Resolution No. 2016-109

Exhibit A to Resolution Reyher Agreement

MARANA RESOLUTION NO. 2016-109

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A WATER SERVICE AND SETTLEMENT AGREEMENT WITH JAY E. REYHER & JANICE D. REYHER

WHEREAS the Town desires to honor and settle a 2001 Water Department commitment for water service to property near the northwest corner of Wentz Road and Sagebrush Road; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Water Service and Settlement Agreement with Jay E. Reyher and Janice D. Reyher attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

BE IT 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 agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

TOWN OF MARANA
WATER SERVICE AND SETTLEMENT AGREEMENT

(Jay E. Reyher & Janice D. Reyher)

THIS WATER SERVICE AND SETTLEMENT AGREEMENT (this "Agreement") is entered into by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation, and JAY E. REYHER & JANICE D. REYHER (the "Applicants"), husband and wife. The Town and the Applicants are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

RECITALS

A. The Applicants have applied to the Town to replace a five-eighths inch water meter and water service with a three-quarter inch water meter and water service to the property owned by the Applicants and located at 13600 West Price Lane, Marana Arizona, Pima County Assessor's Parcel Number 217-22-529A—an approximately 10 acre parcel of land located northwest of Wentz Road and Sagebrush Road in the Southwest Quarter of the Southeast Quarter of Section 18, Township 11 South, Range 11 East, G&SRB&M, Marana, Arizona; consisting of approximately the east 330 feet of Lot 2 of White Farms subdivision, recorded in the office of the Recorder of Pima County, Arizona, on October 18, 2001, at Book 55 of Maps and Plats, Page 28; and referred to in this Agreement as the "Property."

B. The Applicants and others granted the Town a 25-foot easement for utilities pursuant to an Ingress/Egress and Utility Easement dated January 19, 2001, and recorded in the office of the Recorder of Pima County, Arizona, on February 9, 2001, at Docket 11483, Page 614 (Sequence 20010280222) (the "Easement").

C. The files of the Town's Water Department associated with the Easement include a signed but unrecorded copy of the Easement and a copy of the Town's then-standard form "Application for Water Service" filled out for a parcel located adjacent to the Property in the handwriting of the Town's then-sitting Water Director, with signed notes indicating that water service was being exchanged for the Easement.

D. Although the Town's Water Department files do not contain similar documentation related to the Property, the Applicants contend that a similar deal was made with respect to the Property, and the Town's then-sitting Water Director has supported the Applicants' contention in communications with current Town Water Department staff.

E. The Town's fees for water service have changed, increased, and expanded in scope since 2001, and now include fee elements and types not in existence in 2001.

F. The Town desires to honor the commitment for service to the Property made by the Town's former Water Director in a manner consistent with and giving due consideration to the current Town staff's understanding and belief as to what that commitment would mean when applied to the fees currently applicable to new water service.

G. The Parties wish to fully settle any possible outstanding obligation the Town may have to the Applicants associated with the Easement.

AGREEMENT

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

1. Town fee waiver. The Town agrees to waive or, if the Applicants have already paid pending the consideration and approval of this Agreement, to reimburse the Applicants for, a total of $825 for the following fees associated with the provision of water service to the Property:

1.1. The $425 fee to up-size a five-eighths inch water meter to a three-quarter inch water meter, to serve the Property.

1.2. The $400 three-quarter inch meter installation fee for the Property.

2. Applicants' payment obligations. The Applicants shall be responsible for all other fees and costs associated with obtaining up-sized water service to the Property, including but not limited to the following:

2.1. The $354 fee difference for a three-quarter inch water meter versus for a five-eighths inch water meter in the Water Resources Development Fee for the North Marana Service Area, as adopted by Section 2 of Marana Ordinance No. 2014.013.

2.2. All standard monthly water fees, as they may be duly amended from time to time.

3. Applicants' waiver. In consideration of the Town's performance of its obligations under this Agreement, the Applicants waive any and all claims they may have against the Town through the effective date of this Agreement for water service to the Property and for compensation associated with the Easement.

4. Miscellaneous

4.1. *Binding effect.* This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

4.2. *Cancellation for conflict of interest.* This Agreement is subject to A.R.S. § 38-511, which provides for cancellation in certain instances involving conflict of interest.

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

The "Town":

TOWN OF MARANA, an Arizona municipal corporation

Mayor Ed Honea Date

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO CONTENT:

John Kmiec, Water Director

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

The "Applicants":

Jay E. Reyher 9-28-16
Date

Janice D. Reyher 9-28-16
Janice D. Reyher Date

Council-Regular Meeting **C5**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Steven Cheslak, Senior Planner

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-110: Relating to Development; approving a preliminary plat for Camino de Oeste Lots 1-144 and Common Areas 'A' & 'B', located a quarter mile north of Cortaro Farms Road, bordered by Hartman Lane and Camino de Oeste (Steve Cheslak)

Discussion:

Summary of Application
EPS Group, Inc., representing Pulte Homes, is requesting approval of a preliminary subdivision plat for PRV1608-001, Camino de Oeste, Lots 1-144 and Common Areas 'A' (Open Space) & 'B' (Natural Undisturbed Open Space). The Camino de Oeste subdivision is proposed as a single-family residential development consisting of 144 lots on approximately 72 acres of land located north of Cortaro Farms Road, extending from Hartman Lane to Camino de Oeste in Section 25, Township 12S, Range 12E.

History
The site was originally zoned 'C' Large Lot Zone as part of a 1,329 acre annexation known as the 'Cortaro Vista Annexation', approved by the Town Council in June of 1990. The 72 acre subject property was then rezoned to 'R-6' - Single-Family Residential by approval of Ordinance 2016.014 by the Marana Town Council on August 2, 2016 in order to create the proper zoning for the proposed Camino de Oeste residential community.

Land Use
Development surrounding the Camino de Oeste project is predominantly residential with the planned residential DeAnza development located directly to the west. Neighboring the property's northern and eastern boundaries are the existing Countryside Terrace, Sunset Pointe, and Vista Oeste Estates residential subdivisions which are all located in Pima County. Adjacent to the

property's western boundary is the planned DeAnza Specific Plan development and the existing Cortaro Ranch subdivision. Vacant land and existing homes on large lots are located directly south of the project site.

The Camino de Oeste subdivision preliminary plat shows 144 single-family residential lots proposed on 72 acres of land which provides for an overall residential density of two homes per acre. The average lot size is 7,929 square feet with a minimum lot size of 6,085 square feet and maximum lot size of 19,071 square feet. Lots are grouped in such a way to preserve large areas of continuous open space, providing land for wildlife habitat, less back to back neighbor conditions, and better opportunities for mountain views. All homes constructed within the project will be one story and will meet the residential design standards within Title 8 of the Land Development Code.

The majority of the open space provided within the project is Common Area "B" Natural Undisturbed Open Space (NUOS), accounting for 35% or 25.2 acres of the project area. An additional 13.4 acres of open space, Common Area "A", has been designed in the preliminary plat as a neighborhood park, bufferyards, and areas for grading and drainage. Total open space provided within Camino de Oeste subdivision will be approximately 38.6 acres or 53.7% of the site. Bufferyards are provided along the perimeter of the property that meet and in most cases exceed those required by the Town of Marana Land Development Code. The bufferyards will include a combination of landscape and property walls to serve as a screen to mitigate noise and visual impacts from adjacent properties and roadways. Property walls used within the project site will be predominantly view walls to capture the surrounding mountain views. In areas where greater privacy or screening is needed, five foot solid masonry walls will be used. All open space and common areas will be owned and maintained by a homeowners association.

Access and Circulation

The site is bordered on the east and west by the existing collector roadways, Camino de Oeste and Hartman Lane, which provide for two, full access points for the project. Both project entry roads are located as to align with proposed DeAnza subdivision entry and the existing Rosebay Drive intersection to the east. The entrance off of Hartman Lane will be the primary project entry for the subdivision. The subdivision entries will be landscaped and have entry monumentation to create a sense of arrival. Internal roadways meet the Marana subdivision street standards and follow the Town's typical local, public roadway section.

Based on the available traffic data and anticipated trips into the Hartman Lane access point, the northbound right-turn and southbound left-turn volumes into the site would not warrant a right-turn lane or left-turn lane for the project. Therefore, no improvements are planned for Hartman Lane as part of the Camino de Oeste subdivision development. On the east side of the project, the proposed site access from Camino de Oeste, the northbound left-turn volumes into the site warrant a left-turn lane, however, the southbound right-turn volumes would not warrant a right-turn lane for the project. Therefore, the only improvements planned for Camino de Oeste as part of the Camino de Oeste subdivision development is the addition of a northbound left-turn lane.

Infrastructure and Utilities

The rezoning area is located within the Town of Marana water service area and the water supply is assured. The developer will be responsible for the design and construction of all on-site and

off-site water infrastructure required to serve potable water and fire protection to the development. A water service agreement, as well as plans for the water distribution system will be required prior to construction.

Sewer service will be provided to the subdivision by Pima County. The Pima County Regional Wastewater Reclamation Department has indicated that flows from this project can be accommodated in the existing Hartman Lane and Camino de Oeste 12-inch public sewer lines adjacent to the project area. Tucson Electric Power and Southwest Gas currently serve the general area and will provide service to all future development in the area.

Planning Commission Recommendation
The Planning Commission voted unanimously (6-0) in favor of recommending approval of the preliminary plat for Camino de Oeste at its September 28, 2016 meeting.

Recommended Findings of Fact
1.The property is currently zoned 'R-6' - Single-Family Residential. The proposed subdivision is in compliance with all development standards and the requirements of the Camino de Oeste Rezoning and the Marana Land Development Code.

2.The General Plan Land Use category for this area is Low Density Residential. The proposed subdivision is consistent with the purpose and intent of the Town of Marana General Plan.

3.The proposed subdivision does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis
Review criteria:
1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.: The proposed subdivision will be in compliance with the requirements of all agencies prior to action by the Town Council.

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.: The proposed subdivision complies with the conditions of the rezoning and the requirements of Land Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan: The proposed subdivision is consistent with the purpose and intent of the Town of Marana General Plan.

4. Compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the Town: The proposed subdivision is within close proximity to existing and planned development and is consistent with the style and character of such development. The proposal does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Staff recommends approval of PRV1608-001, a preliminary plat for Camino de Oeste Lots 1-44 and Common Areas 'A' and 'B'.

Suggested Motion:

I move to adopt Resolution No. 2016-110, approving a preliminary plat for Camino de Oeste Lots 1-44 and Common Areas 'A' and 'B'.

Attachments

Resolution No. 2016-110
PRV1608-001 Camino de Oeste PP
Location Map
Application

MARANA RESOLUTION NO. 2016-110

RELATING TO DEVELOPMENT; APPROVING A PRELIMINARY PLAT FOR CAMINO DE OESTE LOTS 1-144 AND COMMON AREAS "A" AND "B" LOCATED A QUARTER MILE NORTH OF CORTARO FARMS ROAD, BORDERED BY HARTMAN LANE AND CAMINO DE OESTE

WHEREAS, on August 2, 2016, the Mayor and Town Council adopted Ordinance No. 2016.014, approving a rezoning of the site from "C" to "R-6"; and

WHEREAS, EPS Group, Inc., on behalf of the owners, has applied for approval of a preliminary plat for Camino de Oeste Lots 1-144 and Common Areas "A" and "B", located a quarter mile north of Cortaro Farms Road, bordered by Hartman Lane and Camino de Oeste within Section 25, Township 12 South, Range 12 East; and

WHEREAS, the Mayor and Town Council at the regularly scheduled meeting on October 18, 2016 determined that the preliminary plat for Camino de Oeste Lots 1-144, and Common Areas "A" and "B", should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that the preliminary plat for Camino de Oeste, Lots 1-144 and Common Areas "A" and "B", is hereby approved.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 18th day of October, 2016.

Mayor Ed Honea

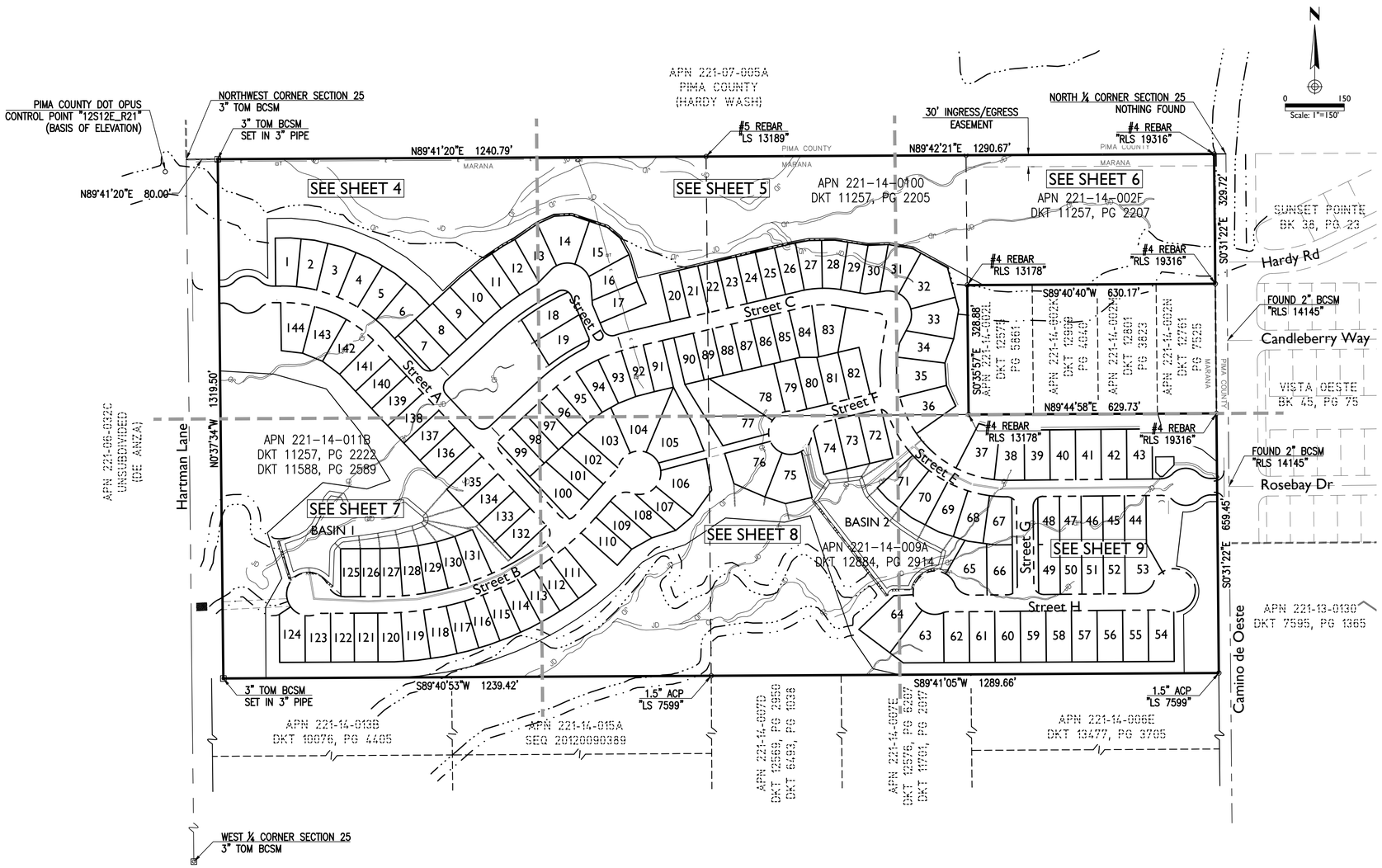
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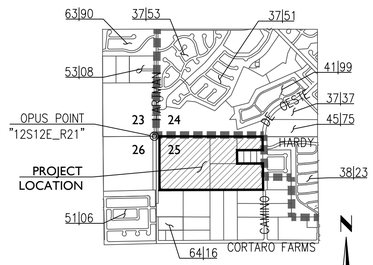
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Preliminary Plat
for
Camino de Oeste
Lots 1-144 and
Common Areas "A" (Open Space) & "B" (Natural Undisturbed Open Space)
PRV1608-001





LOCATION MAP 3" = 1 Mi

A PORTION OF THE NORTHWEST ¼ OF SECTION 25
TOWNSHIP 12 SOUTH, RANGE 12 EAST, G&SRM
TOWN OF MARANA, PIMA COUNTY, ARIZONA

LEGEND

EXISTING		PROPOSED
	PROJECT BOUNDARY	
	RIGHT-OF-WAY CENTERLINE	
	RIGHT-OF-WAY	
	PROPERTY	
	EASEMENT	
	NO ACCESS ESMT	
	100 YR FLOODPLAIN	
	EROSION HAZARD SETBACK	
	FEMA FLOODPLAIN	
	PAVEMENT / CURB	
W	WATER	W
S	SEWER	S
OHE	ELECTRIC	
	SECURITY BARRIER	
	HANDRAIL	
	SURVEY MONUMENT	
2265	MAJOR CONTOUR	
	MINOR CONTOUR	
Q_{100EX}=139 CFS JD	100-YEAR STORM	
xc xc	PRELIMINARY JD	
	XERORIPARIAN C	
	HEC-RAS SECTIONS	WSE=2042.19

ABBREVIATIONS

AC	ACRES	MH	MANHOLE
APN	ASSESSOR PARCEL NUMBER	MW	MARANA WATER
BCSM	BRASS CAP SURVEY MONUMENT	OHE	OVERHEAD ELECTRIC
CA	COMMON AREA	OVWU	ORO VALLEY WATER UTILITY
DKT	DOCKET	PG	PAGE
DOT	DEPARTMENT OF TRANSPORTATION	PUE	PUBLIC UTILITY EASEMENT
ESMT	EASEMENT	RLS	REGISTERED LAND SURVEYOR
GB	GRADE BREAK	ROW	RIGHT-OF-WAY
HP	HIGH POINT	SF	SQUARE FEET
LP	LOW POINT	TEP	TUCSON ELECTRIC POWER
		TOM	TOWN OF MARANA

APPROVALS:

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

BY _____ _____
MARANA PLANNING DIRECTOR DATE

BY _____ _____
NORTHWEST FIRE DISTRICT DATE

SHEET INDEX

1	CS01	COVER & INDEX SHEET
2	GN01	NOTES
3	DT01	DETAILS
4 – 9	PR01–PR06	PLAN SHEETS

OWNERS

APN 221-14-011B, 221-14-0100, 221-14-002F
LAURA (J.) HARSHBARGER
APN 221-14-009A
REDWING INVESTMENTS LLC

c/o TITLE SECURITY AGENCY
ATTN: PAM TIGHE, ESCROW OFFICER
1 S. CHURCH AVE, STE 2040
TUCSON, AZ 85701

DEVELOPER:
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
TUCSON, AZ 85741
ATTN: SAM MILLS
PH: (520) 837-0275

ENGINEER:
EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (civil) No. 53192 GREGORY PAUL BENNETT Date Signed 03/31/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

REF: PCZ1602-001

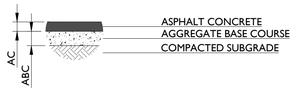
Preliminary Plat for
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Being a portion of the North ½ of the Northwest ¼ of Section 25, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 15-317 Date: 09/19/16

PRV1608-001
Scale: 1" = 150'
Contour Interval: N/A
CS01
Sheet No. 1 of 9

15-317
Sep 19, 2016 1:00pm U:\Projects\2015\15-317\Land\Plans\PR\15-317_PR_CS01.dwg
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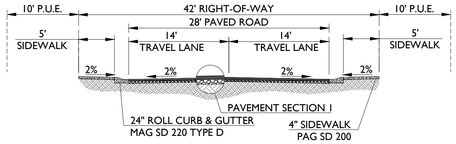
Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100



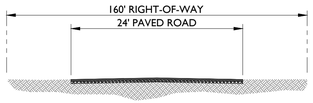
SECTION No	AC	ABC
1	3.0	4.0

MINIMUM PAVEMENT SECTION PER TOWN OF MARANA SUBDIVISION STREET STANDARDS AND THE RECOMMENDATIONS PER PROTEX GEOTECHNICAL INVESTIGATION PROJECT #4901, DATED 11/10/15

PAVEMENT SECTIONS (A)
NOT TO SCALE

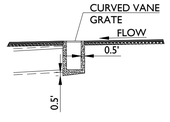


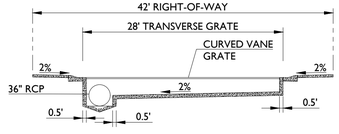
TYPICAL ROADWAY SECTION (B)
NOT TO SCALE



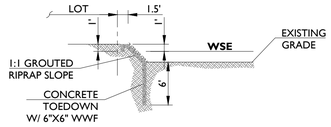
EXISTING HARTMAN LANE SECTION (C)
NOT TO SCALE

EXISTING CAMINO DE OESTE SECTION (D)
NOT TO SCALE

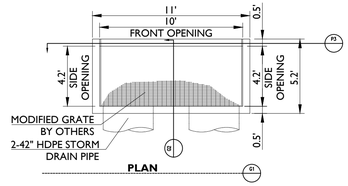




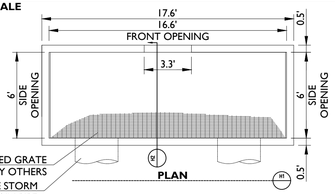
TRANSVERSE GRATE DETAIL (E)
NOT TO SCALE

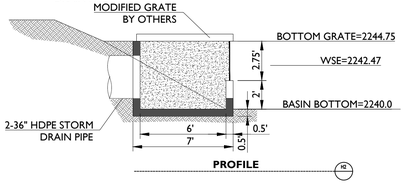


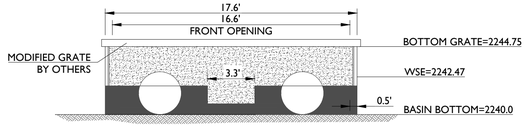
HARDY WASH GROUTED RIP RAP SLOPE PROTECTION (F)
NOT TO SCALE



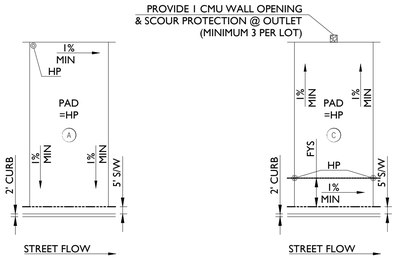
BASIN 1 OUTLET STRUCTURE (G)
NOT TO SCALE



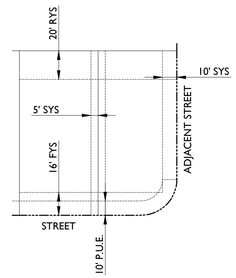




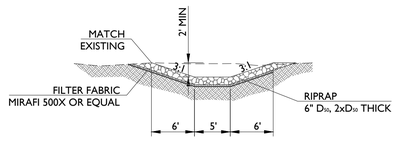
BASIN 2 OUTLET STRUCTURE (H)
NOT TO SCALE



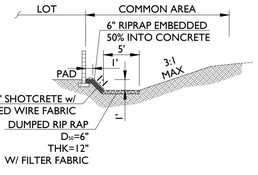
TYPICAL LOT GRADING (J)
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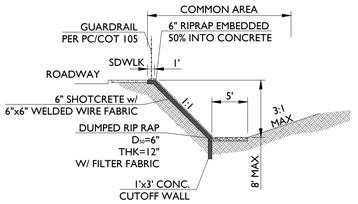
TYPICAL LOT SETBACKS (K)
NOT TO SCALE



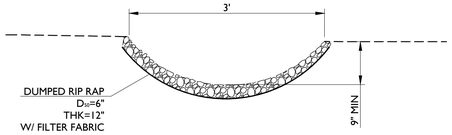
DRAINAGE DITCH (L)
NOT TO SCALE



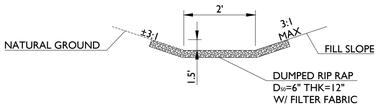
REAR LOT CHANNEL (M)
NOT TO SCALE



SEDIMENT SWALE (N)
NOT TO SCALE



REAR DRAINAGE LOT SCUPPER SECTION (P)
NOT TO SCALE



SWALE (R)
NOT TO SCALE

15-317

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

REF: PCZ1602-001

PRV1608-001

DEVELOPER:
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
TUCSON, AZ 85741
ATTN: SAM MILLS
PH: (520) 837-0275

ENGINEER:
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

Registered Professional Engineer (Civil) 53192 GREGORY PAUL BENNETT Date Signed 03/31/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

Preliminary Plat for
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Town of Marana, Pima County, Arizona

EPS Project No. 15-317 Date: 09/19/16

Scale: N/A
Contour Interval: N/A

DT01

Sheet No. 3 of 9

GENERAL NOTES:

1. GROSS AREA OF THIS DEVELOPMENT IS ±71.87 ACRES (±3130593 S.F.)
2. THE EXISTING ZONING IS "R-6" RESIDENTIAL SUBJECT TO THE CONDITIONS OF ORDINANCE NO. 2016-014.
3. THE NUMBER OF RESIDENTIAL LOTS FOR THIS SUBDIVISION IS 144. THE OVERALL DENSITY OF THIS SUBDIVISION IS 2.00 RESIDENCES PER ACRE.
4. THE TOTAL LENGTH OF NEW PUBLIC STREETS IS 1.2 MILES.
5. THE MINIMUM ALLOWABLE LOT SIZE PER "R-6" ZONING IS 6,000 S.F.
6. THE MINIMUM LOT SIZE PROVIDED IS 6,085 S.F. (LOT 99)
   THE MAXIMUM LOT SIZE PROVIDED IS 19,071 S.F. (LOT 77)
   THE AVERAGE LOT SIZE PROVIDED IS 7,928.9 S.F.
7. THE MAXIMUM ALLOWABLE BUILDING HEIGHT IS 25 FEET.
8. BUILDING SETBACKS PER "R-6" RESIDENTIAL ZONING STANDARDS:
   FRONT = 16' MINIMUM (20' FOR STREET FACING GARAGE)
   SIDE = 5' (10' STREET SIDE YARD)
   REAR = 20' MINIMUM
9. PARKING PROVISIONS INCLUDE TWO ONSITE PARKING SPACES FOR EACH LOT (IN THE DRIVEWAY)
   TOTAL PROVIDED: 144 LOTS @ 2 EACH = 288 SPACES.
10. SUBDIVISION AREAS:

RESIDENTIAL DEVELOPMENT AREA	= 26.21 ACRES	(1,141,757.0 SF)	36.5%
COMMON AREA "A" (OPEN SPACE)	= 13.39 ACRES	(583,271.4 SF)	18.6%
COMMON AREA "B" (NATURAL UNDISTURBED OPEN SPACE)	= 25.21 ACRES	(1,097,994.6 SF)	35.1%
RIGHT-OF-WAY	= 7.06 ACRES	(307,569.5 SF)	9.8%

11. BASIS OF BEARINGS: THE REFERENCE MERIDIAN FOR THIS PROJECT IS GRID NORTH, ARIZONA STATE PLANE COORDINATE SYSTEM, NAD1983 (HARN92), CENTRAL ZONE. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE GRID BEARING OF NORTH 00°37'23" WEST BETWEEN A FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE WEST ¼ CORNER OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AND A FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE NORTHWEST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY OF SECTIONS 25 AND 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST AND SECTION 30, TOWNSHIP 12 SOUTH, RANGE 13 EAST RECORDED IN BOOK 26 OF SURVEYS AT PAGE 62, RECORDS OF PIMA COUNTY, ARIZONA.
12. BASIS OF COORDINATES: THE ARIZONA STATE PLANE COORDINATES WERE SCALED TO CREATE A "MODIFIED" COORDINATE SYSTEM AT SURFACE VALUES. THE INVERSE OF THE COMBINED SCALE FACTOR, 0.999892269 (1/X = 1.000107743), WAS APPLIED AT THE FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE WEST ¼ CORNER OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, (THE ORIGINAL SURVEY MONUMENT MARKING THE WEST ¼ CORNER OF SECTION 25 WAS A 2" DIAMETER BRASS CAP SET IN CONCRETE AND WAS DESIGNATED PIMA ASSOCIATION OF GOVERNMENTS GEODETIC CONTROL POINT "6T21") TO PRODUCE THE FINAL SURFACE COORDINATES. THE COMBINED SCALE FACTOR WAS CALCULATED BY AVERAGING THE CALCULATED GRID DISTANCES VERSUS THE MEASURED GROUND DISTANCES BETWEEN PIMA DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINTS "12S12E_R21" AND "12S13E_R01" AND BETWEEN PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINTS "12S12E_R21" AND "12S12E_Q24".
13. BASIS OF ELEVATION: THE BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD1988. THE PRIMARY BENCHMARK IS PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINT "12S12E_R21" WHICH IS A FOUND #4 REBAR WITH BRASS TAG STAMPED "PCDOT GPS" ALONG WITH REFERENCE POINTS AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION GPS OCCUPATION SHEET FOR OPUS CONTROL POINT "12S12E_R21". THE ELEVATION IS 2223.62 FEET. A SECOND PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINT, "12S13E_R01" WHICH IS A FOUND CHISELED "X" CUT ON THE NORTH RIM OF A SEWER MANHOLE AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION GPS OCCUPATION SHEET FOR OPUS CONTROL POINT "12S13E_R01", WAS COLLECTED AS A VERTICAL CHECK POINT. THE MEASURED ELEVATION WAS 2315.59 FEET VERSUS THE PUBLISHED RECORD ELEVATION OF 2315.60 FEET.
14. DEVELOPER WILL COVENANT TO HOLD TOWN OF MARANA, ITS SUCCESSORS AND ASSIGNS HARMLESS IN THE EVENT OF FLOODING.
15. DRAINAGE WILL NOT BE ALTERED, DISTURBED OR OBSTRUCTED WITHOUT THE APPROVAL OF THE MARANA TOWN COUNCIL.
16. DRAINAGEWAYS WILL BE CONSTRUCTED ACCORDING TO APPROVED PLANS PRIOR TO THE ISSUANCE OF ANY PERMITS FOR LOTS AFFECTED.
17. HOMEOWNER'S ASSOCIATION WILL BE FORMED TO ACCEPT RESPONSIBILITY FOR MAINTENANCE, CONTROL, SAFETY AND LIABILITY OF PRIVATE DRAINAGEWAYS, DRAINAGE EASEMENTS AND COMMON AREAS.
18. THE DESIGN SPEED FOR ALL RESIDENTIAL STREETS IS 25 MPH. THE DESIGN VEHICLE WILL BE WB-40.
19. APPROVED IMPROVEMENT PLANS WILL BE REQUIRED PRIOR TO FINAL PLAT APPROVAL.
20. THE USE OF THIS PLAT IS FOR SINGLE FAMILY DETACHED RESIDENTIAL.
21. HARTMAN LANE IS THE NEAREST PAVED ACCESS MAINTAINED BY THE TOWN OF MARANA, WHICH SERVES THIS SUBDIVISION.
22. MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
23. ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
24. THE AREA BETWEEN THE 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 SHALL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTER.
25. ALL DRAINAGEWAYS, DRAINAGE EASEMENTS AND DRAINAGE STRUCTURES SHOWN AND LABELED AS SUCH UPON THIS PLAN, WHICH ARE TO BE CONSTRUCTED IN CONJUNCTION WITH THE DEVELOPMENT OF THIS PROJECT, WILL ENTIRELY CONTAIN THEIR RESPECTIVE 100 YEAR FLOOD LIMITS UPON COMPLETION OF CONSTRUCTION, UNLESS CLEARLY LABELED OTHERWISE.
26. ALL NEW PUBLIC ROADS AND DRAINAGE IMPROVEMENTS ON OR ADJACENT TO THIS DEVELOPMENT SHALL BE CONSTRUCTED TO MINIMUM TOWN OF MARANA STANDARDS, IN ACCORDANCE WITH PLANS ACCEPTED BY TOWN OF MARANA ENGINEER.
27. ONSITE SANITARY SEWERS WILL BE PUBLIC AND WILL BE DESIGNED AND CONSTRUCTED TO PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT STANDARDS.
28. ALL ONSITE SANITARY SEWERS WILL BE DESIGNED TO PROVIDE GRAVITY FLOW.
29. CONSTRUCTION AUTHORIZATION FROM THE PIMA COUNTY DEPARTMENT OF ENVIRONMENTAL QUALITY IS REQUIRED BEFORE BEGINNING ANY WORK ON THIS PROJECT. APPROVAL OF THIS DEVELOPMENT PLAN DOES NOT CONSTITUTE CONSTRUCTION AUTHORIZATION.
30. NO PERMITS SHALL BE ISSUED FOR ANY PERMANENT STRUCTURES TO BE BUILT WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON WITHOUT SEPARATE WRITTEN AUTHORIZATION FROM THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT.
31. ALL LANDSCAPING WITHIN THE PUBLIC SEWER EASEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH THE PLANTING GUIDELINES CONTAINED WITHIN THE CURRENT ADOPTED PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT DESIGN STANDARDS.

GENERAL NOTES (CONTINUED):

32. THE WATER COMPANY THAT WILL SERVICE THIS SUBDIVISION IS MARANA WATER.
33. 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 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.
34. 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 MATERIALS TO THE PROJECT SITE.
35. A SIGN IDENTIFYING THE NAME OF THE BUILDER, LOT NUMBERS AND ADDRESS SHALL BE POSTED IN A LOCATION VISIBLE FROM THE FIRE HYDRANT ACCESS ROAD. THE SIGN SHALL BE MAINTAINED IN A LEGIBLE CONDITION DURING ALL PHASES OF CONSTRUCTION BEGINNING WITH INSTALLATION OF FLOOR SLAB AND REMAINING UNTIL THE FINAL INSPECTION.
36. AN AGREEMENT FOR CONSTRUCTION OF FACILITIES UNDER PRIVATE CONTRACT MUST BE OBTAINED BEFORE ANY UTILITIES ARE INSTALLED WITHIN THE SUBDIVISION.
37. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KILOVOLTS OR MORE, WITHIN OR CONTIGUOUS TO THE SITE, SHALL BE PLACED UNDERGROUND.
38. ACCORDING TO THE DRAINAGE REPORT PREPARED BY CMG DRAINAGE ENGINEERING, INC, DATED AUGUST 31, 2016, PORTIONS OF THIS SUBDIVISION ARE LOCATED IN THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOODPLAIN (ZONE A) IN ACCORDANCE WITH FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 04019C1655L, EFFECTIVE DATE JUNE 16, 2011.
39. INSTALLATIONS OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION AND WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED AND RECORDED PRIOR TO FINAL LANDSCAPE OR IMPROVEMENT PLAN APPROVALS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
40. APPROVAL OF THIS PLAN DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OR COMPLIANCE WITH ANY DEED RESTRICTIONS OR EASEMENTS.
41. THE FOLLOWING ASSESSORS PARCELS ARE CONTAINED WITHIN THE BOUNDARY OF THIS DEVELOPMENT: 221-14-011B, 221-14-0100, 221-14-009A, 221-14-002F.
42. THE TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN ON THIS DEVELOPMENT PACKAGE IS BASED UPON AN ALTA SURVEY PERFORMED BY ASHBY SURVEYING AND DRAFTING, INC JOB NO. 5919, DATED DECEMBER 14, 2015.
43. ALL HOMES CONSTRUCTED IN THIS SUBDIVISION OVER 3,600 SQUARE FEET OF AREA UNDER ROOF SHALL BE EVALUATED BY NORTHWEST FIRE DISTRICT FOR AUTOMATIC FIRE SPRINKLERS.
44. PER THE TOWN OF MARANA LAND DEVELOPMENT CODE TITLE 20, A COMPLETE CLASS III ARCHAEOLOGICAL SURVEY IS REQUIRED. IF A 404 PERMIT OR OTHER FEDERAL NEXUS IS ASSOCIATED WITH THE PROJECT, THE ARCHAEOLOGICAL REPORT SHALL BE SUBMITTED TO THE STATE HISTORICAL PRESERVATION OFFICE. IF THERE IS NO FEDERAL NEXUS FOR THE PROJECT, THE ARCHAEOLOGICAL REPORT SHALL BE SUBMITTED TO THE TOWN OF MARANA ALONG WITH A REVIEW FEE.
45. THE PHASE I ENVIRONMENTAL SITE ASSESSMENT WILL BE DATED NO MORE THAN 180 DAYS PRIOR TO DEDICATION OF ANY EASEMENT.
46. IN COMPLIANCE WITH TITLE 25 OF THE MARANA LAND DEVELOPMENT CODE, A SWPPP WILL NEED TO BE SUBMITTED WITH THE FEE, AND REVIEWED BY THE TOWN PRIOR TO ISSUANCE OF A GRADING PERMIT.
47. A 100% LAND COVERAGE SURVEY FOR THE SONORAN DESERT TORTOISE SHALL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, A MAXIMUM OF 30 DAYS BEFORE GRADING, AND THE FORM WILL BE SENT TO THE TOWN PRIOR TO ISSUANCE OF A GRADING PERMIT.

GENERAL SEWER NOTES:

1. ALL DESIGN STANDARDS, MATERIALS AND WORKMANSHIP FOR PUBLIC SANITARY SEWERS SHALL BE IN ACCORDANCE WITH THE PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT (PCRWRD) ENGINEERING DESIGN STANDARDS 2016 (EDS 2016) AND THE STANDARD SPECIFICATIONS AND DETAILS FOR CONSTRUCTION 2016 (SSDC 2016). SAID DOCUMENTS ARE AVAILABLE THROUGH THE PCRWRD WEBSITE (WWW.PIMA.GOV/WASTEWATERRECLAMATION).
2. ANY CONSTRUCTION ACTIVITY HAVING THE POTENTIAL TO DAMAGE EXISTING PUBLIC SANITARY SEWERS OR ANY ACTIVITY THAT REQUIRES MATERIALS OR EQUIPMENT TO ENTER EXISTING PUBLIC SANITARY SEWERS SHALL REQUIRE A PIMA COUNTY RWRD SEWER CONSTRUCTION PERMIT PRIOR TO COMMENCING THAT ACTIVITY.
3. SEWER CONSTRUCTION SHALL NOT COMMENCE UNTIL: (A) THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) OR ITS DELEGATED AUTHORITY HAS ISSUED A CONSTRUCTION AUTHORIZATION FOR THIS PROJECT; (B) THE CONTRACTOR HAS OBTAINED A PCRWRD PUBLIC SEWER CONSTRUCTION PERMIT (CONTACT THE PCRWRD PERMITS SECTION AT (520) 724-6649 FOR PERMIT APPLICATION REQUIREMENTS); (C) THE CONTRACTOR'S FLOW MANAGEMENT PLAN HAS BEEN SUBMITTED THIRTY (30) CALENDAR DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING AND APPROVED BY PCRWRD FIELD ENGINEERING; AND (D) A PRE-CONSTRUCTION MEETING WITH THE ASSIGNED PIMA COUNTY PROJECT FIELD INSPECTOR IS SCHEDULED AT LEAST THREE (3) FULL BUSINESS DAYS PRIOR TO COMMENCING WITH SEWER CONSTRUCTION.
4. THE CONTRACTOR SHALL SUBMIT A FLOW MANAGEMENT PLAN (FMP) TO PCRWRD FIELD ENGINEERING FOR APPROVAL BEFORE PROCEEDING WITH ANY WORK THAT MAY AFFECT LIVE SEWERS. THE FMP SHALL IDENTIFY AND INCLUDE ALL FLOW MANAGEMENT COSTS IN THE CONSTRUCTION BID. THE FMP SHALL BE SUBMITTED THIRTY (30) CALENDAR DAYS PRIOR TO THE SEWER PRE-CONSTRUCTION MEETING. FIELD ENGINEERING WILL REVIEW THE FMP WITHIN TEN (10) BUSINESS DAYS TO ACCOMMODATE REVIEW AND REVISION CYCLES. REFER TO PCRWRD SSDC 2016, SECTION 2 FOR FMP REQUIREMENTS. PLEASE CONTACT PCRWRD FIELD ENGINEERING AT (520) 724-2651 FOR ANY QUESTIONS REGARDING FLOW MANAGEMENT.
5. THE CONTRACTOR SHALL FURNISH, OPERATE AND MAINTAIN ALL EQUIPMENT AND LABOR NECESSARY TO PROVIDE CONTINUOUS 24 HOURS PER DAY SANITARY SEWER SERVICE TO ALL PARTIES TRIBUTARY TO A LIVE SEWER TO WHICH A CONNECTION IS TO BE MADE. THE PCRWRD CONVEYANCE DIVISION SHALL BE NOTIFIED AT (520) 724-3400 A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES THAT IMPACTS THE FLOW WITHIN A LIVE SANITARY SEWER SYSTEM OR INVOLVES CONNECTING TO A LIVE SANITARY SEWER. SEE PCRWRD SSDC 2016, SECTION 2 FOR MORE INFORMATION.
6. THE INSPECTION OF THE CONTRACTOR'S WORK BY AN AGENCY AND/OR PCRWRD STAFF SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE APPROVED CONTRACT DOCUMENTS. IF THE DESIGN ENGINEER OR PCRWRD STAFF FAIL TO POINT OUT A DEFECT, DEFICIENCY OR ERROR IN THE WORK FROM LACK OF DISCOVERY OR ANY OTHER REASON, IT SHALL IN NO WAY PREVENT LATER REJECTION OR RELIEVE THE CONTRACTOR OF PERFORMING CORRECTIONS TO THE UNSATISFACTORY WORK WHEN DISCOVERED. THE CONTRACTOR SHALL NOT FILE A CLAIM FOR LOSSES SUFFERED DUE TO ANY NECESSARY REMOVALS OR REPAIRS RESULTING FROM THE UNSATISFACTORY WORK.
7. SEWER PLANS THAT BEAR THE PIMA COUNTY DEVELOPMENT SERVICES DEPARTMENT (DSD) APPROVAL STAMP OR THE PIMA COUNTY RWRD ACCEPTANCE SIGNATURE SHALL ONLY BE USED FOR THE CONSTRUCTION OF PUBLIC SANITARY SEWER FACILITIES. APPROVED PLANS REQUIRING DESIGN REVISIONS SHALL BE RESUBMITTED TO PIMA COUNTY DSD OR RWRD (AS APPROPRIATE) FOR REVIEW AND RE-APPROVAL PRIOR TO START OF THE REVISED SEWER WORK.
8. ANY SEWER CONSTRUCTION WORK THAT IS NOT INCLUDED IN THE APPROVED SEWER PLANS WILL NOT BE ACCEPTED BY PCRWRD. SEE PCRWRD SSDC 2016, SECTION 1.4.5 REGARDING THE APPROVAL OF FIELD CHANGES.

GENERAL SEWER NOTES (CONTINUED):

9. IMMEDIATELY REPORT ANY OF THE FOLLOWING TO THE PCRWRD OPERATIONS CONTROL CENTER (OCC) AT (520) 724-3400: ANY RELEASE OF SEWAGE, ANY DAMAGE TO THE PUBLIC SANITARY SEWER SYSTEM, OR THE DROPPING OF DEBRIS INTO A PUBLIC SANITARY SEWER MANHOLE. A PCRWRD REPRESENTATIVE WILL BE DISPATCHED TO THE SITE. THE CONTRACTOR SHALL TAKE IMMEDIATE ACTION TO CONTAIN A SANITARY SEWAGE OVERFLOW (SSO). THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS TO REPAIR THE SYSTEM, MITIGATE THE RELEASE OF SEWAGE, DISINFECT THE RELEASE AREAS, AND ANY REGULATORY PENALTIES LEVIED ON PCRWRD FOR SEWAGE ENTERING A NATURAL DRAINAGE WAY OR STORM WATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL REPAIR ALL DAMAGE AS DIRECTED AND APPROVED BY THE PCRWRD FIELD REPRESENTATIVE.
10. THE CONTRACTOR SHALL CONTACT "ARIZONA 811"(DIAL 811 OR 1-800-782-5348) A MINIMUM OF TWO (2) BUSINESS DAYS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL KEEP ALL UNDERGROUND FACILITY LOCATION REQUESTS UP-TO-DATE AND COMPLY WITH ARIZONA REVISED STATUTES (A.R.S.), TITLE 40, CHAPTER 1, ARTICLE 6.3, SECTION 40-360.22. CONCERNS REGARDING THE ACCURACY BETWEEN THE UNDERGROUND FACILITY MARKINGS AND THE PROJECT PLANS SHALL BE IMMEDIATELY REPORTED TO THE DESIGN ENGINEER.
11. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SANITARY SEWER MANHOLES AT ALL TIMES.
12. THE CONTRACTOR SHALL FIELD-VERIFY EXISTING SEWER LINE ELEVATIONS AND ALIGNMENTS PRIOR TO CONSTRUCTION. VERIFICATION MAY REQUIRE POT-HOLING.
13. ANY HOUSE CONNECTION SEWER (HCS) OR BUSINESS CONNECTION SEWER (BCS) LINES ENCOUNTERED DURING CONSTRUCTION SHALL BE PROTECTED, REPAIRED, OR REROUTED, AS THE SITUATION DICTATES, PER PCRWRD SSDC 2016 DETAIL NO. RWRD 400 AND AT NO EXPENSE TO THE PROPERTY OWNER OR PCRWRD. HCS AND BCS LINES ARE NOT OWNED OR MAINTAINED BY PCRWRD. PRIVATE CONNECTION SEWERS CONSTRUCTED PRIOR TO JANUARY 2006 ARE NOT REQUIRED TO BE LOCATED AND MARKED.
14. SURVEY Layout and survey control shall be performed by, OR UNDER, THE DIRECT SUPERVISION OF an arizona RLS.
15. SURVEY CUT SHEETS SHALL BE PREPARED IN ACCORDANCE WITH PCRWRD SSDC 2016, SECTION 3.2.3(A)(i). CERTIFIED CUT SHEETS SHALL BE SUBMITTED TO THE PCRWRD FIELD ENGINEER PRIOR TO COMMENCEMENT OF SEWER CONSTRUCTION. CUT SHEETS ARE FOR PCRWRD REFERENCE ONLY AND SHALL NOT DELAY SEWER CONSTRUCTION DUE TO REVIEW OF THE DELIVERABLE. ANY ERRORS OR OMISSIONS RESULTING IN IMPROPER SEWER CONSTRUCTION SHALL NOT BE THE RESPONSIBILITY OF PCRWRD. REFER TO PCRWRD SSDC 2016, SECTION 3.2.3(A)(ii) FOR CONSTRUCTION SURVEY STAKING REQUIREMENTS.
16. THE DEVELOPER OR CONTRACTOR SHALL RETAIN AN ARIZONA-REGISTERED LAND SURVEYOR (RLS) FOR PREPARATION OF THE SEWER AS-BUILT PLANS. SEWER AS-BUILT PLANS SHALL CONFORM TO SSDC 2016, SECTION 1.4.7 AND ARE REQUIRED FOR FINAL ACCEPTANCE OF SEWER CONSTRUCTION BY PCRWRD. THE DEVELOPER OR CONTRACTOR SHALL SUBMIT TWO FULL-SIZE COPIES, AND AN ELECTRONIC VERSION, OF THE AS-BUILT SEWER PLANS TO THE PCRWRD FIELD ENGINEER.
17. NEW PUBLIC SANITARY SEWER FACILITIES MUST BE TESTED, INSPECTED AND AUTHORIZED FOR DISCHARGE BY PCRWRD AND ADEQ, OR IT'S DELEGATE, PRIOR TO DISCHARGING INTO THE EXISTING PUBLIC SANITARY SEWER SYSTEM.
18. THE CONTRACTOR SHALL COMPLY WITH APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS AT ALL TIMES.
19. PRIOR TO THE INSTALLATION OF SANITARY SEWERS, ALL ROUGH GRADING, INCLUDING FILL, SHALL BE COMPLETED TO A MINIMUM OF 4 FEET OVER THE TOP OF THE SEWER PIPE. BEDDING, SHADING, AND TRENCH BACKFILL COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH PCRWRD SSDC 2016, DETAIL NO. RWRD 104, OR AS SHOWN ON THE PLANS. SHOULD GROUND WATER OR UNANTICIPATED SOIL CONDITIONS BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE PCRWRD FIELD ENGINEER. WHEN THE NEW SEWER IS LOCATED WITHIN A PUBLIC SEWER EASEMENT, COMPACTION OF BACKFILL SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS OR AS OTHERWISE DIRECTED BY PCRWRD. WHEN THE NEW SEWER IS LOCATED WITHIN RIGHT-OF-WAY, COMPACTION OF BACKFILL SHALL BE IN ACCORDANCE WITH THE RIGHT-OF-WAY AGENCY HAVING JURISDICTION.
20. SANITARY SEWER CONSTRUCTION SHALL START AT THE LOWEST DOWNSTREAM POINT AND PROCEED UPSTREAM, REGARDLESS OF THE STATIONING SHOWN ON THE PLANS. IF CONSTRUCTION CANNOT BE PERFORMED IN THIS MANNER, THE CONTRACTOR SHALL PROVIDE AN OUT-OF-SEQUENCE LETTER FOR APPROVAL BY THE PCRWRD FIELD ENGINEER PRIOR TO THE START OF SEWER CONSTRUCTION.
21. THE HORIZONTAL AND VERTICAL SEPARATION BETWEEN PUBLIC WATER MAINS AND PUBLIC SEWER LINES SHALL COMPLY WITH ARIZONA ADMINISTRATIVE CODE (A.A.C.) R18-5-502 AND PCRWRD SSDC 2016, DETAIL NO. RWRD 108.
22. PLANTING WITHIN PUBLIC SEWER EASEMENTS SHALL ONLY BE ALLOWED WITH SPECIAL APPROVAL. TREES WITH BRANCHES OR ROOTS HAVING THE POTENTIAL TO EXTEND INTO PUBLIC SEWER EASEMENTS SHALL BE AVOIDED. IN SPECIAL CASES, WHERE THE PUBLIC SEWERS MUST BE LOCATED OUTSIDE PAVED OR STABILIZED AREAS, LANDSCAPING AND PLANTING SHALL ADHERE TO GUIDELINES IN PCRWRD EDS 2016, SECTION 7.7 AND PCRWRD SSDC 2016, DETAIL NO. RWRD 111.
23. ALL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MEASURES SHALL BE INSTALLED TO PREVENT ALL STORM WATER, CONSTRUCTION WATER, FUELS, CHEMICALS, LIQUIDS, OR OTHER CONTAMINANTS, FROM BEING DIRECTED INTO OR ONTO ANY SANITARY SEWER FACILITIES. PROTECTION OF SANITARY SEWER FACILITIES SHALL BE A PART OF THE APPROVED CONSTRUCTION SWPPP AND BEST MANAGEMENT PRACTICES. PROTECTION DEVICES SHALL BE INSTALLED AND MAINTAINED AROUND ALL POTENTIALLY AFFECTED SANITARY SEWER FACILITIES WITHIN THE PROJECT LIMITS. ADDITIONAL MEASURES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE USE OF RAIN STOPPERS AND MANHOLE COVERS AS DEEMED NECESSARY BY PCRWRD.
24. ALL PROJECT ACTIVITIES MUST BE KEPT WITHIN THE PROJECT AREAS. CONCERNING HUMAN BURIAL REMAINS, ARCHAEOLOGICAL CLEARANCE RECOMMENDATIONS DO NOT EXEMPT THE DEVELOPMENT FROM COMPLYING WITH STATE BURIAL PROTECTION LAWS. IN THE EVENT THAT HUMAN REMAINS, INCLUDING HUMAN SKELETAL REMAINS, CREMATIONS, CEREMONIAL OBJECTS OR FUNERARY OBJECTS, ARE FOUND DURING EXCAVATION OR CONSTRUCTION, GROUND DISTURBING ACTIVITIES MUST CEASE IN THE IMMEDIATE VICINITY OF THE DISCOVERY. ARIZONA STATE LAWS ARS 41-844 AND 41-865 REQUIRE THAT THE ARIZONA STATE MUSEUM BE NOTIFIED OF THE DISCOVERY AT (520) 621-4795 SO THAT CULTURAL GROUPS WHO CLAIM CULTURAL OR RELIGIOUS AFFINITY TO THE REMAINS CAN MAKE APPROPRIATE ARRANGEMENTS FOR THE REPATRIATION AND REBURIAL OF THE REMAINS. THE HUMAN REMAINS WILL BE REMOVED FROM THE SITE BY A PROFESSIONAL ARCHAEOLOGIST PENDING CONSULTATION AND REVIEW BY THE ARIZONA STATE MUSEUM AND THE CONCERNED CULTURAL GROUPS.

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

DEVELOPER:
Pulte Homes
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
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ATTN: SAM MILLS
PH: (520) 837-0275

ENGINEER:
EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil) No. 53192 GREGORY PAUL BENNETT Date Signed 09/19/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

REF: PCZ1602-001

Preliminary Plat for
Camino De Oeste
Lots 1 - 144
and Common Areas "A" (Open Space) &
"B" (Natural Undisturbed Open Space)
Being a portion of the North ½ of the Northwest ¼ of Section 25, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 15-317 Date: 09/19/16

PRV1608-001
Scale: N/A
Contour Interval: N/A
GN01
Sheet No. 2 of 9

15-317
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gbennett

15-317

PIMA COUNTY DOT OPUS CONTROL POINT "12S12E_R21" (BASIS OF ELEVATION)

NORTHWEST CORNER SECTION 25 3" TOM BCSM

3" TOM BCSM SET IN 3" PIPE

N89°41'20"E 80.00'

S89°41'20"W 1240.79'

APN 221-07-005A PIMA COUNTY (HARDY WASH)

PIMA COUNTY MARANA

10' ELECTRIC AND COMMUNICATIONS EASEMENT DKT 6137, PG 983 AND DKT 6266, PG 846 (TO BE ABANDONED)

EXISTING ELECTRIC & COMMUNICATIONS SERVICE, TO BE ABANDONED

EXISTING ELECTRIC & COMMUNICATIONS SERVICE, TO BE ABANDONED

100 YR FLOODPLAIN LIMITS

EXISTING 12" PVC SEWER G-85-80

GRADING LIMITS

PRELIMINARY JURISDICTIONAL DETERMINATION

FEMA EFFECTIVE FLOODPLAIN LIMIT

100 YR FLOODPLAIN LIMITS

EROSION HAZARD SETBACK

EXISTING 36" SRP

MH 4678-23 G-85-80

CA "B" 643596.6 SF

CA "A" 107904.5 SF

CA "A" 107904.5 SF

CA "A" 107904.5 SF

CA "A" 406679.0 SF

CA "A" 1405.2 SF

CA "A" 43765.9 SF

CA "A" 406679.0 SF

CA "B" 162604.5 SF

APN 221-08-032C UNDEVELOPED (DE ANZA)

EXISTING 8" MW WATER

EXISTING TEP ELECTRIC

Hartman Lane (PUBLIC)

N0°37'34"W 1319.50'

EXISTING 36" SRP

8' DEPRESSED CURB DRAINAGE OPENING

MH 12

PIPE 12

MH 11

PIPE 11

MH 10

PIPE 10

MH 9

PIPE 9

PIPE 28

PIPE 29

PIPE 23

MH 28

MH 29

MH 23

Street A (PUBLIC STREET)

Street C

Street D (PUBLIC STREET)

TYPE D

GRADING LIMITS

PRELIMINARY JURISDICTIONAL

1 11077 A

2 7240.1 SF A PAD=31.00 MIN FFE=30.7

3 7403.7 SF A PAD=33.00 MIN FFE=33.2

4 8082.5 SF A PAD=34.90 MIN FFE=34.6

5 8082.5 SF A PAD=36.00 MIN FFE=35.8

6 8082.5 SF A PAD=36.80 MIN FFE=36.9

7 9154.9 SF A PAD=37.15 MIN FFE=37.8

8 7604.7 SF A PAD=36.10

9 7620.0 SF A PAD=37.25 MIN FFE=37.9

10 7620.0 SF A PAD=38.10 MIN FFE=38.6

11 8037.3 SF A PAD=38.90 MIN FFE=38.9

12 8061.4 SF A PAD=40.50 MIN FFE=40.7

13 8053.5 SF A PAD=42.20 MIN FFE=41.6

7654.2 SF A PAD=42.80 MIN FFE=42.6

18 9121.6 SF C PAD=43.30

19 8562.5 C

9 6331 A

97 6100.0 SF A

142 8707.8 SF A PAD=35.50

143 8707.8 SF A PAD=34.40

144 8707.8 SF A PAD=31.70

141 7518.0 SF A PAD=35.50

140 7320.0 SF A PAD=34.30

139 7320.0 SF A PAD=33.00

138 7320.0 SF A PAD=30.70

SEE SHEET 7

SEE SHEET 5

N

40 0 40 80
SCALE FEET

HORIZONTAL 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
3. CONNECT TO EXISTING 8" WATER MAIN
4. CONNECT TO EXISTING SEWER MANHOLE
5. NEW FIRE HYDRANT ASSEMBLY
6. PROPOSED WATERLINE

1a. NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
1b. NEW HDPE STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
2. 42" (MIN.) SECURITY BARRIER
3. NEW TRANSVERSE GRATE PER DETAIL (E/3)
4. PAVEMENT SECTION 1 PER (A/3)

200. 5' CONCRETE SIDEWALK PER PAG SD 200
220. 4" CONCRETE ROLL CURB TYPE D PER MAG SD 220-1
205. SIDEWALK SCUPPER PER PAG SD 205.5 (OPENING WIDTH AS SHOWN)
302. STORM DRAIN MANHOLE PER PAG SD 302
308. TYPE 3 CATCH BASIN PER PAG SD 308 (OPENING WIDTH AS SHOWN)
309. TYPE 4 CATCH BASIN PER PAG SD 309
313. CONCRETE HEADWALL PER PAG SD 313
600. CURB ACCESS RAMP PER T.O.M. SD 600-2

MANHOLE TABLE	
MANHOLE	DETAILS
MH 9	RIM = 2230.21 INV IN = 2218.41 INV IN = 2218.41 INV OUT = 2218.21
MH 10	RIM = 2234.76 INV IN = 2220.94 INV OUT = 2220.74
MH 11	RIM = 2233.24 INV IN = 2221.95 INV OUT = 2221.74
MH 12	RIM = 2229.06 INV OUT = 2223.06
MH 23	RIM = 2232.24 INV IN = 2224.49 INV OUT = 2224.29
MH 28	RIM = 2236.21 INV IN = 2227.50 INV OUT = 2227.30
MH 29	RIM = 2240.96 INV OUT = 2231.78

SEWER PIPE TABLE	
PIPE	DETAILS
09	193.00 LF NEW 8" PVC PUBLIC SEWER @ 1.02%
10	229.43 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
11	76.47 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
12	107.49 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
23	228.31 LF NEW 8" PVC PUBLIC SEWER @ 3.48%
28	228.07 LF NEW 8" PVC PUBLIC SEWER @ 3.83%
29	167.26 LF NEW 8" PVC PUBLIC SEWER @ 2.50%

PROPOSED CONDITIONS PEAK DISCHARGE SUMMARY TABLE		
CP	Q_{100} (CFS)	AREA (AC)
A	15.8	2.00
B	10.1	1.41
R	17.9	2.25

STORM DRAIN SUMMARY TABLE			
SD	LENGTH (FT)	SLOPE (%)	DIAMETER (IN)
8	218	4.1	30
9	83	3.9	30
13	141	3.8	18
14	56	3.0	18
15	20	1.0	18

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bzismann

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

DEVELOPER:
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
TUCSON, AZ 85741
ATTN: SAM MILLS
PH: (520) 837-0275

ENGINEER:
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8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
w w w . e p s g r o u p i n c . c o m

53192 GREGORY PAUL BENNETT
Date signed 09/19/16
ARIZONA, U.S.A.
Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

REF: PCZ1602-001

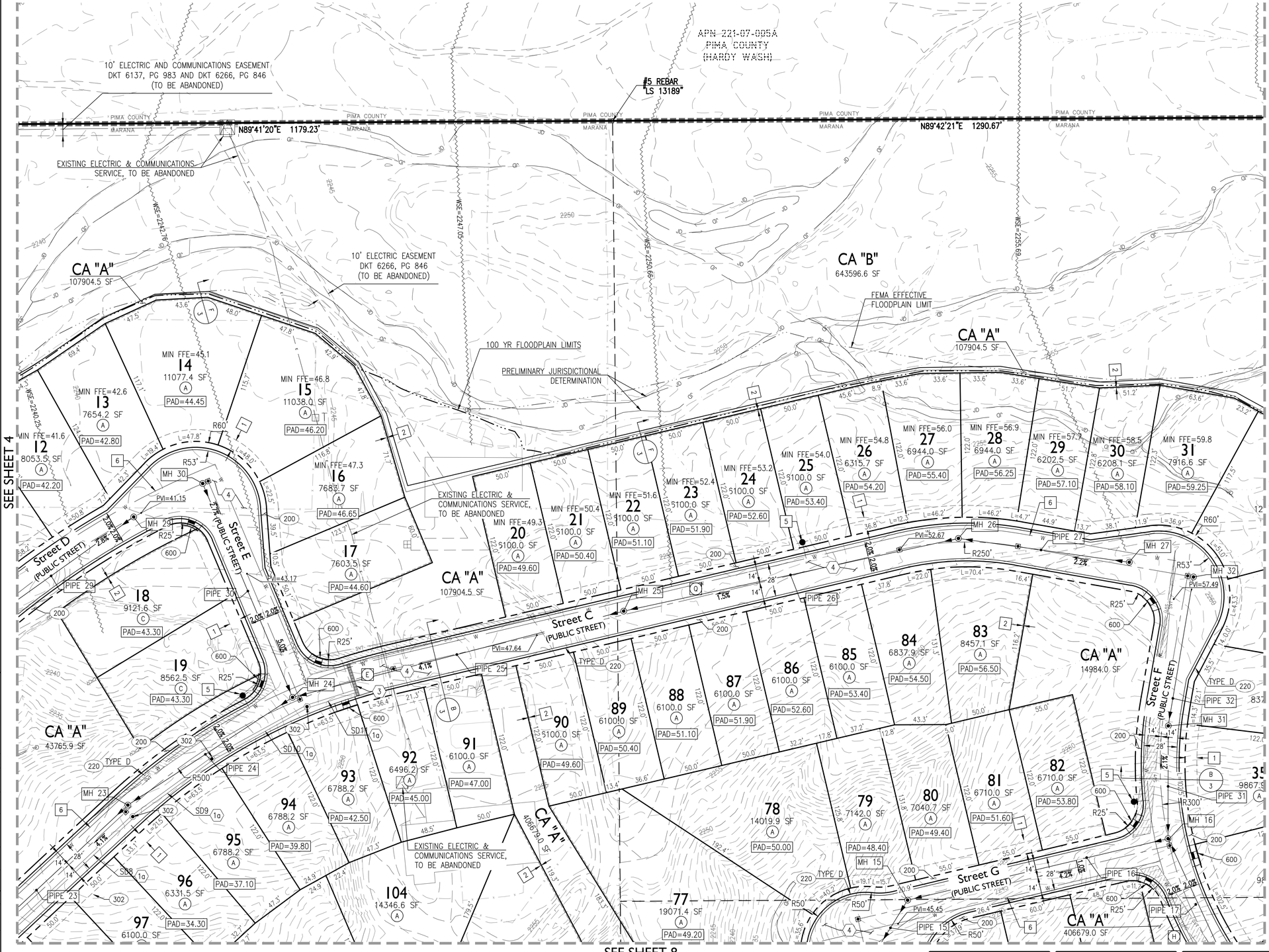
Preliminary Plat for
Camino De Oeste
Lots 1 - 144
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Town of Marana, Pima County, Arizona

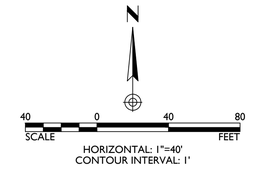
EPS Project No. 15-317 Date: 09/19/16

PRV1608-001
Scale: 1" = 40'
Contour Interval: N/A

PR01

Sheet No. 4 of 9





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313. CONCRETE HEADWALL PER PAG SD 313
600. CURB ACCESS RAMP PER T.O.M. SD 600-2

MANHOLE TABLE	
MANHOLE	DETAILS
MH 15	RIM = 2245.98 INV OUT = 2226.33 INV OUT = 2226.53
MH 16	RIM = 2253.78 INV IN = 2228.74 INV IN = 2228.94 INV IN = 2228.94
MH 23	RIM = 2232.24 INV IN = 2224.49 INV OUT = 2224.29
MH 24	RIM = 2239.05 INV IN = 2231.32 INV IN = 2231.32 INV OUT = 2231.12
MH 25	RIM = 2248.97 INV IN = 2240.19 INV OUT = 2239.99
MH 26	RIM = 2253.63 INV IN = 2244.72 INV OUT = 2244.52
MH 27	RIM = 2256.75 INV OUT = 2247.62
MH 29	RIM = 2240.96 INV OUT = 2231.78
MH 30	RIM = 2241.99 INV OUT = 2233.30
MH 31	RIM = 2255.61 INV OUT = 2236.57 INV OUT = 2236.77
MH 32	RIM = 2257.14 INV IN = 2246.98

SEWER PIPE TABLE	
PIPE	DETAILS
15	40.75 LF NEW 8" PVC PUBLIC SEWER @ 1.53%
16	222.08 LF NEW 8" PVC PUBLIC SEWER @ 0.98%
17	116.17 LF NEW 8" PVC PUBLIC SEWER @ 1.14%
23	228.31 LF NEW 8" PVC PUBLIC SEWER @ 3.48%
24	162.31 LF NEW 8" PVC PUBLIC SEWER @ 3.99%
25	285.10 LF NEW 8" PVC PUBLIC SEWER @ 3.00%
26	285.44 LF NEW 8" PVC PUBLIC SEWER @ 1.50%
27	141.78 LF NEW 8" PVC PUBLIC SEWER @ 1.99%
29	167.26 LF NEW 8" PVC PUBLIC SEWER @ 2.50%
30	192.02 LF NEW 8" PVC PUBLIC SEWER @ 1.01%
31	91.35 LF NEW 8" PVC PUBLIC SEWER @ 8.00%
32	123.59 LF NEW 8" PVC PUBLIC SEWER @ 8.00%

PROPOSED CONDITIONS PEAK DISCHARGE SUMMARY TABLE		
CP	Q_{100} (CFS)	AREA (AC)
E	41.6	5.33
Q	23.6	3.06

STORM DRAIN SUMMARY TABLE			
SD	LENGTH (FT)	SLOPE (%)	DIAMETER (IN)
8	218	4.1	30
9	83	3.9	30
10	92	4.0	30
11	43	4.0	30

DEVELOPER:
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
TUCSON, AZ 85741
ATTN: SAM MILLS
PH: (520) 837-0275

ENGINEER:
EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 — GREGORY PAUL BENNETT — Not Valid Without Signature — ARIZONA, U.S.A. — Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

REF: PCZ1602-001

Preliminary Plat for
Camino De Oeste
Lots 1 - 144
and Common Areas "A" (Open Space) &
"B" (Natural Undisturbed Open Space)
Being a portion of the North ½ of the Northwest ¼ of Section 25, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 15-317 Date: 09/19/16

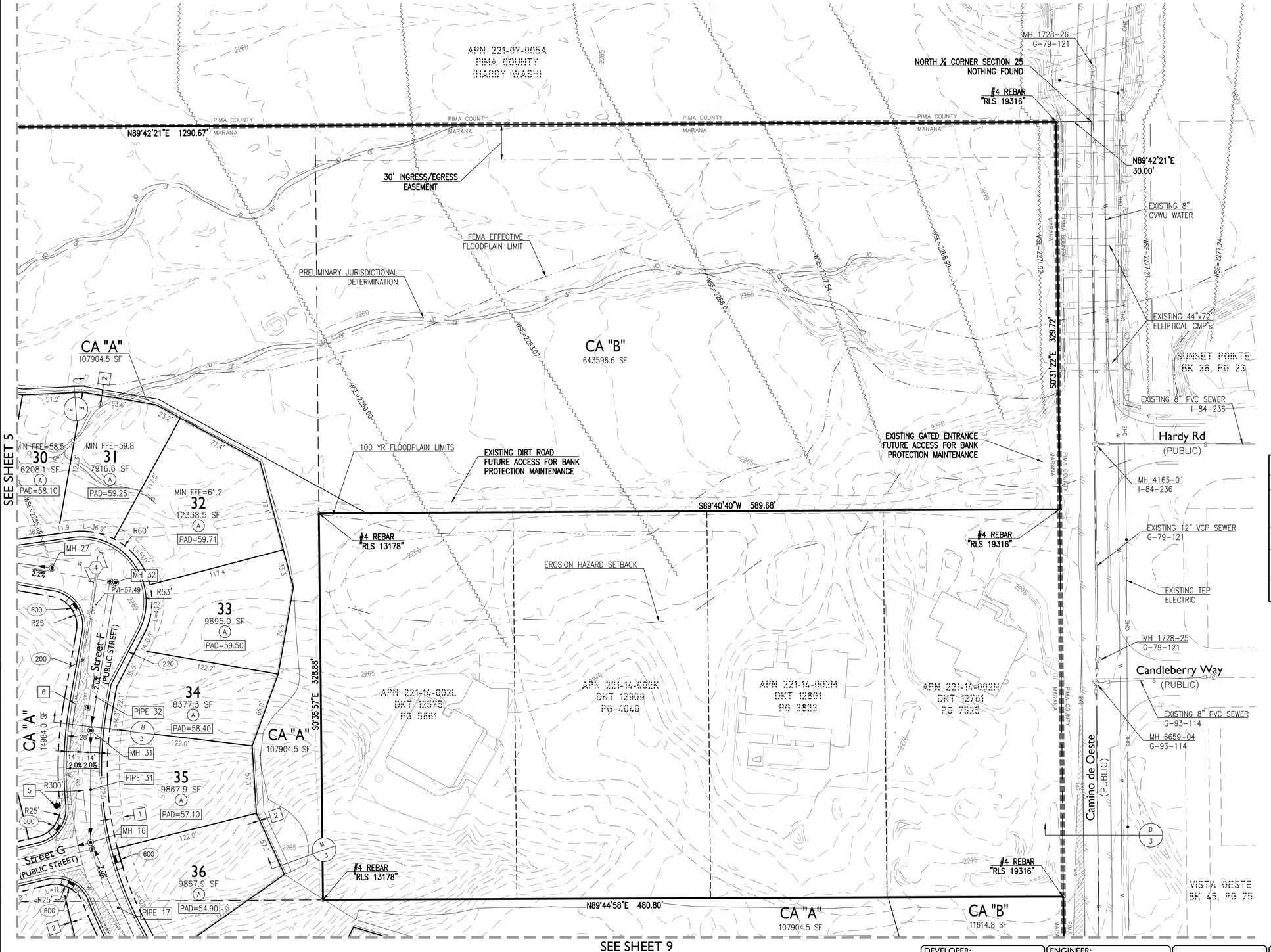
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Scale: 1" = 40'
Contour Interval: N/A
PR02
Sheet No. 5 of 9

15-317
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Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

15-317

SEE SHEET 5



SEE SHEET 9

N

40 0 40 80
SCALE FEET

HORIZONTAL 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY FINAL PLAT
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1a. NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
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2. 42" (MIN.) SECURITY BARRIER
3. NEW TRANSVERSE GRATE PER DETAIL (E/3)
4. PAVEMENT SECTION 1 PER (A/3)

200. 5' CONCRETE SIDEWALK PER PAG SD 200
220. 4" CONCRETE ROLL CURB TYPE D PER MAG SD 220-1
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302. STORM DRAIN MANHOLE PER PAG SD 302
308. TYPE 3 CATCH BASIN PER PAG SD 308 (OPENING WIDTH AS SHOWN)
309. TYPE 4 CATCH BASIN PER PAG SD 309
313. CONCRETE HEADWALL PER PAG SD 313
600. CURB ACCESS RAMP PER T.O.M. SD 600-2

MANHOLE TABLE	
MANHOLE	DETAILS
MH 16	RIM = 2253.78 INV IN = 2228.74 INV IN = 2228.94 INV IN = 2228.94
MH 27	RIM = 2256.75 INV OUT = 2247.62
MH 31	RIM = 2255.61 INV OUT = 2236.57 INV OUT = 2236.77
MH 32	RIM = 2257.14 INV IN = 2246.98

SEWER PIPE TABLE	
PIPE	DETAILS
17	116.17 LF NEW 8" PVC PUBLIC SEWER @ 1.14%
31	91.35 LF NEW 8" PVC PUBLIC SEWER @ 8.00%
32	123.59 LF NEW 8" PVC PUBLIC SEWER @ 8.00%

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Registered Professional Engineer (Civil)
53192
GREGORY PAUL BENNETT
Date Signed
ARIZONA, U.S.A.
Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

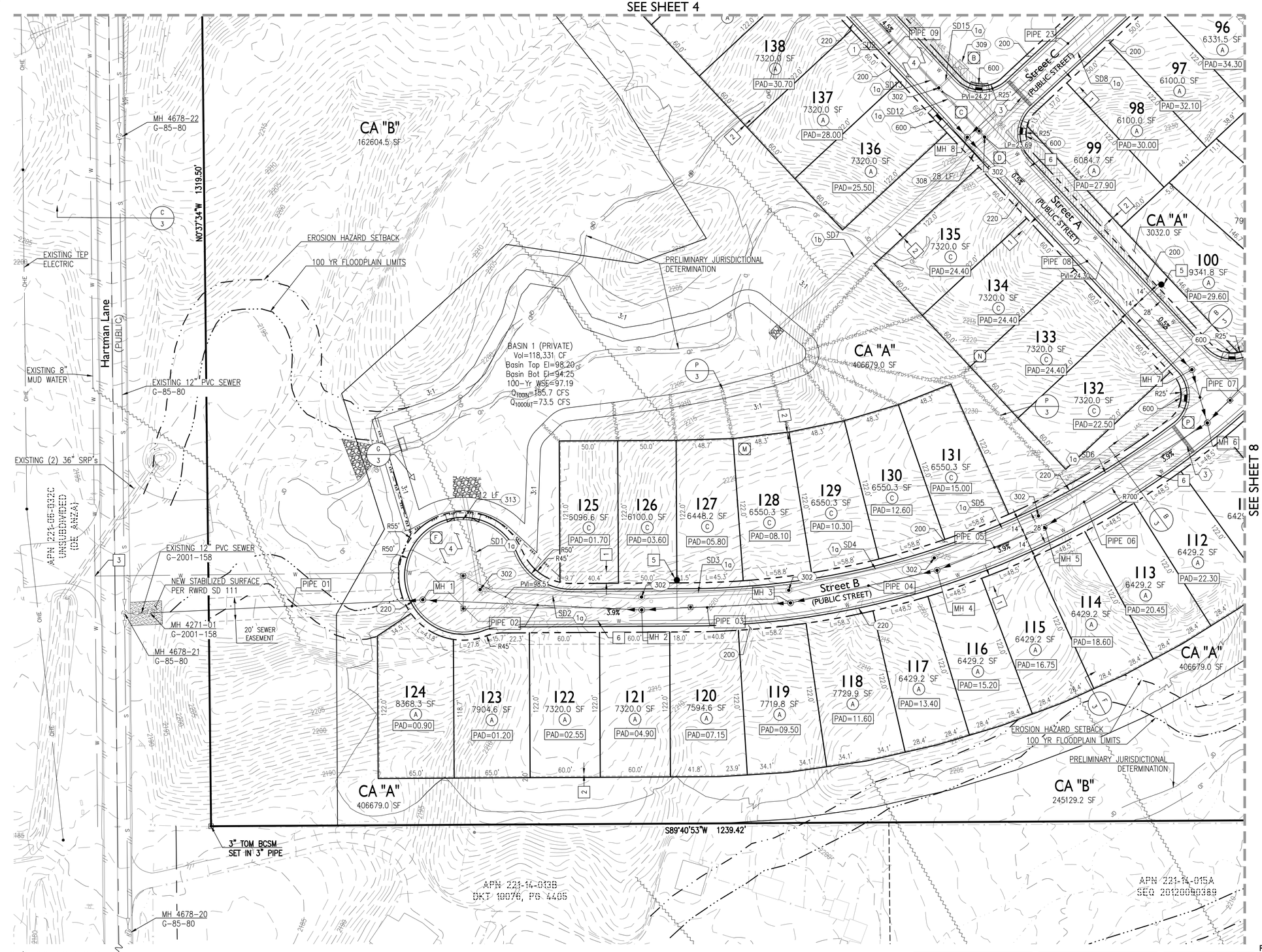
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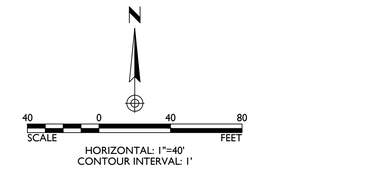
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EPS Project No. 15-317 Date: 09/19/16

PRV1608-001
Scale: 1" = 40'
Contour Interval: N/A
PR03
Sheet No.
6
of 9

Sep 19, 2016 1:54pm U:\Projects\2015\15-317\Land Plans\PR\15-317_PR_PR03.dwg
bzismann





KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY FINAL PLAT
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5. NEW FIRE HYDRANT ASSEMBLY
6. PROPOSED WATERLINE

1a. NEW RCP STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
1b. NEW HDPE STORMDRAIN PIPE (SEE TABLE ON THIS SHEET FOR DETAILS)
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3. NEW TRANSVERSE GRATE PER DETAIL (E/3)
4. PAVEMENT SECTION 1 PER (A/3)

200. 5' CONCRETE SIDEWALK PER PAG SD 200
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205. SIDEWALK SCUPPER PER PAG SD 205.5 (OPENING WIDTH AS SHOWN)
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308. TYPE 3 CATCH BASIN PER PAG SD 308 (OPENING WIDTH AS SHOWN)
309. TYPE 4 CATCH BASIN PER PAG SD 309
313. CONCRETE HEADWALL PER PAG SD 313
600. CURB ACCESS RAMP PER T.O.M. SD 600-2

MANHOLE TABLE	
MANHOLE	DETAILS
EX. MH. 4271-01	RIM = 2192.10 INV IN = 2185.56 INV OUT = 2185.36
MH 1	RIM = 2198.65 INV IN = 2189.07 INV OUT = 2188.87
MH 2	RIM = 2202.21 INV IN = 2193.05 INV OUT = 2192.85
MH 3	RIM = 2207.17 INV OUT = 2195.57 INV OUT = 2195.77
MH 4	RIM = 2212.17 INV IN = 2201.62 INV IN = 2201.82
MH 5	RIM = 2215.97 INV OUT = 2206.26 INV OUT = 2206.36
MH 6	RIM = 2222.43 INV IN = 2210.47 INV IN = 2210.67 INV IN = 2210.67
MH 7	RIM = 2223.63 INV IN = 2211.41 INV OUT = 2211.21
MH 8	RIM = 2223.60 INV IN = 2216.21 INV IN = 2216.21 INV OUT = 2216.01

SEWER PIPE TABLE	
PIPE	DETAILS
01	229.29 LF NEW 8" PVC PUBLIC SEWER @ 1.42%
02	183.47 LF NEW 8" PVC PUBLIC SEWER @ 2.01%
03	123.37 LF NEW 8" PVC PUBLIC SEWER @ 1.98%
04	124.45 LF NEW 8" PVC PUBLIC SEWER @ 4.55%
05	94.67 LF NEW 8" PVC PUBLIC SEWER @ 4.50%
06	161.79 LF NEW 8" PVC PUBLIC SEWER @ 2.48%
07	43.46 LF NEW 8" PVC PUBLIC SEWER @ 1.14%
08	272.51 LF NEW 8" PVC PUBLIC SEWER @ 1.66%
09	193.00 LF NEW 8" PVC PUBLIC SEWER @ 1.02%
23	228.31 LF NEW 8" PVC PUBLIC SEWER @ 3.48%

PROPOSED CONDITIONS PEAK DISCHARGE SUMMARY TABLE		
CP	Q_{100} (CFS)	AREA (AC)
B	10.1	1.41
C	32.6	4.11
D	11.0	1.40
F	51.8	6.52
M	6.6	0.83
N	4.4	0.55
P	25.9	3.26

STORM DRAIN SUMMARY TABLE			
SD	LENGTH (FT)	SLOPE (%)	DIAMETER (IN)
1	80	0.3	30
2	138	1.8	30
3	126	3.8	30
4	127	3.8	30
5	96	4.0	30
6	138	3.5	30
7	239	9.3	48
8	218	4.1	30
12	58	1.0	18
13	141	3.8	18
15	20	1.0	18

DEVELOPER:
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
TUCSON, AZ 85741
ATTN: SAM MILLS
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ENGINEER:
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w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil) — 53192 — GREGORY PAUL BENNETT — ARIZONA, U.S.A. — Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

REF: PCZ1602-001

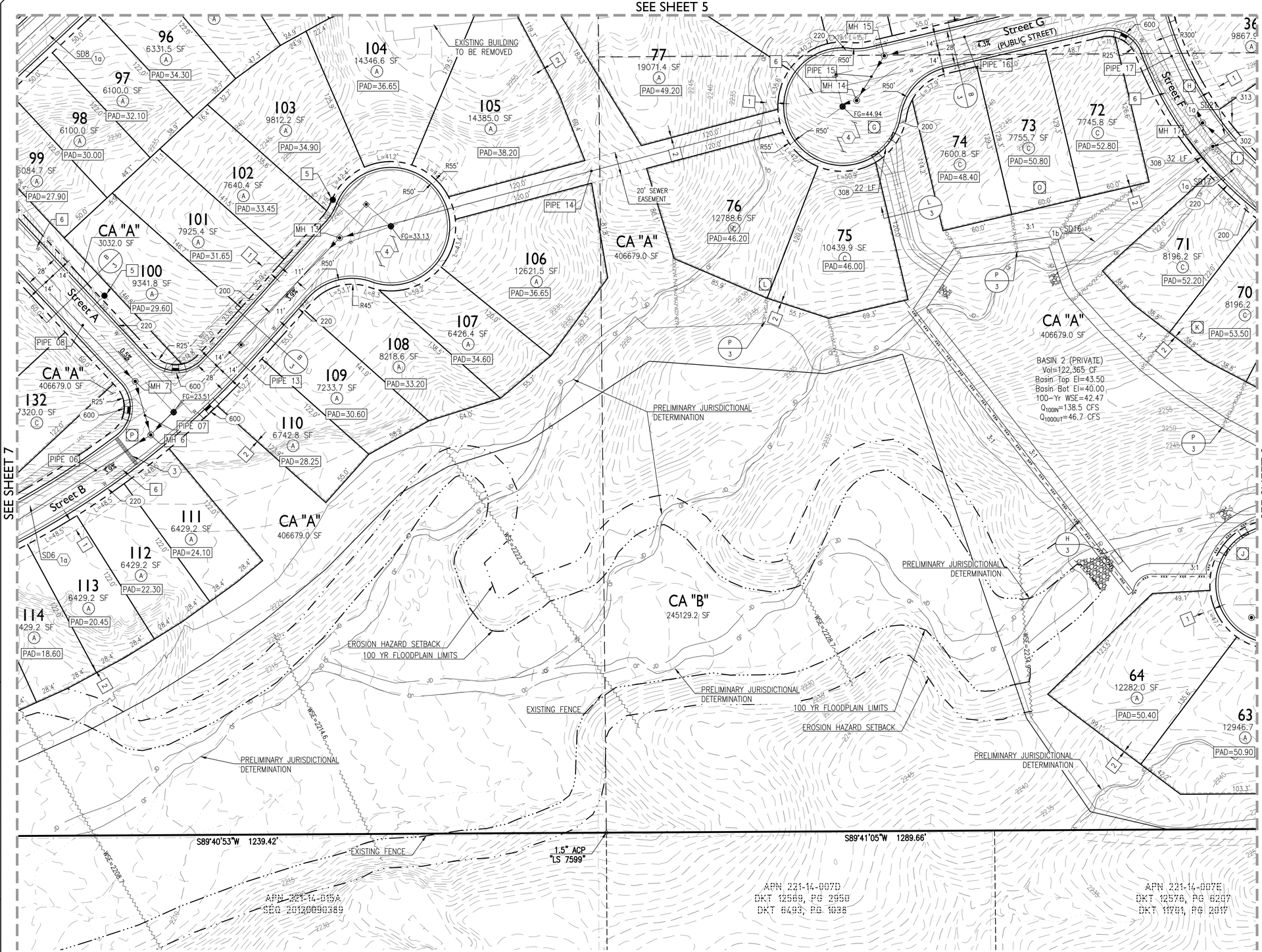
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EPS Project No. 15-317 Date: 09/19/16

PRV1608-001
Scale: 1" = 40'
Contour Interval: N/A
PR04
Sheet No. 7 of 9

15-317
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Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100



KEYNOTES:

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2. 42" (MIN.) SECURITY BARRIER
3. NEW TRANSVERSE GRATE PER DETAIL (E/3)
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205. SIDEWALK SCUPPER PER PAG SD 205.5 (OPENING WIDTH AS SHOWN)
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309. TYPE 4 CATCH BASIN PER PAG SD 309
313. CONCRETE HEADWALL PER PAG SD 313
600. CURB ACCESS RAMP PER T.O.M. SD 600-2

N

40 0 40 80
SCALE FEET

HORIZONTAL 1"=40'
CONTOUR INTERVAL: 1'

MANHOLE TABLE	
MANHOLE	DETAILS
MH 6	RIM = 2222.43 INV IN = 2210.47 INV IN = 2210.67 INV IN = 2210.67
MH 7	RIM = 2223.63 INV IN = 2211.41 INV OUT = 2211.21
MH 13	RIM = 2231.41 INV IN = 2218.51 INV OUT = 2218.31
MH 14	RIM = 2244.93 INV IN = 2225.65 INV OUT = 2225.45
MH 15	RIM = 2245.98 INV OUT = 2226.33 INV OUT = 2226.53
MH 17	RIM = 2251.31 INV IN = 2230.51 INV OUT = 2230.31

SEWER PIPE TABLE	
PIPE	DETAILS
06	161.79 LF NEW 8" PVC PUBLIC SEWER @ 2.48%
07	43.46 LF NEW 8" PVC PUBLIC SEWER @ 1.14%
08	272.51 LF NEW 8" PVC PUBLIC SEWER @ 1.66%
13	228.05 LF NEW 8" PVC PUBLIC SEWER @ 3.29%
14	450.75 LF NEW 8" PVC PUBLIC SEWER @ 1.53%
15	40.75 LF NEW 8" PVC PUBLIC SEWER @ 1.53%
16	222.08 LF NEW 8" PVC PUBLIC SEWER @ 0.98%
17	116.17 LF NEW 8" PVC PUBLIC SEWER @ 1.14%

PROPOSED CONDITIONS PEAK DISCHARGE SUMMARY TABLE		
CP	Q_{100} (CFS)	AREA (AC)
H	8.7	1.11
I	28.5	3.59
J	38.3	4.82
K	3.8	0.48
L	3.9	0.49
O	3.5	0.44
P	25.9	3.26

STORM DRAIN SUMMARY TABLE			
SD	LENGTH (FT)	SLOPE (%)	DIAMETER (IN)
6	138	3.5	30
8	218	4.1	30
16	172	2.3	54
17	89	1.5	36
21	24	1.0	24

15-317

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

DEVELOPER:
PULTE HOMES, ARIZONA
3011 WEST INA ROAD
TUCSON, AZ 85741
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ENGINEER:
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Professional Engineer (Civil) 53192 GREGORY PAUL BENNETT Date Signed 09/19/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: BEZ 01/16
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REF: PCZ1602-001

Preliminary Plat for
Camino De Oeste
Lots 1 - 144
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Being a portion of the North ½ of the Northwest ¼ of Section 25, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

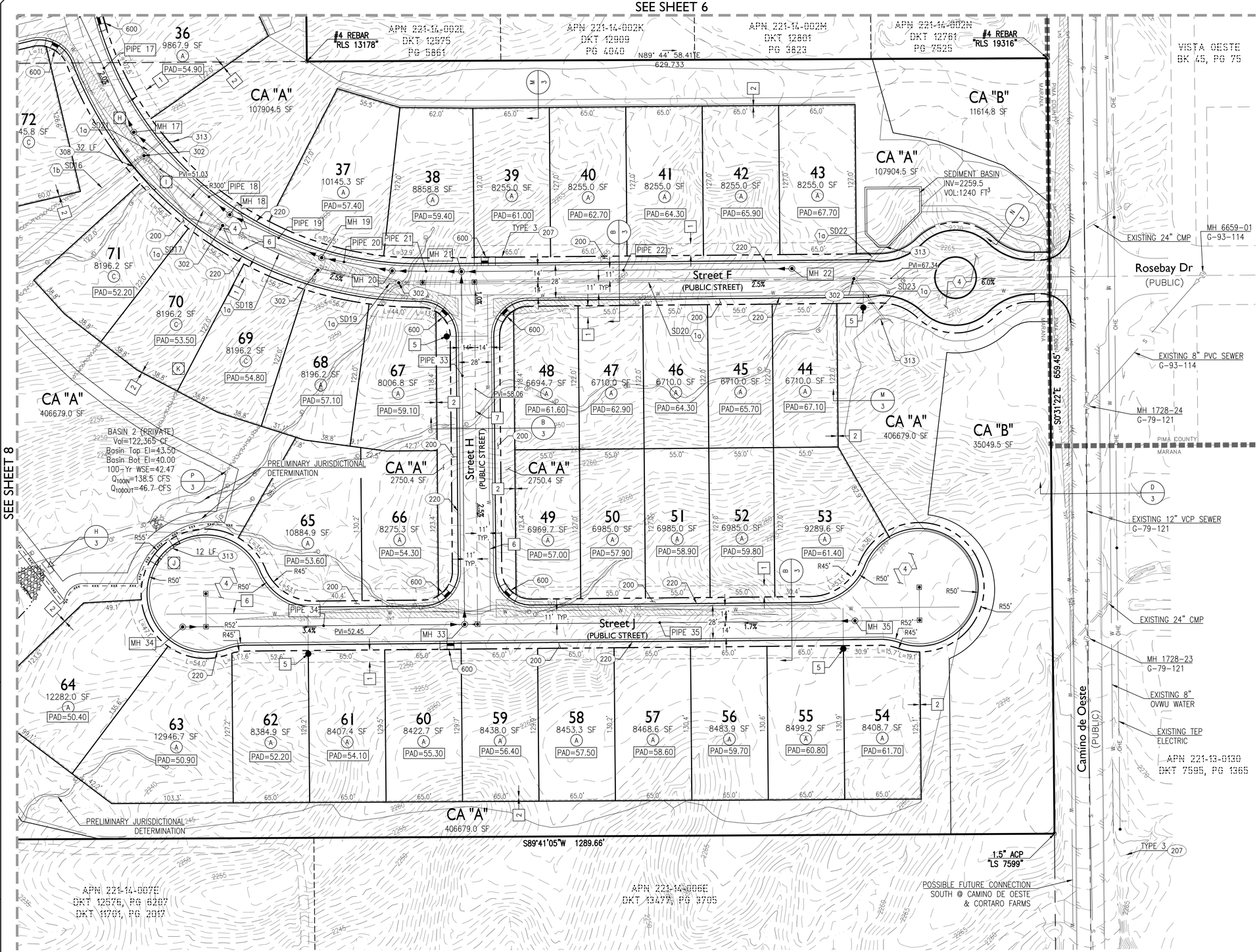
EPS Project No. 15-317 Date: 09/19/16

PRV1608-001
Scale: 1" = 40'
Contour Interval: N/A
PR05
Sheet No. 8 of 9

SEE SHEET 6

SEE SHEET 8

15-317



N

40 0 40 80
SCALE FEET

HORIZONTAL 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

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309. TYPE 4 CATCH BASIN PER PAG SD 309
313. CONCRETE HEADWALL PER PAG SD 313
600. CURB ACCESS RAMP PER T.O.M. SD 600-2

MANHOLE TABLE	
MANHOLE	DETAILS
MH 17	RIM = 2251.31 INV IN = 2230.51 INV OUT = 2230.31
MH 18	RIM = 2252.19 INV OUT = 2232.12 INV OUT = 2232.22
MH 19	RIM = 2254.43 INV IN = 2233.08 INV IN = 2233.18
MH 20	RIM = 2256.01 INV OUT = 2233.79 INV OUT = 2233.89
MH 21	RIM = 2257.51 INV IN = 2234.48 INV IN = 2233.96 INV IN = 2234.68
MH 22	RIM = 2264.56 INV OUT = 2256.43
MH 33	RIM = 2253.90 INV IN = 2237.88 INV IN = 2237.12 INV OUT = 2237.68
MH 34	RIM = 2247.64 INV OUT = 2240.28
MH 35	RIM = 2259.44 INV OUT = 2250.40

SEWER PIPE TABLE	
PIPE	DETAILS
17	116.17 LF NEW 8" PVC PUBLIC SEWER @ 1.14%
18	103.65 LF NEW 8" PVC PUBLIC SEWER @ 1.50%
19	82.20 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
20	57.06 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
21	54.86 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
22	277.00 LF NEW 8" PVC PUBLIC SEWER @ 8.00%
33	296.00 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
34	235.82 LF NEW 8" PVC PUBLIC SEWER @ 1.00%
35	327.85 LF NEW 8" PVC PUBLIC SEWER @ 4.00%

PROPOSED CONDITIONS PEAK DISCHARGE SUMMARY TABLE		
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H	8.7	1.11
I	28.5	3.59
J	38.3	4.82
K	3.8	0.48

STORM DRAIN SUMMARY TABLE				
SD	LENGTH (FT)	SLOPE (%)	DIAMETER (IN)	
17	89	1.5	36	
18	89	2.2	36	
19	70	2.3	36	
20	387	2.1	36	
21	24	1.0	24	
22	36	0.6	36	
23	43	1.0	18	

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w w w . e p s g r o u p i n c . c o m

Registered Professional Engineer (Civil) No. 53192 GREGORY PAUL BENNETT Date Signed 09/19/16 ARIZONA, U.S.A. Expires 03/31/18

Drawn by: BEZ 01/16
Designed by: BEZ 01/16

REF: PCZ1602-001

Preliminary Plat for
Camino De Oeste
Lots 1 - 144
and Common Areas "A" (Open Space) &
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Being a portion of the North ½ of the Northwest ¼ of Section 25, T12S, R12E, G&SRM
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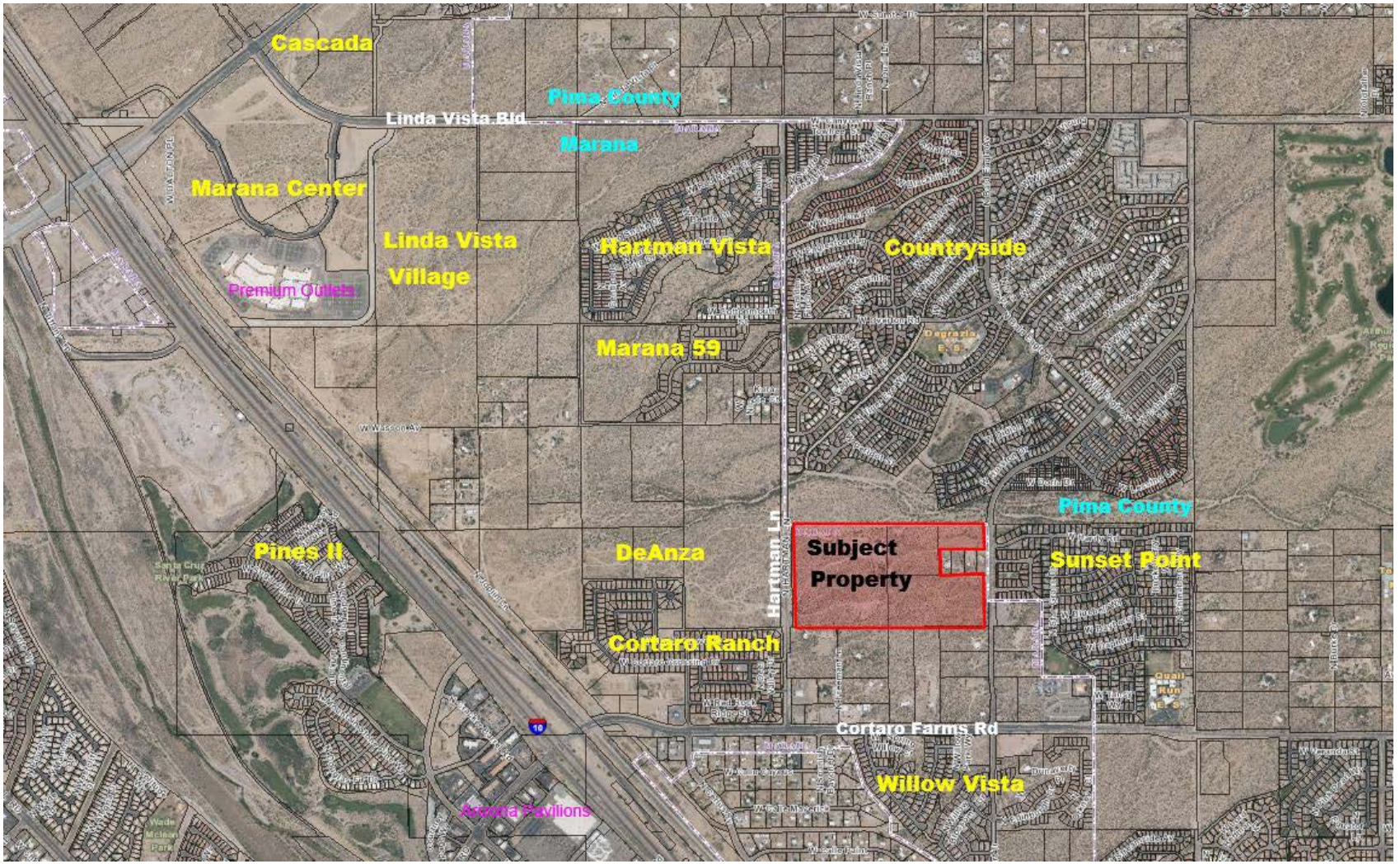
PRV1608-001

Scale: 1" = 40'
Contour Interval: N/A

PR06

Sheet No.
9
of 9

Location Map



Case Number: PRV1608-001

Title: Camino de Oeste Preliminary Plat

Request: Approval of the preliminary plat for Camino De Oeste, Lots 1-44 and Common Areas 'A' & 'B'

Development Services / planning@maranaaz.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Camino De Oeste	
Description of Project: Single Family subdivision, zoned R-6	Number of Lots: 145
Parcel No.(s): 221-14-011B, 221-14-0100, 221-14-002F, 221-14-009A	Gross Area (Acres): 72
Project Address: 8770 N. Hartman Lane	
Ref. Project No.: PCZ1602-001	

CONTACT INFORMATION

Owner: Pulte Homes, Arizona	Contact Name: Sam Mills		
Address: 3011 W. Ina Road	City: Tucson	State: AZ	Zip: 85741
Email: sam.mills@pultegroup.com	Phone No.: (520) 837-0275		
Applicant: EPS Group, Inc.	Contact Name: Ben Zismann		
Address: 8710 N. Thornydale Road, Ste 140	City: Tucson	State: AZ	Zip: 85742
Email: ben.zismann@epsgroupinc.com	Phone No.: (520) 408-1400		
Consultant/Engineer: EPS Group, Inc.	Contact Name: Ben Zismann		
Address: 8710 N. Thornydale Road, Ste 140	City: Tucson	State: AZ	Zip: 85742
Email: ben.zismann@epsgroupinc.com	Phone No.: (520) 408-1400		

OWNER/APPLICANT AUTHORIZATION

I, the undersigned, certify that all of the facts set forth in this application are true and correct 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. (If applicant is not the owner, attach written authorization from the owner.)

Ben Zismann	DN: cn=Benjamin E Zismann, o=EPS Group, Inc., ou, email=ben.zismann@epsgroupinc.com, c=US Date: 2016.08.01 11:01:52 -07'00'	8/1/2016
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRJ1608-001 **Date Received** 7-29-16

☐ Annexation	☐ Rezone	☐ Specific Plan	☐ General Plan Amendment
☒ Preliminary Plat	☐ Final Plat	☐ Significant Land Use Change	☐ Minor Land Division
☐ Variance	☐ Development Plan	☐ Development Plan Package	☐ Dedications / Easements
☐ Lic. Agreement	☒ Landscape Plan	☐ Conditional Use Permit	☐ Report (Type): _____
☐ SWPP	☐ Native Plant Plan	☐ Native Plant Exception	☐ Other: _____

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016

Council-Regular Meeting **C6**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Erik Montague, Finance Director

Date: October 18, 2016

Strategic Plan Focus Area:
Progress & Innovation

Subject: Resolution No. 2016-111: Relating to Purchasing; waiving bid procedures for the purchase of a used semi-tractor trailer or similar vehicle and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process (Erik Montague)

Discussion:

Significant investments have been made in the development of a vehicle replacement program for the Town over the past number of years. The replacement of a 1999 Kenworth Semi-tractor was considered and funding was included in the fiscal year 2016-2017 budget. As part of our effort to ensure we are maximizing the use of public monies, the Public Works department is asking for authorization to purchase a used semi-tractor instead of purchasing a new one, if it is advantageous to do so. Preliminary research in the used vehicle market suggests that we may be able to find a high quality used semi-tractor and possibly spend less than what was budgeted. Since each used semi-trailer is unique based upon condition, age and mileage, it is impractical to complete a formal competitive bidding process. We are, however, able to verify the reasonableness of pricing through blue book and equivalent valuation tools.

Therefore, the resolution before you this evening would waive formal bid procedures for purchase of the used semi-tractor as described in Town Code Section 3-4-6(B). Additionally, the resolution would also authorize the Finance and Purchasing Director to proceed with a modified competitive process deemed advantageous to the Town for the purchase of this vehicle.

Financial Impact:

Fiscal Year: 2017

Budgeted Y/N: Y

Amount: $136,500

Staff Recommendation:

Staff recommends waiving the bid procedures for the purchase of a used semi-tractor trailer or similar vehicle.

Suggested Motion:

I move to adopt Resolution No 2016-111, waiving bid procedures for the purchase of a used semi-tractor trailer or similar vehicle and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process.

Attachments

Resolution No. 2016-111

MARANA RESOLUTION NO. 2016-111

RELATING TO PURCHASING; WAIVING BID PROCEDURES FOR THE PURCHASE OF A USED SEMI-TRACTOR TRAILER OR SIMILAR VEHICLE AND AUTHORIZING THE FINANCE AND PURCHASING DIRECTOR TO PROCEED WITH A MODIFIED COMPETITIVE PROCUREMENT PROCESS

WHEREAS the Town desires to purchase a semi-tractor trailer for use by the Public Works Department; and

WHEREAS the Finance and Purchasing Director and the Public Works Director believe that it will be advantageous to the Town to purchase the aforementioned vehicle used; and

WHEREAS Section 3-4-6(B) of the Marana Town Code provides that upon recommendation of the Town Manager, the Town Council may elect to waive bid procedures with respect to the purchase of used equipment; and

WHEREAS the Town Manager recommends that the Council waive bid procedures with respect to the purchase of the used semi-tractor trailer; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of the public are served by adoption of this resolution.

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

SECTION 1. The Town Council hereby waives bid procedures for the purchase of a used semi-tractor trailer or similar vehicle and authorizes the Finance and Purchasing Director to proceed with a modified competitive procurement process deemed advantageous to the Town for purchase of the used vehicle.

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 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C7**

Meeting Date: 10/18/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 18, 2016

Subject: Approval of Regular Council Meeting Minutes from October 4, 2016 (Jocelyn C. Bronson)

Attachments

Draft Regular Council Meeting Minutes 10/04/2016

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 4, 2016, 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 7:01 p.m. **Town Clerk Bronson** called roll. All Council Members were present except Vice Mayor Post, who was excused.

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

APPROVAL OF AGENDA. ***Motion to approve by Council Member McGorray, second by Council Member Ziegler. Passed unanimously 6-0.***

CALL TO THE PUBLIC. No speaker cards were presented.

PROCLAMATIONS

P1 Proclaiming October 23 -- 31, 2016 Marana Red Ribbon Week. **Ms. Bronson** noted that the proclamation would be made part of the permanent record but would not be read.

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

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Gilbert Davidson noted that the monthly Executive Report on activity is out and available for review.

PRESENTATIONS

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

C1 Resolution No. 2016-098: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 - Classification and Compensation, Chapter 6 - Performance Management and Employee Development, and Chapter 8 - Termination of Employment (Curry C. Hale)

C2 Resolution No. 2016-099: Relating to Municipal Court; approving the appointment of Michael Aaron, Maria Davila, Alfred McDonald, and Ronald Newman as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

C3 Resolution No. 2016-100: Relating to Utilities; approving and authorizing the Mayor to sign a Water Service and Settlement Agreement with the Lottie Kurcz Revocable Trust (Frank Cassidy)

C4 Resolution No. 2016-101: Relating to Police Department; approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and other public agencies to create an Arizona Child Abduction Response Team (Libby Shelton)

C5 Resolution No. 2016-102: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement and Agreement among the State of Arizona, the Town of Marana, and the Pima Association of Governments relating to Ina Road Traffic Interchange and Ina Road Improvements, Silverbell Road to Camino de la Cruz (Keith Brann)

C6 Resolution No. 2016-103: Relating to Special Events; approving and authorizing the Mayor to execute an agreement between the Town of Marana and Marana Chamber of Commerce, Inc. regarding the presentation of the 2016 Big Green Event (Jane Fairall)

C7 Approval of Regular Council Meeting Minutes from September 20, 2016 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Patrick R. Nilz on behalf of the Marana Heritage Conservancy for Marana Game Day with Cornhole Tournament to be held on November 5, 2016. **Ms. Bronson** noted that the application had been properly reviewed and process. Staff recommends approval. ***Motion to approve by Council Member Bowen, second by Council Member Ziegler. Passed unanimously 6-0.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-104: Relating to Parks and Recreation; approving and authorizing Town staff to implement the Parks, Recreation, Trails and Open Space 5 Year Update and Strategic Plan dated October 2016 (Cynthia Nemeth-Briehn). Presented by **Shannon Shula**, Senior Planner in Development Services and presenting on behalf of the Parks & Recreation department. Ms. Shula reviewed the nine-month collaborative process with the University of Arizona, College of Architecture Planning & Landscape Architecture. This was a capstone process which included a public outreach campaign, performance benchmarks for local jurisdictions, inventory of assets, identification of underserved level of service areas and a suitability spatial analysis for future parks, trails and open spaces. Existing policies were reviewed, and recommendations made for new policies as well as branding solutions for some of the parks. The public participation process was a five-week online survey, and the results indicated that overall, the town is doing a great job. Open space suitability was also reviewed. There are a lot of great view sheds, parks, and trails that can be preserved or conserved for future use.

The other component of the policy was habitat. The town serves as a major corridor between the Tortolita Mountains and Saguaro National Park, and we identified some of those wildlife corridors for future preservation. Some of the policy would include maintaining that connectivity and preserve some of the open space on those trails for future use. As a town our parks have grown from 523 acres to 872 acres. Two types of level of service analyses were done. One looked at the size of parks from neighborhood park to district park. Each serves a different population. There are some areas lacking parks, so as the town grows, those areas would be under consideration for establishing future parks. The other analysis was looking at existing park acreage and comparing that to population. Overall as a town, from 2010 when we had a 5.61 level of service, we have grown to 12.46. As a town, we are doing well at providing parks and facilities to our residents. Some of the public recommendations for improvements were more shade structures, park benches and looking at underserved areas such as the Colonias and establishing pocket parks. The other consideration was trails. We currently have 110 miles of trails within the town, 54 of which the town maintains. Also observed were areas of disconnect. That is something to keep in mind as we look at future trail expansion.

Another question arose as to how to expand attendance in our signature events. We know that many people are starting to attend our events from across the region, and we want to increase that number through promotional efforts. One of the stakeholders meeting pointed out the need for more heritage and equestrian facilities on the west side. Policy recommendations included promoting existing facilities and look at ways to find new facilities or areas to host events. Another recommendation would be to expand more on future trail expansion by creating partnerships with local jurisdictions. The other was establishing signage between the different user groups. With respect to programs, 82 percent of residents also feel that our parks are excellent. Over 53 percent participate in some type of town program. Youth league participation

has increased from 40 percent to 78, and that creates a need for more ball fields. Ninety percent of residents who responded to the survey indicated that facility maintenance is rated as good/excellent. About 42 percent of that number visit our parks at least once a week. There is still a large desire for some type of aquatic facility. A huge accomplishment was opening the splash pad at Gladden Park. Of course, there are ways to improve facility maintenance and creating standards for more frequent inspection and maintenance; and looking into planned budgeting as part of the initial design feature. With respect to finance and implementation, in 2010 we approved the Parks and Recreation Master Plan, and that plan suggested an impact study. In 2014, the Council approved the parks development impact fee. Because of that, we are able to continue to provide resources for park facilities and amenities for our residents. Another policy recommendation would be to continuing to explore joint facility uses and look into new funding and revenue options and prioritize park improvements.

The last element is the design and branding. This was added toward the end of the plan development. An analysis was done based on the type of region and came up with a Density Transect Analysis comparing the character of urban core areas and rural areas and what types of vegetation are most amenable to both.

Motion to approve by Council Member McGorray, second by Council Member Ziegler. Passed unanimously 6-0.

Mr. Davidson took a moment to recognize the work and contributions that Ms. Shula put into bringing this project to its current status.

A2 Resolution No. 2016-105: Relating to Personnel; approving and adopting amendments to the Town's Personnel Policies and Procedures, revising Chapter 3 – Classification and Compensation by adding new Policy 3-11 "Severance Benefits" (Curry C. Hale). Presented by **Jane Fairall.** Ms. Fairall noted that this item will add a new policy that would allow for severance benefits in particular circumstances. The policy would apply only to unclassified employees who are terminated without cause or who resign in lieu of termination without cause. Generally, unclassified positions are department heads who are at-well employees who are not entitled to an appeal by the PARB if they are terminated or something of that nature. Most often a termination without cause would occur due to a change in leadership is needed as opposed to any wrongdoing. The way the policy is written, the town manager would have the discretion, depending on the circumstances, to provide that employee with severance benefits of up to three months' pay and up to three months' payment of COBRA premiums. This is similar to what we have done in the past on a case by case basis when we have had some terminations without cause or resignations of department heads. We've brought severance packages to Council on an individual basis and asked for approval. The last couple of that we have done have been this same package being presented tonight. This would allow the town manager to do that within the parameters set by the policy and approved by the Council without having to bring every specific case back to Council. This policy would not apply to a voluntary resignation or retirement or to a termination for cause. Employees in those circumstances would not be entitled to any severance benefits. A person who is receiving severance benefits would be required to sign a severance agreement waiving any and all claims against the town which is similar to what we've done in the past, but we would put that in the policy. **Mayor Honea** asked for clarification that

the employees affected by this policy would be at-will employees. **Ms. Fairall** confirmed this. **Council Member Ziegler** asked if the three months' severance was across the board or if it could be adjusted for length of service to the town. Ms. Fairall responded that staff did consider some type of scale and ultimately decided to go with a base package that would be simple and apply across the board. But there is nothing within the policy that would prevent the town manager or Human Resources from bringing to the Council for approval something more extensive if we felt that circumstances warranted it. This policy was meant to be something we could do for basic terminations.

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

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson). No items.

EXECUTIVE SESSIONS

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT. ***Motion to adjourn at 7:23 p.m. by Council Member McGorray, second by Council Member Kai. Passed unanimously 6-0.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on October 4, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **L1**

Meeting Date: 10/18/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 18, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding an Acquisition of Control, Series #10 Beer and Wine Store liquor license application submitted by Troy Charles Devos on behalf of QuikTrip #1456, located at 5565 W. Cortaro Farms Road, Tucson, Arizona 85742. (Jocelyn C. Bronson)

Discussion:

This application is for an Acquisition of Control Series #10 Beer and Wine Store liquor license at QuikTrip #1456, located at 5565 W. Cortaro Farms Road, Tucson, Arizona 85742.

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

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

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

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

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

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

Staff Recommendation:

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

Suggested Motion:

OPTION 1: I move to adopt and submit to the DLLC an order recommending approval of an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Troy Charles Devos on behalf of QuikTrip #1456, located at 5565 W. Cortaro Farms Road, Tucson, Arizona 85742.

OPTION 2: I move to adopt and submit to the DLLC an order recommending disapproval of an Acquisition of Control Series #10 Beer and Wine Store liquor license application submitted by Troy Charles Devos on behalf of QuikTrip #1456, located at 5565 W. Cortaro Farms Road, Tucson, Arizona 85742.

Attachments

Redacted Application
Affidavit of Posting
Local Governing Body Recommendation
Description of Common Types of Liquor Licenses

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12 SEP 2016 PM01:23

'16 SEP 6 Liqr. Lic. AM11:52

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Date Processed:	9-6-16
CSR:	CB
60th Day:	11-5-16

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: $100.00 for the first application and $50.00 for each additional application, not to exceed $1,000.00. (A.R.S. 4-209.H) NOTE 2) the $100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

☐ Agent Change	☑ Acquisition of Control	☐ Restructure
Complete Sections 1,2,3,4,5 & 7	Complete Sections 1,2, 3 & 7	Complete Sections 1,2,3,6 & 7

SECTION 2 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

1. Name: Devos (Last) Troy (First) Charles (Middle) 10103536 (Liquor License #) — (EXISTING AGENT OR NEW AGENT)
2. Owner Name: QuikTrip Corporation (Exactly as it appears on Liquor License) Corp File #: F08755030 (If applicable)
3. Business Name: QuikTrip #1456 (Exactly as it appears on Liquor License) Email: dtippins@quiktrip.com
4. Business Location Address: 5565 W. Cortaro Farms Road (Do not use P.O. Box Number) Tucson (City) Pima (COUNTY) 85742 (Zip)
5. Is the Business located within the incorporated limits of the above City or Town? ☑ Yes ☐ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
7. Mailing Address: QuikTrip Corporation, P.O. Box 3475 Attn: Licensing Dept. Tulsa (City) OK (State) 74101-3475 (Zip)
8. Business Phone: (520) 744-0844 Daytime Contact Phone (480) 446-6329
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☑ Yes ☐ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☑ Yes ☐ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
☐	Cadieux, III	Chester	Edouard	President/CEO	P.O. Box 3475	Tulsa	Oklahoma	74101-3475
☐								
☐	SEE ATTACHED ORANIZATION DOCUMENT							
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐								
☐								
☐	SEE ATTACHED ORANIZATION DOCUMENT							
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☐Yes ☐No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐Yes ☐No
If yes, Name of current Manager: _____
Last First Middle

Basic Training ☐Yes ☐No **Management Training** ☐Yes ☐No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**
To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: _____
(Exactly as it appears on license) Last First Middle

I, (Print full name) _____, hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____
(Controlling Person/Existing Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

_____ of _____, _____
Day Month Year

My commission expires on: _____

_____
Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐YES ☐NO
If YES, **SEPARATE APPLICATIONS** must be filed and fees paid for each license/location.

Type of current ownership:	Type of new ownership:
☐ J.T.W.R.O.S.	☐ J.T.W.R.O.S.
☐ INDIVIDUAL	☐ INDIVIDUAL
☐ PARTNERSHIP	☐ PARTNERSHIP
☐ CORPORATION	☐ CORPORATION
☐ LIMITED LIABILITY CO.	☐ LIMITED LIABILITY CO.
☐ MANAGEMENT CO.	☐ MANAGEMENT CO.
☐ TRIBE	☐ TRIBE
☐ TRUST	☐ TRUST
☐ OTHER **(Explain)** _____	☐ OTHER **(Explain)** _____

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**
To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, **(Print full name)** Troy Charles Devos, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____
(Controlling Person/Existing Agent)

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

10 of May, 2016
Day Month Year

Alexis Proper
Signature of NOTARY PUBLIC

My commission expires on: May 10, 2019

ALEXIS PROPER
Notary Public - Arizona
Maricopa County
My Comm. Expires May 10, 2019

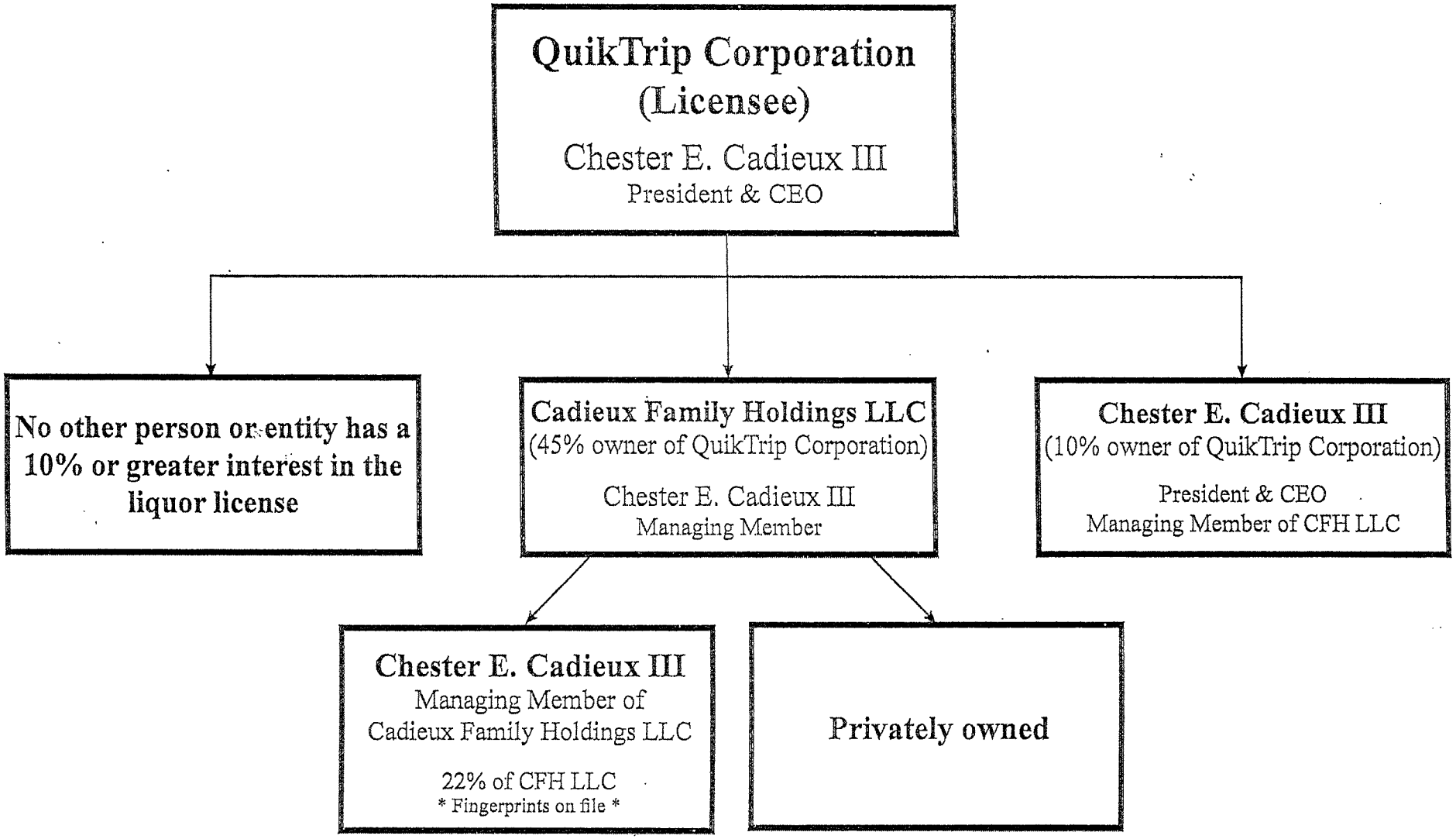
11/18/2015

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL
Application for Liquor License

Section 7, Question #7

QUIKTRIP OWNERSHIP BREAKDOWN



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 9/15/2016 Date of Posting Removal: 10/5/2016

Applicant's Name: Devos (Last) Troy (First) Charles (Middle)

Business Address: 5565 W. Cortaro Farms Road (Street) Tucson (City) 85742 (Zip)

License #: 10103536

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

Elton Burns, Jr. (Print Name of City/County Official) | Housing Specialist (Title) | 520-990-2496 (Phone Number)

Elton E Burns Jr. (Signature) | 10/6/2016 (Date Signed)

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: Town of Marana (Circle one) Liquor License Application #: 10103536 (Arizona application #)

2. County of: Pima City/Town/County #: LL2016-11

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The Marana Town Council (Governing body) at a Regular (Regular or special) meeting held on the 18th (Day) of October (Month), 2016 (Year) considered the application of Troy Charles Devos (Name of applicant)

for a license to sell spirituous liquor at the premises described in application 10103536 (Arizona liquor license application #),

for the license series #: type Series #10 Beer & Wine Store (i.e.: series #10: beer & wine store) as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Troy Charles Devos (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____. (Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

Jocelyn C. Bronson (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

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

Series 6 Bar

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

Series 7 Beer and Wine Bar

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

Series 9 Liquor Store

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

Series 10 Beer and Wine Store

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

Series 11 Hotel/Motel

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

Series 12 Restaurant

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

Council-Regular Meeting **L2**

Meeting Date: 10/18/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: October 18, 2016

Subject: Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Ed Stolmaker on behalf of the Marana Chamber of Commerce for Town of Marana Big Green Event to be held on November 5, 2016. (Jocelyn C. Bronson)

Discussion:

This application is for a special event liquor license on behalf of the Marana Chamber of Commerce for Town of Marana Big Green Event to be held on November 5, 2016.

A special event liquor license is a temporary, non-transferable, on-sale retail privileges liquor license that allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold and only for the period authorized on the license. Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first. The qualified organization must receive at least twenty-five percent (25%) of the gross revenues of the special events.

Pursuant to state law, a person desiring a special event liquor license must request a special event application from the Department of Liquor Licenses and Control (DLLC). The applicant then must file the application with the town for events occurring within the town's limits. The town may then recommend approval or disapproval of the special event liquor license.

If the special event liquor license application is approved by the Town Council, and the event meets the requirements for granting the license, the director of the DLLC will issue a special

event liquor license to the qualifying organization. If the application is disapproved by the Town Council, the DLLC will normally not consider the application.

Staff Recommendation:

Staff recommends approval of this special event liquor license application.

Suggested Motion:

OPTION 1: I move to submit to the DLLC a recommendation of approval of the special event liquor license application submitted by Ed Stolmaker on behalf of the Marana Chamber of Commerce for Town of Marana Big Green Event.

OPTION 2: I move to disapprove the special event liquor license application submitted by Ed Stolmaker on behalf of the Marana Chamber of Commerce for Town of Marana Big Green Event.

Attachments

Special Event Application

Special Event License Description

RECEIVED
OCT 03 2016
Town of Marana
Clerk's Office

COPY

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Marana Chamber of Commerce

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0679569

SECTION 3 The organization is a: (check one box only)

☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☑ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☑ No

Catalina Brewery	03103020	520-275-2857
Name of Business	License Number	Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☑ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☑ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Crossroads Park at Silverbell

Address of Location: 7548 N Silverbell Rd, (Street) Tucson (City) Pima (COUNTY) AZ (State) 85743 (Zip)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☑ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Stolmaker (Last) Ed (First) (Middle) [redacted] (Date of Birth)
2. Applicant's mailing address: 13881 N Casa Grande Hwy (Street) Marana (City) AZ (State) 85743 (Zip)
3. Applicant's home/cell phone: [redacted] Applicant's business phone: (520) 682-4314
4. Applicant's email address: edstolmaker@maranachamber.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☑ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☑ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Marana Chamber of Commerce Percentage: 100% of net

Address 13881 N Casa Grande Hwy (Street) Marana (City) AZ (State) 85743 (Zip)

Name _____ Percentage: _____

Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police 3 Number of Security Personnel ☑ Fencing ☐ Barriers

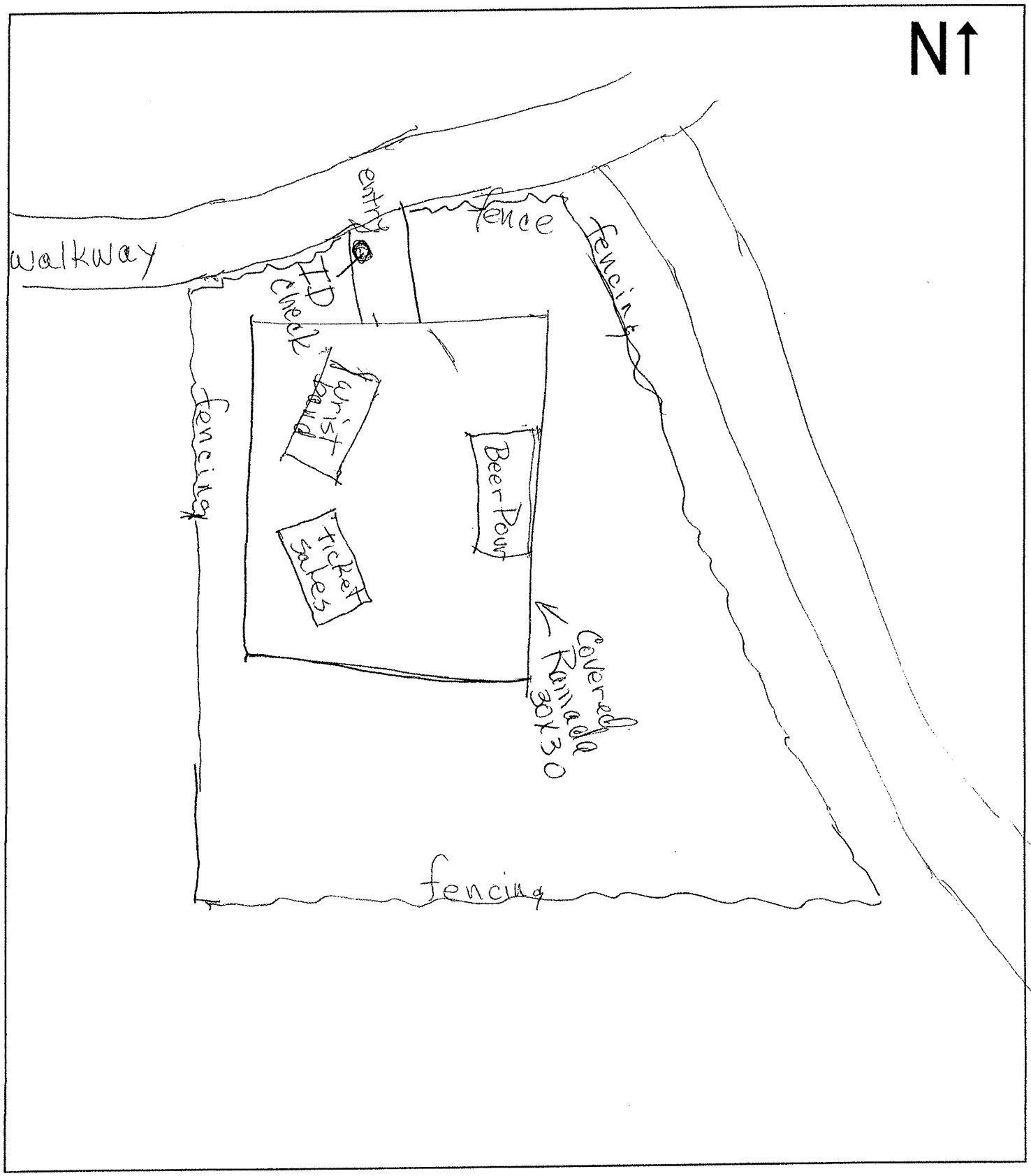
Explanation: Fencing will be enclosed around Ramada with one entrance./exit. Licensed person will check ids at entrance. Second licensed person will affix wristbands to screened attendees. Drink tickets will then be purchased. Drink attendant will mark wristband with each beer dispensed. No one will be allowed to leave fenced area with alcohol.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	11/05/16	Saturday	9 AM	3 PM
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



10x30
10x40
10x50
10x80
55'
10x30
10x30
Google earth

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Ed Stolmaker declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Ed Stolmaker (Signature) | CEO (Title/ Position) | 10/3/16 (Date) | 520-682-4314 (Phone Number)

The foregoing instrument was acknowledged before me this 3rd (Day) October (Month) 2016 (Year)

State Arizona County of Pima

My Commission Expires on: 7/21/2020 (Date)

Jeri Byler (Signature of Notary Public)

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
TERRI BYLER
My Commission Expires July 21, 2020

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Ed Stolmaker declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Ed Stolmaker (Signature) | CEO (Title/ Position) | 10/3/16 (Date) | 520 682 4314 (Phone Number)

The foregoing instrument was acknowledged before me this 3rd (Day) October (Month) 2016 (Year)

State Arizona County of Pima

My Commission Expires on: 7/21/2020 (Date)

Jeri Byler (Signature of Notary Public)

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
TERRI BYLER
My Commission Expires July 21, 2020

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

On behalf of _____ (City, Town, County), _____ (Signature), _____ (Date), _____ (Phone)

SECTION 16 For Department of Liquor Licenses and Control use only.

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

SERIES: **15 SPECIAL EVENT LICENSE (Temporary)**

Non-transferable

On-sale retail privileges

PURPOSE:

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

ADDITIONAL RIGHTS AND RESPONSIBILITIES:

The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.

If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.

Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.

A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that,* in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.

AVERAGE APPROVAL TIME: **One (1) to seven (7) days.**

PERIOD OF ISSUANCE:

Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.

FEES: **$25.00 per day.**

ARIZONA STATUTES AND REGULATIONS:

ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.

Disabled individuals requiring special accommodations please call (602) 542-9027

Council-Regular Meeting **A1**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-112: Relating to Development; approving and authorizing the Mayor to sign a First Amendment to Sanders Grove Development Agreement for approximately 845 acres of land located north of Marana Road between Sanders Road and Wentz Road (Frank Cassidy)

Discussion:

The Sanders Grove Specific Plan was created in 2005. The 2005 Sanders Grove Development Agreement set development standards for Sanders Grove based on the Town's regulations and future transportation plans as they existed in 2005.

The Sanders Grove Specific Plan was amended in 2015 by Ordinance 2015.013. At the time, the Council contemplated that the Sanders Grove Development Agreement would be amended as well. The First Amendment To Sanders Grove Development Agreement presented by this agenda item is that amendment. Its key elements include the following:

- Elimination of the provision that allows Sanders Grove development to occur based on 2005 Town of Marana regulations. As provided in Ordinance 2015.013, Sanders Grove development will need to comply with the Town's regulations as they exist when the development occurs.
- Replacement of transportation improvement requirements with more specific transportation requirements that conform to current Town roadway plans and to Town-approved traffic impact analyses (TIAs) that are to be prepared and submitted with the original Sanders Grove block plat and each subsequent subdivision plat. The TIAs will dictate the timing of roadway construction obligations, which will not exceed the following:
    - A one-time payment of $400,000 toward improvements to the Marana Road/I-10 interchange, payable before the first Sanders Grove residential building permit

    - A shoofly connection roadway from Marana Road to the I-10 frontage road before the first Sanders Grove residential building permit (includes dedication of right-of-way and construction in two phases)
    - Marana Road safety improvements at the Sanders Grove entrance before the first Sanders Grove residential building permit, and widening of Marana Road along the Sanders Grove frontage when determined necessary by the TIAs
    - Signalization of the Marana Road at Sanders Road intersection when determined necessary by the TIAs
    - Improvements to Hardin Road through Sanders Grove when determined necessary by the TIAs
- Replacement of park requirements with those adopted by Ordinance 2015.013
- Elimination of the requirement to serve Sanders Grove with non-potable water
- Various clean-up items

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-112, approving and authorizing the Mayor to sign a First Amendment to Sanders Grove Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2016-112, approving and authorizing the Mayor to sign a First Amendment to Sanders Grove Development Agreement.

Attachments

Resolution No. 2016-112

Resolution Exhibit A Sanders Grove 1st DA Amendment

Sanders Grove DA Recorded

MARANA RESOLUTION NO. 2016-112

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FIRST AMENDMENT TO SANDERS GROVE DEVELOPMENT AGREEMENT FOR APPROXIMATELY 845 ACRES OF LAND LOCATED NORTH OF MARANA ROAD BETWEEN SANDERS ROAD AND WENTZ ROAD

WHEREAS the Sanders Grove Specific Plan was created on March 1, 2005 by the adoption of Marana Ordinance No. 2005.09; and

WHEREAS the Sanders Grove Specific Plan was accompanied by the Sanders Grove Development Agreement, approved by Marana Resolution No. 2005-59; and

WHEREAS the Sanders Grove Specific Plan was amended on May19, 2015 by the adoption of Marana Ordinance No. 2015.013; and

WHEREAS condition 16 of Marana Ordinance No. 2015.013 called for the Sanders Grove Development Agreement to be amended before or concurrently with the approval of any Sanders Grove subdivision plat; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the First Amendment to Sanders Grove Development Agreement attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized to sign 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 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FIRST AMENDMENT TO SANDERS GROVE DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS FIRST AMENDMENT TO SANDERS GROVE DEVELOPMENT AGREEMENT (this "Amendment") is made by and between the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; THE JEITO FOUNDATION ("Jeito"), a tax-exempt charitable trust within the meaning of Section 501(c)(3) of the United States Internal Revenue Code; SREP TUCSON II ASSOCIATES LLC ("SREP Tucson"), a Delaware limited liability company; RB LAND LLC ("RB Land"), an Arizona limited liability company; CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS (the "LDS Church"), a Utah corporation sole; and SREP MARANA RETAIL ASSOCIATES II LLC ("SREP Marana"), a Delaware limited liability company. Jeito, SREP Tucson, RB Land, the LDS Church, and SREP Marana are collectively referred to as the "Developer." The Town and the Developer are collectively referred to in this Agreement as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. On March 1, 2005, the Town's Mayor and Council created the Sanders Grove Specific Plan by its adoption of Marana Ordinance No. 2005.09, recorded in the office of the Recorder of Pima County, Arizona, at Docket 12502, Page 1968 (Sequence 20050430598) and re-recorded in the office of the Recorder of Pima County, Arizona, at Docket 12571, Page 2703 (Sequence 20051120588).

B. The Sanders Grove Specific Plan governed the development of approximately 845 acres of land consisting of a portion of Sections 17 and 20, Township 11 South, Range 11 East, located west of Sanders Road, south of Hardin Road, east of Wentz Road, and north of Marana Road (the "Subject Property").

C. In furtherance of the development of the Subject Property, on May 17, 2005, the Town and DM Marana Land Investors, LLC, an Arizona limited liability company, with the express written consent of the LDS Church (the then-owner of the Subject Property), entered into the Sanders Grove Development Agreement (the "Original SG DA"), recorded in the office of the Recorder of Pima County, Arizona, at Docket 12559, Page 2498 (Sequence 20051000649).

D. The Subject Property is legally described in Exhibit A attached to the Original SG DA and in Exhibit A attached to Marana Ordinance No. 2005.09 as re-recorded in the office of the Recorder of Pima County, Arizona, at Docket 12571, Page 2703 (Sequence 20051120588).

E. On May 19, 2015, the Town's Mayor and Council approved amendments to the Sanders Grove Specific Plan by the adoption of Marana Ordinance No. 2015.013, recorded in the office of the Recorder of Pima County, Arizona, on May 22, 2015, at Sequence 20151420168.

F. Together, all of the entities who constitute the Developer own all of the Subject Property.

G. Rezoning condition 4 of Marana Ordinance No. 2005.09 and rezoning condition 13 of Marana Ordinance No. 2015.013 require Town approval of lot splits.

H. The Subject Property now consists of six individual parcels of land, three of which do not have direct access to existing public roadways.

I. The legal descriptions in the deeds for the division of the Subject Property did not expressly reserve preexisting road rights-of-way of Kirby Hughes Road and Hardin Road, and the Pima County Assessor and Pima County GIS Department currently erroneously show no existing Kirby Hughes Road and Hardin Road through the Subject Property.

J. Non-potable water service to the area that includes the Subject Property is now provided by the Cortaro-Marana Irrigation District (CMID), and not by the Town.

K. The Parties desire to amend the Original SG DA to conform to Marana Ordinance No. 2015.013, to take into account current population and transportation forecasts affecting the Subject Property and the infrastructure currently anticipated to serve the Subject Property, to facilitate the development of the Subject Property consistent with the current mutual preferences of the Parties, to address the existing lot splits, and to clarify certain rights and obligations under the Original SG DA.

L. The Original SG DA as amended by this Amendment is consistent with the Town's general plan and with the amended Sanders Grove Specific Plan, applicable to the Subject Property on the date this Amendment is executed.

AGREEMENT

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

1. Development Review. Paragraph 1.1 ("Development Review") of the Original SG DA is hereby deleted in its entirety. As provided in conditions 1 and 16 of Marana Ordinance No. 2015.013, development of the Subject Property shall comply with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development.

2. Roadway Improvements. Paragraph 2.3 ("Roadway Improvements") of the Original SG DA is hereby deleted in its entirety and replaced with this paragraph 2 ("Roadway Improvements").

2.1. Definitions. The following definitions apply to this paragraph 2 ("Roadway Improvements"):

2.1.1. "Internal subdivision roadway improvements" means onsite and local roadway improvements internal to and serving the Subject Property.

2.1.2. "Regional roadway improvements" means named roadways and roadway improvements identified in this paragraph; specifically, the Marana Road/I-10 Traffic Interchange and the improvements required under paragraphs 2.5, 2.6, 2.7, 2.8, and 2.9 to Marana Road, Sanders Road/shoofly, Kirby Hughes Road, and Hardin Road.

2.2. Internal Subdivision Roadway Improvements. The Developer shall provide and construct all internal subdivision roadway improvements consistent with the requirements and timing for subdivision and development plan improvements as set forth in the then-existing Town ordinances, regulations, and standards.

2.3. Traffic Impact Analysis and Street Phasing Plan. Unless otherwise specified in this Amendment, the timing and scope of construction of regional roadway improvements will be determined by the Town based on the findings of the Town-approved traffic impact analysis (the "TIA"). The TIA will be submitted to the Town for review with the initial subdivision plat for the entire Subject Property as required by paragraph 6 below ("Lot Split Approval") and shall be updated with each new subdivision plat or development plan submittal. The TIA will be based a roadway level of service of no less than "C". While the timing of construction of regional roadway improvements may be modified by the findings of a TIA, the Developer shall only be required to construct regional roadway improvements specified in this Amendment. In no event shall the Developer have any obligation to construct or pay for any transportation or roadway improvements of any nature other than the internal subdivision roadway improvements and the regional roadway improvements and no Town approvals or permits requested by the Developer shall be conditioned on such improvements being constructed.

2.4. Marana Road/I-10 Traffic Interchange. On or before issuance of the first building permit for the first habitable structure on the Subject Property, the Developer shall contribute to the Town $400,000, which the Town shall apply to paying the cost to design, construct or otherwise improve the circulation to the Marana Road/I-10 traffic interchange consistent with approved Arizona Department of Transportation (ADOT) plans and specifications. At the Town's discretion, the Developer's contribution may also be used to improve pedestrian safety, landscape and/or beautify the Marana downtown area. The Developer shall have no obligation to construct or to further contribute to the costs of the Marana Road/I-10 traffic interchange improvements.

2.5. Shoofly. On or before issuance of the first building permit for the first habitable structure on the Subject Property, the Developer shall dedicate the necessary right-of-way for and shall construct the first phase of a shoofly connection roadway from Marana Road to the Interstate 10 Frontage Road along the Sanders Road alignment. This first phase shoofly connection roadway will be to rural roadway standards (e.g., no sidewalks, no curbing, no median, with minimum asphalt thickness). On or before issuance of a building permit for the 500th residence on the Subject Property, the Developer shall upgrade the shoofly roadway to a two-lane urban cross-section pursuant to Town standards. At the Developer's option, all or any portion of the first phase shoofly connection roadway may be designed and built to meet the Town's requirements for a two-lane urban cross-section. The design of the roadway may be amended by

agreement between the Parties to be consistent with the then-current Road Network/Proposed Major Routes map, the current version of which can be found at map 6.1.A of the 2010 General Plan as revised by Marana Resolution No. 2015-037.

2.6. Marana Road. The Developer shall comply with the following obligations regarding Marana Road:

2.6.1. On or before the Town's issuance of a final inspection or certificate allowing occupancy of the first habitable structure on the Subject Property, the Developer shall have constructed all transportation improvements necessary for safe access at the main entrance to the Subject Property along Marana Road. This may include, if warranted based upon the TIA, deceleration lanes and/or creation of a signalized intersection at the main entrance.

2.6.2. Unless required earlier by the TIA, on or before the Town's issuance of a final inspection or certificate allowing occupancy of the 500th residence on the Subject Property, the Developer shall complete construction of improvements to Marana Road from Wentz Road to Sanders Road (along the Subject Property frontage). The improvements shall consist of adding two additional lanes with a median to the existing two lanes on Marana Road.

2.6.3. If supported by the TIA, the Developer may delay the improvements to Marana Road between the Sanders Grove entrance and Wentz Road until no later than the Town's issuance of a final inspection or certificate allowing occupancy of the 1000th residence on the Subject Property.

2.7. Kirby Hughes Road. When required by the TIA, the Developer shall construct improvements to Kirby Hughes Road from Sanders Road to Wentz Road to a two-lane urban cross-section pursuant to Town standards with a maximum 90-foot right-of-way along its current alignment. Twenty-foot-wide linear landscape buffers will be placed on both sides of Kirby Hughes Road. The design of the roadway and right-of-way may be amended by agreement among the Parties to be consistent with the TIA and the then-current Road Network/Proposed Major Routes map, the current version of which can be found at map 6.1.A of the 2010 General Plan as revised by Marana Resolution No. 2015-037.

2.8. Marana Road at Sanders Road Intersection. The Developer shall signalize the intersection of Marana Road and Sanders Road in accordance with Town standards pursuant to the TIA.

2.9. Hardin Road. When required by the TIA, Developer shall construct improvements to Hardin Road along the northern boundary of the Property within the existing 60-foot right-of-way. The roadway shall be improved to a two-lane rural cross-section pursuant to then-current Town standards.

3. Development Impact Fees. As provided by Arizona Revised Statutes section (A.R.S. §) 9-463.05, the cost of any improvements constructed by the Developer or for which the Developer pays the cost thereof and for which the Town then has or hereafter adopts a development impact fee shall be credited against the applicable impact fees payable for development within the Subject Property. The credit shall be given to the party constructing the improvements or paying the cost of the improvements and may be assigned by such party to any party paying the impact fees within the Subject Property. Unless the Developer notifies the Town otherwise, the Town shall

be entitled to assume that any party paying the impact fees within the Subject Property is entitled to the credit.

4. Recreation, Parks, and Trails. Paragraphs 2.6 ("Onsite Private Recreational Facilities") and 2.7 ("Public Park/Trail System") of the Original SG DA are hereby deleted in their entirety. The Developer shall comply with the Sanders Grove Specific Plan as amended by Marana Ordinance No. 2015.013 (see, particularly, section M "Open Space, Recreation, Parks and Trails Concept" beginning at page III-20), and with condition 14 of Marana Ordinance No. 2015.013.

5. Non-Potable Water. The portions of paragraph 2.1 ("Water Utilities") of the Original SG DA relating to non-potable water service are hereby deleted. Any rights or obligations of the Developer regarding the provision of non-potable water service at the Subject Property shall conform to the requirements, if any, of CMID.

6. Lot Split Approval. No further lot splits of the Subject Property shall occur, and no permits or approvals of any kind for any development anywhere on the Subject Property shall be given, unless and until a subdivision plat for the entire Subject Property is first submitted to and approved by the Town and recorded, providing internal roads and other subdivision infrastructure to all individual lots or blocks of the subdivision in accordance with then-current Town subdivision requirements.

7. Existing Lot Splits. Nothing in this Amendment shall be interpreted as Town approval of the existing lot splits of the Subject Property or Town waiver of State of Arizona subdivision requirements.

8. Correction of Pima County Mapping. The Parties shall work together in good faith to correct Pima County Assessor and Pima County GIS Department records to show the preexisting 90-foot Kirby Hughes Road public right-of-way and the preexisting 60-foot Hardin Road right-of-way through the Subject Property, including, if necessary, the Developer's immediate dedication of such rights-of-way to the public.

9. Binding Effect. All of the entities who constitute the Developer are jointly and severally obligated by the terms of the Original SG DA as amended by this Amendment. A Party is not relieved of any joint and several obligation by its inability to perform an obligation of the Original SG DA as amended by this Amendment resulting from that Party's lack of property rights in the particular part of the Subject Property where the obligation must be carried out.

10. Developer's Representative. The Developer's representative for purposes of Article 4 ("Cooperation and Alternative Dispute Resolution") of the Original SG DA shall be Randall M. Bury.

11. Term. This Amendment shall become effective (the "1st Amendment Effective Date") on the effective date of the Town resolution approving its execution on behalf of the Town. Notwithstanding the termination date set forth in paragraph 8.1 of the Original SG DA, the Original SG DA as amended by this Amendment shall automatically terminate and shall thereafter be void for all purposes on the twentieth anniversary of the 1st Amendment Effective Date, unless sooner terminated by the mutual consent of the Parties.

12. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

13. Interpretation. This Amendment has been negotiated by the Town and the Developer, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Amendment for or against any Party.

14. Recordation. The Town shall record this Agreement in the office of the Pima County Recorder after it has been executed by the Parties.

15. 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.

16. Effect on the Original SG DA. Except to the extent modified, clarified, and reconciled by this Amendment, the Original SG DA remains in full force and effect.

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

THE "TOWN":

THE TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

THE "DEVELOPER":

THE JEITO FOUNDATION, a tax-exempt charitable trust

By: _____
John M. Barger, Trustee

SREP TUCSON II ASSOCIATES LLC, a Delaware limited liability company

By: SOUNDVIEW REAL ESTATE PARTNERS IV LLC, a Delaware limited liability company, its sole member

By: _____
Nicholas D. Newman, Managing Member

RB LAND LLC, an Arizona limited liability company

By: _____
Randall M. Bury, Manager

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole

By: _____
Dale Jones, Authorized Signor

SREP MARANA RETAIL ASSOCIATES II LLC, a Delaware limited liability company

By: RB LAS VEGAS LAND VENTURES 3, LLC, a Nevada limited liability company, its sole member

By: RB LAND LLC, an Arizona limited liability company, its Manager

By: _____
Randall M. Bury, Manager

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2016, by John M. Barger, Trustee of THE JEITO FOUNDATION, a tax-exempt charitable trust, on its behalf.

(Seal)

_____
Notary Public

STATE OF _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2016, by Nicholas D. Newman, Managing Member of SOUNDVIEW REAL ESTATE PARTNERS IV LLC, a Delaware limited liability company, the sole member of SREP TUCSON II ASSOCIATES LLC, a Delaware limited liability company, on its behalf.

(Seal)

_____
Notary Public

STATE OF _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2016, by Randall M. Bury, Manager of RB LAND LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal)

_____
Notary Public

STATE OF _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2016, by Dale Jones, the authorized signor on behalf of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole, on its behalf.

(Seal)

_____
Notary Public

STATE OF _____)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____, 2016, by Randall M. Bury, Manager of RB LAND LLC, an Arizona limited liability company, Manager of RB LAS VEGAS LAND VENTURES 3, LLC, a Nevada limited liability company, sole member of SREP MARANA RETAIL ASSOCIATES II LLC, a Delaware limited liability company, on its behalf.

(Seal)

_____
Notary Public

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: D_K
DEPUTY RECORDER
7864 PE3

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
13251 N LON ADAMS RD
MARANA AZ 85653

DOCKET: 12559
PAGE: 2498
NO. OF PAGES: 16
SEQUENCE: 20051000649
05/24/2005
AG 15:21

MAIL

AMOUNT PAID $ 13.50

SANDERS GROVE DEVELOPMENT AGREEMENT
TOWN OF MARANA, ARIZONA

SANDERS GROVE DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS DEVELOPMENT AGREEMENT ("this Agreement") is made by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and DM MARANA LAND INVESTORS, LLC, an Arizona limited liability company (the "Developer"). The Town and the Developer are collectively referred to in this Agreement as the "Parties," and are sometimes individually referred to as the "Party."

RECITALS

A. The Developer has an interest in approximately 835 acres of land located in the Town limits, as depicted on the map attached as Exhibit "A" and legally described on Exhibit "B" (the "Property"). Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole, owns the Property, and has consented to the recordation of this Agreement on the Property.

B. The following are among the development regulations that now apply to the Property:

i) The Northwest Marana Area Plan ("NMAP")

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

iii) The Sanders Grove Specific Plan as adopted by the Town on March 1, 2005 (the "Specific Plan").

C. The Developer and the Town desire that the Property be developed in a manner consistent with the development regulations that now apply to the Property, as amplified and supplemented by this Agreement.

D. The Town and the Developer acknowledge that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the Town and its residents.

E. The Developer has made and by this Agreement will continue to make a substantial commitment of resources for public and private improvements on the Property.

F. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05.

G. This Agreement is consistent with the portions of the Town's General Plan applicable to the Property.

AGREEMENT

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

Article 1. Development Plans.

1.1. Development Review. The Property shall be developed in a manner consistent with the development regulations that now apply to the Property and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Property. The residential design standards contained in the Specific Plan shall govern single-family residential development on the Property and shall control in place of the residential design standards contained in Town Development Code Section 08-06 as currently in effect or as may be amended, superceded, or supplemented in the future. Upon the Developer's compliance with the applicable development review and approval procedures and substantive requirements of the development regulations that now apply to the Property, the Town agrees to issue such permits or approvals for the Property as may be requested by the Developer

1.2. Determination of No Hazard to Air Navigation. For those portions of the Property located within 20,000 feet (3.8 miles) of Marana Northwest Regional Airport, the Developer shall submit an FAA-7460 form to the Federal Aviation Administration and receive a "Determination of No Hazard to Air Navigation" from the Federal Aviation Administration before any construction or alteration of greater height than an imaginary surface extending outward and upward at a 100 to 1 slope for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of the Airport.

1.3. Archaeological/Historic Resources. Development of the Property shall meet all Town requirements set forth in Title 2 and Title 20 of the Marana Development Code related to Archeological and Historic Resources.

1.4. Site Built Construction and Building Permits. All construction on any portion of the Property, whether sold in bulk or individually, whether subdivided or not, shall be site built and shall require building permits.

Article 2. On-Site Infrastructure.

2.1. Water Utilities. Prior to the approval of the first final plat for the Property, the Developer shall prepare a Water Master Plan for the Property and shall enter into a Water Service Agreement with the Marana Municipal Water Company ("MMWC") for potable and non-potable systems which sets forth the various agreements of the Parties relating to, among other things, the interconnection and main extension from the existing water system, and the development, construction, dedication, ownership, and design of the water system, including necessary storage and well(s) necessary to serve the Property. The parties intend that MMWC will own the potable and non-potable water systems, that MMWC will provide potable water service to the Property, and that MMWC will provide non-potable water service to the Property (through the non-potable water system constructed by the Developer and dedicated to MMWC).

2.1.1. Transfer of Grandfathered Water Rights. The Developer shall transfer to the Town, as prescribed by the Arizona Department of Water Resources, the Irrigation Grandfathered Rights (IGR) water rights on lands deeded to the Town pursuant to the

Certificate of Grandfathered Water Rights. On lands not deeded to the Town, extinguishment credits will be transferred to the Town on appropriate Department of Water Resource form, except as may be needed for irrigation and/or water features on the Property. In exchange, the Town shall provide designation of assured water supply and water service to the Property.

2.1.2. Non-potable Water Supply. The Developer intends to contract with MMWC for the non-potable water supply necessary to serve the Property. Such non-potable water will be conveyed by MMWC through the MMWC non-potable transmission system constructed by the Developer pursuant to the Water Service Agreement.

2.1.3. Storage of Non-Potable Water. The Developer shall construct and dedicate to the Town, and thereafter the Town shall operate and maintain, any alternative agricultural storage basins required for development of the Property pursuant to the Specific Plan and located in a public park or open space or that serve as a regional non-potable water storage area. The Developer also may construct alternative agricultural storage basins within private common areas on the Property, but the Developer solely is responsible for the operation and maintenance of such basins.

2.2. Wastewater. The Developer shall construct the necessary on-site sewer collection and transmission system to serve the Property. The sewer system shall be in conformance with, and subject to, the requirements of Pima County Wastewater Management and the Town, and shall be designed and constructed at no cost to the Town. The Developer will construct any necessary off-site trunk sewer lines necessary to serve the Property.

2.3. Roadway Improvements. The Town currently is updating the circulation element of the NMAP ("Circulation Element"). If the Specific Plan is inconsistent with the updated Circulation Element, then the Town and the Developer agree to pursue an administrative or legislative amendment, as may be necessary, of the Specific Plan so that the Specific Plan is consistent with the updated Circulation Element. After the Town adopts the updated Circulation Element and any Specific Plan amendment required by this Section, and pursuant to the Sanders Grove Preliminary Traffic Analysis dated September 28, 2004 and prepared by Curtis Lueck & Associates, the Developer shall submit a Traffic Impact Analysis ("TIA") for the Property concurrently with submittal of the first block or preliminary plat for the Property. The TIA shall be reviewed by Town staff. The timing and scope of construction of the road improvements will be determined by Town staff based on the findings of the TIA. The Developer shall be responsible only for the construction of the road improvements required by the TIA and this Agreement ("Road Improvements").

2.3.1. Marana Road. Notwithstanding the timing of construction identified by the TIA, prior to the issuance of the 500th building permit for development on the Property, the Developer shall complete construction of improvements to Marana Road from Interstate 10 on the east to the western-most entrance to the Property. The improvements shall consist of a four-lane cross-section, with a transition to a two-lane cross-section west of the westernmost entrance, including a left-turn lane for eastbound traffic into the westernmost entrance, and any other traffic safety improvements required by the TIA. The actual design will be determined as part of the updated Circulation Element.

2.3.2. Sanders Road. The Developer shall construct improvements to Sanders Road north from Marana Road to the Interstate 10 frontage road. The Developer shall dedicate one-half

of the right-of-way necessary for Sanders Road. The right-of-way width and roadway design will be established as part of the updated Circulation Element and the TIA.

2.3.3. Kirby Hughes Road. The Developer shall construct improvements to Kirby Hughes Road from Sanders Road to Wentz Road with a maximum 90-foot right-of-way along it current alignment. Twenty-foot-wide linear landscape buffers will be placed on both sides of Kirby Hughes Road. The roadway will be improved to a two-lane urban cross-section pursuant to Town standards. The design of the roadway and right-of-way may be amended by agreement to be consistent with the updated Circulation Element and the TIA.

2.3.4. Hardin Road. The Developer shall construct improvements to Hardin Road along the northern boundary of the Property within the existing 60-foot right-of-way. The roadway will be improved to a two-lane rural cross-section pursuant to Town standards.

2.3.5. Development Impact Fees. The Developer shall pay the then-applicable development impact fee for transportation improvements, but pursuant to the provisions of Ordinance 2005.09, shall receive credits and/or reimbursements (at the Developer's option) against such fee for the cost to design and construct the improvements to Marana Road and Sanders Road and shall receive credits for the right-of-way necessary for the improvements to Marana Road and Sanders Road. Notwithstanding the foregoing, the cost to design and construct the improvements to Marana Road west of the westernmost entrance to the Property are not eligible for credit or reimbursement against the development impact fee for transportation improvements, as such improvements are not permanent. If Kirby Hughes Road, Hardin Road or any other road is identified by the updated Circulation Element or the TIA as being an arterial roadway, then the Town shall revise the Northwest Marana Roadway Development Impact Fee Report, on which the development impact fee for transportation fee is based, to include such roads as eligible for credits and/or reimbursements, and the Developer shall receive credits and/or reimbursements (at the Developer's option) against the then-applicable development impact fee for transportation improvements, as well as credits for the right-of-way necessary for such improvements.

2.4. Fire Protection. Before a certificate of occupancy is issued for any dwelling unit on the Property, the Developer shall have completed or shall provide evidence to the Town's satisfaction that Developer has made a diligent effort to complete the process of having the Property annexed into a fire district.

2.5. School Land. The Developer shall contribute a School Improvement Contribution Fee of $1,200 per residential lot, payable to the Marana Unified School District ("District"), and subject to the terms and conditions of a separate agreement by and between the District and the Developer. The separate agreement may document terms and conditions of the dedication of school sites, construction of schools on such sites, and/or the payment of a fee in lieu of site dedication; such separate agreement shall control over this Section 2.5. The separate agreement shall be submitted to the Town concurrently with the submittal of the block plat or first preliminary plat.

2.6. Onsite Private Recreational Facilities. Within each platted block or parcel, private recreational facilities shall be constructed on a site of not less than 185 square feet per residential unit. Site and facility design shall be approved by the Town Parks & Recreation Director and Planning Director.

2.7. Public Park/Trail System. The Developer shall dedicate a minimum of 6 acres of developable park land per thousand residents at 2.67 people per residential unit to the Town for public park facilities and trail system. The Developer shall arrange for the design and construction of public park and trail improvements in coordination with the Town Parks Department with a value of at least $1,000 per residential unit ("Park Improvements"). The Park Improvements shall include a neighborhood park adjacent to Interstate 10 as shown on the Specific Plan ("Neighborhood Park"). Upon completion and dedication by the Developer of the Park Improvements, the Town will formally accept and maintain the Park Improvements. The Developer shall pay the then-applicable development impact fee for park improvements, but pursuant to the provisions of Ordinance 2005.09, shall receive credits and/or reimbursements (at the Developer's option) against such fee for the cost to design and construct the Neighborhood Park and eligible public trail system elements and credits against such fee for the land dedicated for the Neighborhood Park and eligible public trail system elements.

2.7.1. Phasing of Improvements. The Park Improvements may be constructed in phases as the Property is developed, and in approximate proportion to the amount of the Property developed. Notwithstanding the foregoing, the Park Improvements shall be complete upon completion of development of seventy-five percent of the Property acreage. If the Developer is not in compliance with this Section 2.7.1, then the Town may withhold building permits for development on the Property until the Developer completes construction of the necessary Park Improvements.

2.8. Compliance with State and Federal Laws and Regulations. No approval, permit or authorization of the Town authorizes the Developer to violate any applicable federal or state laws or regulations, or relieves the Developer from the responsibility to ensure compliance with all applicable federal and state laws and regulations, including but not limited to the Endangered Species Act and Clean Water Act.

Article 3. Right-of-Way and Financing

3.1. Acquisition and Abandonment of Rights-of-Way. The Developer will use commercially reasonable efforts to acquire from private property owners any and all necessary property rights for the construction of off-site infrastructure improvements required by this Agreement or the Specific Plan. The Town shall not require the Developer to construct or install any off-site infrastructure improvements unless the Developer has acquired the necessary property rights pursuant to this Section 3.1 or, if the Developer is unsuccessful in acquiring such property rights, unless the Town exercises its power of condemnation to acquire the necessary property rights. If the Town exercises its power of condemnation pursuant to this Section, the Developer shall pay all costs of condemnation, including but not limited to the condemnation award to the property owner(s), costs of litigation, and reasonable attorneys' fees. If the Town settles a condemnation lawsuit, the Developer shall pay the settlement costs, provided that such costs, inclusive of the payment for the property, do not exceed 120% of the appraised value for such property without the approval of the Developer. The settlement costs shall be eligible for credits against the development fee for transportation improvements if the property right acquired is necessary for the construction of an arterial roadway. The Town shall, at the sole cost of the Developer, reasonably consider abandonment of any unnecessary public rights-of-way or easements currently located on the Property and not otherwise used or required by other members of the public.

3.2. Responsibility for Financing Infrastructure Improvements. Upon request of the Developer, the Town staff shall process any request for a Community Facilities District ("CFD") pursuant to A.R.S. § 48-701, *et seq.* and the Town's Guidelines for Establishment of Community Facilities Districts, and the Town Council shall reasonably consider such request for a CFD.

Article 4. Cooperation and Alternative Dispute Resolution.

4.1. Appointment of Representatives. To further the commitment of the Parties to cooperate in the progress of the Development, the Town and the Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Development Services Administrator, and the initial representative for the Developer shall be Mark Weinberg or a replacement to be selected by the Developer. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

4.2. Timing. The Town acknowledges the necessity for timely review by the Town of all plans and other materials (the "Submitted Materials") submitted by the Developer to the Town under this Agreement or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its best efforts to accomplish such timely review of the Submitted Materials whenever possible.

4.3. Default; Remedies. If either Party defaults (the "Defaulting Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Non-Defaulting Party") shall be entitled to give written notice in the manner prescribed in Section 7.1 to the Defaulting Party, which notice shall state the nature of the default claimed and make demand that such default be corrected. The Defaulting Party shall then have (i) 20 days from the date of the notice within which to correct the default if it can reasonably be corrected by the payment of money, or (ii) 30 days from the date of the notice to cure the default if action other than the payment of money is reasonably required, or if the non-monetary default cannot reasonably be cured within 30 days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within 30 days and thereafter diligently prosecuted to completion. If any default is not cured within the applicable time period set forth in this Section, then the Non-Defaulting Party shall be entitled to begin the mediation and arbitration proceedings set forth in Sections 4.4 and 4.5 below. The Parties agree that due to the size, nature and scope of the project to be developed on the Property, and due to the fact that it may not be practical or possible to restore the Property to its condition prior to Developer's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the enforcement of this Agreement. This Section shall not limit any other rights, remedies, or causes of action that either party may have at law or in equity.

4.4. Mediation. If there is a dispute under this Agreement which the Parties cannot resolve between themselves, the Parties agree that there shall be a 45 day moratorium on arbitration during which time the Parties agree to attempt to settle the dispute by nonbinding mediation before commencement of arbitration. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. If the Parties cannot

agree upon the selection of a mediator within seven days, then within three days thereafter the Town and the Developer shall request the presiding judge of the Superior Court in and for the County of Pima, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town and the Developer. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate arbitration after the moratorium.

4.5. Arbitration. After mediation (Section 4.4 above), any dispute, controversy, claim or cause of action arising out of or relating to this Agreement shall be settled by submission of the matter by both Parties to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-501 *et seq.*, and judgment upon the award rendered may be entered in a court having jurisdiction.

Article 5. Protected Development Rights/Vested Rights

To establish legally protected rights for the development of the Property in a manner consistent with this Agreement and the development regulations that now apply to the Property and to ensure reasonable certainty, stability and fairness to the Developer and the Town over the term of this Agreement, the Developer and the Town agree that the development regulations that now apply to the Property, as amended by this Agreement, shall remain in effect and shall not be changed for a period of seven years after the execution of this Agreement without the agreement of the Developer. In addition to the foregoing, upon the Developer's completion of construction of the improvements to Marana Road as set forth in Section 2.3.1, the Developer's right to develop the Property with the densities, intensities, and types of land uses contained in the Specific Plan shall be vested for the term of this Agreement. The Town acknowledges that the Specific Plan permits the development of 2500 residential dwelling units.

Article 6. Future Development/Impact Fees

If the Town adopts a development, impact, or other infrastructure fee, however denominated, for infrastructure of the type for which Developer has contributed land or made improvements or paid a voluntary fee pursuant to this Agreement, the Developer shall be entitled to a credit and/or reimbursement (at the Developer's option) for such contributions as set forth in A.R.S. § 9-463.05, Ordinance 2005.09, and this Agreement.

Article 7. Notices and Filings.

7.1. Manner of Serving. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally or sent by registered or certified United States mail, postage prepaid, if to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

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

To the Developer:
Mark Weinberg
c/o Diamond Ventures, Inc.
2200 East River Road, Suite 115
Tucson, Arizona 85741

Article 8. General Terms and Conditions.

8.1. Term. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes on the twentieth anniversary of the Effective Date. If the Parties determine that a longer period is necessary for any reason, the term of this Agreement may be extended by written agreement of the Parties. The Developer shall be entitled to terminate this Agreement if the Town materially impairs the development entitlements on the Property granted by this Agreement.

8.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by the Town or the Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

8.3. Attorneys' Fees. If any Party brings a lawsuit against any other Party to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any breach or default of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court and not the jury.

8.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

8.5. Headings and Recitals. The descriptive headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. The Recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here.

8.6. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

8.7. Further Acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matter contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Property by the Developer and its successors.

8.8. Future Effect.

8.8.1. Time Essence and Successors. Time is of the essence of this Agreement. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors, assigns and legal representative of the Parties, except as provided in Section 8.8.2 below. Notwithstanding the foregoing, to the extent permitted by law, the Developer's rights under this Agreement may only be assigned by a written instrument, recorded in the Official Records of Pima County, Arizona, expressly assigning such rights, and no obligation of the Developer under this Agreement shall be binding upon anyone owning any right, title or interest in the Property unless such obligation has been specifically assumed in writing or unless otherwise required by law. In addition, notwithstanding anything in this Agreement to the contrary, the parties agree that the Developer may assign or transfer its obligations to construct the Road Improvements and the Park Improvements under Sections 2.3 and 2.7 of this Agreement subject to such assignee or transferee having the experience, financial strength, past history and technical ability to perform the obligations of Developer under the above referenced Sections under a commercially reasonable standard. Developer shall provide the Town with thirty (30) days written notice of such assignment. Developer agrees that any transfer of the beneficial interest of Developer, except to a wholly owned subsidiary or affiliated corporation of Developer having the same financial status and resources, shall be an assignment under this Section. In the event of a complete assignment by Developer of all rights and obligations of Developer under this Agreement, Developer's liability under this Agreement shall terminate effective upon the assumption of those liabilities by Developer's assignee.

8.8.2. Termination Upon Sale to End Purchaser or User. This Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user and thereupon such lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

8.9. No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the Town. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement.

8.10. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably request or appropriate to evidence or give effect to the provisions of this Agreement.

8.11. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

8.12. 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.

8.13. Amendments to Agreement. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to

accomplish the goals expressed in the Final Plat and Specific Plan as amended by this Agreement. Within ten days after any amendment to this Agreement, it shall be recorded in the office of the Pima County Recorder by and at the expense of the Party requesting the amendment.

8.14. Names and Plans. The Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, ideas, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Developer in connection with the Property or any plans; provided, however, that in connection with any conveyance of portions of the infrastructure as provided in this Agreement such rights pertaining to the portions of the infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

8.15. Good Standing; Authority. The Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of Arizona and is authorized to do business in the state of Arizona. The Town represents and warrants to the Developer that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

8.16. Severability. If any provision of this Agreement is declared void or unenforceable, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. If a law or court order prohibits or excuses the Town from undertaking any contractual commitment to perform any act under this Agreement, this Agreement shall remain in full force and effect, but the provision requiring the act shall be deemed to permit the Town to act at its discretion, and if the Town fails to act, the Developer shall be entitled to terminate this Agreement.

8.17. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of Section 4.5, requiring disputes to be resolved by binding arbitration.

8.18. Interpretation. This Agreement has been negotiated by the Town and the Developer, and no party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

8.19. Recordation. The Town shall record this Agreement in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Developer.

8.20. No Developer Representations. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall be deemed to obligate the Town or the Developer to complete any part or all of the development of the Property.

8.21. Approval. If any Party is required pursuant to this Agreement to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

8.22. Force Majeure. If any Party shall be unable to observe or perform any covenant or condition of this Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute a default under this Agreement so long as such

Party shall use its best effort to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure," as used in this Section, means any condition or event not reasonably within the control of such party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing Party or Parties, in either case when such course is in the judgment of and unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

8.23. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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: 5-17-05

DEVELOPER:

DM MARANA LAND INVESTORS, LLC, an Arizona limited liability company

By: Diamond Ventures, Inc.
Its: Manager

By:
Its: PRESIDENT

Date: 5/13/05

ATTEST:

Joelyn C. Bronson, Clerk

TOWN OF MARANA CORPORATE SEAL ARIZ. 1977

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on May 13, 2005 by David Goldstein, the President Diamond Ventures, Inc., Manager of DM Marana Land Investors, LLC, an Arizona limited liability company, on behalf of the company.

My commission expires:
Jan 16, 2008

OFFICIAL SEAL PATTIE BLAIR NOTARY PUBLIC-ARIZONA PIMA COUNTY My Comm. Exp. Jan. 16, 2008

Patti Blair
Notary Public

OWNER ACKNOWLEDGMENT AND CONSENT

The undersigned owner of the Property acknowledges and agrees to the recordation of this Agreement on the Property.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: _____

Name: Mark B. Gibbons

Title: Authorized Agent

STATE OF UTAH)
) ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 12th day of May, 2005, by Mark Gibbons, the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, on behalf of the corporation.

Sheryl Featherstone
Notary Public

My Commission Expires:
2/9/2008

SHERYL FEATHERSTONE
NOTARY PUBLIC - STATE OF UTAH
150 E SOCIAL HALL AVE. STE 675
SALT LAKE CITY, UT 84111
My Comm. Exp. 02/09/2008

EXHIBIT A

Parcel 1:

The North half of Section 20 in Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona.

Parcel 2:

That part of the East half of the Northwest quarter of Section 17 in Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwesterly right of way line of the Tucson-Casa Grande Highway, said right of way being described as follows:

Beginning at a point on the North line of said Section 17 from whence the Northwest corner bears South 89° 24' 46" West a distance of 1835.17 feet;

Thence South 50° 29' 00" East a distance of 4512.78 feet to a point on the East line of said Section 17 and the Point of Ending of said line.

Parcel 3:

That part of the Northeast quarter of Section 17 in Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwesterly right of way line of the Tucson-Casa Grande Highway, said right of way being described as follows:

Beginning at a point on the North line of said Section 17 from whence the Northwest corner bears South 89° 24' 46" West a distance of 1835.17 feet;

Thence South 50° 29' 00" East a distance of 4512.78 feet to a point on the East line of said Section 17 and the Point of Ending of said line.

Parcel 4:

That part of the South half Section 17 in Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona, lying South and West of the Southwesterly right of way line of the Tucson-Casa Grande Highway, said right of way being described as follows:

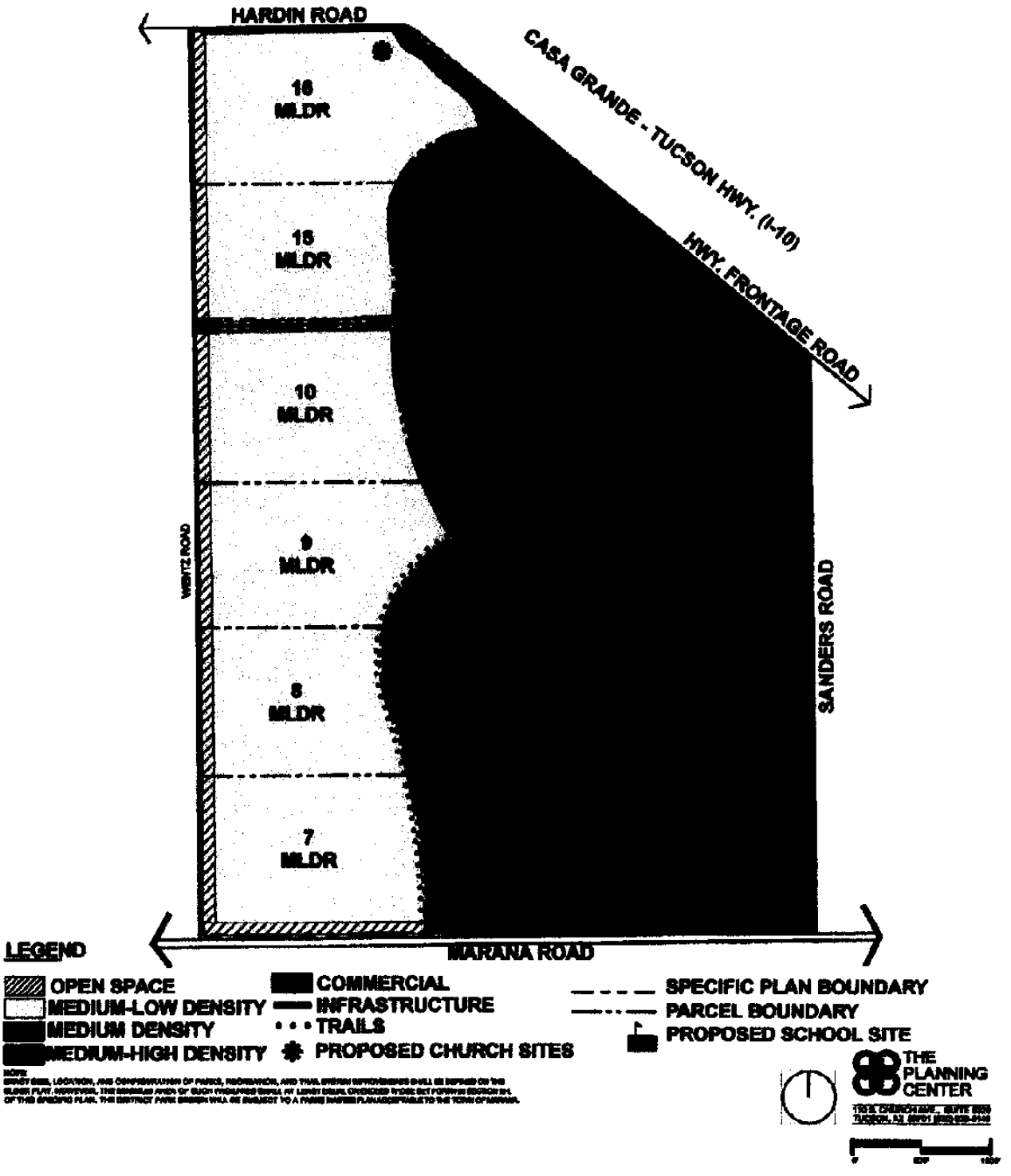
Beginning at a point on the North line of said Section 17 from whence the Northwest corner bears South 89° 24' 46" West a distance of 1835.17 feet;

Thence South 50° 29' 00" East a distance of 4512.78 feet to a point on the East line of said Section 17 and the Point of Ending of said line.

Parcel 5:

The West half of the Northwest quarter of Section 17 in Township 11 South, Range 11 East, Gila and Salt River Meridian, Pima County, Arizona.

EXHIBIT B


HARDIN ROAD
CASA GRANDE - TUCSON HWY. (I-10)
HWY. FRONTAGE ROAD
16 MLDR
15 MLDR
10 MLDR
9 MLDR
8 MLDR
7 MLDR
WEITZ ROAD
SANDERS ROAD
MARANA ROAD
LEGEND
OPEN SPACE
MEDIUM-LOW DENSITY
MEDIUM DENSITY
MEDIUM-HIGH DENSITY
COMMERCIAL
INFRASTRUCTURE
TRAILS
PROPOSED CHURCH SITES
SPECIFIC PLAN BOUNDARY
PARCEL BOUNDARY
PROPOSED SCHOOL SITE
THE PLANNING CENTER

Council-Regular Meeting **A2**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: October 18, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-113: Relating to Development; approving and authorizing the Mayor to execute a First Amendment to Marana Cemetery Development Agreement between the Town of Marana and Marana Mortuary & Cemetery Properties, L.L.C. (Jane Fairall)

Discussion:

In 2009, the Town entered into a development agreement with Marana Mortuary & Cemetery Properties, L.L.C. to facilitate the development of the Marana Mortuary & Cemetery on Barnett Road. The original development agreement is attached to this item as backup material. As a part of the agreement, the developer agreed to contribute toward public improvements, including the future construction of Tangerine Farms Road. The agreement provided that the developer was to dedicate to the Town the easternmost 250 feet of the property for the future construction of Tangerine Farms Road and associated improvements within 120 days of the effective date of the agreement. The developer complied with this requirement of the agreement.

The agreement also required the developer to contribute $366,818 toward the construction of the road, in 10 equal annual payments, beginning on the third anniversary of the effective date of approval of the development plan. Based on this schedule, the first payment was due and payable to the Town as of February 2012; however, the developer did not make any payments to the Town for the road.

The Town has not constructed Tangerine Farms Road and currently has no plans to do so. The proposed development agreement amendment will relieve the Marana Mortuary & Cemetery from its obligation to pay the Town for the road. Instead, the amendment provides that if the Town at any time declares its intention to form an improvement district to finance construction of the road, the cemetery agrees not to protest the formation of the improvement district and shall pay

its fair share through the improvement district.

Financial Impact:

Fiscal Year:	Future
Budgeted Y/N:	N
Amount:	$366,818

The terms of the original development agreement were 10 annual payments of approximately $36,681 for a total contribution of $366,818 toward a future phase of the Tangerine Farms Road. Town staff would work to fund the project in a future budget year through other revenues including, but not limited to, contracting transaction privilege taxes dedicated for road improvements.

Staff Recommendation:

Staff recommends approval of the development agreement amendment.

Suggested Motion:

I move to adopt Resolution No. 2016-113, approving and authorizing the Mayor to execute a First Amendment to Marana Cemetery Development Agreement.

Attachments

Resolution No. 2016-113
Exhibit A to Resolution - DA Amendment
Original Development Agreement

MARANA RESOLUTION NO. 2016-113

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO MARANA CEMETERY DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND MARANA MORTUARY & CEMETERY PROPERTIES, L.L.C.

WHEREAS the Town and Marana Mortuary & Cemetery Properties, L.L.C. (the "Owner/Developer") entered into the "Marana Cemetery Development Agreement" effective January 6, 2009; and

WHEREAS the agreement provides that the Owner/Developer is required to contribute $366,818.00 toward the future construction of Tangerine Farms Road, and to date, the Owner/Developer has not made any payments to the Town for Tangerine Farms Road; and

WHEREAS the Town has not constructed Tangerine Farms Road and has no current plans to do so; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the First Amendment to Marana Cemetery Development Agreement, attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town of Marana.

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 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

FIRST AMENDMENT TO MARANA CEMETERY DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS FIRST AMENDMENT TO MARANA CEMETERY DEVELOPMENT AGREEMENT (this "Amendment") is made and entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and MARANA MORTUARY & CEMETERY PROPERTIES, L.L.C., an Arizona limited liability company (the "Owner/Developer"). The Town and the Owner/Developer are sometimes collectively referred to as the "Parties," each is sometimes individually referred to as a "Party."

RECITALS

A. The Town and the Owner/Developer entered into the "Marana Cemetery Development Agreement" effective January 6, 2009, and recorded in the office of the Recorder of Pima County, Arizona, on January 15, 2009, at Sequence 20090100097 (the "Original Agreement").

B. The Original Agreement provided that the Owner/Developer is required to contribute $366,818.00 toward the future construction of Tangerine Farms Road. The Owner/Developer has not made any payments to the Town for Tangerine Farms Road.

C. The Town has not constructed Tangerine Farms Road and has no current plans to do so.

AGREEMENT

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

1. *Tangerine Farms Road Fair-Share Construction Contribution*. The Original Agreement is hereby amended to delete paragraph 3.2 in its entirety, eliminating the Owner/Developer's obligation to contribute toward the future construction of Tangerine Farms Road.

2. *Improvement District*. The Original Agreement is hereby amended to add new paragraph 3.7 as follows:

> 3.7 Improvement District. If at any time the Town declares its intention to form an improvement district pursuant to Title 48, Chapter 4, Article 2 of the Arizona Revised Statutes (the "Statutory Authority") to finance construction of Tangerine Farms Road, the Owner/Developer agrees not to protest the formation of the improvement district. The Owner/Developer's contribution to any such

improvement district shall be limited to the Owner/Developer's fair share as is normally calculated pursuant to the Statutory Authority. Notwithstanding any statement to the contrary in paragraph 6.1 of this Agreement, the Owner/Developer's obligations pursuant to this paragraph 3.7 shall survive termination of this Agreement.

3. *No Town Obligation*. The Original Agreement is hereby amended to add new paragraph 3.8 as follows:

3.8 No Town Obligation. This Article does not create an affirmative Town obligation to construct Tangerine Farms Road.

4. *Notice and Filings*. The Original Agreement is hereby amended to revise paragraph 6.28 by replacing the Owner/Developer's notice information, as follows:

If to the Owner/Developer:

MARANA MORTUARY & CEMETERY, L.L.C.
c/o Ms. Chris D. Hodgson, Manager
2140 W. Moore Road
Tucson, AZ 85755

5. *Effect*. Capitalized words and phrases in this Amendment shall have the meanings set forth in the Original Agreement as modified by this Amendment, and the terms of the Original Agreement shall continue in full force and effect except as expressly modified by this Amendment.

6. *Term of this Amendment*. This Amendment shall become effective upon its execution by all of the Parties and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes as of the date of termination of the Original Agreement.

7. *Recordation*. As provided in paragraph 6.17 of the Original Agreement, the Owner/Developer shall at its expense record this Amendment in the office of the Pima County Recorder within ten days of its execution by all Parties.

8. *Miscellaneous*.

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

(B) This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and assigns; provided, however, that no assignment of this Amendment shall in any way relieve the assignor of its obligations under this Amendment.

(C) This Amendment 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 Amendment as of the last date set forth below their respective signatures.

The "Town":
TOWN OF MARANA, an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: _____

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

The "Owner/Developer":
MARANA MORTUARY & CEMETERY, L.L.C., an Arizona limited liability company

CHRIS D. HODGSON, its manager

By: _____
Chris D. Hodgson

Date: _____

PAHLMEYER. L.L.C., an Arizona limited liability company, its manager

By: _____
Matthew Scott Stiteler,
as trustee of the Matthew Scott Stiteler Revocable Trust, its member

Date: _____

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Chris D. Hodgson, Manager of MARANA MORTUARY & CEMETERY, L.L.C., an Arizona limited liability company, on behalf of the L.L.C.

(Seal)

_____
Notary Public

STATE OF ARIZONA)
ss
County of _____)

The foregoing instrument was acknowledged before me on _____ by Matthew Scott Stiteler, as trustee of the Matthew Scott Stiteler Revocable Trust, Member of Pahlmeyer, L.L.C., Manager of MARANA MORTUARY & CEMETERY, L.L.C., an Arizona limited liability company, on behalf of the L.L.C.

(Seal)

_____
Notary Public

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: K_O
DEPUTY RECORDER
1861 PE-2

SMARA
TOWN OF MARANA
ATTN: TOWN CLERK
11555 W CIVIC CENTER DR
MARANA AZ 85653

DOCKET: 13475
PAGE: 184
NO. OF PAGES: 15
SEQUENCE: 20090100097
01/15/2009
AG 11:51

MAIL
AMOUNT PAID $ 13.00

MARANA CEMETERY DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

This Development Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and MARANA MORTUARY & CEMETERY PROPERTIES, L.L.C., an Arizona limited liability company (the "Owner/Developer"). The Town and the Owner/Developer are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Owner/Developer owns a vacant parcel of property consisting of approximately 23.49 acres, located immediately north of Barnett Road, with the future right-of-way of Tangerine Farms Road crossing the easternmost 250 feet of the parcel (the "Property").

B. The Owner/Developer intends and desires to develop a new cemetery and mortuary facility (the "Cemetery/Mortuary") on the Property.

C. Establishing clearly defined expectations, rules and regulations is necessary to ensure that the Parties' vision for the ultimate development of the Cemetery/Mortuary can be carried out as construction of the Cemetery/Mortuary occurs in phases over the course of many years.

D. The Property is located on property zoned "A" (Small Lot Zone), and has received the Town of Marana approval of a Significant Land Use Change, prior to the resolution approving and adopting this Agreement.

E. The Property is legally described in Exhibit A attached to this Agreement.

F. The Town and the Owner/Developer desire to establish certain agreements pursuant to A.R.S. § 9-500.05 to facilitate development of the Property by providing for, among other things, the conditions, terms, restrictions, and requirements for development and public infrastructure and the financing of public infrastructure.

G. The development of a Cemetery/Mortuary on the Property is in compliance with the Town's adopted and approved General Plan (as defined in A.R.S. § 9-461).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Background

1.1. Incorporation of the Recitals. The foregoing Recitals are incorporated here by this reference.

1.2. Proposed Uses. The Cemetery/Mortuary consists of a full-service mortuary, crematorium and cemetery facility (which may include mausoleum and other burial facilities), with accessory chapel, flower shop, office and utility/storage uses. Exhibit B attached to this Agreement is a conceptual description of the master site plan for the Cemetery/Mortuary. Owner/Developer shall be allowed to use those areas of land not immediately necessary for the Cemetery/Mortuary as described in the accepted Significant Land Use Change application that consist of uses such as open space commercial uses, such as a commercial nursery, tree farm, continuing the current agricultural use or other uses which maintain an open space character for the area. If a use not considered being of an open space character is proposed, it shall not limit the Owner/Developer from making separate application to the Town for approval of such commercial use.

1.3. Definitions. The following definitions shall apply to this Agreement:

1.3.1. "Development Regulations" is defined in paragraph 2.1 below.

1.3.2. The "Property" is defined in Recital A above and described in Exhibit A attached to this Agreement.

1.3.3. "Public Improvement Costs" means all costs, expenses, fees and charges actually incurred and paid by or on behalf of Owner/Developer to contractors, architects, engineers, surveyors, governmental agencies, other professionals and consultants, and other third parties for materials, labor, planning, design, engineering, surveying, site excavation and preparation, governmental permits and payments, payment and performance bonds, other professional services, and all other costs and expenses related or incidental to and reasonably necessary for, the acquisition, improvement, construction, installation, or provision of the Public Improvements, together with all costs associated with the acquisition of lands, rights-of-way and easements either to be dedicated to the Town or upon which Public Improvements are to be constructed, with Interest as provided in this Agreement.

Article 2. Development of the Property.

2.1. Development Regulations. The development of the Property shall be governed by (i) the Marana Land Development Code, including the written rules, regulations, substantive procedures, and policies relating to development of land, adopted or approved by the Mayor and Council (collectively the "Marana Development Code") in effect on the effective date of this Agreement, (ii) the SLUC approval, and (iii) this Agreement. In the event of any express conflict, the terms of this Marana Development Code shall control over the SLUC approval and this agreement. The requirements of this paragraph are collectively referred to as the "Development Regulations."

2.2. Development Review. The Property shall be developed in a manner consistent with the Development Regulations and this Agreement, which together establish the basic land uses, and the densities, intensities and development regulations that apply to the land uses authorized for the Property. So long as the Owner/Developer does not change the cemetery use and permitted interim uses for a portion of the Property, the Town will not require a new approval process for changes in the site plan. Upon the Owner/Developer's compliance with the applicable development review and approval procedures and substantive requirements of the Development Regulations, the Town agrees to issue such permits or approvals for the development of the Cemetery/Mortuary as may be requested by the Owner/Developer.

2.3. Temporary Access to Barnett Road. The Town shall allow continuous vehicular and utility access from Barnett Road to the Property until vehicular and utility access is provided via Tangerine Farms Road. The Town anticipates that a future drainage channel and linear park will be constructed in the current location of Barnett Road (the "Barnett Channel"), and that Barnett Road will be closed to public vehicular traffic and its right of way converted to Town real property. Consequently, the Town is not obligated to allow vehicular or utility access from the Property to the current location of Barnett Road after Tangerine Farms Road is open to the public. The Owner/Developer shall design and construct the Initial Improvements so that in the future, when permanent vehicular access is provided to the east via the future Tangerine Farms Road, the temporary public vehicular access to Barnett can be terminated. Also the initial utility services will be designed and constructed for future access from Tangerine Farms Road. When the Tangerine Farms Road utility connection is made, the Town will pay for reconnection to the Cemetery/Mortuary. The Owner/Developer will construct their improvements to tie the future connection to Tangerine Farms Road to their property line.

2.4. Drainage. The current natural drainage of the Property is toward the northwest. The Owner/Developer shall design the on-site drainage so that the Property will either drain to the south, to the east via conveyances under Tangerine Farms Road, once Tangerine Farms Road is improved, or retained on-site. Upon completion of the Barnett Channel, the Town shall allow the Property to drain directly to the Barnett Channel. Until the Barnett Channel is completed, the Owner/Developer shall provide on-site drainage retention/detention on the Property in conformance with Northwest drainage requirements on an interim basis until such time as Barnett Channel is available.

2.5. Alternate Development Plans. Nothing in this Agreement shall require the Owner/Developer to construct the Cemetery/Mortuary on the Property. The Owner/Developer shall give the Town written notice of its decision not to pursue the Cemetery/Mortuary use on the Property. Upon receipt of the notice, the SLUC Approval shall be rescinded.

Article 3. Owner/Developer's Contributions for Public Improvements

3.1. Tangerine Farms Road Right-of-Way Dedication. Within 120 days after the effective date of this Agreement, the Owner/Developer shall dedicate to the Town, free and clear of all liens and encumbrances, the easternmost 250 feet of the Property for the future construction of Tangerine Farms Road and associated improvements (Tangerine Farms Road). The dedication of the Right-of-Way by the Owner/Developer is conditioned on the Town's representation that the only use for the dedication is for the future construction of the Tangerine Farms Road. If any of the 250 foot dedicated right-of-way is not used for Tangerine Farms Road it shall be returned to the Owner/Developer at no cost to them.

3.2. Tangerine Farms Road Fair-Share Construction Contribution. The Owner/Developer shall contribute $366,818 toward the construction of Tangerine Farms Road, payable in ten equal annual payments of $36,681.80, beginning on the third anniversary of the effective date of approval of development plan No. DPR-08079, currently under review by the Town and continuing each anniversary thereafter until paid in full. The amount shall be secured by a deed of trust upon the mortuary portion of the Property. The Town will reasonably subordinate the deed of trust to any acquisition or construction financing for the Property. The dedication of the Right-of-Way and payment of the $366,681.80 is the total obligation of Developer for the

Tangerine Farms Road when constructed. This paragraph does not create an affirmative Town obligation to build Tangerine Farms Road. In the event that Tangerine Farms Road is removed from the Town of Marana Major Routes Plan all funds contributed pursuant to this paragraph shall be returned to the Owner/Developer.

3.3. Tangerine Farms Road Construction Cooperation. The Town and the Owner/Developer shall cooperate in the construction of Tangerine Farms Road. The Town shall make every reasonable effort to maintain continuous public access to the Property during construction. The Owner/Developer shall grant reasonable slope and drainage easements and temporary construction easements as necessary for the construction of the Tangerine Farms Road.

3.4. Bank Protection. In compliance with Town Ordinance 99.02, the Developer shall pay $500.00 per acre of affected Property for bank protection. The total obligation of Developer for the Project is $11,745 ($500 x 23.49 affected acres). Full payment shall be made prior to issuance of a grading permit for any portion of the Property

3.5. Water Infrastructure. The Owner/Developer shall provide to the Utilities Director's satisfaction the necessary plans and models that provide the required water main extension for potable and non- potable water, water demand including fire protection modeling and the possibility of participating in storage, booster plant and well needs if the modeling shows the demand requires it.

3.6. CMID Channel. Any undergrounding or modification of the CMID channel that lies between the property and the future Barnett Channel shall occur at no cost to Marana Mortuary & Cemetery Properties L.L.C,. This paragraph does not create an affirmative Town obligation to modify or underground the CMID channel.

Article 4. Owner/Developer's Payment of Development Impact Fees

4.1. Impact Fees. The Town development impact fees adopted by the Town pursuant to A.R.S. § 9-463.05 and currently applicable to the development of the Cemetery/Mortuary are the Gravity Storage and Renewable Water Resource Fee and the Water System Infrastructure Impact Fee, adopted by Marana Ordinance No. 2005.25 and the Wastewater System Development Impact Fee adopted by Marana Ordinance No. 2008.25.

4.2. Other Impact Fees. Except as specifically provided in Article 3 and paragraph 4.1 above, no surcharge, development fees or impact fees, exactions or impositions of any kind whatsoever for water, sewer, utilities, streets or other transportation systems, parks, preserves, storm sewers, public safety or other public services or any other infrastructure cost or expense shall be chargeable to the Owner/Developer or to any owner, lessee or occupant of the Development unless the use of the Property is altered and then only for a portion of the Property for which the use is changed.

Article 5. Cooperation and Alternative Dispute Resolution.

5.1. Appointment of Representatives. To further the commitment of the Parties to cooperate in the progress of the development of the Cemetery/Mortuary, the Town and the Owner/Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Owner/Developer. The initial representative for the Town (the "Town Representative") shall be the General Manager – Development Services, and

the initial representative for the Owner/Developer shall be Jon Aries or a replacement to be selected by the Owner/Developer. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Property.

5.2. Non-Performance; Remedies. If either Party does not perform under this Agreement (the "Non-Performing Party") with respect to any of that Party's obligations under this Agreement, the other Party (the "Demanding Party") shall be entitled to give written notice in the manner prescribed in paragraph 6.28 below to the Non-Performing Party, which notice shall state the nature of the non-performance claimed and make demand that such non-performance be corrected. The Non-Performing Party shall then have (i) twenty days from the date of the notice within which to correct the non-performance if it can reasonably be corrected by the payment of money, or (ii) thirty days from the date of the notice to cure the non-performance if action other than the payment of money is reasonably required, or if the non-monetary non-performance cannot reasonably be cured within thirty days, then such longer period as may be reasonably required, provided and so long as the cure is promptly commenced within thirty days and thereafter diligently prosecuted to completion. If any non-performance is not cured within the applicable time period set forth in this paragraph, then the Demanding Party shall be entitled to begin the mediation and arbitration proceedings set forth in this Article. The Parties agree that due to the size, nature and scope of the development of the Cemetery/Mortuary, and due to the fact that it may not be practical or possible to restore the Property to its condition prior to Owner/Developer's development and improvement work, once implementation of this Agreement has begun, money damages and remedies at law will likely be inadequate and that specific performance will likely be appropriate for the non-performance of a covenant contained in this Agreement. This paragraph shall not limit any contract or other rights, remedies, or causes of action that either Party may have at law or in equity.

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

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

Article 6. General Terms and Conditions.

6.1. Term. This Agreement shall become effective upon its execution by all the Parties and the effective date of the resolution or action of the Town Council approving this Agreement (the "Effective Date"). The term of this Agreement shall begin on the Effective Date and, unless sooner terminated by the mutual consent of the Parties, shall automatically terminate and shall thereafter be void for all purposes, so long as all obligations of the parties have been performed, on the thirteenth anniversary of the Effective Date. If the Parties determine that a longer period is necessary for any reason, the term of this Agreement may be extended by written agreement of the Parties.

6.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver of that right or remedy, and no waiver by the Town or the Owner/Developer of the non-performance of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.3. Attorney's Fees. If any Party brings a lawsuit or arbitration proceeding against any other Party to enforce any of the terms, covenants or conditions of this Agreement, or by reason of any non-performance of this Agreement, the prevailing Party shall be paid all reasonable costs and reasonable attorneys' fees by the other Party, in an amount determined by the court or arbitrator and not by the jury. Nothing in the use of the word "lawsuit" in the preceding sentence shall constitute a waiver of paragraph 5.4 above, requiring disputes to be resolved by binding arbitration.

6.4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.5. Headings. The descriptive headings of this Agreement are intended to be used to assist in interpreting the meaning and construction of the provisions of this Agreement.

6.6. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

6.7. Exhibits. Any exhibit attached to this Agreement shall be deemed to have been incorporated in this Agreement by reference with the same force and effect as if fully set forth in the body of this Agreement.

6.8. Further Acts. Each of the Parties shall execute and deliver all documents and perform all acts as reasonably necessary, from time to time, to carry out the matter contemplated by this Agreement. Without limiting the generality of the foregoing, the Town shall cooperate in good faith and process promptly any requests and applications for plat or permit approvals or revisions, and other necessary approvals relating to the development of the Cemetery/Mortuary.

6.9. Time Essence. Time is of the essence of each and every obligation by the Town and Owner/Developer under this Agreement.

6.10. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties pursuant to A.R.S. § 9-500.05 (D). No assignment,

however, shall relieve either party of its obligations under this Agreement, except that an assignment by Owner/Developer in connection with the transfer of title to the Property shall relieve Owner/Developer of its obligations under this Agreement if the transferee agrees to be fully bound by the provisions of this Agreement. Any assignment by Owner/Developer shall be subject to the approval of the Town, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Owner/Developer may, without the Town's consent, assign this Agreement to any Affiliate of Owner/Developer, or any entity in which Owner/Developer or an Affiliate of Owner/Developer is a managing member or managing partner or any entity in which MARANA MORTUARY & CEMETERY PROPERTIES, LLC are owners. As used in this paragraph, the term "Affiliate" means any entity under common control with Owner/Developer.

6.11. Lender Provisions. Notwithstanding paragraph 6.10 above, the Town is aware that financing for development, construction, and operation of the Cemetery/Mortuary may be provided, in whole or in part, from time to time, by one or more third parties (collectively, "Lender"), and that Lender may request a collateral assignment of this Agreement as part of its collateral for its loan to Owner/Developer. The Town agrees that such collateral assignments are permissible without the consent of the Town. In the event of non-performance by Owner/Developer, the Town shall provide notice of non-performance to any Lender previously identified in writing to the Town at the same time notice is provided to Owner/Developer. If a Lender is permitted under the terms of its agreement with Owner/Developer to cure the non-performance and/or to assume Owner/Developer's position with respect to this Agreement, the Town agrees to recognize the rights of Lender and to otherwise permit Lender to assume such rights and obligations of Owner/Developer under this Agreement. Nothing contained in this Agreement shall be deemed to prohibit, restrict, or limit in any way the right of a Lender to take title to all or any portion of the Property, pursuant to a foreclosure proceeding, trustee's sale, or deed in lieu of foreclosure. The Town shall, at any time upon request by Owner/Developer or Lender, provide to any Lender an estoppel certificate, acknowledgement of collateral assignment, or other document evidencing that this Agreement is in full force and effect, that it has not been amended or modified (or, if appropriate, specifying the amendment or modification), and that no non-performance by Owner/Developer exists under this Agreement (or, if appropriate, specifying the nature and duration of any existing non-performance) and certifying to such other matters reasonably requested by Owner/Developer or Lender. Upon request by a Lender, the Town will enter into a separate assumption or similar agreement with the Lender consistent with the provisions of this paragraph.

6.12. No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owner/Developer and the Town.

6.13. Third Party Beneficiaries. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, organization or corporation not a party to this Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this Agreement. This Agreement is made and entered into for the sole protection and benefit of the Parties and their permitted assigns, and no person other than the Parties and their permitted assigns shall have any right of action based upon any provision of this Agreement.

6.14. Other Instruments. Each Party shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably request or appropriate to evidence or give effect to the provisions of this Agreement.

6.15. Imposition of Duty by Law. This Agreement does not relieve any Party of any obligation or responsibility imposed upon it by law.

6.16. Entire Agreement. This Agreement, including the attached exhibits, 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.

6.17. Amendments. No change or addition shall be made to this Agreement except by a written amendment executed by the Parties. The Parties agree to cooperate and in good faith pursue any amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in this Agreement. Within ten days after any amendment to this Agreement, it shall be recorded in the office of the Pima County Recorder by and at the expense of the Party requesting the amendment.

6.18. Names and Plans. Subject to customary reservations by the architects and other design professionals of copyrights to plans and specifications, the Owner/Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, ideas, designs, and work products of every nature at any time developed, formulated or prepared by or at the instance of the Owner/Developer in connection with the Property or any plans; provided, however, that in connection with any conveyance of portions of the infrastructure as provided in this Agreement such rights pertaining to the portions of the infrastructure so conveyed shall be assigned to the extent that such rights are assignable, to the appropriate governmental authority.

6.19. Good Standing; Authority. The Owner/Developer represents and warrants to the Town that it is duly formed and validly existing under the laws of the state of Arizona. The Town represents and warrants to the Owner/Developer that it is an Arizona municipal corporation with authority to enter into this Agreement under applicable state laws. Each Party represents and warrants that the individual executing this Agreement on its behalf is authorized and empowered to bind the Party on whose behalf each such individual is signing.

6.20. 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.

6.21. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona, and the Parties agree that any litigation or arbitration shall take place in Pima County, Arizona. Nothing in the use of the word "litigation" in the preceding sentence shall constitute a waiver of paragraph 5.4 above, requiring disputes to be resolved by binding arbitration.

6.22. Interpretation. This Agreement has been negotiated by the Town and the Owner/Developer, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

6.23. Recordation. The Town shall record this Agreement in its entirety in the office of the Pima County Recorder no later than ten days after it has been executed by the Town and the Owner/Developer.

6.24. No Owner/Developer Representations. Nothing contained in this Agreement shall be deemed to obligate the Town or the Owner/Developer to commence or complete any part or all of the development of the Property.

6.25. Approval. If any Party is required pursuant to this Agreement to give its prior written approval, consent or permission, such approval, consent or permission shall not be unreasonably withheld or delayed.

6.26. Force Majeure. If any Party shall be unable to observe or perform any covenant or condition of this Agreement by reason of "force majeure," then the failure to observe or perform such covenant or condition shall not constitute an event of non-performance under this Agreement so long as such Party shall use its commercially reasonable efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time. "Force majeure" as used in this paragraph means any condition or event not reasonably within the control of such Party, including without limitation, "acts of God," strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of government of the United States or any state or subdivision thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests, restraints of government and of people; explosions; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is, in the judgment of such Party, unfavorable to a Party shall not constitute failure to use its best efforts to remedy such a condition.

6.27. 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.

6.28. Notices and Filings. All notices, filings, consents, approvals and other communications provided for in or given in connection with this Agreement shall be validly given, filed, made, transmitted or served if in writing and delivered personally, sent via overnight national courier, or sent by registered or certified United States mail, postage prepaid, if to (or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner):

To the Town: Town Manager
TOWN OF MARANA
Marana Municipal Complex
11555 West Civic Center Drive, A3
Marana, Arizona 85653

To the Owner/Developer: Marana Mortuary & Cemetery Properties, LLC
c/o Terramar Properties
2200 EAST RIVER ROAD, SUITE 105
Tucson, AZ 85718

with a copy to: SWAN MANAGEMENT LLC
8261 East Cholla Drive
Tucson, AZ 85718

[Remainder of page intentionally left blank.]

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: 1-6-09

ATTEST:

_____
Jocelyn C. Bronson, Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

OWNER/DEVELOPER:

MARANA MORTUARY & CEMETERY PROPERTIES, L.L.C.,
an Arizona limited liability company

PAHLMEYER. L.L.C., an Arizona limited liability company, its manager

By:_____
Robert A. Morken III,
its administrative member

Date: 1/7/09

The foregoing instrument was acknowledged before me on by Robert A. Morken III, administrative member of PAHLMEYER, L.L.C., an Arizona limited liability company, the manager of MARANA MORTUARY & CEMETERY PROPERTIES, L.L.C., an Arizona limited liability company, on behalf of the LLC.

My commission expires:

_____
Notary Public

Official Seal
NOTARY PUBLIC
STATE OF ARIZONA
County of Pima
VIVIANA RUIZ
My Commission Expires April 24, 2011

LIST OF EXHIBITS

A. Legal description of the Property

B. Conceptual description of the master site plan for the Cemetery/Mortuary

EXHIBIT "A"

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 SOUTH, RANGE 11 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER SECTION CORNER OF SAID SECTION 28;

THENCE NORTH 89 DEGREES 50 MINUTES 16 SECONDS EAST, ALONG THE CENTER SECTION LINE, A DISTANCE OF 334.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 03 MINUTES 08 SECONDS WEST, AND PARALLEL WITH THE NORTH CENTER SECTION LINE, A DISTANCE OF 1316.33 FEET TO A POINT;

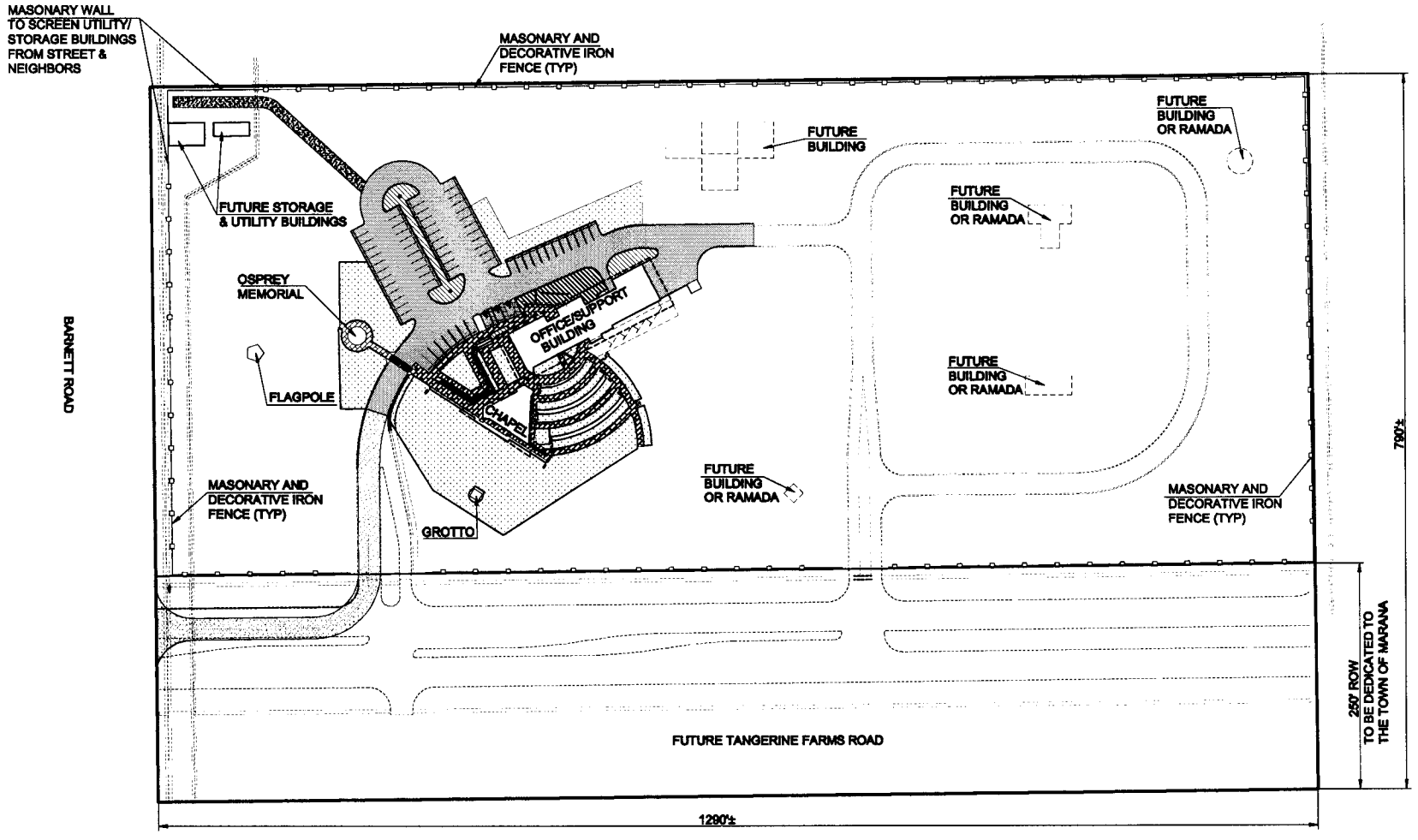
THENCE NORTH 89 DEGREES 52 MINUTES 10 SECONDS EAST, A DISTANCE OF 792.00 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 03 MINUTES 08 SECONDS EAST, A DISTANCE OF 1315.89 FEET TO A POINT;

THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS WEST, A DISTANCE OF 792.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE SOUTH 25 FEET THEREOF.

EXHIBIT B



CONCEPTUAL MASTER PLAN FOR MARANA MORTUARY & CEMETARY

NOTE: RETORT TO BE LOCATED IN EITHER OFFICE/SUPPORT BUILDING OR UTILITY/STORAGE BUILDING.

Baker & Associates Engineering, Inc.

12/4/08

Council-Regular Meeting **A3**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: October 18, 2016

Strategic Plan Focus Area:
Community

Strategic Plan Focus Area Additional Info:
Community Principle Statement 3/ We will invest in a well-managed government that provides reliable services and quality amenities for citizens and businesses. Initiative 12 (part): Align future infrastructure expansion with planned and/or complementary capital improvement projects.

Subject: Resolution No. 2016-114: Relating to Public Works; approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from La Cholla Tangerine, LLC for Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021 (Frank Cassidy)

Discussion:

This is an acquisition for the Tangerine Corridor project. The particulars of this deal are set forth in the acquisition agreement found in the backup materials. Town staff is available to justify and explain the proposed acquisition price and negotiations in an executive session, also scheduled for tonight's agenda in the event the Council requests it.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$177,000 (approximate)

The proposed acquisition amount is $175,000. The closing costs (payable by the Town) are not anticipated to exceed $2,000.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-114, approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from La Cholla Tangerine, LLC for the Tangerine Corridor project.

Suggested Motion:

I move to adopt Resolution No. 2016-114, approving and authorizing the Mayor to sign an Acquisition Agreement & Administrative Settlement and the Town Engineer to execute all other documentation necessary for the purchase of property rights needed from La Cholla Tangerine, LLC for the Tangerine Corridor project.

Attachments

Resolution No. 2016-114

Resolution Exhibit A La Cholla Tangerine AGT

MARANA RESOLUTION NO. 2016-114

RELATING TO PUBLIC WORKS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ACQUISITION AGREEMENT & ADMINISTRATIVE SETTLEMENT AND THE TOWN ENGINEER TO EXECUTE ALL OTHER DOCUMENTATION NECESSARY FOR THE PURCHASE OF PROPERTY RIGHTS NEEDED FROM LA CHOLLA TANGERINE, LLC FOR TANGERINE CORRIDOR/TANGERINE ROAD, TWIN PEAKS TO LA CAÑADA DRIVE, TOWN OF MARANA PROJECT NO. ST021

WHEREAS the Town of Marana is constructing the Tangerine Corridor/Tangerine Road, Twin Peaks to La Cañada Drive, Town of Marana Project No. ST021, (the "Tangerine Road Project"); and

WHEREAS the Town of Marana needs to acquire property rights (the "Needed Property") from La Cholla Tangerine, LLC to construct the improvements needed for the Tangerine Road Project; and

WHEREAS Town staff has negotiated an Acquisition Agreement & Administrative Settlement with La Cholla Tangerine, LLC for acquisition of the Needed Property, the terms of which exceed Town staff's general authority for acquisition of property rights needed for the Tangerine Road Project; and

WHEREAS the Mayor and Council of the Town of Marana find that the acquisition or condemnation of the Needed Property is necessary for the public health, safety and welfare of the citizens of Marana.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, authorizing the Mayor to execute the Acquisition Agreement & Administrative Settlement in substantially the form attached to and incorporated in this resolution as Exhibit A, and authorizing the Town Engineer to execute all other documentation necessary for the purchase of the Needed Property from La Cholla Tangerine, LLC for the Tangerine Road Project.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 18th day of October, 2016.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

MARANA

ENGINEERING DEPARTMENT

ACQUISITION & SETTLEMENT AGREEMENT

This Agreement is made by and between **LA CHOLLA TANGERINE, LLC** (the "Owner"), an Arizona limited liability company, and the **TOWN OF MARANA** ("Marana"), an Arizona municipal corporation. The Owner and Marana are sometimes collectively referred to as the "Parties," either of which is sometimes individually referred to as a "Party."

1. **The Property and Acquisition Amount.** The Owner owns the property currently identified as Pima County Assessor's Parcel Number 224-08-002B, consisting of approximately 11.67 acres at the southeast corner of the intersection of Tangerine Road and La Cholla Boulevard, and referred to in this Agreement as the "Property."

2. **The Project.** Marana is the "Lead Agency" for the construction of the Tangerine Corridor Project, Marana Project Number ST021 (the "Project"), a Pima County Regional Transportation Authority project. The Project consists of the widening and reconstruction of Tangerine Road from Dove Mountain Boulevard/Twin Peaks Road on the west (in the town limits of Marana) to La Cañada Drive on the east (in the town limits of the Town of Oro Valley). The Property is located in the Town of Oro Valley. The property rights being acquired by Marana pursuant to this Agreement will be acquired in the name of the Town of Oro Valley.

3. **The Acquisition.** Marana needs to acquire a permanent public drainage easement (the "Take") from the Property. The Take is described and depicted in the exhibits to the proposed form of Dedication Deed of Easement attached as "Exhibit A" to this Agreement. In lieu of court proceedings to acquire the Take by eminent domain, the Owner agrees to sell and Marana agrees to acquire the Take for the total sum of **$175,000.00** (the "Acquisition Amount"), subject to the terms and conditions set forth in this Agreement.

4. **Risk of Loss for Damage to Improvements.** The Owner shall be responsible for the risk of loss for any and all damage to the improvements (if any) located on the Take prior to close of escrow.

5. **Dedication Deed of Easement.** Upon execution of this Agreement, the Owner shall deposit into Escrow a Dedication Deed of Easement in the form attached as "Exhibit A" to this Agreement, granting to the Town of Oro Valley title to the Take free and clear of all liens and encumbrances.

6. **No Salvage.** The Owner shall not salvage or remove any fixtures, improvements, or vegetation, located within the Take. Personal property may be removed prior to close of escrow.

7. **Escrow and Prorations.** Marana shall pay the Acquisition Amount in full at closing. (a) The date of closing shall be used for proration of rents, property taxes and other similar costs, (b) assessments due for improvement districts shall be paid in full by the Owner prior to closing, and (c) property taxes shall be prorated based upon both the date of closing and the size of the Take. Taxes will be prorated based upon the proportion of the Take to the Owner's entire assessed parcel.

8. **Security Interest.** Monies payable under this Agreement may be due holders of notes secured by mortgages or deeds of trusts ("Lienholders"), up to and including the total amount of unpaid principal, interest and penalty. Those sums shall, upon demand, be paid to the Lienholders. The Owner shall obtain from its Lienholders (if any) releases for transfer of the Take.

9. **Possession and Closing.** Possession of the Take shall be given to Marana at the date of closing. Closing shall occur on or before the later of (a) 45 days after the date this Agreement is approved by the Marana Mayor and Council or (b) 45 days after receipt of all necessary releases or consents from any Lienholder.

10. **Environmental Representations.** Neither Party assumes any obligation of the other Party relating to any potential liability arising from the environmental condition of the Take. Each Party shall remain responsible for its obligations as set forth by law. The Owner hereby represents and warrants that, to the best of its knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or located on the Take or within any surface or subsurface waters thereof; that no underground tanks have been located on the Take; that the Property is in compliance with all federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Take.

11. **Environmental Inspection Rights.** The Owner shall permit Marana to conduct such inspections of the Property as Marana deems reasonably necessary to determine the environmental condition of the Take. If environmental inspections do not specifically identify contamination but indicate a potential for contamination and recommend further testing or inspection, the Parties hereby agree to extend the date of closing to at least 30 days after the report for such additional testing or inspection is completed on behalf of Marana. If any environmental inspection reveals the presence of contamination or the need to conduct environmental clean-up on the Take, the Owner shall remediate all contamination within the Take adequate to bring the Take into compliance with all applicable federal, state or local environmental regulations prior to Closing or Marana may terminate this Agreement.

12. **No Leases.** The Owner warrants that there are no oral or written leases on or affecting all or any portion of the Take.

13. **Broker's Commission.** No broker or finder has been used and Marana shall owe no brokerage or finders' fee related to this transaction. The Owner is responsible to pay all brokerage or finders' fees to any agent it has employed.

14. **Closing Costs.** Marana shall pay expenses incidental to transfer of title, including title reports, recording fees, escrow fees, releases and Owners Title Insurance Policy.

15. **Right of Entry.** This Agreement grants Marana, its employees, agents, and consultants, the right to enter the Take effective as of the date this Agreement is signed on behalf of the Owner. At close of escrow, this right of entry will be replaced by the Take. This right of entry terminates in 180 days if close of escrow has not yet occurred.

16. **No Sale.** The Owner shall not sell or encumber the Take prior to close of escrow.
17. **Conflict of Interest.** This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by government entities for certain conflicts of interest.
18. **Survival of Representation and Warranties.** All representations and warranties contained in this Agreement shall survive close of escrow.
19. **Entire Agreement.** This signed document shall constitute the entire Agreement among the Parties. No modification or amendment to this Agreement shall be binding unless in writing and signed by the Parties. The performance of this Agreement constitutes the entire consideration by Marana, including just compensation for the Take and severance damages to any remainder property and shall relieve Marana of all further obligation or claims relating to the Property for the Take.
20. **Exhibits.** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth in the body of this Agreement.
21. **Compromise and Settlement.** The Parties acknowledge that the Acquisition Amount was agreed upon through compromise and settlement to avoid litigation.
22. **Council Approval.** This Agreement is subject to approval by the Town Council of the Town of Marana.

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

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

By:_____
Ed Honea, Mayor

Date:_____

APPROVED AS TO CONTENT:

By:_____
Keith Brann, Town Engineer

APPROVED AS TO FORM:

_____
Marana Town Attorney

The "OWNER":
LA CHOLLA TANGERINE, LLC, an Arizona limited liability company

By:_____
Dietmar Gann, Member

By:_____
Ursula Gann, Member

By:_____
Tariq A. Khan, Member

By:_____
Rashid A. Khan, Member

DEDICATION DEED OF EASEMENT

(Drainage easement)

LA CHOLLA TANGERINE, LLC ("Grantor"), an Arizona limited liability company, for TEN DOLLARS and other valuable consideration, does hereby grant and dedicate to the TOWN OF ORO VALLEY ("Grantee"), an Arizona municipal corporation, a drainage easement over the following described real property situated in Pima County, Arizona:

SEE LEGAL DESCRIPTION AND DEPICTION ATTACHED TO THIS INSTRUMENT AS EXHIBITS A AND B RESPECTIVELY AND INCORPORATED HERE BY THIS REFERENCE

This drainage easement grants the right to construct and maintain a drainage system upon the described real property, together with the right to forever enter upon the described real property at any and all times to repair and clean said drainage system; providing, however, that no unnecessary damage shall be caused by these entries or repairs.

SUBJECT TO: Existing covenants, conditions, restrictions, rights of way, easements and other matters of record.

IN WITNESS WHEREOF, GRANTOR has caused this Dedication Deed of Easement to be signed by the undersigned duly authorized signers this 4 day of October 2016.

"GRANTOR":
LA CHOLLA TANGERINE, LLC, an Arizona limited liability company

By: _____
Dietmar Gann, Member

By: _____
Ursula Gann, Member

By: _____
Tariq A. Khan, Member

By: _____
Rashid A. Khan, Member

ACCEPTED AND APPROVED BY THE TOWN OF MARANA:

_____
Keith Brann, Town Engineer

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on October 4, 2016, by Dietmar Gann, Member of LA CHOLLA TANGERINE, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal) OFFICIAL SEAL
BRENDA ANN HAYS
Notary Public - Arizona
PIMA COUNTY
My Commission Expires
DECEMBER 1, 2019

Brenda Ann Hays 10/4/16
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on October 4, 2016, by Ursula Gann, Member of LA CHOLLA TANGERINE, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal) OFFICIAL SEAL
BRENDA ANN HAYS
Notary Public - Arizona
PIMA COUNTY
My Commission Expires
DECEMBER 1, 2019

Brenda Ann Hays 10/4/16
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on October 4, 2016, by Tariq A. Khan, Member of LA CHOLLA TANGERINE, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal) OFFICIAL SEAL
BRENDA ANN HAYS
Notary Public - Arizona
PIMA COUNTY
My Commission Expires
DECEMBER 1, 2019

Brenda Ann Hays 10/4/16
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on October 4, 2016, by Rashid A. Khan, Member of LA CHOLLA TANGERINE, LLC, an Arizona limited liability company, on behalf of the LLC.

(Seal) OFFICIAL SEAL
BRENDA ANN HAYS
Notary Public - Arizona
PIMA COUNTY
My Commission Expires
DECEMBER 1, 2019

Brenda Ann Hays 10/4/16
Notary Public

August 26, 2015

EXHIBIT "A"
DRAINAGE EASEMENT
PIMA COUNTY TAX PARCEL 224-08-002B

A portion of the property described in Sequence 20123530103, all documents recorded in the Pima County Recorder's Office, Pima County, Arizona, located in Lot 4 of Section 3, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at the northwest corner of said property, upon the south right-of-way of Tangerine Road and east right-of-way of La Cholla Boulevard per Sequence 20121170673, recorded in the office of the Pima County Recorder, Pima County, Arizona;

THENCE upon the west line of said property, and said east line of La Cholla Boulevard, South 0 degrees 33 minutes 00 seconds East, a distance of 574.27 feet;

THENCE North 36 degrees 42 minutes 51 seconds East, a distance of 144.15 feet;

THENCE North 53 degrees 17 minutes 9 seconds West, a distance of 51.24 feet;

THENCE North 0 degrees 33 minutes 00 seconds West, a distance of 428.49 feet to the north line of said property and the south right-of-way of Tangerine Road;

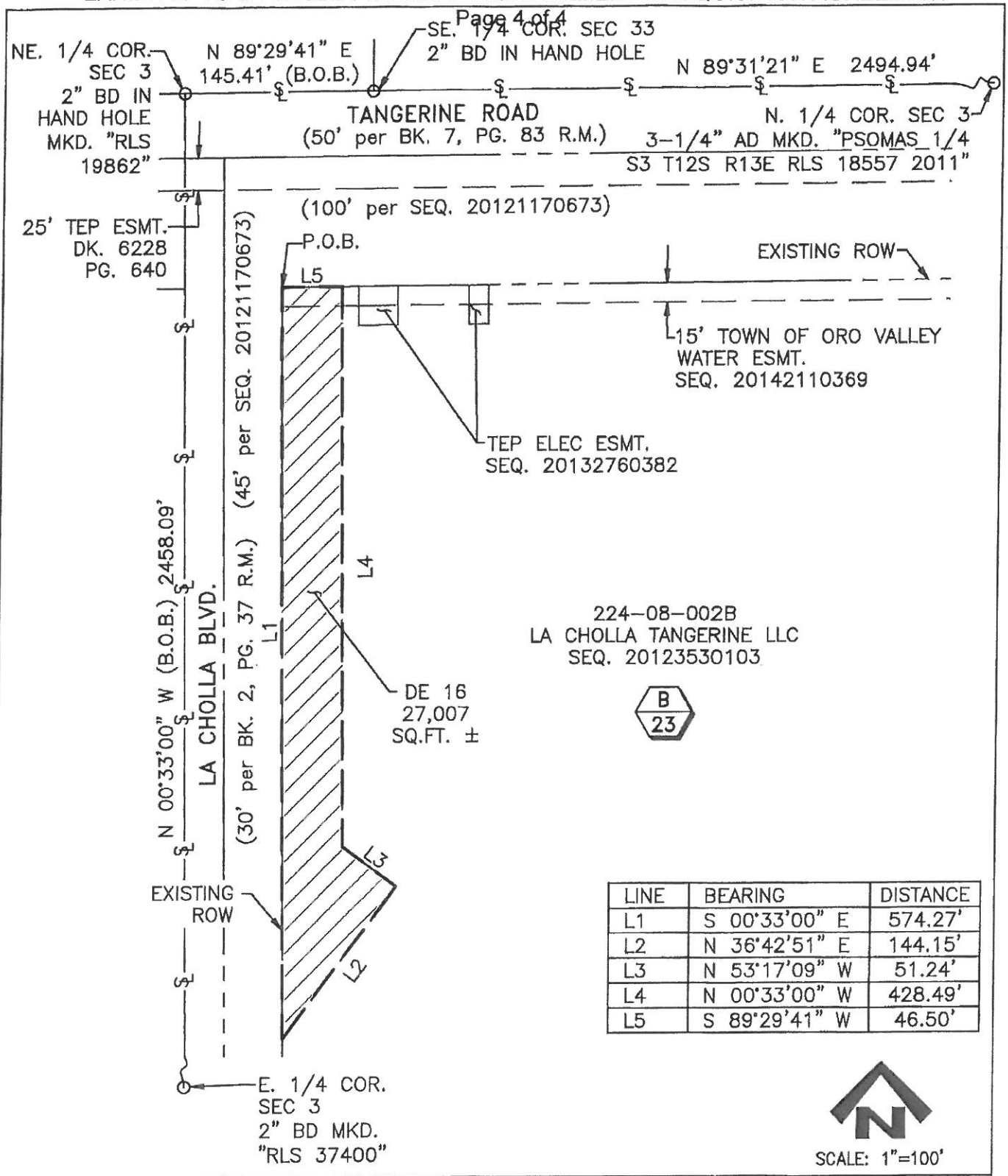
THENCE upon said north line and the south right-of-way, South 89 degrees 29 minutes 41 seconds West, a distance of 46.50 feet to the **POINT OF BEGINNING**.

As a corollary, containing approximately 27,007 square feet.

See Exhibit B attached hereto.
Prepared for the Town of Marana by PSOMAS
Project No. 7TMA130101



EXPIRES 9/30/16
DE-16



LINE	BEARING	DISTANCE
L1	S 00°33'00" E	574.27'
L2	N 36°42'51" E	144.15'
L3	N 53°17'09" W	51.24'
L4	N 00°33'00" W	428.49'
L5	S 89°29'41" W	46.50'

SCALE: 1"=100'

PSOMAS
333 E. Wetmore Road,
Suite 450, Tucson, AZ 85705
Tel(520) 292-2300
7TMA130101

PIMA COUNTY TAX PARCEL 224-08-002B
DRAINAGE EASEMENT
LOT 4, SEC. 3, T12S, R13E
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, AZ

DATE: 7/27/2015 DRAWN BY: CL

DE 16

EXHIBIT 2/2

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Council-Regular Meeting **A4**

Meeting Date: 10/18/2016

To: Mayor and Council

From: Erik Montague, Finance Director

Date: October 18, 2016

Strategic Plan Focus Area:
Progress & Innovation

Subject: Resolution No. 2016-115: Relating to Administration; approving the transfer of up to $35,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to the Technology Services capital equipment and software maintenance accounts for expenses related to video streaming of Town Council meetings (Erik Montague)

Discussion:

Staff presented information on the process and estimated costs of video streaming Town Council meetings at the Council's September 13, 2016 study session. Council directed staff to proceed with the video streaming project. Since this project was not included within the legally adopted fiscal year 2016-2017 budget, staff is seeking Council authorization to move up to $35,000 in budgeted General Fund contingency funds to the Technology Services capital equipment and software maintenance budgeted line items. This authorization would provide for additional capacity for unanticipated costs associated with the implementation of this project.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	Up to $35,000

If approved, the use of up to $35,000 in contingency will not have a material impact on the General Fund budget.

Staff Recommendation:

Staff recommends approval of the transfer of up to $35,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to the Technology Services capital equipment and software maintenance budgeted line items.

Suggested Motion:

I move to adopt Resolution No. 2016-115, approving the transfer of up to $35,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to the Technology Services capital equipment and software maintenance budgeted line items.

Attachments

Resolution No. 2016-115

MARANA RESOLUTION NO. 2016-115

RELATING TO ADMINISTRATION; APPROVING THE TRANSFER OF UP TO $35,000 IN BUDGETED EXPENDITURE AUTHORITY FROM THE GENERAL FUND CONTINGENCY LINE ITEM IN THE FISCAL YEAR 2016-2017 BUDGET TO THE TECHNOLOGY SERVICES CAPITAL EQUIPMENT AND SOFTWARE MAINTENANCE ACCOUNTS FOR EXPENSES RELATED TO VIDEO STREAMING OF TOWN COUNCIL MEETINGS

WHEREAS on June 21, 2016, the Town Council adopted the fiscal year 2016-2017 budgetary document and overall financial plan which set the legal level of budgetary control at the department level for the General Fund and at the fund level for all other funds; and

WHEREAS the Town Council desires to transfer budgeted expenditure authority in the fiscal year 2016-2017 budget of up to $35,000 from the General Fund contingency line item to the Technology Services capital equipment and software maintenance accounts for expenses related to video streaming of Town Council meetings; and

WHEREAS transferring budgeted expenditure authority from the contingency fund of up to $35,000 within fiscal year 2016-2017 will not significantly impact the General Fund; and

WHEREAS reallocations of budgeted expenditure authority between the contingency line item in the General Fund to other line items are necessary from time to time; and

WHEREAS the Council finds that the reallocations addressed by this resolution are 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 transfer of up to $35,000 in budgeted expenditure authority from the General Fund's budgeted contingency line item to the Technology Services capital equipment and software maintenance accounts in the fiscal year 2016-2017 budget for expenses related to video streaming of Town Council meetings is 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 18th day of October, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney