MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, December 6, 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 December 6, 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 under Agendas and Minutes.

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

PC1 A proclamation honoring the service of Marana Police Officer Bryant Brewer (Jocelyn C. Bronson)

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. 2016-129: Relating to Community Development; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2016-2017 Community Development Block Grant Program (Lisa Shafer)

C2 Resolution No. 2016-130: Relating to Personnel; approving one additional paid floating holiday for eligible Town of Marana employees, to be used during the time period of December 23, 2016 through January 3, 2017 (Curry C. Hale)

C3 Approval of the November 15, 2016 Joint Study Session Meeting Minutes with the Marana Town Council and Marana Planning Commission; approval of the November 15, 2016 Regular Council Meeting Minutes; and approval of the November 29, 2016 Special Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

B1 Resolution No. 2016-131: Relating to the Utilities Board; appointing a chair and selecting Council-appointed members to the Town of Marana Utilities Board (John Kmiec)

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2016.023; Relating to Development; Approving a rezoning of approximately 45 acres of land located east of Camino de Manana approximately 1/8 mile south of the Desert Falcon Lane alignment from "R-36" Single-Family Residential to "R-6" Single-Family Residential. (Brian D. Varney)

A2 Resolution No. 2016-132: Relating to Development; approving and authorizing the Mayor to execute the Agreement to Terminate Fianchetto Farms Development Agreement (Frank Cassidy)

A3 Resolution No. 2016-133: Relating to Utilities; approving and authorizing the Mayor to sign an Amended and Restated Intergovernmental Agreement between the City of Tucson and the Town of Marana regarding Tucson Water service within the town limits of Marana (John Kmiec)

A4 Resolution No. 2016-134: Relating to Development; Amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by revising the projects included in the infrastructure improvements plan and shifting the anticipated development impact fee funding among those projects without changing the amount of the fee or the level of service (Frank Cassidy)

A5 Resolution No. 2016-135: Relating to Intergovernmental Relations; adopting a 2017 Town of Marana legislative program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Tony Hunter)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments (Jamsheed Mehta)

D2 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson)

EXECUTIVE SESSIONS

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

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

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

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Council-Regular Meeting **PC1**

Meeting Date: 12/06/2016

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Deputy Town Clerk

Date: December 6, 2016

Subject: A proclamation honoring the service of Marana Police Officer Bryant Brewer (Jocelyn C. Bronson)

Attachments

Proclamation for Bryant Brewer

PROCLAMATION

Honoring Bryant Brewer

WHEREAS Bryant Brewer has served the Marana community as a police officer since December 4, 2000; was promoted to Lead Police Officer in 2011; and takes great pride in building good relationships between the police and the citizens; and

WHEREAS prior to joining the Marana team, Bryant served in the U.S. Air Force from 1980-1988 where he received a number of commendation and achievement medals in law enforcement and security training before being honorably discharged; and

WHEREAS he then commenced a career as a corrections and security officer for a number of law enforcement agencies in Arizona and Bucks County, Pennsylvania where he had returned to take care of his terminally ill mother in 1990; and

WHEREAS Bryant has accumulated nearly 500 hours of industrial security, incipient fire, emergency tactical response, firearms and correctional officer training; and

WHEREAS Bryant and his wife Johanna have raised four children in the Marana community and now plans to relax a little and significantly improve his golf game when he retires on December 30, 2016 in addition to continuing to contribute his talents where needed as he has done throughout his professional life.

NOW, THEREFORE, the Mayor and Council of the Town of Marana recognize the personal and career contributions and exemplary service of **BRYANT BREWER** and wish him continued good health and happiness in the next phase of his life.

Dated this 6th day of December, 2016.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **C1**

Meeting Date: 12/06/2016

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: December 6, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-129: Relating to Community Development; approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2016-2017 Community Development Block Grant Program (Lisa Shafer)

Discussion:

The Community Development Block Grant (CDBG) program, established by Congress in 1974, provides communities with resources to address a wide range of unique community development needs. Administered by the U.S. Department of Housing and Urban Development (HUD), the CDBG program provides annual grant funding, on a formula basis, to 1209 general units of local government and states. HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

Entitlement communities develop their own programs and funding priorities. However, grantees must give maximum feasible priority to activities which benefit low- and moderate-income persons. A grantee may also carry out activities which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

Eligible grantees include: principal cities of Metropolitan Statistical Areas (MSAs); other metropolitan cities with populations of at least 50,000; and qualified urban counties with populations of at least 200,000 (excluding the population of entitled cities). HUD determines the

amount of each entitlement grant by a statutory dual formula which uses several objective measures of community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas. Because the Town does not meet the entitled communities criteria, any CDBG funding received by the Town must be allocated by Pima County. These funds are subject to both the federal CDBG guidelines and the HUD-approved plan developed by Pima County. The Town is able to apply for use of a portion of Pima County's CDBG funding through an annual proposal process.

Earlier this year the Town applied for funding in four specific programs (Colonia Neighborhood Cleanup, Emergency Home Repair, Owner Occupied Housing Rehabilitation and Colonia Neighborhood Re-Investment Program) and for funding to cover the cost of administering programs that address the needs of low-to moderate-income families. Pima County awarded the Town of Marana $94,800 from the 2016-2017 Community Development Block Grant Program. The grant provided funding for Administration ($14,800), Colonia Clean-up ($10,000), Emergency Home Repair ($20,000), Owner Occupied Housing Rehabilitation ($25,000) and Colonia Neighborhood Re-Investment Program ($25,000 for Honea Heights Park construction). This is a significant increase in funding from the 2015-2016 award of $76,700. This award term is from October 1, 2016 to September 30, 2017.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Yes
Amount:	$94,800

This funding does not require any match or leveraged funding. All services will be provided with direct cost reimbursement.

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement with Pima County for the management and implementation of the 2016-2017 Community Development Block Grant Program.

Suggested Motion:

I move to adopt Resolution No. 2016-129, approving and authorizing the Mayor to execute an intergovernmental agreement between Pima County and the Town of Marana for the management and implementation of the 2016-2017 Community Development Block Grant Program.

Attachments

Resolution 2016-129 Approving CDBG IGA with Pima County

Exhibit A-IGA CDBG FY2016-17

MARANA RESOLUTION NO. 2016-129

RELATING TO COMMMUNITY DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE TOWN OF MARANA FOR THE MANAGEMENT AND IMPLEMENTATION OF THE 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS the Town of Marana recognizes the need to provide safe affordable housing and neighborhood infrastructure for its citizens and has applied for Community Development Block Grant (CDBG) funding for these purposes; and

WHEREAS Pima County has been awarded funding from the U.S. Department for Housing and Urban Development under the CDBG program for the 2016-2017 federal fiscal year; and

WHEREAS the Town of Marana has been selected as a sub-grantee through Pima County's proposal process; and

WHEREAS Pima County and the Town of Marana may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. §11-952 *et seq.*; and

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

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

SECTION 1. The intergovernmental agreement between Pima County and the Town of Marana, in substantially the form attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved, and the Mayor is hereby authorized and directed 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 Cooperative Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

PIMA COUNTY COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CONSERVATION DEPARTMENT

Program Name:	Management and Implementation of the Community Development Block Grant (CDBG) Program
Subrecipient:	Town of Marana 11555 W. Civic Center Drive Marana, AZ 85653
DUNS No.:	098034143
Project Description:	Funds will be used for the management of the Town of Marana CDBG Program including: Administration; Colonia Neighborhood Re-investment; Emergency Home Repair; Owner Occupied Housing Rehabilitation; and, Colonia Neighborhood Cleanup activities.
Contract Term:	October 1, 2016 through September 30, 2017
Amount:	$94,800.00
Funding:	U.S. Department of Housing and Urban Development
Federal Contract No.	B-16-UC-04-0502
Award Date:	July 1, 2016

CFDA	Program Description	Nation Funding	Pima County Award
14.218	Community Development Block Grant/Entitlement Communities (CDBG)	FY16 $3,014,354,773.97	$2,613,490.00

Is this a Research and Development Contract: ☐ **Yes** ☒ **No**

This Intergovernmental Agreement is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and Town of Marana, a municipal corporation of the State of Arizona ("Subrecipient").

RECITALS

A. County and Subrecipient may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.

B. Subrecipient is authorized by A.R.S. § 9-500.11 to expend public monies for and in connection with economic development activities.

C. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

D. County applied for and received Community Development Block Grant ("CDBG") funds in the amount of $2,613,490.00 from the U.S. Department of Housing and Urban Development ("HUD"), under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 93-383).

E. Under solicitation number CDNC-10-30-15-CDBG-ESG ("the Community Planning Application"), County sought proposals for programs and activities that would qualify for CDBG funding during Federal Fiscal Year 2016-2017.

F. Subrecipient submitted a response to the Community Planning Application.

G. County has determined that the services or activities proposed in Subrecipient's response to the Community Planning Application are eligible for CDBG funding and in the best interests of the residents of Pima County.

H. On May 3, 2016, the Pima County Board of Supervisors authorized inclusion of Subrecipient's proposal for use of CDBG funds for in the 2016-2017 Annual Action Plan that County submitted to HUD.

I. On May 3, 2016, the Pima County Board of Supervisors passed Resolution No. 2016-32 approving an allocation of CDBG funds to Subrecipient.

J. CDBG funds in the amount of **$94,800.00** have been allocated to Subrecipient for management and implementation of the Town of Marana CDBG Program.

NOW THEREFORE, County and Subrecipient, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

1.0 TERM AND EXTENSIONS

1.1 This Agreement, as awarded by County, will commence on October 1, 2016 and will terminate on September 30, 2017, unless sooner terminated or further extended pursuant to the provisions of this Agreement. County may extend this Agreement for an additional one-year period or any portion thereof if necessary to complete the Program or if required by HUD.

1.2 Except as set forth in Paragraph 1.4 below, any modification or extension of the contract termination date must be by formal written amendment executed by the parties hereto.

1.3 Any amendments to the Agreement must be approved by the County before any services under the amendment commences.

1.4 Minor modifications may be made by written memorandum approved and signed by the Director of the Pima County Community Development and Neighborhood Conservation Department or designee. Minor modifications are changes in the scope, which do not change the specified purpose**,** outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of the County under this Agreement.

1.5 Notwithstanding paragraph 1.1 above, the terms of this Agreement will survive and remain in effect during any period that Subrecipient has control over CDBG funds, including program income.

2.0 SCOPE OF SERVICES

2.1 Subrecipient will:

2.1.1 Provide the County with the services described in the attached **Exhibit A**.

2.1.2 Employ suitably trained and skilled personnel to perform all services under this Agreement.

2.1.3 Perform its duties in a humane and respectful manner and in accordance with any applicable professional standards. Subrecipient must obtain and maintain all applicable licenses, permits and authority required for its performance under this Agreement.

2.1.4 Unless otherwise provided for herein, the personnel delivering Agreement services will:

2.1.4.1 Be employees or volunteers of the Subrecipient;

2.1.4.2 Satisfy any qualifications set forth in this Agreement; and

2.1.4.3 Be covered by personnel policies and practices of Subrecipient.

2.1.5 Obtain and maintain all required licenses, permits and authority required for performance under this Agreement.

2.1.6 Maintain an accounting manual that describes its financial procedures in sufficient detail to ensure that its financial practices are easily understood.

2.1.7 Undertake the same obligations to the County, as the County does to HUD pursuant to the 2016 – 2017 Annual Action Plan and assurances. Subrecipient will hold County harmless against any injury that County may suffer with respect to HUD on account of any failure on the part of Subrecipient to fulfill obligations to HUD.

2.2 Confidentiality. Subrecipient:

2.2.1 Understands that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian.

2.2.2 Will provide access to these files only to persons properly authorized.

2.2.3 Will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services.

2.3 Subrecipient certifies that no individual or agent has been employed or retained to solicit or secure this Agreement for commission, percentage, brokerage or contingent fee except a bona fide employee whose job duties include securing business.

2.4 No program funded under this Agreement may impair existing contracts for services or collective bargaining agreements or be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and employer concerned.

2.5 Subrecipient warrants compliance with the Urban County Intergovernmental Cooperative Agreement between Pima County and the Town of Marana for the Community Development Block Grant Program and HOME Investment Partnership Program, contract CTN-CD-16*187 as amended.

3.0 MONITORING AND EVALUATION

3.1 County will monitor all activities and information sources in the management, fiscal, and services systems of Subrecipient and any subcontracted parties relating to performance of duties and obligations under this Agreement to ensure that Subrecipient is:

3.1.1 Making adequate and acceptable progress in the provision of services;

3.1.2 Maintaining adequate and acceptable systems to document services and expenditures;

3.1.3 Using the funds provided pursuant to this Agreement effectively and efficiently to accomplish the purposes for which funds were made available; and

3.1.4 Pursuant to 24 CFR Part 35, for projects on homes built prior to 1978, comply with regulations for disclosure and lead-safe work practices.

3.2 For monitoring and evaluation, Subrecipient must provide source documentation for payroll which may include, but is not limited to:

3.2.1 Employment letters;

3.2.2 Authorization for rates of pay, benefits, and withholding;

3.2.3 Minutes from Board of Directors' meetings establishing salary schedules and benefit packages;

3.2.4 Copies of written policies;

3.2.5 W-4 forms and associated time and attendance records;

3.2.6 Employee certifications of time spent:

3.2.6.1 If an employee of Subrecipient works solely on the services being funded by CDBG, the employee and the employee's supervisor must sign a statement every six months certifying that the employee worked only on the CDBG-funded services.

3.2.6.2 If an employee's time is split between the services being funded by CDBG and non-CDBG services and funding sources, Subrecipient must have time distribution records supporting the allocation of charges among the various funding sources.

3.3 Subrecipient must cooperate in the monitoring and evaluation process by County and/or HUD.

3.4 Subrecipient must assist County in providing reports and documentation related to Subrecipient's performance and, where applicable, the impact of the CDBG-funded activities on the community, to HUD.

3.5 If monitoring and evaluation finds that Subrecipient's performance is substandard, Subrecipient will be in default of this Agreement. If Subrecipient fails to take appropriate actions to correct the default within fifteen (15) calendar days from date of notice, this Agreement may be suspended or terminated.

3.6 To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the U.S. Department of Housing and Urban Development, and the Comptroller of the United States will at all reasonable times have the right of access to Subrecipient's facility, books, documents, papers, or other records which are pertinent to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating Subrecipient's performance and Subrecipient's compliance with this Agreement.

4.0 COMPENSATION AND PAYMENT

4.1 In consideration for services specified in **Exhibit A** of this Agreement, County agrees to pay Subrecipient up to **$94,800.00** ("the Maximum Allocated Amount").

4.2 Payment will be made from the CDBG Grant County has received from the U.S. Department of Housing and Urban Development ("the awarding agency").

4.3 Payment of the full Maximum Allocated Amount is subject to the CDBG funds being made available to County for this Agreement. The Maximum Allocated Amount may be decreased at any time due to reduction, termination, or any other changes in funding. Unless specifically authorized by County, unexpended funds will not be carried over into another fiscal year.

4.4 **Pursuant to the agreement between HUD and County** (Pima County Contract No. B-16-UC-04-0502) **and the Pima County Board of Supervisor's approval of this allocation of CDBG funds to Subrecipient on May 3, 2016, Subrecipient may be reimbursed for eligible costs associated with activities under this Agreement from and after October 1, 2016. Notwithstanding the limitations above, Subrecipient may be reimbursed for administrative costs incurred for performance under this Agreement between July 1, 2016 and June 30, 2017.**

4.5 Subrecipient **must submit a request for reimbursement every month**, even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Contract Month	Due date for Request for Reimbursement
January through April & July through December	30 calendar days from end of month
May	June 15
June	July 7

4.6 Each monthly Requests for reimbursement must:

4.6.1 Reference this contract number.

4.6.2 Be approved and signed by the person or persons that prepared the request and an authorized manager, supervisor or executive of the Subrecipient to insure proper internal financial controls.

4.6.3 Be for services and costs as identified in **Exhibit A**.

4.6.4 Be accompanied by documentation which must include, but is not limited to:

4.6.4.1 A summary report of monthly expenditures by expense categories as shown in approved budget in **Exhibit A** of this Agreement.

4.6.4.2 Copies of invoices and checks (front and back) to support all purchases of goods or services.

4.6.4.3 If reimbursement is authorized for travel, detailed travel reports to support all travel expenses.

4.6.4.4 If reimbursement is authorized for personnel costs, time sheets or other records that specify the hours worked on the grant(s) and the total hours worked in the pay period. Time sheets must show the days and hours worked and should be signed by the employee and authorizing supervisor.

4.6.4.5 Fringe benefit calculations at the rate as shown in the approved budget in **Exhibit A**.

4.6.4.6 Any other documentation requested by County.

4.6.5 Be accompanied by a hardcopy, with original signatures, of the Financial Status Report and Request for Funds attached hereto as **Exhibit B**.

4.7 If Subrecipient is required to provide matching funds under the terms of the awarding agency, Subrecipient must also provide the documentation described in Paragraph 4.6 for the matching funds.

4.8 **Subrecipient must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.** Subrecipient may not bill the County for costs which are paid by another source. Subrecipient must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.

4.9 If each request for payment includes adequate and accurate documentation, County will generally pay Subrecipient within thirty (30) days from the date invoice is received. Subrecipient should budget cash needs accordingly.

4.10 County may, at its sole discretion:

4.10.1 Determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement.

4.10.2 Liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

4.10.3 **Deny full payment** for requests for reimbursement that are submitted to County after the date set forth in Paragraph 4.5. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.

4.10.4 **Deny payment** for any request for reimbursement received after the following dates:

Month Expense Incurred	Denial date
January through March July and August October through December	More than 60 days after the end of the month in which the expense was incurred
April and May	June 21
June	July 15
September	October 31

If payment is made on such a delinquent request, **County will deduct its processing costs or delay-related damages.**

4.11 Pursuant to A.R.S. § 11-622, County **will deny reimbursement completely** for requests for payment made later than six months after the last item of the account accrues.

4.12 **REQUEST FOR FINAL PAYMENT** for compensation earned and/or eligible costs incurred will be submitted to the County within **15 working days after the end of the contract term**. The request must meet the requirements set forth in Paragraph 4.6 and include a report summarizing Subrecipient's performance during the term of the Agreement.

4.13 **No payments will be made to Subrecipient, until all of the following conditions are met**:

4.13.1 Subrecipient has completed and submitted a W-9 Taxpayer Identification Number form;

4.13.2 Subrecipient has registered as a Pima County Vendor at the following web address -- https://secure.pima.gov/procurement/vramp/login.aspx);

4.13.3 This Agreement is fully executed; and

4.13.4 Adequate and accurate documentation is provided with each request for payment or invoice.

4.14 Subrecipient will report to County:

4.14.1 Accrued expenditures;

4.14.2 Program income, as defined by the awarding agency; and

4.14.3 All other fiscal resources applied to expenses incurred in providing services under this Agreement.

4.15 Changes between budget line items may only be made as follows:

4.15.1 Changes that do not increase or decrease the total budget amount may be granted by and at the sole discretion of the Director of Community Development and Neighborhood Conservation or designee, so long as the specified purpose, metrics, or outcomes are not affected by the change in the budget. Subrecipient must submit a written request and show that any proposed increase is offset by a decrease of equal value to the remaining line items. No increase to the total operating budget will be allowed. **The change will not be effective, nor will compensation under the change be provided, until the date set forth in the written approval of the Director or designee.**

4.15.2 Changes that increase or decrease the total budget amount require a contract amendment. **The change will not be effective, nor will compensation under the change be provided, until the contract amendment is fully executed by both parties.**

4.16 Disallowed Charges or Cost principles will be as follows:

4.16.1 The cost principle set forth in the Code of Federal Regulations (CFR), Title 48, Chapter 1, Part 31.201-6, (October 1, 1991), as modified by amendments and additions, on file with the Secretary of State and incorporated herein by reference, will be used to determine whether reimbursement of an incurred cost will be allowed under this Agreement. Those costs which are specifically defined as unallowable therein cannot be submitted for reimbursement by the Subrecipient and will not be reimbursed with Department funds.

4.16.2 **Subrecipient must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County**.

4.17 For the period of record retention required under Section 20.0 -- Books and Records, County reserves the right to question any payment made under this Section 20.0 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.

5.0 PROGRAM INCOME

5.1 County does not anticipate that Subrecipient will generate program income, as defined by the awarding agency, will be generated under the activities of this Agreement.

5.2 In the event that activities under this Agreement do generate program income or program income is authorized, Subrecipient must:

5.2.1 Report to County all program income, as defined at 24 CFR 570.500(a), generated and received as a result of activities carried out with the CDBG-funds provided pursuant to this Agreement. These reports are due quarterly.

5.2.2 Return program income to County within 15 days of the end of each month, unless otherwise specified in **Exhibit A**.

6.0 INSURANCE

6.1 Subrecipient will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Subrecipient's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Subrecipient for liabilities that may arise from or relate to this Contract. If necessary, Subrecipient may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

6.2 **Insurance Coverages and Limits:**

6.2.1 Commercial General Liability (CGL): Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than $2,000,000 Each Occurrence and $2,000,000 General Aggregate.

6.2.2 Business Automobile Liability: Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than $1,000,000 Each Accident.

6.2.3 Workers' Compensation (WC) and Employers' Liability:

6.2.3.1 Workers' Compensation with Employers Liability limits of $1,000,000 each accident and $1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees.

6.2.3.2 Note: The Workers' Compensation requirement does not apply if Subrecipient is exempt under A.R.S. § 23-901, and has executed the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

6.3 **Additional Insurance Requirements:**

6.3.1 Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.

6.3.2 Additional Insured: The General Liability policy must be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.3.3 Wavier of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Subrecipient.

6.3.4 Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Subrecipient's deductible or Self Insurance Retention (SIR).

6.3.5 Subcontractors: Subrecipient must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Subrecipient must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Subrecipient must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.4 **Verification of Coverage:**

6.4.1 Insurer or Broker of Subrecipient must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:

6.4.1.1 The Pima County tracking number for this Contract, which is shown on the first page of the Contract, and a project description, in the body of the Certificate,

6.4.1.2 A notation of policy deductibles or SIRs relating to the specific policy, and

6.4.1.3 Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation wavier endorsements for the County and its Agents.

6.4.2 Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and wavier of subrogation endorsements. Failure to maintain the Required Insurance, or to provide evidence of renewal, is a material breach of this Contract.

6.4.3 County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

6.4.4 Cancellation Notice: Subrecipient's insurance policies and endorsements shall not be permitted to expire, be cancelled, suspended or materially changed from the agreed upon Insurance Requirements for any reason without thirty (30) days advance written notice to the County of the policy cancellation, suspension or material change. Subrecipient must provide written notice to County within 2 business days of receipt of notice. For cancellation of non-payment, Insurer is to provide County with written notice 10 days prior to cancellation of policy.

6.5 **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Subrecipient, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7.0 INDEMNIFICATION

7.1 Subrecipient will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Subrecipient, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

7.2 Subrecipient warrants that services provided under this Agreement are non-infringing. Subrecipient will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this Agreement or from the provision, license, transfer or use for their intended purpose of any products provided under this Agreement.

8.0 COMPLIANCE WITH LAWS

8.1 Subrecipient will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.

8.2 Subrecipient will comply with the requirements of 24 CFR 570, including subpart K of these regulations, except the Subrecipient does not assume:

8.2.1 County's environmental responsibilities described in 24 CFR 570.604; and

8.2.2 County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

8.3 Subrecipient warrants that CDBG funds provided or personnel employed in the administration of the program funded under this Agreement will not be used for:

8.3.1 Political activities;

8.3.2 Inherently religious activities;

8.3.3 Lobbying;

8.3.4 Political patronage; or

8.3.5 Nepotism activities.

8.4 Subrecipient will comply with the applicable provisions of:

8.4.1 Davis-Bacon Act (Public Law 107-217), as amended;

8.4.2 Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*);

8.4.3 Copeland Anti-Kick Back Act (18 USC 874 *et seq*.);

8.4.4 Section 3 of the HUD Act of 1968 as amended; and

8.4.5 All rules and regulations applicable to the Acts set forth above.

8.5 Subrecipient will fully cooperate with County, HUD and any other federal agency in the review and determination of compliance with the above provisions.

9.0 INDEPENDENT CONTRACTOR

The status of Subrecipient will be that of an independent contractor. Neither Subrecipient nor Subrecipient's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Subrecipient will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such taxes. Subrecipient will be solely responsible for its program development, operation, and performance.

10.0 SUBCONTRACTORS

10.1 Except as provided in paragraph 10.2, Subrecipient will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. Subrecipient must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services.

10.2 Prior written approval is not required for the purchase of supplies that are necessary and incidental to Subrecipient's performance under this Agreement.

10.3 Subrecipient will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the Subrecipient is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

10.4 Subrecipient must include the provision set forth in paragraph 3.6 in all contracts between Subrecipient and its subcontractors providing goods or services pursuant to this Agreement. Subrecipient will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.

11.0 ASSIGNMENT

Subrecipient will not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of the County, provided that such approval will not be unreasonably withheld.

12.0 NON-DISCRIMINATION

12.1 Subrecipient agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

12.2 During the performance of this contract, Subrecipient will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

13.0 AMERICANS WITH DISABILITIES ACT

Subrecipient will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If Subrecipient is carrying out a government program or services on behalf of County, then Subrecipient will maintain accessibility to the program to the same extent and degree that would be required by the County under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

14.0 AUTHORITY TO CONTRACT

Subrecipient warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to Subrecipient or any third party by reason of such determination or by reason of this Agreement.

15.0 FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

16.0 CANCELLATION FOR CONFLICT OF INTEREST

16.1 This Agreement is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

16.2 Subrecipient agrees to comply with all applicable conflict of interest provisions contained in Federal laws and regulations that govern the awarding agency including 24 CFR 84.42 and 570.611.

17.0 TERMINATION AND SUSPENSION

17.1 Termination for Convenience: County reserves the right to terminate this Agreement at any time and without cause by serving upon Subrecipient thirty (30) days advance written notice of such intent to terminate. In the event of such termination, the County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination.

17.2 Insufficient Funds: Notwithstanding Paragraph 17.1 above, if any state or federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to Subrecipient for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to Subrecipient will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

17.3 Termination for Cause: This Agreement may be terminated at any time without advance notice and without further obligation by the County when the Subrecipient is found by County to be in default of any provision of this Agreement.

17.4 Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Subrecipient, other than for services rendered prior to termination.

17.5 Suspension: County reserves the right to suspend Subrecipient's performance and payments under this Agreement immediately upon notice delivered to Subrecipient's designated agent in order to investigate Subrecipient's activities and compliance with this Agreement. In the event of an investigation by County, Subrecipient will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, Subrecipient will be notified in writing that the contract will be immediately terminated or that performance may be resumed.

18.0 NOTICE

18.1 Subrecipient must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements.

18.2 Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

County:

Margaret Kish, Director
Pima County Community Development and
Neighborhood Conservation
2797 E. Ajo Way
Tucson, AZ 85713

Subrecipient:

Ed Honea, Town Mayor
Town of Marana
11555 W. Civic Center Drive
Marana, AZ. 85653

19.0 OTHER DOCUMENTS

19.1 In entering into this Agreement, Subrecipient and County have relied upon information provided in Subrecipient's proposal submitted in response to Pima County Solicitation identified in the recitals of this Agreement ("the Community Planning Application") including the Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, Subrecipient's Proposal, other information and documents submitted by the Subrecipient in its' response to said Solicitation.

19.2 The documents set forth in Paragraph 19.1 are hereby incorporated into and made a part of this Agreement as if set forth in full herein, to the extent not inconsistent with the provisions of this Agreement, including all exhibits. Subrecipient will promptly bring any provisions which Subrecipient believes are inconsistent to County's attention, and County will provide Subrecipient with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.

20.0 BOOKS AND RECORDS

20.1 Subrecipient will keep and maintain all records specified in 24 CFR 570.506 which are pertinent to the activities funded under this Agreement. All such records will be open for inspection and audit by duly authorized representatives of County during normal business hours. Records include, but are not limited to:

20.1.1 A full description of each action or activity taken to comply with this Agreement;

20.1.2 Demonstration that the actions and activities meet one or more of the National Objectives of the CDBG program;

20.1.3 Eligibility documentation and determination;

20.1.4 Documentation of compliance with the fair housing and equal opportunity components of the CDBG program;

20.1.5 Disbursements of funds;

20.1.6 Financial records required under 24 CFR 570.502 and 24 CFR 84.21 – 28; and

20.1.7 Documentation of compliance with Subpart K of 24 CFR Part 570.

20.2 Subrecipient must retain all records pertaining to this Agreement for four (4) years after County submits the annual performance and evaluation report to HUD in which the CDBG-funded activities under this Agreement are reported on for the final time or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 4-year period, whichever is later.

21.0 AUDIT REQUIREMENTS

21.1 Subrecipient will:

21.1.1 Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Parts 200 and 2400).

21.1.2 **Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement**. The accounting must record all expenditures which are used to support invoices and requests for payment from the County.

21.1.3 Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.

21.1.4 Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.

21.1.5 Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.

21.1.6 Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months of completion of the audit required pursuant to this Section 21.0, unless a different time is specified by County. The audit submitted must include Subrecipient responses, if any, concerning any audit findings.

21.1.7 Pay all costs for any audit required or requested pursuant to this Section 21.0, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the Subrecipient grant budget approved by County.

21.2 Subrecipient status:

21.2.1 If Subrecipient is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, Subrecipient will comply with the applicable audit requirements set forth in A.R.S. § 11-624, "Audit of Non-Profit Corporations Receiving County Monies."

21.2.2 If Subrecipient meets or exceeds the single audit threshold set forth in 2 C.F.R. Part 200, Subrecipient will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of Subrecipient's fiscal year.

21.3 Subrecipient must timely submit the required or requested audit(s) to:

Denise Sauer, Contract Specialist
Pima County Community Development and Neighborhood Conservation
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

22.0 COPYRIGHT

Neither, Subrecipient nor its officers, agents or employees will copyright any materials or products developed through contract services provided or contract expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

23.0 PROPERTY OF THE COUNTY

23.1 Subrecipient is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of County.

23.2 Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of County. Subrecipient is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. Subrecipient will not use or release these materials without the prior written consent of County.

24.0 DISPOSAL OF PROPERTY

Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.

25.0 COORDINATION

On matters relating to the administration of this Agreement, County will be Subrecipient's contact with all Federal, State and local agencies that provide funding for this Agreement.

26.0 PUBLIC INFORMATION

26.1 Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq*., documents submitted by Subrecipient to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.

26.2 In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq*. for documents Subrecipient submitted to County, County will notify Subrecipient on the same day the request is made or as soon as possible thereafter.

26.3 County will release Subrecipient's records ten (10) business days after the date of notice to the Subrecipient, unless Subrecipient has secured a protective order, injunctive relief or other appropriate

order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.

26.4 County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Subrecipient nor will County be in any way financially responsible for any costs associated with securing such an order.

27.0 ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.

28.0 LEGAL ARIZONA WORKERS ACT COMPLIANCE

28.1 Subrecipient hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Subrecipient's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Subrecipient will further ensure that each subcontractor who performs any work for Subrecipient under this contract likewise complies with the State and Federal Immigration Laws.

28.2 County will have the right at any time to inspect the books and records of Subrecipient and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

28.3 Any breach of Subrecipient's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this Agreement subjecting Subrecipient to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Subrecipient will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if Minority and Women Business E preferences apply) as soon as possible so as not to delay project completion.

28.4 Subrecipient will advise each subcontractor of County's rights, and the Subcontractor's obligations, under this Article (or Section?) by including a provision in each subcontract substantially in the following form:

> *"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*

28.5 Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Subrecipient. In the event that remedial action under this Article (or Section?) results in delay to one or more tasks on the critical path of Subrecipient's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Subrecipient will be entitled to an extension of time, but not costs.

29.0 REMEDIES

Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.

30.0 SEVERABILITY

Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

31.0 NON-EXCLUSIVE AGREEMENT

Subrecipient understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

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32.0 ENTIRE AGREEMENT

32.1 This document constitutes the entire agreement between the parties pertaining to the subject matter hereof.

32.2 No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement will be considered as unofficial information and in no way binding upon County and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

32.3 This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

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

THIS AGREEMENT MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY

_____
Chair, Board of Supervisors

Date: _____

ATTEST

_____
Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

_____
Director, Community Development
and Neighborhood Conservation

SUBRECIPIENT

_____
Signature

_____
Printed name and title

Date: _____

The foregoing Intergovernmental Agreement between Pima County and Town of Marana has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the Town of Marana Attorney, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Pima County and Town of Marana.

PIMA COUNTY:

_____
Karen S. Friar, Deputy County Attorney

Town of Marana:

_____
Town Attorney

EXHIBIT A
SCOPE OF WORK

1. **Program Title:**

Management and Implementation of the Town of Marana Community Development Block Grant Program ("the CDBG Program").

2. **Program Purpose:**

The Program will provide the following eligible CDBG activities for income-qualified persons and households in Marana, Arizona:

2.1. Program Administration;

2.2. Colonia Neighborhood Re-investment -- Public Facility Improvements;

2.3. Emergency Home Repair and Owner Occupied Housing Rehabilitation; and,

2.4. Colonia Neighborhood Cleanup, Public Service activities.

3. **Program Activities:**

3.1. Program Administration. Subrecipient will provide general CDBG program administration functions and activities for the management and implementation of the CDBG program to the extent allowed under 24 CFR 570.206.

3.2. Colonia Neighborhood Reinvestment. Subrecipient will provide CDBG public facility improvements in Colonia communities and neighborhoods as allowable per 24 CFR 570.201(c). Staff salaries and benefits for direct time and effort associated with Colonia Neighborhood Reinvestment activities may be reimbursed, as appropriate. Reinvestment activities undertaken in Colonia Neighborhoods may include, but are not limited to:

3.2.1. Assessing Colonia neighborhoods to determine public facility needs.

3.2.2. Engaging professional architectural and engineering services, as appropriate to address the public facility needs.

3.2.3. Coordinating with County to complete Environmental Review Record ("ERR").

3.2.4. Purchasing, by competitive bidding, and installing neighborhood facility improvements, including, but not limited to:

3.2.4.1. Benches
3.2.4.2. Basketball backboards/hoops
3.2.4.3. Water fountains
3.2.4.4. Lighting
3.2.4.5. Ground cover
3.2.4.6. Ramada installation
3.2.4.7. Playsets and playground equipment
3.2.4.8. Sidewalks
3.2.4.9. Fencing
3.2.4.10. Shade structures
3.2.4.11. Handicapped accessibility features

3.2.5. Staff salaries and benefits for direct time and effort associated with the installation of the items purchased pursuant to paragraph 3.2.4 above, as appropriate.

3.3. Emergency Home Repair & Owner Occupied Housing Rehabilitation. Subrecipient will provide CDBG housing activities, as allowable per 24 CFR 570.202, as follows:

3.3.1. Rank eligible applicants based on severity of health and safety issues in the home. Give priority to applicants most in need with special consideration given to households with elderly and/or disabled persons and with children 6 years of age and younger.

3.3.2. Complete an ERR for each home scheduled to be modified and secure County's Environmental Officer Clearance prior to committing funds and carrying out work.

3.3.3. Prepare written scope of work detailing home repairs, adaptive construction, and safety hardware work to be completed in each home.

3.3.4. For projects on homes built prior to 1978, comply with HUD's Lead Safe Housing Rule (24 CFR Part 35), including, but not limited to:

3.3.4.1. Providing household occupants with the U.S. Environmental Protection Agency's "The Lead-Safe Certified Guide to Renovate Right," brochure available at: <www.cpsc.gov/s3fs-public/renovateright.pdf>.

3.3.4.2. Securing a signed disclosure from applicant seeking assistance confirming that they have received a copy of the brochure detailed in 3.3.4.1.

3.3.4.3. Obtaining a copy of the certificate from agency staff or contractors that demonstrates their familiarity with EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) (40 CFR Part 745, Subpart E) training on lead safe work practices.

3.3.4.4. Conducting a visual inspection of the property for chipping, peeling or cracking paint.

3.3.4.5. Informing Pima County if the repair work will disturb more than two square feet of painted surface per room and conduct the following lead remediation activities:

3.3.4.5.1. Testing for lead;
3.3.4.5.2. Mitigating lead, if applicable, through the use of interim controls and other lead safe work practices;
3.3.4.5.3. Securing signed form from the occupant acknowledging they understand the lead identification and work that will be completed to eliminate the risk.

3.3.5. Obtain all required permits.

3.3.6. Create a file for each applicant and retain for 4 years after completion of the repairs:

3.3.6.1. Copies of all agreements and authorizations obtained from applicant;

3.3.6.2. Records of disbursements made for work approved and completed;

3.3.6.3. Copies of onsite inspections by rehabilitation specialists, approvals of rehabilitation work, and the final inspection;

3.3.6.4. Completed ERR;

3.3.6.5. Signed lead disclosure forms, contractor(s) certifications, and occupant acknowledgements as applicable under 3.3.4.

3.3.7. Procure, by competitive quotes:

3.3.7.1. Eligible professional and outside services, as needed; and

3.3.7.2. Materials and supplies for emergency home repair, adaptive construction, and safety hardware including, but not limited to:

3.3.7.2.1. Plumbing;

3.3.7.2.2. Heating and cooling;

3.3.7.2.3. Electrical;

3.3.7.2.4. Flooring;

3.3.7.2.5. Exterior (roofing, windows, doors,);

3.3.7.2.6. Accessibility/Safety hardware; and

3.3.7.2.7. Lead renovation, repair and painting

3.3.8. Verify eligibility of applicants. Each household receiving assistance under this program must meet all of the following criteria:

3.3.8.1. Be owner-occupant of a site built or legally affixed manufactured home;

3.3.8.2. Have and provide a copy of recorded Property Deed to show evidence of property ownership, or provide a copy of the recorded Affidavit of Affixture, if the property is a manufactured home;

3.3.8.3. Have a household income at or below 80% Area Median Income (AMI);

3.3.8.4. Live in Town of Marana or surrounding incorporated communities in Pima County.

3.3.8.5. Have proof of flood insurance if the home is located in a Federal Emergency Management Agency Special Flood Hazard Area.

3.3.9. Accept and prioritize referrals from Community Development & Neighborhood Conservation Department.

3.4. Colonia Neighborhood Cleanup. Provide eligible, CDBG public service, neighborhood cleanups in Colonias as allowable per 24 CFR 570.201(e). Activities may be including, but not limited to:

3.4.1. Select and identify Colonia communities or neighborhoods where cleanup activities will take place. For each area selected:

3.4.1.1. Reach out to community representatives and groups to identify specific community cleanup needs;

3.4.1.2. Complete a thorough needs assessment for each suggested community cleanup activity;

3.4.1.3. Organize and hold or attend established community meetings to organize and plan a Colonia Cleanups as appropriate;

3.4.1.4. Conduct activities; and

3.4.1.5. Provide and install address numbers on houses, as needed, to assist with the physical addressing for homes.

3.4.2. Procure, by competitive bidding and quotes, required materials, supplies and services to conduct the community cleanup activities, including, but not limited to:

3.4.2.1. Roll-off dumpsters;

3.4.2.2. Heavy equipment rental or operations costs, e.g. backhoes, front loaders, skid steers, and augers;

3.4.2.3. Trailers;

3.4.2.4. Safety equipment for workers and volunteers;

3.4.2.5. Hand and power tools;

3.4.2.6. T-shirts; and

3.4.2.7. Marketing flyers and posters promoting the project.

3.4.3. Purchase trees and vegetation from the Pima County Nursery, if available efforts. If County nursery is unavailable or does not have the appropriate plants; procure trees and vegetation, by competitive bidding and quotes, from local providers.

4. Project goal/predicted outcomes:

4.1. Goal: To create viable communities that assist the needs of low- and moderate-income persons and households via CDBG activities that promote decent housing, suitable living environments and expanded economic opportunities.

4.2. Predicted outcome: Person and households participating in the Program will have new or improved access to public services, facilities, and home repair opportunities.

5. Public benefit – CDBG National Objective and Eligible Activity:

Upon completion, the Town of Marana CDBG Program will meet the HUD CDBG National Objective to assist low- and moderate-income persons and households.

6. Metrics available to measure performance: At minimum,

6.1. One (1) neighborhood public facility in a Colonia community will be improved;

6.2. Five (5) low- to moderate-income households will receive emergency home repair or owner-occupied housing rehabilitation that address livability, safety, and accessibility needs; and

6.3. Fourteen (14) neighborhood cleanups will be conducted in Colonia communities.

7. Reports:

7.1. Provide quarterly reports to County for submission to HUD. The reports must include, but are not limited to, the following:

7.1.1. An accomplishment narrative describing program successes and challenges;

7.1.2. Number of persons benefiting from public facility improvement(s);

7.1.3. Number of emergency home repair and owner-occupied housing rehabilitation activities conducted including but not limit to the follow information as applicable:

7.1.3.1. Physical address of each housing unit assisted.

7.1.3.2. Household income calculated and identified by appropriate cohort per household as follows:

7.1.3.2.1. Extremely Low Income, at or below 30% Area Median Income ("AMI")

7.1.3.2.2. Low Income, at or below 50% AMI

7.1.3.2.3. Moderate Income, at or below 80% AMI

7.1.3.3. Racial and Ethnic information of applicant or head of household, only.

7.1.3.4. Number of Female-headed households assisted.

7.1.3.5. Number ofclients62 years of age or older assisted.

7.1.3.6. Number of disabled clients assisted.

7.1.3.7. Lead paint requirements, as applicable, but not limited to:

7.1.3.7.1. Housing units constructed before 1978;

7.1.3.7.2. Exempt: housing units constructed 1978 or later;

7.1.3.7.3. Exempt: hard costs ≤$5,000.00;

7.1.3.7.4. Otherwise exempt; and

7.1.3.7.5. Lead hazard remediation actions, including:

7.1.3.7.5.1. Lead Hazard Work Practices (hard costs ≤ $5,000)

7.1.3.7.5.2. Interim Controls or Standard Practices (hard costs $5,000 - $25,000)

7.1.3.7.5.3. Abatement (hard costs > $25,000)

7.1.4. Number of persons benefiting from neighborhood cleanup activities.

7.2. All reporting provisions will survive the termination of this Agreement.

8. Budget:

Home Repair Program Funded Activities	**Budget**
Administration	14,800.00
Colonia Neighborhood Re-Investment Program	25,000.00
Emergency Home Repair	20,000.00
Owner-Occupied Housing	25,000.00
Colonia-Neighborhood Cleanup	10,000.00
Total	**$94,800.00**

END OF EXHIBIT A

EXHIBIT B

PIMA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY2016-2017 CONTRACT # _____/PROGRAM CODEs: # GCD00xxx

Tow of Marana Community Development Block Grant (CDBG) Program
Town of Marana
11555 W. Civic Center Drive
Marana, AZ 85653

FINANCIAL STATUS REPORT AND REQUEST FOR FUNDS FOR THE MONTH OF

_____20____

REQUEST #_____

Home Repair Activity	Budgeted Amount	Expenditures This Month	Cumulative Expenditures	Balance Available
Administration	14,800.00			
Colonia Neighborhood Re-Investment Program	25,000.00			
Emergency Home Repair	20,000.00			
Owner-Occupied Housing	25,000.00			
Colonia-Neighborhood Cleanup	10,000.00			
Total Budget	**$94,800.00**			

Funds requested this month for Home Repair Program	

For December Invoice has quarterly report been submitted? ☐YES ☐NO
For March Invoice has quarterly report been submitted? ☐YES ☐NO
For June Invoice has quarterly report been submitted? ☐YES ☐NO
For September Invoice has quarterly report and annual impact narrative been submitted? ☐YES ☐NO

By signing this report: I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the CDBG Program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material face, may subject me to criminal, civil or administrative penalties for fraud, false statement, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

REQUIRED SUBRECIPIENT SIGNATURES:

_____	_____
REVIEWED BY	PREPARED BY
_____	_____
TITLE	TITLE PHONE NUMBER
_____	_____
DATE	DATE

Council-Regular Meeting **C2**

Meeting Date: 12/06/2016

To: Mayor and Council

From: Curry C. Hale, Human Resources Director

Date: December 6, 2016

Strategic Plan Focus Area:
Progress & Innovation

Strategic Plan Focus Area Additional Info:

PRINCIPLE STATEMENT 1 / We will explore bold ideas and best practices as a catalyst for forward-thinking and visionary community leadership.
INITIATIVES:
1. Encourage, Reward and Facilitate Innovative Ideas.

Subject: Resolution No. 2016-130: Relating to Personnel; approving one additional paid floating holiday for eligible Town of Marana employees, to be used during the time period of December 23, 2016 through January 3, 2017 (Curry C. Hale)

Discussion:

This item proposes to give all eligible Town employees one additional paid floating holiday to be taken between the dates of December 23, 2016 through January 3, 2017. This floating holiday would be subject to all established Town policies relating to paid holidays. Per Personnel Policy 4-4-1 eligible employees include all regular full- and part-time classified and unclassified employees, including those serving in an initial evaluation period and term-limited employees.

Employees must request a specific day off for the floating holiday and receive approval from their supervisor prior to taking the day off. Supervisors will review requests based on a number of factors, including Town needs and staffing requirements, but must make every effort to ensure that every Town employee receives the benefit of the additional paid holiday. An employee's failure to take the paid holiday during the allotted time period will result in the employee's forfeiture of the paid holiday.

This one-time floating holiday proposal is sought as a way to demonstrate appreciation for the

excellent work provided by the Town of Marana workforce.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$98,966

The cost above is not additional cost to the Town; it illustrates the value of loss in productivity. The additional floating holiday would be a normal working day, so no additional cost is incurred. Again, the only loss to the Town is productivity.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-130 approving a paid floating holiday from December 23, 2016 - January 3, 2017 for eligible Town of Marana employees as a one-time floating holiday.

Suggested Motion:

I move to adopt Resolution No. 2016-130, approving one additional paid holiday for eligible Town of Marana employees, to be taken as a floating holiday during the time period of December 23, 2016 through January 3, 2017.

Attachments

Resolution 2016-130 Approving an Additional Floating Holiday

MARANA RESOLUTION NO. 2016-130

RELATING TO PERSONNEL; APPROVING ONE ADDITIONAL PAID FLOATING HOLIDAY FOR ELIGIBLE TOWN OF MARANA EMPLOYEES, TO BE USED DURING THE TIME PERIOD OF DECEMBER 23, 2016 THROUGH JANUARY 3, 2017

WHEREAS Section 3-3-1 of the Marana Town Code provides that the Town Council may adopt rules, regulations and directives to give effect to the Town's Personnel Policies and Procedures; and

WHEREAS the Town Council adopted Personnel Policies and Procedures via Town of Marana Ordinance 99.12 and Resolution 99-38 on May 18, 1999, which policies have been amended from time to time; and

WHEREAS Section 4-4-2(A) of the Personnel Policies and Procedures designates ten days as Town-approved holidays; and

WHEREAS Section 4-4-2(B) of the Personnel Policies and Procedures provides that the Council may approve additional holidays in any given calendar year; and

WHEREAS the Council finds that approving an additional paid holiday for eligible Town employees is in the best interests of the Town and its employees.

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

SECTION 1. One additional paid floating holiday for eligible Town employees is hereby approved, subject to the following conditions:

A. Employees must use the floating holiday during the time period of December 23, 2016 through January 3, 2017.

B. Employees must request a specific day off during the applicable time period for the floating holiday and receive approval from their supervisor prior to taking the day off.

C. Supervisors shall review requests based on a number of factors, including Town needs and staffing requirements, but must make every effort to ensure that every Town employee receives the benefit of the additional paid holiday.

D. An employee's failure to take the paid holiday during the allotted time period will result in the employee's forfeiture of the paid holiday.

E. Except as otherwise provided herein, the holiday established by this resolution shall be subject to all established Personnel Policies and Procedures relating to Town-approved paid holidays.

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 6th day of December, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C3**

Meeting Date: 12/06/2016

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Hilary Hiser, Deputy Town Clerk

Date: December 6, 2016

Subject: Approval of the November 15, 2016 Joint Study Session Meeting Minutes with the Marana Town Council and Marana Planning Commission; approval of the November 15, 2016 Regular Council Meeting Minutes; and approval of the November 29, 2016 Special Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

11/15/2016 Joint Session Meeting Minutes

11/15/2016 Regular Council Meeting Minutes

11/29/2016 Special Council Meeting Minutes

MARANA TOWN COUNCIL
AND
MARANA PLANNING COMMISSION
JOINT STUDY SESSION
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Conference Center, November 15, 2016, at or after 6:00 PM

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

Planning Commission
Tom Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Marcia Jakab, Commissioner
Steve Miklosi, Commissioner
Richard Miller, Commissioner
John Officer, Commissioner

JOINT STUDY SESSION

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:04 p.m. **Town Clerk Bronson** called roll for the Council and the Commission. All Council and Commissioners were in attendance.

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.***

CALL TO THE PUBLIC. Mayor Honea asked that Call to the Public be dispensed with until the regular meeting following the study session.

DISCUSSION/DIRECTION/POSSIBLE ACTION

D1 Relating to Development; presentation, discussion and direction regarding the update to the Town of Marana Land Development Code (Ryan Mahoney). **Ryan Mahoney** welcomed everyone and thanked them for their participation in updating the Land Development Code. There have been several iterations of the Code dating back to incorporation in 1977. The Code was substantially changed in 1993, and since that time it has been modified to meet various needs. Because the town is changing rapidly, we want to consider the current market demands are as well as what we might anticipate in the future in terms of demographics, both in Marana and nationally as trends. We want as much feedback from our stakeholder groups as we can, but our ultimate objective is to find a balance in what we develop. The development team of Placemakers has been hired to help us meet our objectives and reach our goals. They come from a variety of disciplines: planning professionals, economic experience, traffic experience with design, media communications to reach the broadest audience, and engineering.

Mr. Mahoney introduced Susan Henderson from the consulting team who noted that tonight's session is meant to be interactive, and we will have an opportunity to get some initial feedback, but we will have a number of other opportunities throughout the week. We have a schedule posted that you should have received which details where the consultants will be.

She explained that throughout her presentation, there will be opportunities to vote at a very high level on various topics. Ms. Henderson showed the group the hand-held remote voting instruments. Some very important issues have already come about and need to be considered. Many of these issues can directly out of the General Plan and the Strategic Plan. She again noted that the voting results are not meant to be scientific, but are designed to give them a general idea of where thoughts are on the topics.

The primary goal is to make sure all of the ordinances are in compliance with the town's policy documents. One of the underlying frameworks for the General Plan is Arizona's Growing Smarter legislation which gives some very clear criteria for environmental responsibility, transportation-related issues and community development in general. The five big items covered under the organization or framework of the General Plan are: natural systems, land management, the built environment, resource management, and people and community. Land management is the primary concern of the land development ordinance. But there are ways that the land development ordinance can cover a lot of other issues because it has impact on all of those topics. Ms. Henderson led the Council, Commission and audience through a series of questions using the voting devices. A big topic is the historic zoning districts, referred to as alphabet districts. This tends to suppress development. If there is too much flexibility, the potential developer for the adjacent parcel is not going to invest in it because there's too much unpredictability about what is going to happen, and development follows predictability. As a landowner you may want the flexibility, but if you don't know what your neighbor is going to do, that can have some really negative impacts. The question is where on the scale between flexible and predictable should those zones fall? The next big topic is the downtown area. The town is already getting some applications that aren't in line with the vision in the General Plan. Due to lack of specificity in the current zoning, these applicants were able to get what they want. One of the voting suggestions is whether there is support for compact mixed use development.

Other issues were discussed and voted on such as integrating storm water with transportation, ensuring that new development pays for infrastructure extension, integrating walking and biking paths with development transportation alternatives, making land use appropriate for active transportation, how we develop street standards, and revising pavement width. A question to ask is whether there is support for a palette of street standards. All of the standards currently are geared toward the arterial, collector and local development, which doesn't necessarily work well for mixed use development. Wider pavement widths are necessary for major linkages, but you don't need those same lane widths when you are in a single family residential neighborhood. Another topic is variances in lot size in residential areas. The local development community has indicated that as market pressures change, what they can sell changes a little. One strategy used is to make a wider range of lot types so that developers do a specific plan for every subdivision. The question will come back as to what zoning districts can be consolidated for a minimal amount of development. Another big is issue is how to deal with parking. Current best practice nationally is for municipalities to get out of the business of regulating parking. Bankers are ready to finance projects that have parking per use, so that is already regulated when they are getting their loans, and the market regulates it. A developer won't build a project with fewer parking spaces than it takes to make the project profitable. So the question arises of whether you want to drop some of the regulations that are already being regulated elsewhere.

Ms. Henderson concluded by noting that her group will be in Marana all week. Anyone can go to the website www.maranaldc.com to offer ideas and comments on the revisions. Market issues, homeowner association issues, environmental topics and farming community issues are among those areas being addressed by the consultants. They are looking for as much information as they can gather to add to their data base. In answer to a question about how much buffer is required, **Mr. Mahoney** responded that typically there is a setback between a transition of uses, and the town did one along the Twin Peaks corridor that required additional plantings of certain densities, but we don't have a lot of discussion on what that transition looks like between smaller and larger lots. During the rezoning process is when we talk a lot about that and come up with what is appropriate for the given property.

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council or Planning Commission 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 or Commission 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 6:55 p.m. by Council Member McGorray, second by Council Member Ziegler. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council and Marana Planning Commission Joint Study Session meeting held on November 15, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 15, 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 7:08 p.m. **Town Clerk Bronson** called roll. All Council Members were present.

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

APPROVAL OF AGENDA. ***Motion to approve the agenda as amended by removing items A2 and L2 and moving Item P1 before Call to the Public by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

CALL TO THE PUBLIC. Relating to their concerns regarding the Tapestry development, the speakers were **Randy Shepherd, Michael Jones, Jack Peil, Phyliss Salmond, Robert Irwin, Bill Brannon, Michael Morgan, William Janski, Greg Norwick, and Ed Reap.**

PROCLAMATIONS

1 Proclaiming Davis-Monthan Air Force Base is "America's Asset and a Regional Treasure" located in Tucson, Arizona (Jocelyn C. Bronson). The proclamation was not read but was made a part of the permanent record.

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Mayor Honea noted that last Friday he and **Council Member Comerford** attended the YMCA Military Ball at the Tucson Convention Center.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Gilbert Davidson reported that the monthly executive report of the departmental activities is available on the town's website. He also noted that one of the town's signature events, the Holiday Tree Lighting, will be at the turnaround north of the municipal complex from 3-8 p.m. on Saturday, December 3, 2016. There will be food trucks, entertainment and activities for youth as well as the official tree lighting.

PRESENTATIONS

P1 Relating to Boards, Commissions and Committees; discussion, consideration and possible direction regarding recommendations from the Fall 2016 Marana Citizens' Forum on the topic "Complex Multi-Event Plan" (Jocelyn C. Bronson). **Ms. Bronson** introduced the delegates from the Citizens' Forum, and **Heath Vescovi-Chiordi** introduced the topic and the presenter, **Don Winfield**. Mr. Winfield began with the delegates deciding to focus on the recently adopted Parks & Recreation Master Plan and requested data to help them compile an extensive list of issues, goals and objectives. They began with current assets, where the infrastructure exists, demographics, gaps in the current program, programs and services to be offered, accessibility, placement and connectivity, technology implementation, a tourism focus, current CIP projects and promotion and marketing efforts. Delegates then pared that information down to the four most immediately actionable items: asset augmentation, connectivity and technology implementation, parking and accessibility and recreation programs. The first recommendation included facility additions and improvements such as a performance venue at the Heritage Park, partnerships with the school district, the University of Arizona, Pima Community College and Arizona Theater Company, protection of existing revenue streams and explore new ones as well as improve bathrooms at park facilities. The second recommendation was to connect parks through technological and physical means. Parking and accessibility was the third recommendation, and the fourth recommendation was to elevate and enhance Parks & Recreation programming. Mr. Winfield concluded with next steps such as survey the public on ideas they may consider vital to this effort. He thanked staff and the Council for allowing the delegates to have this opportunity to participate in their community.

CONSENT AGENDA. ***Motion by Council Member Ziegler, second by Vice Mayor Post to approve the Consent Agenda. Passed unanimously.***

C1 Ordinance No. 2016.022: Relating to Personnel; ratifying the approval and adoption of Policy 3-11 ("Severance Benefits") of the Town's Personnel Policies and Procedures as previously adopted by Marana Resolution No. 2016-105 (Jane Fairall)

C2 Resolution No. 2016-122: Relating to Special Events; adding the Marana Founders' Day event to the Town of Marana Signature Event Series (Vickie Hathaway)

C3 Resolution No. 2016-123: Relating to Public Works; approving and authorizing the Mayor to sign an Intergovernmental Agreement between the State of Arizona and the Town of Marana relating to traffic signal communication and management (Scott Leska)

C4 Resolution No. 2016-124: Relating to the Police Department; approving and authorizing the Town Manager to execute a Subgrantee Agreement with the Arizona Department of Homeland Security for purposes of receiving funds under the 2016 Operation Stonegarden Grant Program (Lisa Shafer)

C5 Approval of Regular Council Meeting Minutes from November 1, 2016 (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a Location Transfer Series #7 Beer and Wine Bar liquor license application submitted by John Edward Baxla on behalf of Peter Piper Pizza #58, located at 3741 W. Ina Road #125, Tucson, Arizona 85741. (Jocelyn C. Bronson). **Ms. Bronson** noted that this application was properly posted and reviewed, and staff recommends approval. ***Motion to approve by Vice Mayor Post, second by Council Member Kai. Passed unanimously.***

L2 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Stephanie Beate Hunter on behalf of Humane Society of Southern Arizona for Bikes, Barks & Brews to be held on December 10, 2016 (Jocelyn C. Bronson). *Withdrawn by the applicant.*

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Resolution No. 2016-125: Relating to Administration; approving the transfer of $370,000 in budgeted expenditure authority from the General Fund contingency line item to the restricted budget line items within the Police Department for unanticipated costs in the fiscal year 2015-2016 budget (Erik Montague). **Mr. Montague** provided a financial update on the preliminary result of the FY 2016 general fund as part of the basis for the budget adjustment under consideration. The focus will be on the general fund. The audit will be finalized and the opinion rendered in December. He discussed some of the anomalies or variances which mostly have to do with some of the budgeted numbers based on past reports from the Arizona Department of Revenue. When the tax journals were changed in 2015, we only had a limited amount of data to budget for. Overall for all general fund revenues, sales taxes are a little over six percent of what had been budgeted. State shared revenues are in line with what we had budgeted for the year. There was a variance in the HURF for additional gas tax collected. From licenses, permits and fees, we collected more than we anticipated, so year over year the numbers are reasonably consistent. In summarizing the general fund, we had anticipated dipping into reserves up to $10M, and within that number is contingency and contributions to one time projects and programs such as the downtown sewer conveyance system. Next, Mr. Montague

discussed reserves and fund balances. We still exceed the targeted and required 25 percent in reserves.

Lastly, he discussed moving $370K from contingency to the police department primarily for two reasons. One has to do with a year-end accrual or 13th month closing. This adjustment is a normal adjustment and not unusual but is outside the control of the department. The second is the rate for the workers' compensation insurance. The increase wasn't due to any significant event or issues, just the overall insurance rate. There were a couple of significant events in earlier years which drove the risk factor up to recoup some of those claims. The Human Resources department, along with other departments, has been working over the past year to identify opportunities such as additional safety training to get those claims down, and we are seeing a positive trend as the number of claims has decreased, but it will take an additional year to transition out. The numbers he just showed Council incorporate those adjustments and do not increase expenditures. ***Motion to approve by Vice Mayor Post, second by Council Member Bowen. Passed unanimously.***

A2 Resolution No. 2016-126: Relating to Elections; declaring and adopting the results of the Town of Marana general election held on November 8, 2016 (Jocelyn C. Bronson). This item was pulled from the agenda as noted in APPROVAL OF AGENDA, as the Official Canvass was not completed. The item will be scheduled for Council approval upon receipt of the official election results.

A3 Relating to Mayor and Council; selection of the Vice Mayor (Jocelyn C. Bronson). **Ms. Bronson** read from the Town Code, Title 2-3-1 regarding the procedure to choose a vice mayor from their number by majority vote. ***Motion by Council Member McGorray, and second by Council Member Ziegler to select Jon Post as Vice Mayor. Ms. Bronson was asked to poll the Council. Mr. Post was unanimously selected as Vice Mayor for another two-year term.***

A4 Resolution No. 2016-127: Relating to Heritage; approving and authorizing the Mayor to execute a First Amendment to Community Partner and License Agreement between the Town of Marana and the Marana Heritage Conservancy (Vickie Hathaway). **Gilbert Davidson** presented this item and noted that members of the Conservancy were present including the president, Patrick Nilz. The sole purpose of this group is to represent and showcase the history of this community. Over the years, they have participated in some way in almost every community event. The agreement outlines the basis of the partnership and what the town does to support the community through the Conservancy. The overall change deals with special events. The conservancy had previously been tasked with putting on the annual Founders' Day event, which will now be coming back into the town under the umbrella of the town's signatures events. However, the Conservancy will still play a critical role in putting that event together. **Patrick Nilz** addressed Council and thanked them for allowing the Conservancy to continue to participate in an event that after five years essentially outgrew their capacity to promote it as a signature event. He thanked Mr. Davidson and Vickie Hathaway's team who helped support the Conservancy's efforts regarding Founders' Day and for letting them make their home at the Heritage River Park so that they can bring in groups to talk about and witness Marana's heritage. He also gifted each Council Member with one of their eight featured videos they developed – A Moment in Time Columbine. He recited a number of things the Conservancy has done to help preserve Marana's rich culture and history and concluded by thanking Council for their

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

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Presentation: Relating to Transaction Privilege Tax; update and discussion regarding potential modifications to the state construction sales tax and the activities of the Construction Sales Tax Task Force (Erik Montague). **Erik Montague** gave a brief update on the Construction Sales Tax Task Force. Over the last few legislative sessions, a number of bills have been submitted to simplify, modify or eliminate contracting or construction sales tax or replace it with something else. The League has been successful in helping to hold some of that off until a task force or work group could be established to identify possible solutions. A series of simplification legislation has had the opposite effect, and as a result additional cleanup legislation was required in 2013, 2014 and 2015. He illustrated continued concerns from the business community. Beginning January 1, everyone will be reporting to the Arizona Department of Revenue for all taxes. The complexity of current rules and the fact that the current 35% labor deduction is inadequate keeps the task force going forward. The proposed solution is to eliminate contracting sales tax and replace it with retail sales excise tax at point of purchase (POP). This is not new legislation as Governor Symington vetoed a similar bill back in 1995. Mr. Montague then enumerated the challenges which will exist by eliminating construction sales tax and going to point of purchase. Out of the 91 Arizona cities and town, only a handful have the major retailers or distribution centers for these, and out of those most of them are not getting all of the construction supplies. A lot of them are coming out of state so that in addition to POP, we have out of state transactions in play. The impact of that for Marana, which doesn't have large distribution centers, is that we wouldn't receive the benefit of a lot of those revenues and it would hurt us significantly. For Marana, construction sales tax is the major source for transportation funding or CIP that is not funded by other sources through grants or the Regional Transportation Authority. Seventy-five percent of construction tax is dedicated to transportation.

The Principles of a Construction Tax System should be tax to the job site to ensure revenues are remitted to the jurisdiction in which the activity occurs; that the tax is revenue neutral, maintains the overall integrity of the tax system; provides taxpayer fairness for all similarly situated taxpayers; eases compliance and puts in place a system which prevents tax avoidance by relocating or restructuring the businesses. He then summarized the task force meetings which began in June 2016 and gave an overview of proposals under review as well as some illustrations of what the town could expect given various scenarios. Right now from a task force perspective, they are reviewing all of these scenarios which will be included in an overall task force report prepared by the League. The task force is very focused on the modified prime contracting #2 which provides a significant level of consistency and continuity between what we have now and what is being proposed.

D2 Relating to Administration; presentation, discussion and consideration of the survey results regarding proposed designs for the Town of Marana's new logo/seal (Vickie Hathaway). **Ms. Hathaway** referred Council to a meeting approximately a month ago where she unveiled some possible new town logo designs which are being contemplated in preparation for the town's 40th anniversary next year. The goal was to look for ways to modernize the town brand as well as centralized the town's two current marks into one strong mark. She gave a brief

overview of the previous presentation. The primary outreach effort to the community was through multiple list serves for people currently tapped into the town and wanted to get information from the town. We used social media, the various news media outlets, and homeowner associations. Today is the presentation to Council of the survey results and to get your thoughts on moving forward. Depending on the Council's decision between now and the end of the year, staff will begin updating the graphic standards manual to be more representative of the new look and to work with the departments to prepare for a new logo update. That means talking with every department, understanding where the logos are used currently and understanding what assets need to be considered and what is their typical recycle period. January 1, 2017 is the projected date for this to go live. Our plan is to put out 40th anniversary celebration banners during January. The new logo will be celebrated in all of our public events including Founders' Day. The formal roll out of the logo will be during the State of the Town luncheon in April.

Before she presented the top three favorite logos to Council, she noted there were over 1,000 responses to the survey which is quite high for a survey. The first selection was a modernization of the current logo enclosed in a circle. The second selection was a high tech rendition of the current logo with a more organic free flowing design. The third selection was similar to the first design but not enclosed. **Mr. Davidson** noted that the Council could take action tonight if there is a particular mark they would like to move forward with. Staff can also bring this back at a future meeting. ***Motion to approve the first selection (far left) by Vice Mayor Post, second by Council Member Comerford. Mayor Honea asked for a poll of the Council. Motion failed 4-3 with Council Members Ziegler, Kai, Bowen and Mayor Honea voting nay. Council Member Kai made a motion to approve the third selection (far right), second by Council Member Ziegler. Mayor Honea again asked for a poll of the Council. Motion passed 6-1, with Council Member Bowen voting nay.***

D3 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.

FUTURE AGENDA ITEMS. Vice Mayor Post asked for consideration on a former House Bill that removed sales tax from animal feeds, namely horses and cows. The measure did pass, but he would like to make sure that the Town of Marana fee schedule follows along with that. If it doesn't, he would like the item on the agenda to make sure it follows with that particular House Bill. **Mayor Honea** noted that three Council Members concurred to put the item on a future agenda.

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 8:36 p.m. by Council Member McGorray, second by Vice Mayor Post. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on November 15, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, November 29, 2016 at or after 6:00 P.M.

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

SPECIAL COUNCIL MEETING

CALL TO ORDER AND ROLL CALL. Mayor Honea called the meeting to order at 6:03 p.m. **Town Clerk Bronson** called roll. Vice Mayor Post and Council Member Ziegler were excused; there was a quorum present.

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

APPROVAL OF AGENDA. ***Motion by Council Member McGorray, second by Council Member Bowen to approve the agenda excluding the Council Reports and the Manager's Report. Passed 5-0.***

CALL TO THE PUBLIC. No speaker cards were presented**.**

PROCLAMATIONS. None

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Dispensed.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Dispensed.

PRESENTATIONS. None

CONSENT AGENDA. None

LIQUOR LICENSES. None

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

C1 Resolution No. 2016-128: Relating to Elections; declaring and adopting the results of the Town of Marana general election held on November 8, 2016 (Jocelyn C. Bronson). **Ms. Bronson** explained that the Official Canvass was not available at the time the Council packets were distributed. She does have the Canvass available for Council to review, and a copy of the resolution showing the results was placed on the dais for each Council Member. She noted that the Canvass looks a little different this time because the data encompasses all county ballots. However, the data for Proposition 440 shows 12,759 votes in favor and 6,416 votes against. Staff is recommending approval. ***Motion to approve by Council Member Bowen, second by Council Member Kai. Passed 5-0.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Administration; presentation, discussion, reconsideration and possible selection of the new Town of Marana logo (Vickie Hathaway). **Mr. Davidson** noted that he had brought this item to the last Council meeting which was placed at the end of a long agenda that had a number of complex issues, and he wanted to bring it back with consideration by the Council. **Ms. Hathaway** then highlighted the choices again for Council.

Ms. Hathaway again noted that the three marks out of the original five being presented to Council were the top results of the region-wide survey. Mayor Honea stated that he had asked for reconsideration of the item because as Mr. Davidson indicated, the item didn't receive the proper consideration due to the length of the agenda and the long list of items to be discussed. **Mayor Honea** indicated his choice was the modern logo and heard that others liked it as well, which is why he wanted to bring the item back for reconsideration, as it was not the top choice at the previous meeting. He then asked for comments from Council. **Council Member Kai** spoke and said he does like the modern logo; however, the one on the right does show crops and water use for Marana. That attracted him initially, but he could live with either one. **Ms. Hathaway** said that the middle mark does have fields and water, just with a more abstract interpretation. **Council Member McGorray** said that was what she didn't like – the abstract look and without the words "Marana, Arizona." She doesn't believe the modern mark is as distinctive of our location as the mark on the right which exemplifies Marana. **Council Member Bowen** indicated he was in favor of the modern mark during the previous vote because he thinks the town needs to be thinking of its future in the branding as well as not ignoring elements of its past. He believes the modern, contemporary look of the middle mark will carry us well into the next 20 years and the next generation. ***Motion to approve the modern mark, the center logo, by Council Member Bowen, second by Mayor Honea. Town Clerk Bronson polled the Council. The motion passed 4-1 with Council Member McGorray voting nay.***

FUTURE AGENDA ITEMS

ADJOURNMENT. ***Motion to adjourn at 6:11 p.m. by Council Member Bowen, second by council Member Kai. Passed 5-0.***

CERTIFICATION. I hereby certify that the foregoing are the true and correct minutes of the public session of the Special Council Meeting held on November 29, 2016. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **B1**

Meeting Date: 12/06/2016

To: Mayor and Council

Submitted For: John Kmiec, Utilities Director

From: Amanda Jones, Management Assistant

Date: December 6, 2016

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2016-131: Relating to the Utilities Board; appointing a chair and selecting Council-appointed members to the Town of Marana Utilities Board (John Kmiec)

Discussion:

Marana Town Code 16-1-1 establishes the Town of Marana Utilities Board. The Board consists of the Town Water Director, two Town employees appointed by the Town Manager, the Town Finance Director, and three Council-appointed members. The Council-appointed members hold four year terms.

The Town advertised and solicited for applications from October 10 - November 10, 2016. The attached applications were reviewed by Town staff, and are attached for Council review.

The terms for these three appointments expire December 31, 2020.

The draft resolution presented with the agenda materials includes the names of the three individuals who have applied to serve on the Utilities Board, and includes the Water Director as chair of the Board. Town Manager-appointed Utilities Board members are Erik Montague, Ryan Benavides, and Jamsheed Mehta.

At tonight's meeting, the Town Council may do one or more of the following:
1. Interview one or more applicants either in public or in an executive sessions scheduled for that purpose.
2. Make one or more appointments.
3. Order the solicitation of additional applications.

4. Take any other action it deems appropriate.

Staff Recommendation:

Council's pleasure

Suggested Motion:

I move to adopt Resolution No. 2016-131, appointing Water Director John Kmiec as chair and appointing Julie Mette, Jeff Biggs, and Doug Emans to the Utilities Board with terms expiring December 31, 2020.

Attachments

Resolution 2016-131 Appointing Utilities Board Appointments
Application Jeff Biggs
Biggs Application Supplement
Application Doug Emans
Emans Application Supplement
Application Julie Mette
Mette Application Supplement

MARANA RESOLUTION NO. 2016-131

RELATING TO THE UTILITIES BOARD; APPOINTING A CHAIR AND SELECTING COUNCIL-APPOINTED MEMBERS TO THE TOWN OF MARANA UTILITIES BOARD

WHEREAS Marana Town Code Title 16 establishes the Town of Marana Utilities Board; and

WHEREAS Marana Town Code section 16-1-2 provides for Town Council appointment to the Utilities Board of three members who are either town residents or utility customers of the Town; and

WHEREAS Marana Town Code section 16-1-2 provides for the Town Council to choose the chair of the Utilities Board from among its membership.

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

SECTION 1. Jeff Biggs, Doug Emans, and Julie Mette are hereby appointed to the Utilities Board, each to serve for a term of four years or until a replacement is appointed by the Marana Town Council.

SECTION 2. Marana Water Director John Kmiec is hereby appointed as the Chair of the Town of Marana Utilities Board, to serve unless and until a replacement is appointed by the Marana Town Council.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Board and Commission Application

Submitted On: Oct 28, 2016 @ 10:04AM Submitted By:

Board or Commission:	Utilities Board
Please upload your resume here.:	[redacted]
First Name:	Jeff
Last Name:	Biggs
Email:	[redacted]
Full Address:	[redacted]
How many years have you lived at this address?:	15
How many years have you lived in Marana?:	15
Phone Number (Daytime):	[redacted]
Phone Number (cell or home):	[redacted]
Occupation:	Administrator
Employer:	City of Tucson Water Department
What is your vision for the Town?:	Smart growth with environmental sensitivity.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?:	Water resources and water quality.
What do you see as the Town's best asset to bring visitors and new residents to the Town?:	"Home Town" feeling.

Please explain your professional background:	See resume.
Describe your experience working with a Council-appointed board or commission:	I have worked with the M&C of Tucson for over 10 years.
Describe a time when you had to stand firm and make a tough or unpopular decision:	N/A.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.:	Water related issues effect ALL town residents.
Full Name:	John Kmiec
Full Address:	
Relationship:	Professional
Phone Number:	[redacted]
Full Name:	Tim Thomure
Full Address:	[redacted]
Relationship:	Professional
Phone Number:	[redacted]
Phone Number:	[redacted]
Name of Business:	N/A
Person with Interest:	N/A
Type of Interest:	N/A

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

	Name: First Name: Jeff Last Name: Biggs Email: Email Address [redacted]
Signature Data:	
Full Date:	10 28 2016

[redacted]
Home phone [redacted]
Cell phone [redacted]
E-mail [redacted]

Jeff B. Biggs

Summary of qualifications

- Nearly 36 years of experience in the water profession
- Managed staffs from 4 to 550 associates
- Licensed in Arizona as a Grade 4 Water Treatment Operator and a Grade 3 Water Distribution System Operator.
- Member of the American Water Works Association (AWWA) since 1980
- Member of AZ Water since 2001
- AZ Water Utility Council Committee Chair since 2013
- Member of Water Environment Federation (WEF) since 2015
- WateReuse Arizona Southern Arizona Trustee since 2014
- WateReuse Arizona Symposium Planning Committee ï 2015 & 2016
- Member of Tucson Active Management Area Groundwater Users Advisory Committee from 2010 - 2016
- AZWARN Board Member since 2015
- Board of Directors for the Multi-States Salinity Coalition since 2010
- Member of the Marana Water Utility Board since 2013
- WateReuse Association National Legislative & Regulatory Committee since 2015

Achievements

- AWWA Missouri Section Meritorious Operator Award - 1993
- Water For People Kenneth J. Miller Award - 2010
- AWWA Life Member Award ï 2011
- Select Society of Sanitary Sludge Shovelers (5S) ï 2014
- Arizona Chapter APWA, Southern Arizona Branch, Outstanding Public Works Employee ï 2016
- Arizona Chapter APWA 2016 Outstanding Public Works Employee

Project Management

- **Advanced Oxidation Process (AOP) Water Treatment Facility**. This innovative 8.4 million gallon per day (MGD) UV-hydrogen peroxide facility removes 1,4-dioxane and volatile organic chemicals (VOCs) to non-detect levels and has restored the TARP facilities to full production capacity without the need for additional blending water supplies. This facility has won the following awards:

    1. 2016 Environmental Excellence Award in Energy and Technology Innovation / Arizona Forward
    2. 2015 National Grand Prize (Design) / American Academy of Environmental Engineers and Scientists (AAEES)

3. 2015 National Recognition Award / American Council of Engineering Companies (ACEC)
4. 2015 Judgeôs Choice Award (top award) / American Council of Engineering Companies (ACEC) of Arizona
5. 2014 Water Treatment Project of the Year / AZ Water Association

- **Decision H2O**. High-profile and multi-faceted technical and public outreach program that assessed customerôs preferences for utilization of renewable Colorado River water supplies and set the course for continued monitoring of factors affecting the decision to defer treatment of this supply for mineral content reduction, construct facilities for recharge and recovery of the Cityôs full CAP water allocation, and embark on plans for beneficial use of all recycled water available to the City.
- **Recycled Water Master Plan**. A comprehensive master plan for total reuse of Tucsonôs effluent entitlement from Pima County metropolitan area wastewater treatment facilities. This includes expansion/upgrade of Tucson Waterôs non-potable reclaimed water distribution system and development and implementation of a phased program for potable reuse as a locally-controlled renewable water supply.
- **Recycled Water Program**. Advancement of early technical and public outreach program implementation efforts that will lead to full-scale facilities for potable reuse.
- **Strategic Plan**. Development and implementation based on department business values/standards and staff behavior values.
- **Maintenance Management Program (MMP) Pilot**. Managed the MMP Pilot for 15 months. During the 15 months, I introduced and initiated the Synergen Computerized Maintenance Management System (CMMS) and other innovative programs and procedures, which the department has implemented in the Maintenance division.

Work experience

August 2015 – Present Tucson, AZ Water Department

Strategic Initiatives Administrator

Managed a staff of 16 employees performing various activities within the Strategic Initiatives division of Tucson, AZ Water Department. The Intergovernmental Affairs (IGA) section handles intergovernmental coordination and provides professional level support to special projects within the utility. Main responsibilities include IGA creation and compliance tracking, representation of utility to outside groups and organizations, Mayor & Council agenda coordination, and Citizenôs Water Advisory Committee administrative staffing. Public Information & Conservation (PICO) section is comprised of two units. The Public Information Unit coordinates community outreach efforts, utility information and education programs, and maintains media relations. The Conservation Unit plans, develops, and implements all water conservation programs. The Technical Innovations unit coordinates all department research activities with outside agencies.

These outside agencies include, but are not limited to the University of Arizona, the Water Research Foundation, and the WateReuse Research Foundation. The majority of research involves In-Kind services from Tucson Water, with a few involving some monetary funding.

February 2014 – August 2015 Tucson, AZ Water Department

Interim Deputy Director

Managed a staff of 400 employees performing various activities. In addition to **Strategic Initiatives**, I oversaw the following areas:

Customer Service:

Responsible for water service-related activities including meter reading, service connection and disconnection, and issuing monthly water, sewer, and refuse bills. The Solution Center and Front Counter Clerks serve as the primary customer contact for most Tucson Water customers. In addition, the office conducts high bill investigations, investigates water waste complaints, and provides other customer assistance services. Specialized staff responds to water waste complaint issues and provide water audit services to customers with high bills and high water-use landscaping.

Maintenance:

Responsible for maintaining the departmentôs potable and reclaimed water facilities including wells, boosters, and reservoirs. Staff maintains the pipelines and components of the distribution systems, installs new services, and fire hydrants, and constructs minor system modifications. Staff also maintains utility construction equipment, provides radio communications, and is responsible for the ñBlue Stakeò program, which locates water system lines. The division manages the utility-owned Avra Valley Central Arizona Project (CAP) water recharge basins and recovery wells. In addition, staff oversees a comprehensive computerized preventive maintenance management system to ensure overall water system integrity.

Water Quality & Operations:

Responsible for operating treatment facilities as well as the state-certified laboratory and water quality permit compliance section. Staff operates a reclaimed water treatment facility, a treatment facility to treat recovered Colorado River water, and two groundwater remediation facilities for treating and disinfecting potable water supplies. Staff ensures all potable water delivered to customers meets all applicable drinking water standards.

March 2013 – February 2014 Tucson, AZ Water Department

Strategic Initiatives Administrator

Managed a staff of 16 employees performing various activities within the Strategic Initiatives division of Tucson, AZ Water Department. The Intergovernmental Affairs (IGA) section handles intergovernmental coordination and provides professional level support to special projects within the utility. Main responsibilities include IGA creation and compliance tracking, representation of utility to outside groups and organizations, Mayor & Council agenda coordination, and Citizens Water Advisory Committee administrative staffing. Public Information & Conservation (PICO) section is comprised of two units. The Public Information Unit coordinates community outreach efforts, utility information and education programs, and maintains media relations. The Conservation Unit plans, develops, and implements all water conservation programs. The Technical Innovations unit coordinates all department research activities with outside agencies. These outside agencies include, but are not limited to the University of Arizona, the Water Research Foundation, and the WateReuse Research Foundation. The majority of research involves In-Kind services from Tucson Water, with a few involving come monetary funding.

January 2011 – March 2013 Tucson, AZ Water Department

Water Quality & Operations Administrator

Managed a staff of 70 employees performing various activities within the Water Quality & Operations division of the Tucson, AZ Water Department. The division is responsible for operating three (3) water source facilities as well as a state certified laboratory. Division personnel operate a reclaimed water treatment plant, which includes a tertiary treatment facility and an on-site recharge and recovery facility. A 160 MGD surface water treatment facility is utilized for treating recharged and recovered groundwater, which is supplied from the Colorado River through the Central Arizona Project canal. Also, a groundwater TCE remediation treatment facility supplies potable water to the distribution system. Additionally, staff operates the potable distribution system for the main Tucson Water system and the 10 isolated water systems. Also, staff is responsible for the drinking water regulatory compliance; AZPDES discharge permits, Aquifer Protection Permits, air quality permits and is the lead for the departments Water Loss Program. The Customer Concerns Unit is housed within the Water Quality Management division. This unit responds to customer complaints ranging from water quality to water pressure concerns. I serve as a liaison with state and federal water quality regulatory agencies, including the management of the TARP facility, which is an USEPA TCE Superfund site. Responsible for a $40 million O&M budget. Involved in numerous departmental Capital Improvement Projects, including a Reservoir Rehabilitation Program, an Effluent Master Plan, Advanced Oxidation Process Facility and a SCADA Master Plan.

September 2008 – January 2011 Tucson, AZ Water Department

Department Director

Managed an enterprise department with a current operating budget of $130 million and a capital budget of $50 million and with a highly qualified staff of 575. The Director is responsible for complete management of operations, maintenance, securing water resources and strategic planning. This includes financial, engineering, water quality assurance, and customer service functions. I took a leading role in regional water management issues and work collaboratively with other local utilities and city government organizations. Other responsibilities included, but were not limited to, coordination of activities with government officials, community leaders, businesses and the press; develop regional collaboration in the water quality and supply issues; direct utility financial functions to include bond sales, revenue projections, and annual budgets for O&M and capital improvements; financial planning for continuous infrastructure maintenance, replacement and any necessary expansion; communicate with employees at all levels on a quarterly basis to share information and to promote performance expectations; direct hiring, discipline, evaluating, training, and coordinating other human resource activities; resource planning and capital improvement programs for long-term sustainability of water supplies; maintain a dialogue with the customer base and the larger community to retain consumer confidence and satisfaction; oversee the water rate development process; and leadership of an efficient community water conservation effort.

June 2001 – September 2008 Tucson, AZ Water Department

Water Quality Management Administrator

Managed a staff of 63 employees performing various activities within the Water Quality Management division of the Tucson, AZ Water Department. The division is responsible for operating three (3) water source facilities as well as a state certified laboratory. Division personnel operate a reclaimed water treatment plant, which includes a tertiary treatment facility and an on-site recharge and recovery facility. A 160 MGD surface water treatment facility is utilized for treating recharged and recovered groundwater, which is supplied from the Colorado River through the Central Arizona Project canal. Also, a groundwater TCE remediation treatment facility supplies potable water to the distribution system. Additionally, staff operates the potable distribution system for the main Tucson Water system and the 10 isolated water systems. Also, staff is responsible for the drinking water regulatory compliance; AZPDES discharge permits, Aquifer Protection Permits, air quality permits and is the lead for the departments Water Loss Program. The Customer Concerns Unit is housed within the Water Quality Management division. This unit responds to customer complaints ranging from water quality to water pressure concerns. Within the last 2 years I reorganized the Water Quality Management division to better meet the needs of the division and department. I served as a liaison with state and federal water quality regulatory

agencies, including the management of the TARP facility, which is an USEPA TCE Superfund site. I was responsible for a $30 million O&M budget. Involved in numerous departmental Capital Improvement Projects, including the upcoming chemical feed modifications at Plant 9. I was involved in the departments Security Program and also worked with a team of Tucson Water staff in preparations for the potential of electrical interruptions by TEP and TRICO. Heavily involved in the development and implementation of the Maintenance Management Program (MMP). In addition, I was invited to participate in various American Water Works Association Research Foundation (AwwaRF) projects dealing with water quality and water treatment. I gave presentations on Decision H2O and the MMP at seminars, to Mayor and Council study sessions, and the Citizens Water Advisory Committee (CWAC).

1993 – 2001 Water Services Department, City of Kansas City, MO

Treatment Plant Superintendent

Managed a staff of 36 treatment plant operators and 6 shift supervisors performing various activities at the water treatment facility. These activities included chemical treatment and finished water distribution by use of a SCADA system. Prepared requisitions and specifications. Coordinated with contractors and consulting engineers. Prepared and managed section budget. Updated Standard Operating Procedures for the water treatment facility. Reviewed daily laboratory analysis and correlated results with treatment parameters and cost. Analyzed chemical and process efficiency. Advised, recommended and implemented needed changes. Human resource management activities included associate motivation, grievances and necessary disciplinary actions. Attended seminars and training classes; remained aware of current standards, innovative ideas and methods of water treatment, associate management and other related subjects.

1987 – 1993 Water Services Department, City of Kansas City, MO

Chief Plant Operator

Supervised 4-5 person crews in activities pertaining to water treatment and pumping facility operation. Interpretation of laboratory analysis, decision making on chemical treatment and operation of chemical feed equipment. Trained associates in safe handling of hazardous chemicals, proper filtration practices and troubleshooting equipment. Ensured proper water pressure in the distribution system and efficient control of electrical power.

1980 – 1986 Burlington Municipal Waterworks, Burlington, IA

Plant Operator

Operated 15 MGD surface and well water treatment plant on rotating shifts. Responsibilities included computing chemical feed dosages and adjusting chemical feed equipment. Performed various laboratory quality control tests. Maintained correct water distribution pressure utilizing elevated storage tanks and booster pumps. Operated rapid sand filters and performed well drawdowns.

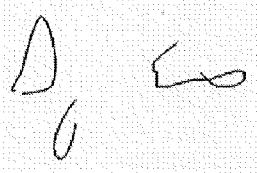
Board and Commission Application

Submitted On: Nov 10, 2016 @ 7:10PM **Submitted By:**

Board or Commission:	Utilities Board
Please upload your resume here.:	https://seamlessdocs.s3.amazonaws.com/attachments%2FCO15031000017642316%2FgEP33B3nRWiRQKXe6Y0X_Resume%27+General.docx
First Name:	Doug
Last Name:	Emans
Email:	demans@northwestfire.org
Full Address:	[redacted]
How many years have you lived at this address?:	22 Years
How many years have you lived in Marana?:	0
Phone Number (Daytime):	[redacted]
Phone Number (cell or home):	[redacted]
Occupation:	Firefighter
Employer:	Northwest Fire District
What is your vision for the Town?:	Creation of environments to support and grow business and families long term. Systematic and controlled approaches will be necessary to maintain sustainable ecosystems of family, services, social needs, strong revenue streams and safety and security needs. Combined, the foundations necessary for continued strong community.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?:	The balance between necessary infrastructure and growth momentum. These are parallel and planning dependent outcomes. Good judgement, long term thinking and a systems based approach will be necessary to successfully balance the issues to provide the most effective solutions.
What do you see as the Town's best asset to bring visitors and new residents to the Town?:	I believe the overall "feel" of the Town is the biggest attraction. The environment has a good mix of community activities, proximity to many different surroundings within reasonable drives, weather and world class services are close by. Access to a major University and a variety of business environments, either startups or mature companies can find all the services for both employees and family members regardless of the individual stages of each.

Please explain your professional background:	I have 30 years of public safety/public service experience in a medium size fire department organization. My experience managing fire and medical service delivery or supporting those who deliver services to the community has been exceptionally broad as compared to many of my peers. I have served as an administrator since 1994 positioned in areas including budget and procurement; planning and construction of facilities; maintenance of fleet services and facilities; ordering and distribution of goods, supplies and materials; and, risk management including oversight of the Fire Marshall's office. Northwest Fire District is a fully accredited agency, the only current municipal fire service provider in Southern Arizona.
Describe your experience working with a Council-appointed board or commission:	I have previously served as a Marana Community Forum member for two terms. Our role was to select challenging current issues recommended by the council or management staff to explore the possibilities and barriers for successful implementation. Through intense short term collaboration and a communications, several items were presented to the council for implementation. More recently my experience was as a staff member facilitating and providing information to an appointed committee related to the sale of bonds through the election process. Having experienced both roles in response to very important questions for public officials has provided insight and exposure to efficient government operations.
Describe a time when you had to stand firm and make a tough or unpopular decision:	As a manager this occurs regularly. A recent example can be attributed to our bond referendum campaign. During this campaign, organizationally we worked very hard to follow the legislation and laws pertaining to what we, as public officials, can do to support the bond. What we quickly recognized is many people want us to speak at their meetings, provide information, provide monetary resources, etc. I had to take a firm position that organizationally, we would not provide more than factual information without influence. Additionally, we had multiple situations where a PAC group had placed signage or propaganda on on or in our sites, which had to be taken down or removed from the premises. Many were not happy, but we could not tolerate less than accurately following the election laws in our state.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.:	The beauty from my perspective is that i am not a resident currently. My desire for involvement in the this board is due to my affiliation and working relationship between the Town and Northwest Fire District. We are a large water user and service provider based in the the Town for the majority of our current stations, population and service provision. From a risk perspective, we need to work closer with the town to be certain the capacities meet the current and future needs of the community for both fire prevention and fire suppression capability.
Full Name:	Trina Motto
Full Address:	[redacted]
Relationship:	Coworker
Phone Number:	[redacted]
Full Name:	Brian
Full Address:	[redacted]
Relationship:	Friend/Coworker
Phone Number:	[redacted]
Phone Number:	[redacted]
Name of Business:	None

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

	Name: First Name: Doug Last Name: Emans Email: Email Address: demans@northwestfire.org
Signature Data:	
Full Date:	11 10 2016

Doug Emans
Assistant Fire Chief

Employer
Northwest Fire District
5225 W. Massingale Rd.
Tucson, AZ 85743

Northwest Fire District provides professional fire protection, emergency medical services and related public education to 110,000 residents and 3,300 commercial occupancies in a 140 square mile area. Ten fire stations are staffed 365 days a year by 192 firefighters, who are also Paramedics or Emergency Medical Technicians.

Experience
Assistant Chief
- Provide oversight, feedback and strategic direction to Support and Administrative Divisions
- Community Liaison representing the District in various events.
- Government Liaison fostering relationships between the District and surrounding governmental organizations.

Logistics Section Chief 2008-2012
- Managing the Service, Supply and Procurement Branches of the Logistics Section.
- Served as Chairman of the Apparatus Working Group to determine Apparatus needs, develop specifications, conduct equipment reviews and ensure compliance.
- Currently serving as Support Services Subcommittee Co-Chair in Labor/Management Leadership Team based approach.

Battalion Chief 2000-2008
- Shift Commander for Operations Division in both single Battalion and two-Battalion per shift configuration.
- Served as Technical Rescue Team Director prior to significant UASI and other grant funded program contributions.
- Served as Emergency Medical Services Chief Officer.
- Successfully implemented computer aided staffing program for entire operations section.
- Served as Communications Liaison between City of Tucson Dispatch Center and five members of the Northwest Communications Consortium.

Assistant Chief 1994-2000
- Served as both Operations and Support Services Divisions of a rapidly growing and extremely forward thinking Fire District.
- Successfully introduced Battalion Chief Position following merger and integration of personnel.
- Successfully integrated operations personnel following a merger with Flowing Wells Fire District.

Education
University of Phoenix Tucson Arizona Campus
Bachelor of Science in Business Administration March 1999

Other Experience
Southwest Area Incident Management Team

- Liaison Officer working in the Incident Commanders General Staff coordinating incident information and intelligence between cooperating agencies including law enforcement, public works officials, transportation officials and contractors.
- Large incident experience in both rural and range settings as well as highly urbanized areas with multiple agency and jurisdictional influence.

Board and Commission Application

Submitted On: Nov 9, 2016 @ 12:14AM Submitted By:

Board or Commission:	Utilities Board
Please upload your resume here.:	[redacted]
First Name:	Julie
Last Name:	Mette
Email:	[redacted]
Full Address:	[redacted]
How many years have you lived at this address?:	12
How many years have you lived in Marana?:	20
Phone Number (Daytime):	[redacted]
Phone Number (cell or home):	[redacted]
Occupation:	SAHM/Real Estate Agent
Employer:	Home Smart
What is your vision for the Town?:	I'd like to see Marana increase its commercial opportunities, including grocery stores and restaurants, and expand its industry, especially in higher technologies, while maintaining parks and green spaces, and continuing to foster a safe environment for children and families.
What are some of the most important concerns or issues that you think the Town will have to face in the next 5 - 10 years?:	The town will need to ensure that growth is managed, by properly planning for water, roads, traffic signals, etc. and ensuring they continue to attract businesses and industry by having appropriate conditions in place.
What do you see as the Town's best asset to bring visitors and new residents to the Town?:	Marana has great public schools and parks, and significant open space, and a close knit and active community.
Please explain your professional background:	I am a stay at home mom, and I work part time, juggling real estate as well as serving. I have been very active in the community, especially with the schools. I am a hard worker, and strive to have positive involvement in all that I do.

Describe your experience working with a Council-appointed board or commission:	I have no experience at this time.
Describe a time when you had to stand firm and make a tough or unpopular decision:	As a mom, I encounter this often. In my professional real estate career, I often have negotiate contracts with multiple parties, in which the parties have vested interests and must often come to agreements or compromises they may not have expected.
If appointed by the Council you will be representing all of the Town of Marana in your decisions. Describe how you will maintain your objectivity in making decisions for locations other than your own residence.:	I strive to be fair and balanced in my decisions. I make great effort in trying to understand the perspectives of other people, and feel this is one of my strengths.
Full Name:	Cheryl Tomolillo
Full Address:	[redacted]
Relationship:	Co-Worker
Phone Number:	[redacted]
Full Name:	Eliot Longacre
Full Address:	[redacted]Dr.
Relationship:	Friend
Phone Number:	[redacted]
Phone Number:	[redacted]
Name of Business:	n/a
Person with Interest:	n/a
Type of Interest:	n/a
Additional Information:	

Have any of the above businesses conducted any business (e.g. supplier of goods or services, contractor, consultant) with the Town of Marana in the past 24 months?:	No
If Yes, please explain:	
Are you, a relative, or any member of your household an employee of the Town of Marana?:	No
If Yes, please explain:	
List by name any compensated lobbyist with whom you, or a relative, or a member of your household shares any direct economic interest such as a partnership, joint venture or similar business relationship.a?:	n/a
Signature Data:	Name: First Name: Julie Last Name: Mette Email: Email Address: [redacted] Julie L. Mette
Full Date:	11 8 2016

Julie Mette

[redacted]

Objective

Obtain a position on the Marana Utilities Board to gain knowledge and participate in discussions in order to help shape the community, and ensure its health and wellbeing.

Experience

Stay at Home Mom (SAHM) (07/2004 to Present – Full Time):
General care of family household, including but not limited to, overall care of family members, scheduling events, creating budget and managing finances, performing daily miscellaneous tasks, and participating in events related to the family and community, such as PTO meetings, school volunteering and participation, sports organizations, etc.

Real Estate Agent—Home Smart Advantage (09/2014 to Present – Part Time):
Assist homebuyers and sellers in the process of real estate transactions with professionalism and clear communication. Responsibilities include writing, interpreting, and negotiating contracts for clients, while maintaining due diligence and timeliness. Additional responsibilities include researching market pricing and conditions, conveying information, coordinating meetings and various work tasks, and various business transactions.

Server—Olive Garden (10/2008 to Present – Part Time):
Responsible for customer service, including coordinating and executing various tasks, interfacing with management and support staff, handling multiple guest orders in a timely manner and ensuring an overall exceptional customer experience. Additional tasks include cash handling, computer entry, providing and completing training, managing and meeting sales expectations, and interfacing with wide-ranging customers and customer needs.

American Airlines (12/1995 to 07/2004 – Full Time):
Responsibilities include executing sales, assisting customers with various tasks while maintaining communication, with a steady stream of incoming calls. Provided one-on-one training to new hires and current agents transitioning to new departments, both in class and real-time settings. Promoted to "quality assurance" position to help ensure customer

and agent information were correctly executed, which included reporting and evaluating, while working directly with agents' supervisor. Received ACE Awards in 2000 and 2001 due to nominations from both peers and supervisors.

Education

- Hogan's School of Real Estate
- Pima Community College, Tucson, AZ
- Perrysburg High School, Perrysburg, Ohio

Personal

- Self-motivated and enjoys working with others in a team environment.
- Excellent ability to mulit-task and always striving to work efficiently.
- Professional and pleasant
- Enjoys exercising, reading, spending time with family and traveling.

References:

Available upon request.

Council-Regular Meeting **A1**

Meeting Date: 12/06/2016

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: December 6, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2016.023; Relating to Development; Approving a rezoning of approximately 45 acres of land located east of Camino de Manana approximately 1/8 mile south of the Desert Falcon Lane alignment from "R-36" Single-Family Residential to "R-6" Single-Family Residential. (Brian D. Varney)

Discussion:

Rezoning Request
The applicant is requesting approval of the Twin Peaks Estates Rezoning, a proposal to rezone approximately 45 acres of land from "R-36" Single-Family Residential to "R-6" Single-Family Residential. The conceptual development plan proposes a single-family residential development of 82 lots with a significant amount of natural and active open space.

Marana General Plan
The rezoning area is designated with a land use category of Low-Density Residential (LDR) in the Marana General Plan with a density range of 0.5 to 2.0 residences per acre (RAC). The proposed rezoning is consistent with the growth and open space preservation goals of the Low-Density Residential designation, which allows for clustered housing projects where warranted due to environmental factors. The proposed density for the Twin Peaks Estates is 1.83 residences per acre, which falls within the density range prescribed for the LDR land use category.

Land Use
The rezoning area is bordered on the north by partially developed R-36 zoned property, the Camino de Manana roadway (and undeveloped R-36 zoned property beyond) on the west, and partially developed R-144, R-36 and SR (Pima County) zoned property on the east. The Preserve at Twin Peaks Specific Plan borders the rezoning area on the south.

The topography of the rezoning area is characterized by relatively flat terrain sloping from the northeast to the southwest. The significant natural drainageways are proposed to be largely preserved in their natural state with minor encroachments for roadway and trail crossings. Grading will be restricted to lots, roadways, and necessary ancillary grading for improvements within the project. Increased stormwater run-off resulting from future development will be detained throughout the project, thereby, mitigating impacts to upstream and downstream drainage patterns. Town staff will evaluate all on-site and off-site drainage for the project in greater detail during the platting process, and will require an approved drainage study with the review of the preliminary plat.

The conceptual development plan proposes a single-family residential development consisting of 82 lots, roadways, drainage, and utility infrastructure, as well as approximately 24 acres of natural open space, much of which consists of riparian area. The plan also proposes active open space consisting of a park which will occupy approximately 0.2 acres of the rezoning area. The proposed lot configuration is a clustered design intended to minimize impacts to natural drainage and maximize open space connectivity. Pedestrian / bicycle trails are proposed within the open space areas providing opportunities for outdoor recreation. A public trail easement will be provided along the east boundary and along a portion of the south boundary of the property connecting to a public trail easement in the adjacent development to the south (Preserve at Twin Peaks). A public trail easement will be granted to the Town during the platting process, and the Town will be responsible for construction of the trail. The developer / builder will be required to construct a 10-foot wide asphalt shared-use path along the project's entire frontage on Camino de Manana connecting to an identical path provided by the Preserve at Twin Peaks project to the south and ultimately tying into the intersection at Twin Peaks Road.

It is anticipated that a forthcoming subdivision plat will propose two lot size categories at a minimum of 6,000 (50' x 120') square feet and 7,200 (60' x 120') square feet, respectively. A mixture of one-story and two-story homes are proposed; however, the majority of lots adjacent to the perimeter of the rezoning area are proposed to be developed with single-story homes to minimize visual impact upon nearby properties. Perimeter setbacks and landscaped buffers are proposed at a minimum depth of 20 feet along the boundary of the rezoning area. The lot line setback has been increased to 100 feet along the north and east boundaries in order to provide a substantial separation between lots proposed with this project and existing neighboring development. Additionally, screen walls along the bulbs of all three cul-de-sacs and greater density landscaping along the north property boundary are proposed to mitigate the potential for headlight trespass upon the properties to the north. In addition to the Town's standard development regulations, development within the rezoning area will be subject to the regulations of the Twin Peaks Corridor Study, and the Town's Residential Design Standards.

Access and Circulation

The Conceptual Development Plan indicates two points of permanent access into the rezoning area off of Camino de Manana. It is anticipated that all internal streets will be public and constructed within a right-of-way of 50 feet. The construction of any roadway improvements required by the findings of the approved traffic study will be the responsibility of the developer.

Utilities

The rezoning area is located within the Town of Marana water service area and water supply is assured; however, water is currently not provided to the site. A 16-inch water main is located in Twin Peaks Road near its intersection with Blue Bonnet Road. The developer will be responsible for the design and construction of the water distribution system to serve any proposed development. A water service agreement, as well as plans for the water distribution system will be required prior to development.

Sewer service will be provided to future development within the rezoning area by Pima County. The planned developments within this area of the Twin Peaks corridor will collaborate on the construction of a sewer line extending south along the Blue Bonnet Road alignment approximately 1.25 miles to the intersection of Linda Vista Blvd. and Hartman Lane.

The rezoning area lies within the service areas of Trico Electric, Southwest Gas, Century Link and Comcast.

Citizen Participation
The Planning Center held a neighborhood meeting and has met individually with a number of adjoining property owners to discuss the project and has worked directly with those owners in an attempt to address their concerns. As a result, additional bufferyard space and screen walls have been provided along portions of the north, east, and south boundaries of the project, and many lots have been designated for single-story construction in order to preserve views and minimize visual impact to adjoining properties.

Public Notification
The public hearing was legally noticed in The Daily Territorial newspaper, and all property owners within 300 feet of the rezoning area were noticed by United States Mail of the date, time, and topic of the public hearing. Additional notice was posted at various locations within the community.

Recommended Findings of Fact

1. The property is currently zoned "R-36" Single-Family Residential. The proposed change in zoning from "R-36" to "R-6" Single-Family Residential will not require an amendment to the General Plan, as the existing land use category of Low-Density Residential (LDR) prescribes a density range of 0.5 - 2.0 residences per acre. The Twin Peaks Estates Rezoning proposes a density of 1.83 residences per acre.
2. With the acceptance of the recommended conditions, the proposed rezoning is in compliance with all other development standards of the Land Development Code related to this zoning classification.
3. The proposed rezoning, with acceptance of the recommended conditions, does not appear to be detrimental to the immediate area or to the health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Case Analysis Review Criteria

1. Ability to comply with development regulations, i.e. water, sanitation, access, developable parcel, etc.:

With the acceptance of the recommended conditions the proposed rezoning complies with the requirements of all agencies.

2. Ability to comply with requirements of the zoning regulations, i.e. lot size, frontage, setbacks, etc.:
With the acceptance of the recommended conditions the proposed rezoning complies with the requirements of "R-6" Single-Family Residential zoning and the purpose and intent of the Land Development Code.

3. Consistent with the purpose of the zoning regulations and with the intent of the General Plan:
The proposed rezoning is consistent with the purpose and intent of the Land Development Code and the Town of Marana General Plan Low-Density Residential (LDR) land use category.

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:
Based upon the requirements and conditions, the proposed rezoning does not appear to be detrimental to the immediate area or to the general health, safety, and welfare of the inhabitants of the area and the Town of Marana.

Staff Recommendation:

Staff recommends adoption of Ordinance No. 2016.023 approving the Twin Peaks Estates Rezoning based upon the recommended findings and subject to the conditions set forth in the draft Ordinance included with these agenda materials.

Planning Commission Recommendation:

The Planning Commission heard the request for the proposed rezoning at a public hearing held on October 26, 2016. The draft minutes from the hearing have been attached to this report. The Commission heard comments from the public regarding the following: setback and bufferyard depth along the north property boundary; building heights (one story vs. two story); increased traffic on Camino de Manana; collaboration with other developers in the area on financing and construction of off-site utility infrastructure; maximum elevation of roof lines of future construction; and, impacts on existing watershed conditions.

By a vote of 7-0, the Planning Commission voted in favor of recommendation to the Town Council approval of the rezoning subject to the recommended conditions and the following additional conditions:

1. Include a 100-foot setback with a 75% vegetative buffer along the northern property boundary.
2. Include 4-foot buffer screen walls along the end of the three cul-de-sacs.
3. All homes along Camino de Manana shall be limited to single-story construction.

Suggested Motion:

I move to adopt Ordinance No. 2016.023, approving the Twin Peaks Estates Rezoning, subject to the recommended conditions.

Attachments

Ordinance 2016.023 Approving the Twin Peaks Estates Rezoning

Exhibit A

Location Map

Rezoning Application

Site Analysis Document

Planning Commission minutes (draft) 10-26-2016

MARANA ORDINANCE NO. 2016.023

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 45 ACRES OF LAND LOCATED EAST OF CAMINO DE MANANA APPROXIMATELY 1/8TH MILE SOUTH OF THE DESERT FALCON LANE ALIGNMENT FROM "R-36" SINGLE-FAMILY RESIDENTIAL TO "R-6" SINGLE-FAMILY RESIDENTIAL

WHEREAS Manana Property, LLC, an Arizona limited liability company, (the "Property Owner") owns approximately 45 acres of property located on the east side of Camino de Manana approximately 1/8th mile south of the Desert Falcon Lane alignment within Section 12, Township 12 South, and Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this Ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized the Planning Center to submit an application to rezone the Rezoning Area from "R-36" Single-Family Residential to "R-6" Single-Family Residential ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on October 26, 2016, and voted 7-0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions and adding additional conditions; and

WHEREAS the Marana Mayor and Town Council held a public hearing on December 6, 2016 and determined that this Rezoning should be approved.

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

Section 1. The zoning of the Rezoning Area is hereby changed from "R-36" Single-Family Residential to "R-6" Single-Family Residential.

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

1. Compliance with all applicable provisions of the Town's codes and ordinances current at the time of any subsequent development including, but not limited to, requirements for public improvements and payment of application fees and applicable development impact fees.
2. Any preliminary plat or development plan for any portion of the Rezoning Area shall be in general conformance with the Conceptual Development Plan presented to and approved by the Town Council as part of this Rezoning.

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

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

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

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

7. The final design of all streets and circulation facilities, including gated access (if applicable), must be accepted by Northwest Fire District prior to Town Council consideration of a final plat for any portion of the Rezoning Area.

8. The maximum number of residential lots within the Rezoning Area shall not exceed 82.

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

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

11. Prior to the issuance of any grading permits, the Property Owner shall submit evidence to the Town that all federal permit requirements have been met through the Corps of Engineers and the State Historic Preservation Office, if federal permits are required for the development of the Rezoning Area.
12. A 100% clearance survey for the desert tortoise shall be completed by a qualified biologist at the Property Owner's expense and a survey report shall be submitted to the Town and to the Arizona Game and Fish Department (AZGFD) prior to issuance of any grading permits. If a desert tortoise is found during the survey or at any time during construction, the Property Owner shall immediately notify the Town and the AZGFD, and the tortoise shall be moved in accordance with the most current *AZGFD Tortoise Handling Guidelines* at the Property Owner's expense.
13. The Property Owner shall not cause any lot split of any kind without the written consent of the Town of Marana.
14. A 100-foot lot line setback with landscape buffer achieving 75% vegetative screening shall be provided along the entire north property boundary.
15. Screen walls at a height of four feet shall be constructed along the north side of all three cul-de-sacs to prevent headlight trespass onto neighboring properties to the north.
16. All structures constructed along Camino de Mañana shall be constructed as single-story.

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

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of December, 2016.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

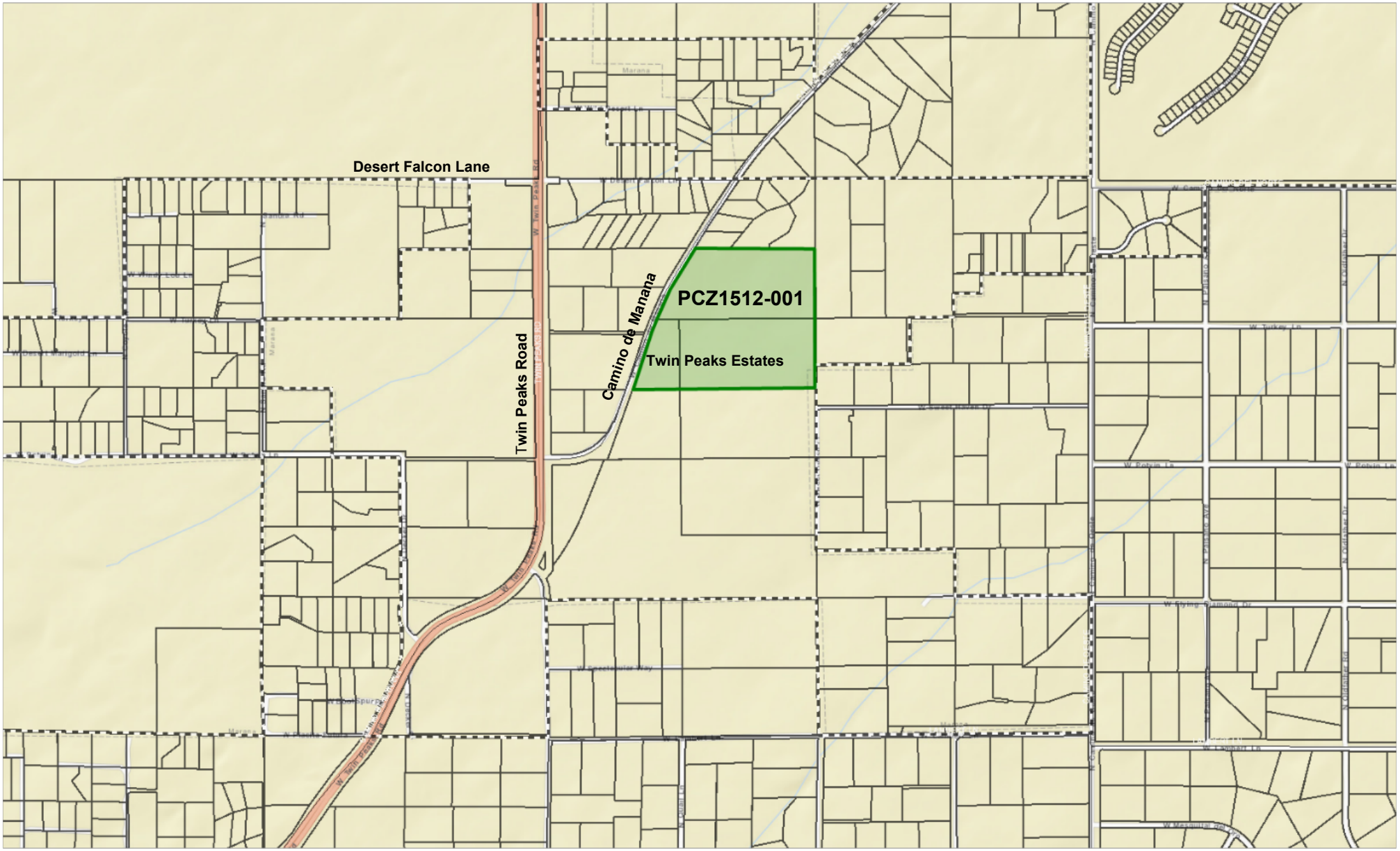
The North half of the South half of the Northwest quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT any portion lying West of the East line of El Camino de Manana as shown on Road Maps recorded in the office of the County Recorder of Pima County, Arizona, in Book 2 of Road Maps at page 1, 2 and 3.

PARCEL 2:

The South half of the North half of the Northwest quarter of Section 12, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima County, Arizona;

EXCEPT any portion lying West of the East line of El Camino de Manana as shown on Road Maps recorded in the office of the County Recorder of Pima County, Arizona, in Book 2 of Road Maps at page 1, 2 and 3.



PCZ-1512-001: Twin Peaks Estates Rezoning

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

111° 04' 55.031" 32° 24' 45.030" Scale 1:10,994

MARANA
PLANNING

1. TYPE OF APPLICATION (Check One)

☐ Preliminary Plat	☐ Final Plat	☐ General Plan Amendment	☐ Variance
☐ Development Plan	☐ SWPP	☐ Landscape Plan	☐ Native Plant Permit
☐ Specific Plan Amendment	☐ Conditional Use Permit	☑ Rezone/Specific Plan	☐ Native Plant Exception
☐ Significant Land Use Change	☐ Minor Land Division	☐ Water Plan	☐ Annexation

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

2. GENERAL DATA REQUIRED

Assessor's Parcel Number(s)	216-25-0160, -0170 and -0180			**General Plan Designation (To be confirmed by staff)**	Low Density Residential (LDR)
Gross Area (Acre/SF)	approximately 45 acres			**Current Zoning (To be confirmed by staff)**	R-36 (Single Family Residential)
Development / Project Name	Twin Peaks Estates			**Proposed Zoning**	R-6 (Single Family Residential)
Project Location	Northeast corner of Twin Peaks Road and Oasis Road Township 12 South, Range 12 East, Section 12				
Description of Project*	Single-family residential one- and two-story subdivision with 86 lots				
Property Owner	Manana Property, LLC				
Street Address	6700 North Oracle Road, Suite 100				
City Tucson	**State** AZ	**Zip Code** 85704-7733	**Phone #** 520-529-1515	**Fax #** 520-529-9040	**E-Mail Address** stever@rrs-law.com
Contact Person	Steve Russo			**Phone Number / E-mail** 520-529-1515 / stever@rrs-law.com	
Applicant	Manana Property, LLC				
Street Address	6700 North Oracle Road, Suite 100				
City Tucson	**State** AZ	**Zip Code** 85704-7733	**Phone #** 520-529-1515	**Fax #** 520-529-9040	**E-Mail Address** stever@rrs-law.com
Contact Person	Steve Russo			**Phone Number / E-mail** 520-529-1515 / stever@rrs-law.com	
Agent/Representative	The Planning Center				
Street Address	110 South Church Ave, Suite 6320				
City Tucson	**State** AZ	**Zip Code** 85701	**Phone #** 520-623-6146	**Fax #** 520-622-1950	**E-Mail Address** lmorales@azplanningcenter.com
Contact Person	Linda Morales			**Town of Marana Business License No.**	125638

3. AUTHORIZATION OF PROPERTY OWNER

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

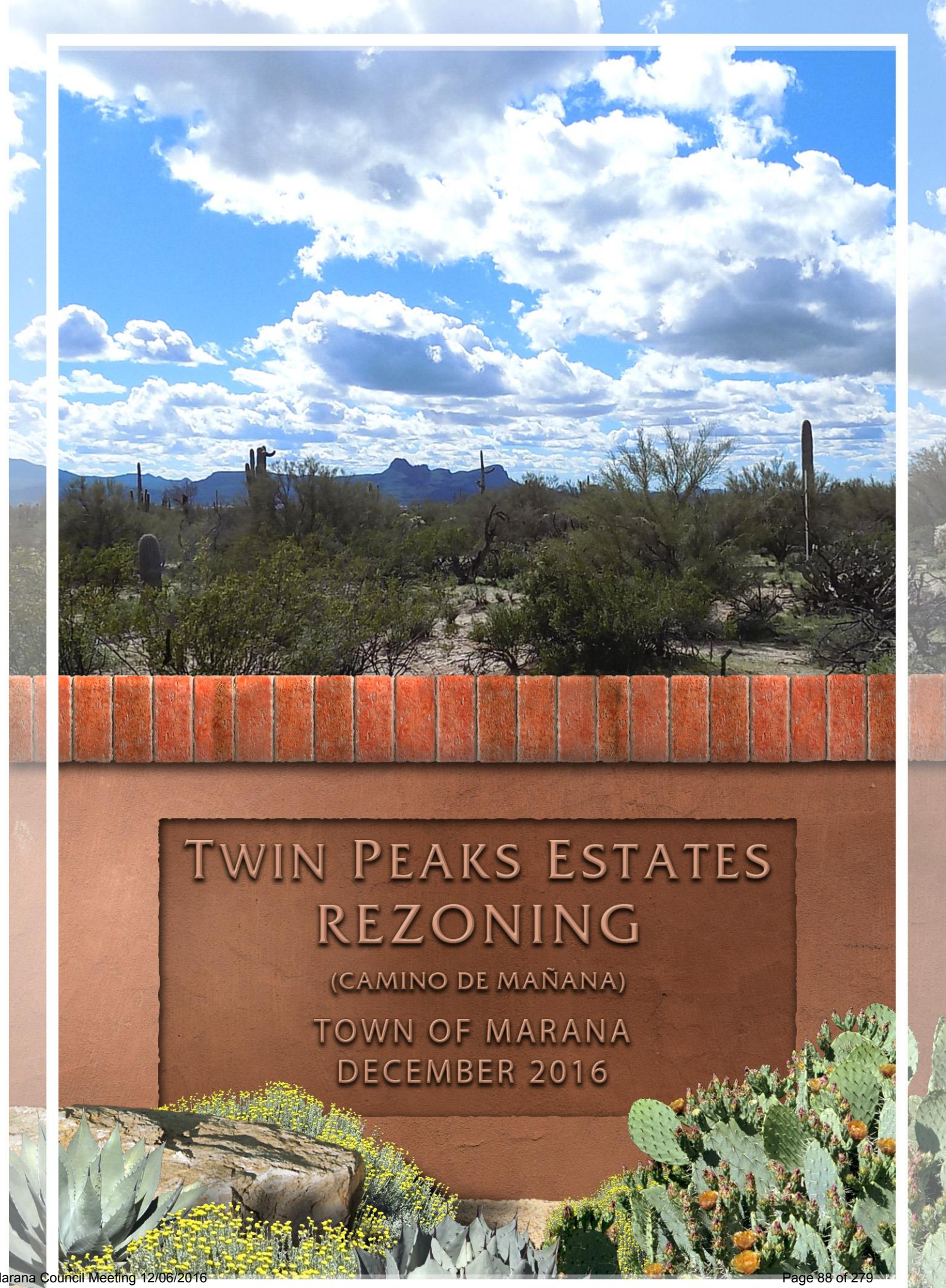
Linda Morales — Print Name of Applicant/Agent

Signature

11/30/15 — Date

CaseLog# _____ Date Received 12/1/15 Signature

CRW# PC2 1512-001 5181 W Camino de Manana


TWIN PEAKS ESTATES
REZONING
(CAMINO DE MAÑANA)
TOWN OF MARANA
DECEMBER 2016

Twin Peaks Estates
R-36 to R-6 Rezoning

Camino de Mañana & Twin Peaks Road
Marana, Arizona

Marana Case Number: PCZ1512-001
Request to rezone from:
Single Family Residential R-36 to Single Family Residential R-6

Submitted to:

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

Prepared for:

Manana Property LLC
6700 North Oracle Road, Suite 100
Tucson, Arizona 85704

Prepared by:

The Planning Center
110 South Church Avenue, Suite 6320
Tucson, Arizona 85701

With assistance from:

CMG Drainage Engineering, Inc.
3555 North Mountain Avenue
Tucson, Arizona 85719

December 2016

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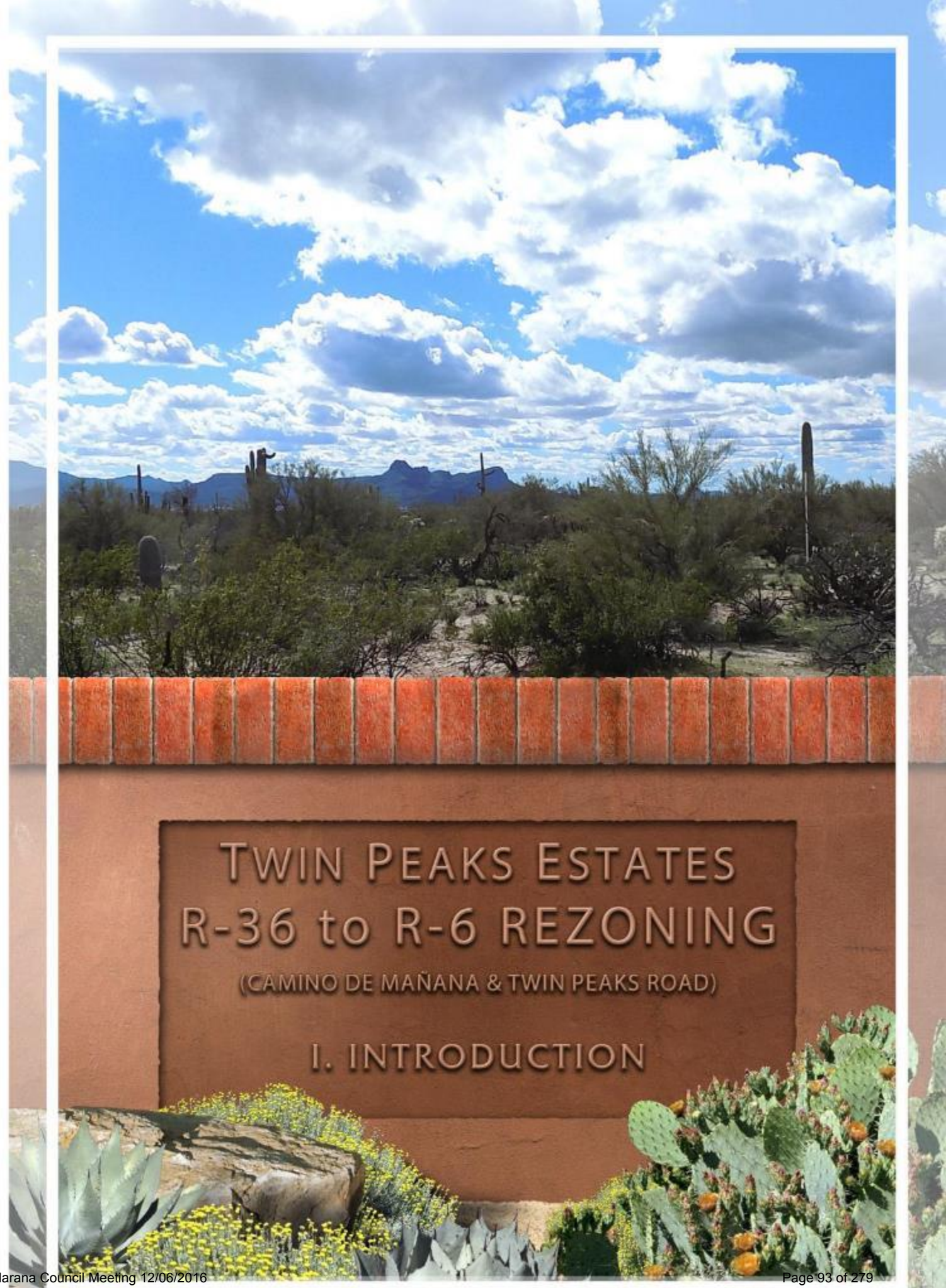
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TWIN PEAKS ESTATES
R-36 to R-6 REZONING
(CAMINO DE MAÑANA & TWIN PEAKS ROAD)
I. INTRODUCTION

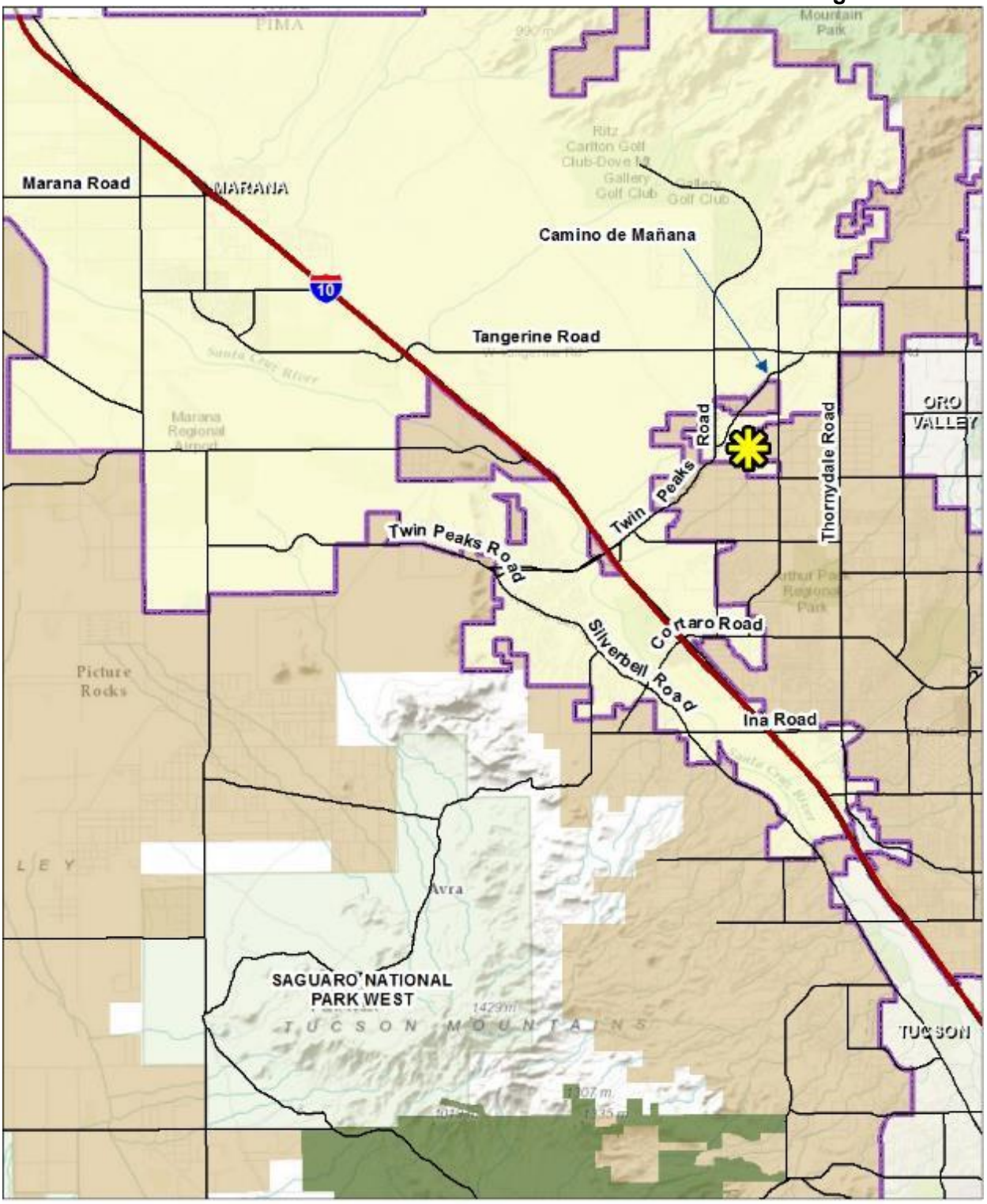
A Background

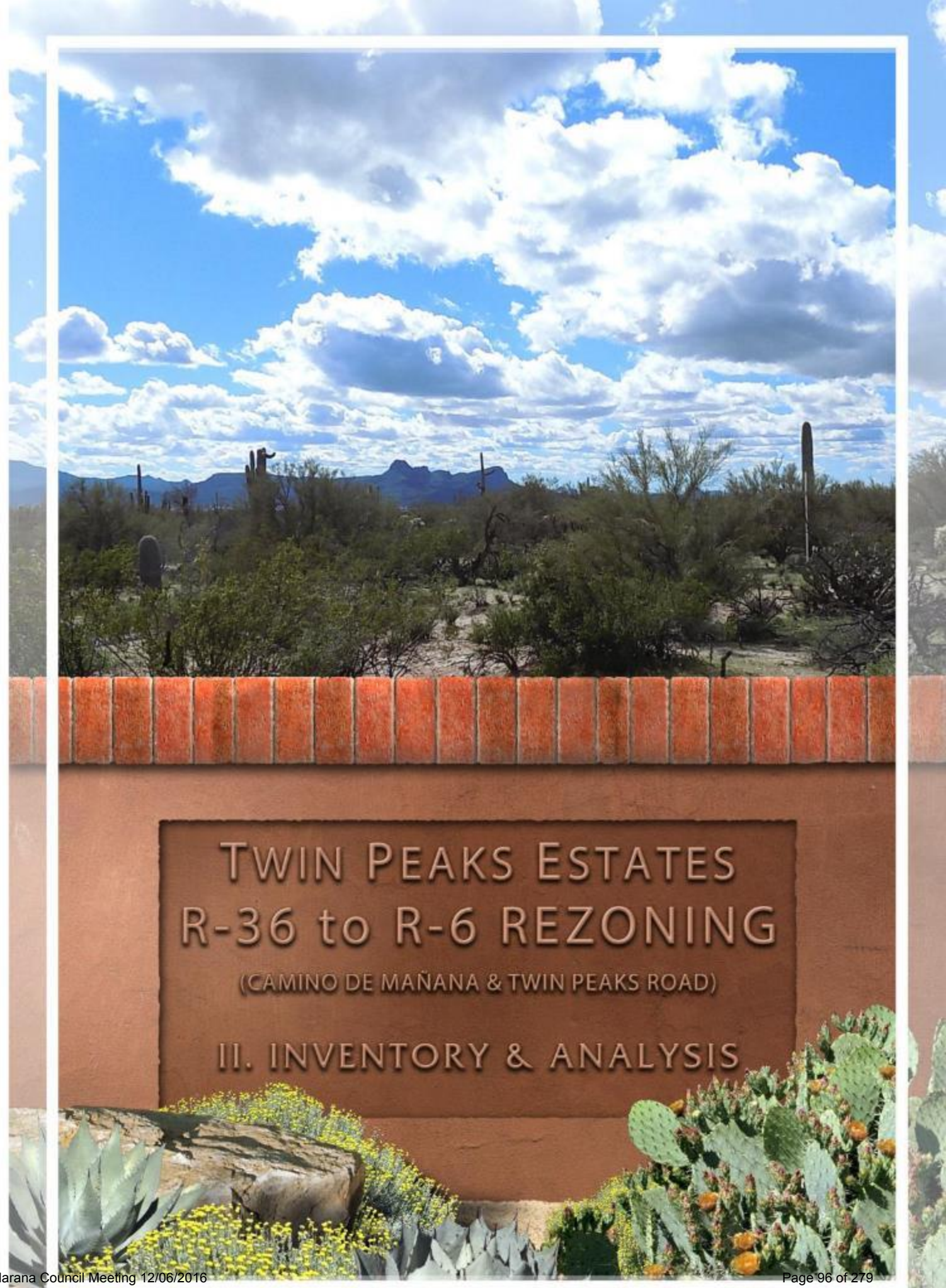
Twin Peaks Estates is a residential development consisting of approximately 45 acres located along the Twin Peaks Corridor at the south end of Camino de Mañana, before the intersection at Twin Peaks Road. The subject property was included in preliminary drafts of the specific plan (formerly, Twin Peaks 145), and was removed prior to approval by the Town Council as The Preserve at Twin Peaks Specific Plan. Like the Preserve, Twin Peaks Estates utilizes cluster development to set aside the riparian areas on-site. The Town's Draft Habitat Conservation Plan (HCP) calls for 40-70% undisturbed natural open space. This project will preserve approximately 53% of the site as natural open space in perpetuity. The proposed lots for Twin Peaks Estates are configured to preserve riparian areas and maintain connectivity with the open space corridors throughout the site.

This project will feature two distinct lot sizes utilizing 50' and 60' wide lots, which were also approved in the Preserve adjacent to the southern boundary. This plan contains slightly more lots on the property than were contemplated and which garnered approval by the Marana Planning Commission during the Twin Peaks 145 Specific Plan. These two single-family detached home lot sizes respond to current market demand for housing in the northwest Tucson metropolitan area. The density proposed by this rezoning request is 1.8 residences per acre and the maximum number of units is 82.

The Marana General Plan establishes a designation of 0.5 to 2.0 residences per acre (RAC) along the Twin Peaks Corridor, including the subject property, due in part to the recent completion of the major four-lane divided arterial roadway, Twin Peaks Road. The Twin Peaks Corridor Study further solidifies the vision for a maximum of 2 RAC along the corridor. This development not only fulfills the Town of Marana's vision for future development by proposing 1.8 RAC, but also leaves approximately 53% of the site as open space. The Twin Peaks Estates development is an optimal design both for people and for native Sonoran Desert biological resources. By setting aside large swaths of undisturbed natural open space onsite that coincide with the wildlife corridors in the Preserve, native species will be able to traverse the neighborhood and continue their foraging and migration patterns. This is a comprehensive rezoning document to guide development that maintains a healthy living environment for both the residents and native wildlife. *See Exhibit I.A.1: Regional Context*.

xhibit I A 1: Regional Context




TWIN PEAKS ESTATES
R-36 to R-6 REZONING
(CAMINO DE MAÑANA & TWIN PEAKS ROAD)
II. INVENTORY & ANALYSIS

A xisting and ses

This section of the Development Capability Report identifies existing zoning, land use and structures on-site and on surrounding properties, as well as other proposed development in the project vicinity.

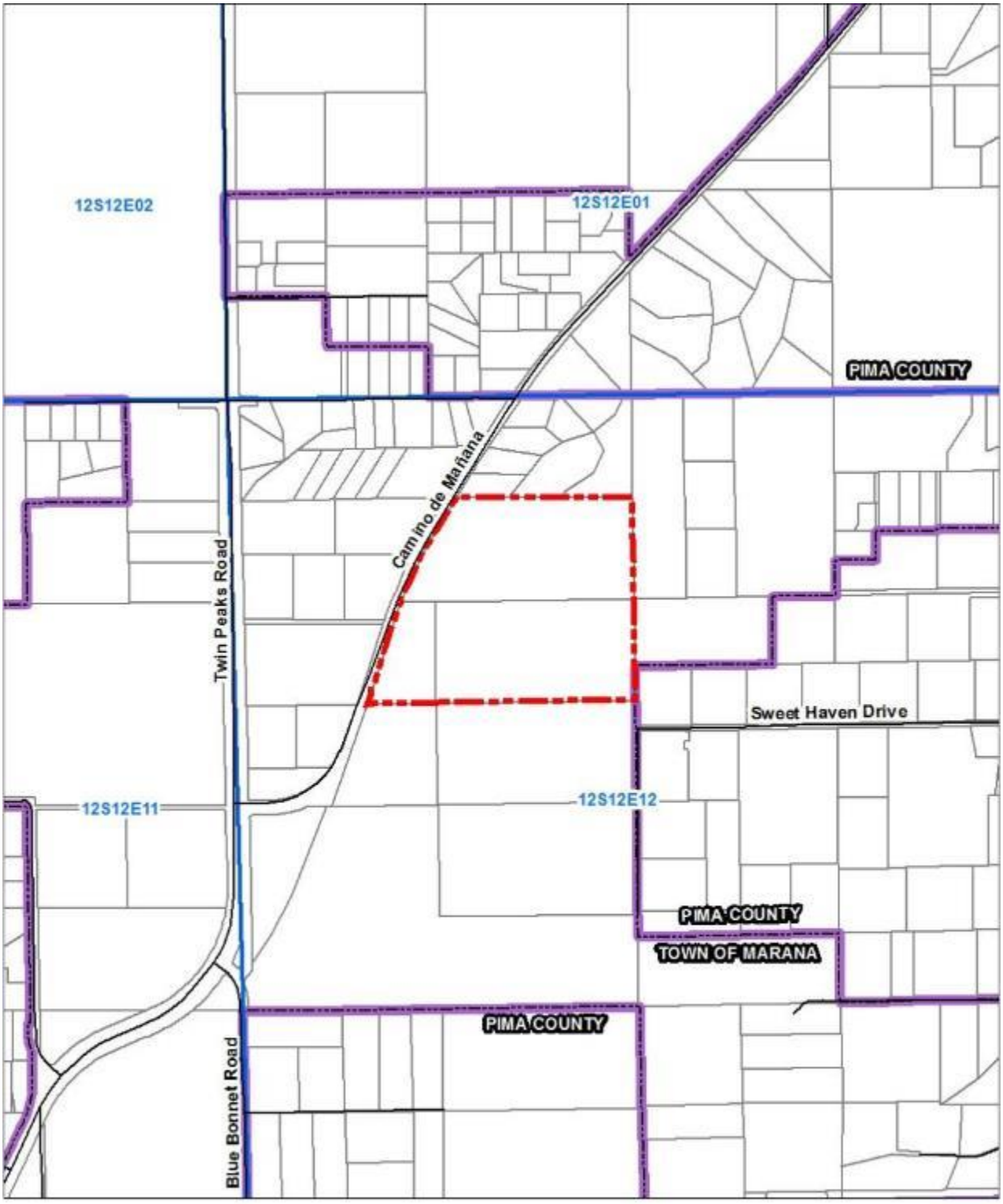
1 Site ocation

The project is situated in the East-Central portion of the Town of Marana, within Township 12 South, Range 12 East, Section 12, at the intersection of Camino de Mañana and Twin Peaks Road. The property lies approximately 2.5 miles northeast of Interstate 10. In total, the site area is approximately 45-acres. See *Exhibit II.A.1: Site Location*.

The Pima County tax assessor designates the subject property as parcels:

- 216-25-0160, 0170 & 0180: Manana Property LLC

xhibit II A 1: Site ocation



LEGEND

- Site Boundary
- Township, Range, Section
- Jurisdictions

Notes:

Project Site is located at:
Township 12S, Range 12E, and Section 12
Acreage: Approx. 45 AC
Parcel ID #:216-25-0160, 0170 & 0180

NORTH 0 500' 1000'

FILE NAME: MPL-01_location_6x8.mxd
SOURCE: Pima County GIS, 2015

2 xisting On Site and se and Zoning

The site is currently vacant with no existing structures on-site. The current zoning designation on the property is "R-36," Single Family Residential. *See Exhibit II.A.3.b: Existing Zoning*.

The Town of Marana General Plan designates the subject property as Low Density Residential (LDR: 0.5 - 2.0 residences per acre). As stated in the Marana 2010 General Plan, large areas of significant natural resources have been identified in the Tortolita Fan in northeast Marana that have a range of development constraints. These factors allow and promote clustered housing projects. Twin Peaks Estates follows its recommendations to build relatively low-density residential cluster development that minimizes disturbance to the on-site riparian areas. See *Exhibit II.A.3.c.1: Existing Land Uses*.

3 xisting Conditions on Properties within a One Quarter Mile Radius

a. General Plan Land Use

The general plan land used designations of surrounding properties are shown on *Exhibit II.A.3.a: General Plan Land Use*.

b. Zoning

The zoning designations of surrounding properties, as depicted in *Exhibit II.A.3.b: Existing Zoning* are as follows:

North:	Town of Marana R-36 (Single-Family Residential), Pima County SR (Suburban Ranch Zone) and GR-1 (Rural Residential Zone)
South:	Town of Marana F (The Preserve at Twin Peaks Specific Plan)
East:	Town of Marana R-36 (Single-Family Residential), R-144 (Single-Family Residential) and Pima County SR (Suburban Ranch Zone)
West:	Town of Marana R-36 (Single-Family Residential) and F (Twin Peaks Vista Specific Plan

c. Land Use

The land uses of surrounding properties within one-quarter mile, as depicted in *Exhibit II.A.3.c.1: Existing Land Uses* are as follows:

North:	Vacant & Un-subdivided Single-Family Residential
South:	Vacant & Un-subdivided Single-Family Residential
East:	Vacant & Un-subdivided Single-Family Residential
West:	Vacant & Un-subdivided Single-Family Residential

Also, as shown on *Exhibit II.A.3.c.2: Existing Nearby Developments*, the site is nearby the recently approved Twin Peaks Vistas and adjacent to the northern boundary of The Preserve at Twin Peaks.

d. Number of Stories of Existing Structures

There are no existing structures currently on the site. Adjacent to the southern boundary of the site, The Preserve at Twin Peaks is planned to develop one- and two-story homes with nearly identical lot sizes. However, more two-story development is possible within the Twin Peaks Vistas Specific Plan as well as further south along the Twin Peaks Corridor, especially near the new outlet mall at I-10 scheduled to open Fall 2015.

e. Pending and Conditional Rezonings

According to the Town of Marana's Planning and Zoning Activity most recent map dated June 2014, there are no pending or conditional rezonings within a one-quarter mile radius of the project site. Two recent rezonings along the Twin Peaks Corridor are located nearby, Twin Peaks Vistas Specific Plan and The Preserve at Twin Peaks Specific Plan. This project was a part of the latter, which is adjacent to the southern boundary of the project area.

f. Subdivision/Development Plans Approved

The Sky Ranch subdivision is within a half-mile of the property. Additionally, the Casa Sevilla subdivision and Cascada and Dove Mountain master planned communities are within a mile of the property.

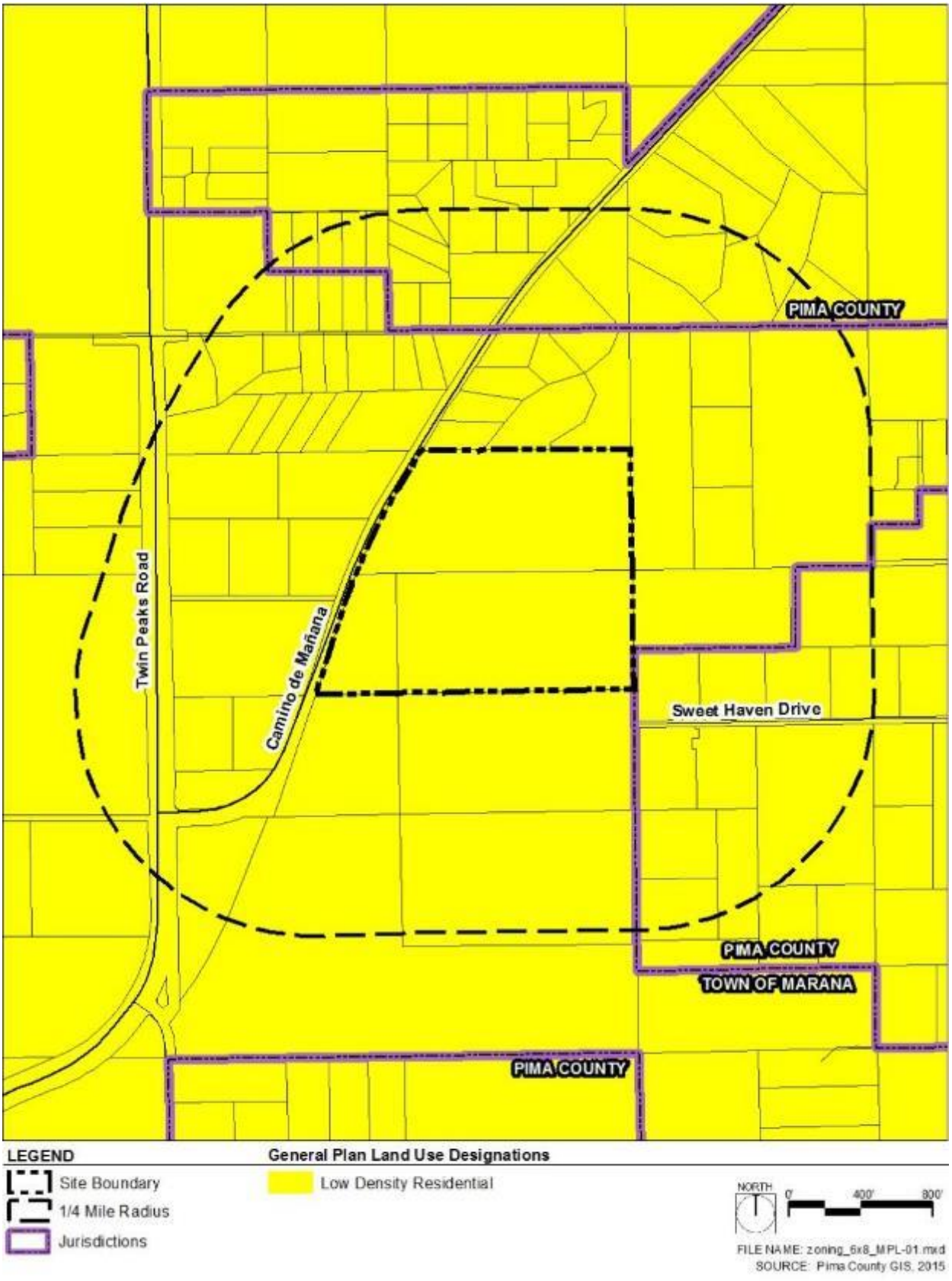
g. Architectural Styles of Adjacent Development

Homes in the area are a mixture of manufactured and site-built homes.

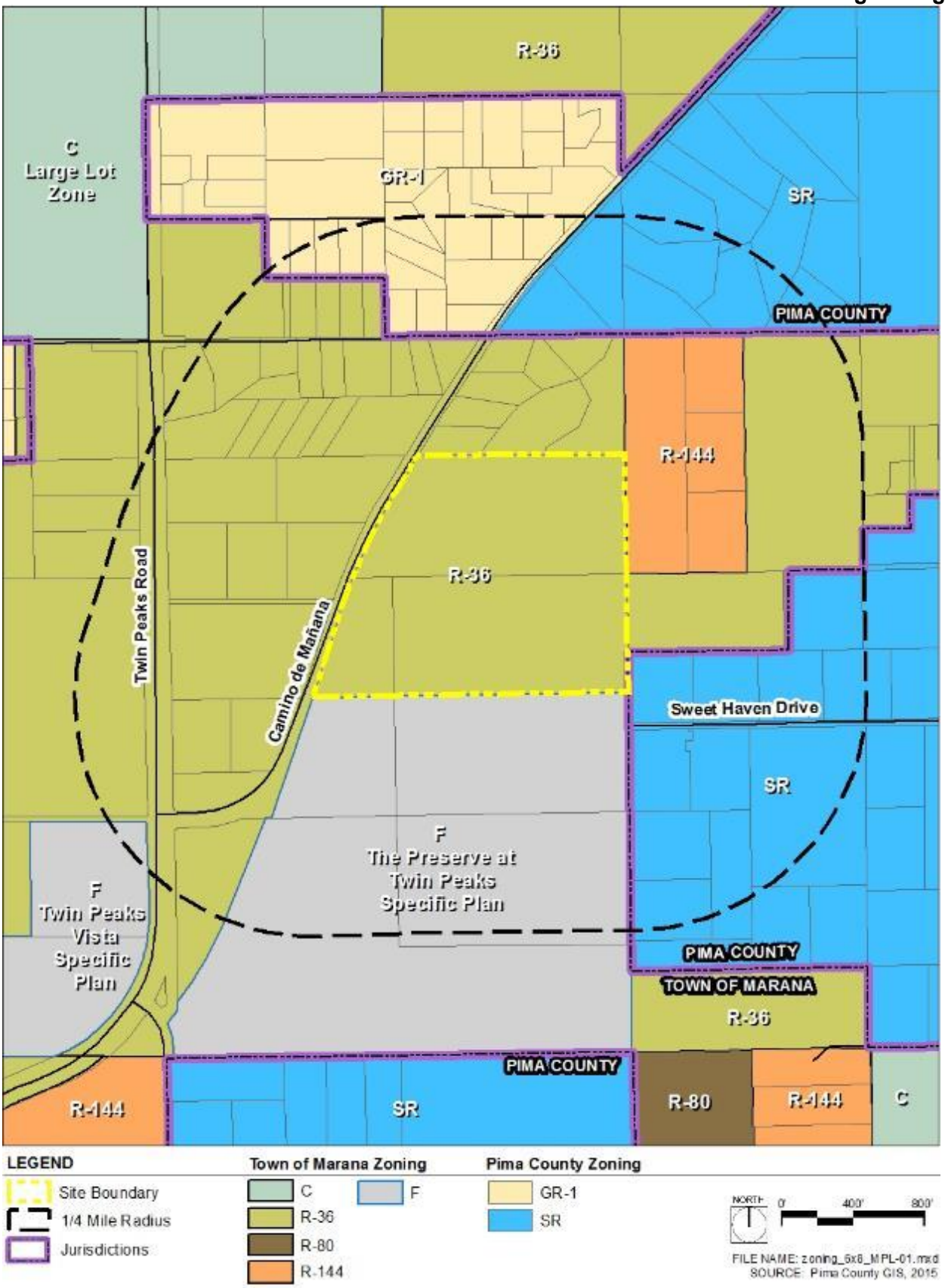
4 Well Sites within 100 Feet of the property

According to Pima County Geographic Information Systems and the Arizona Department of Water Resources (ADWR), two wells are located onsite near Camino de Mañana: well #635468 and #635469. These wells will be abandoned prior to construction commencement. There are no other wells located on or within 100 feet of the property. *See Exhibit II.A.3.b: Existing Land Uses*.

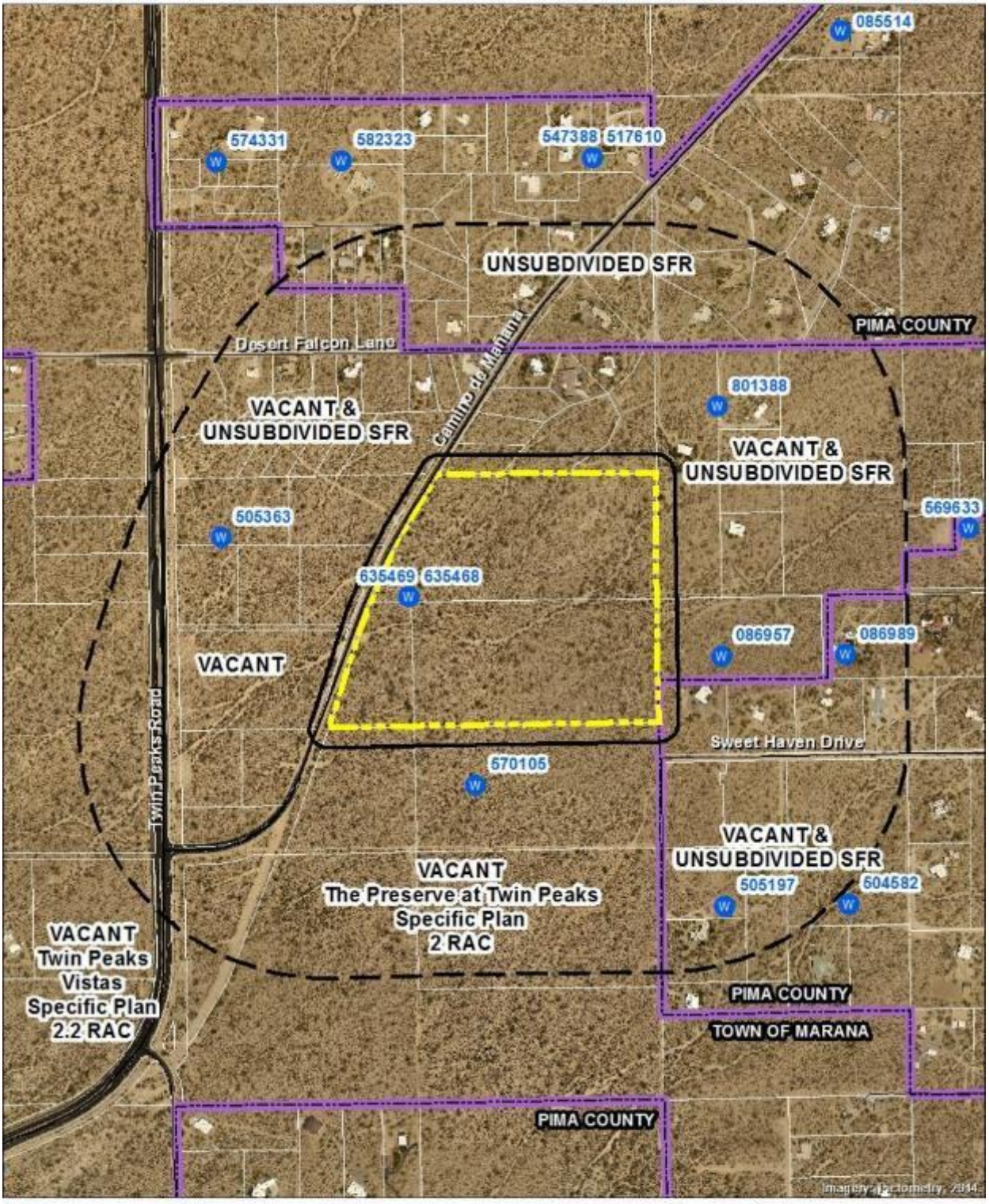
xhibit II A 3 a: eneral Plan and se



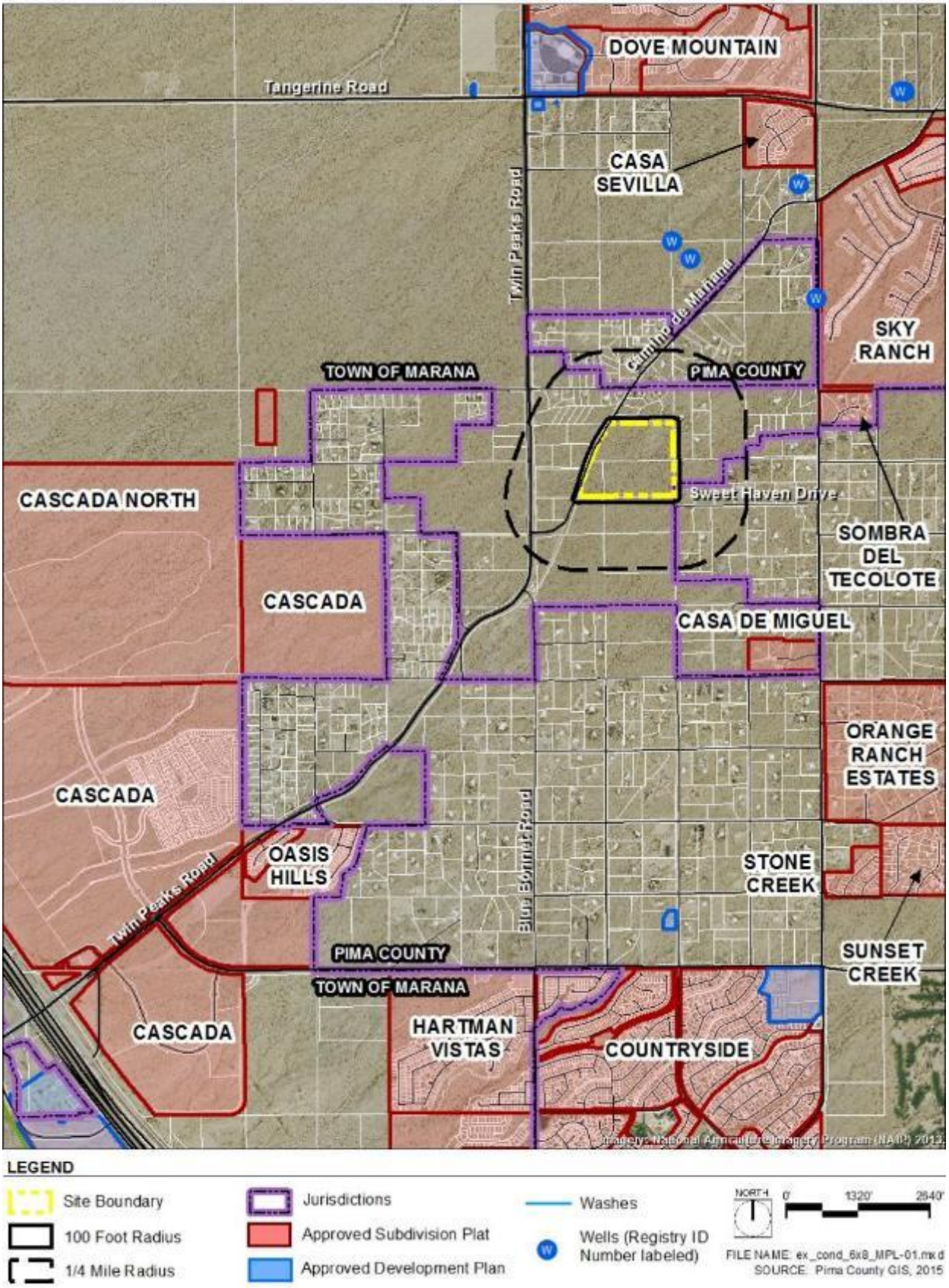
xhibit II A 3 b: xisting Zoning



xhibit II A 3 c 1: xisting and ses



xhibit II A 3 c 2: xisting earby Developments



B Topography and Slope

The topography of the project area is characterized by relatively flat terrain. The subject property generally slopes evenly from northeast to southwest. The elevations on the property range from approximately 2480 feet above sea level at the northeastern corner to approximately 2430 feet above sea level at the southwestern corner. Three un-named washes with flows under 500 CFS enter along the north and eastern boundaries and converge near the middle of the site before exiting along the western boundary. Existing topography at 2' contour intervals is shown on *Exhibit II.B.1: Topography and Slope*.

1 Hillside Conservation Areas

There are no Hillside Conservation areas on the subject property.

2 Rock Outcrops

There are no rock outcrops on the subject site.

3 Slopes of 15 or reater

There are no areas of 15% or greater slopes.

4 Other Significant Topographic Features

There are no other significant topographic features such as peaks or ridges on the project site.

5 Pre Development Cross Slope

The average cross-slope of the property is approximately 4.1% from the northeast boundary of the site to the southwest corner.

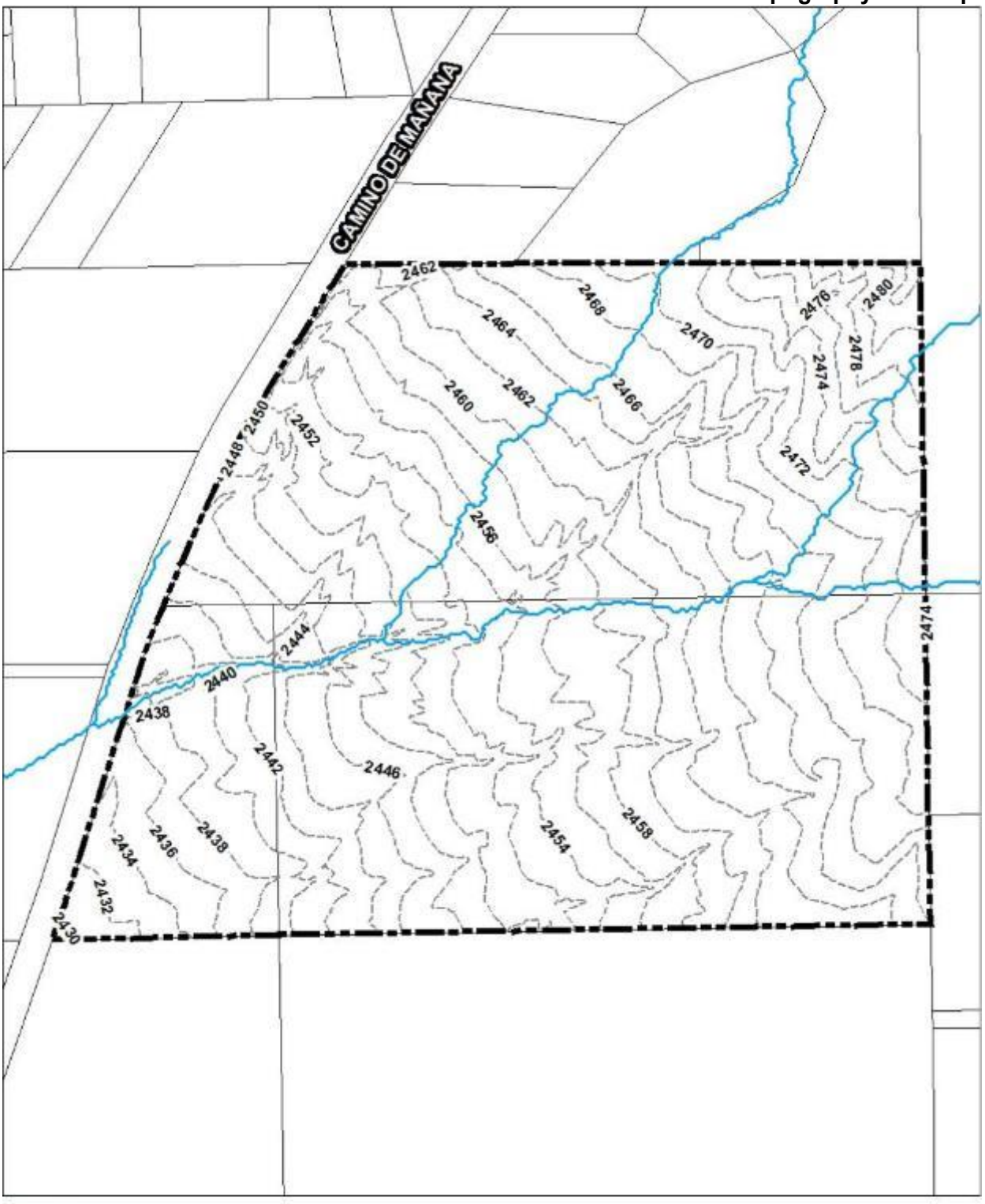
The pre-development cross slope calculation and values used are as follows:

Cross-slope = (I x L x 0.0023) / A

Where:

I = contour interval (2')
L = total length of contours (40,168)
0.0023 = conversion of "square feet" into "acres x 100"
A = total site area in acres (45 AC)

xhibit II B 1: Topography and Slope



C Hydrology, Water Resources and Drainage

1 Off Site Features Affecting the Site

Upstream of the site, the low density nature of existing development allows most drainage to flow naturally. Drainage in the area is typically concentrated within the numerous braided washes crisscrossing the Tortolita Fan. Drainage flows over Camino de Mañana which is downstream of the subject property. Drainage then continues downstream of the subject properties in the same manner that is exhibited in the upstream watershed.

2 Acreage of pstream Off site Watersheds

Several off-site watersheds affect this property, the largest of which is approximately 518 acres. Contributing watersheds have overall downward slope of approximately 1.5% to 2.0 % from the top of the watershed to the subject property. The washes associated with the offsite watersheds enter the property at five points of concentration along the east and north boundaries. The area and boundary of offsite watersheds that contribute storm water runoff to the property are shown on *Exhibit II.C.2: Offsite Watersheds*.

3 On Site Hydrology Characteristics

a 100 ear Floodplains with Discharges ≥ 50 CFS:

Estimated 100-year floodplains for washes having a 100-Year discharge greater than 50 cfs are shown on *Exhibit II.C.2: Onsite Hydrology*.

b Federally Mapped Floodways and Floodplains:

Federally mapped floodplains exist onsite, but are avoided. The project site is located within FEMA zones AO1 and shaded Zone X according to FEMA FIRM Panel #04019C105L, effective June 16, 2011. FEMA mapped floodplains are shown on *Exhibit II.C.2: Onsite Hydrology* along with floodplain areas mapped to comply with Town of Marana requirements.

c Areas of Sheet Flooding with Average Depths:

The existing floodplain boundaries shown on *Exhibit II.C.2: Onsite Hydrology* reflect the finding that sheet flooding occurs over a large portion of the property. Sheet flow depths average 0.5 feet.

d 100 ear Peak Discharge xceeding 50 cfs:

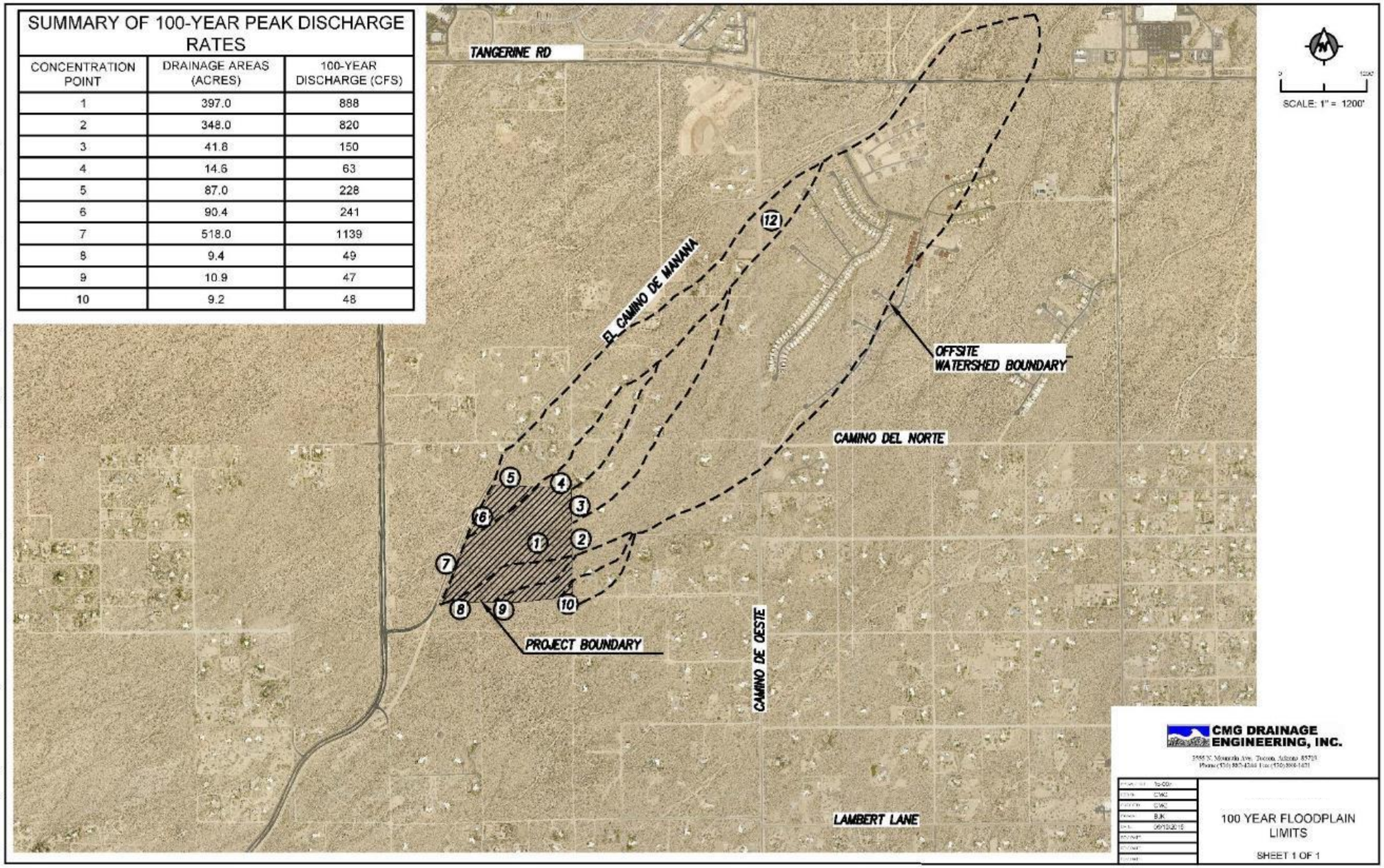
Estimated 100-year peak discharges are shown on *Exhibit II.C.2: Offsite Watersheds*.

4 xisting Drainage Conditions along Downstream Property Boundary

Stormwater associated with washes exiting along the west boundary is conveyed across Camino de Mañana in dip sections. Drainage structures are not present along this section of public road. All downstream washes exist in a natural condition.

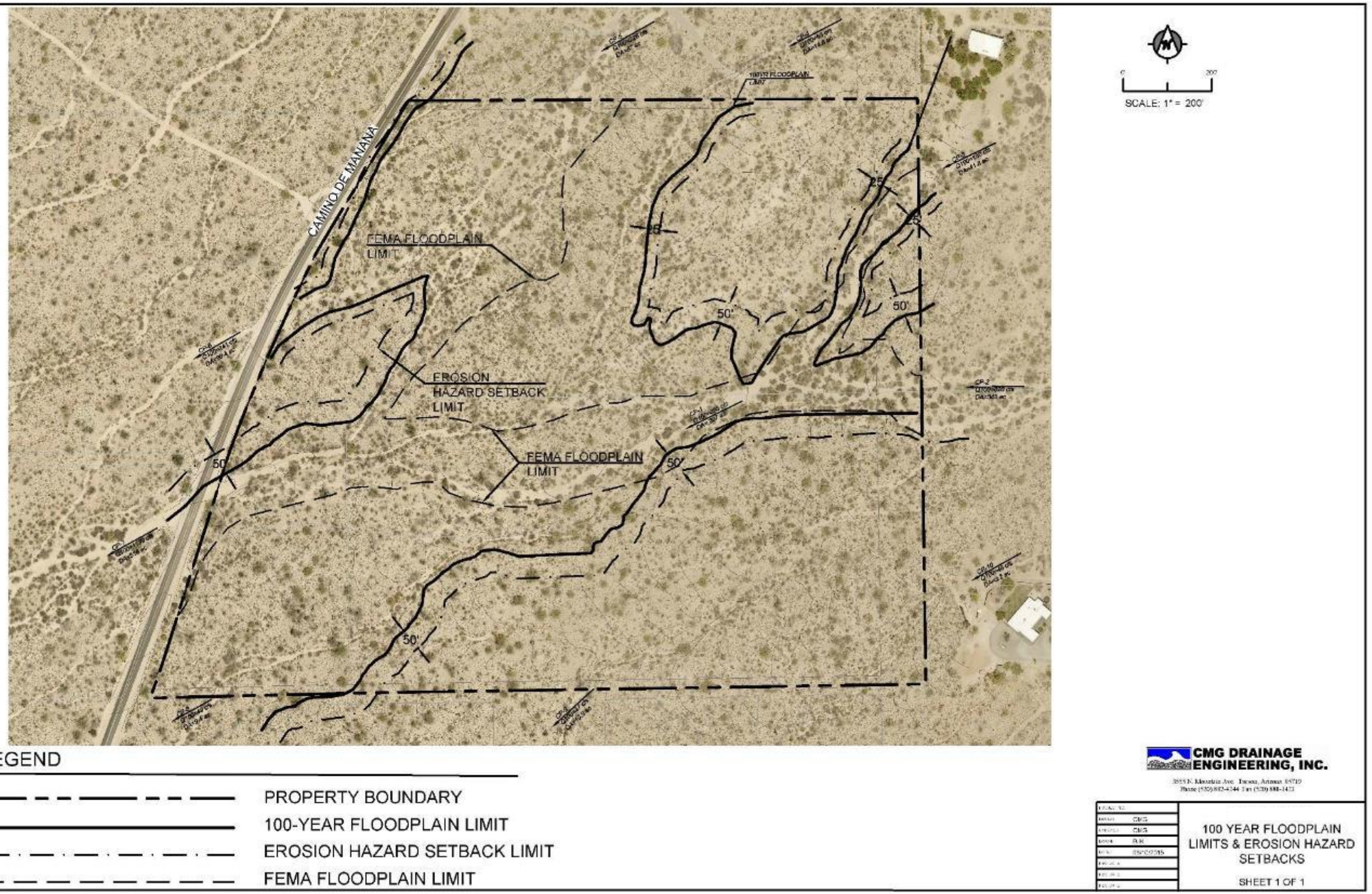
xhibit II C 2: Offsite Watersheds

SUMMARY OF 100-YEAR PEAK DISCHARGE RATES		
CONCENTRATION POINT	DRAINAGE AREAS (ACRES)	100-YEAR DISCHARGE (CFS)
1	397.0	888
2	348.0	820
3	41.8	150
4	14.6	63
5	87.0	228
6	90.4	241
7	518.0	1139
8	9.4	49
9	10.9	47
10	9.2	48



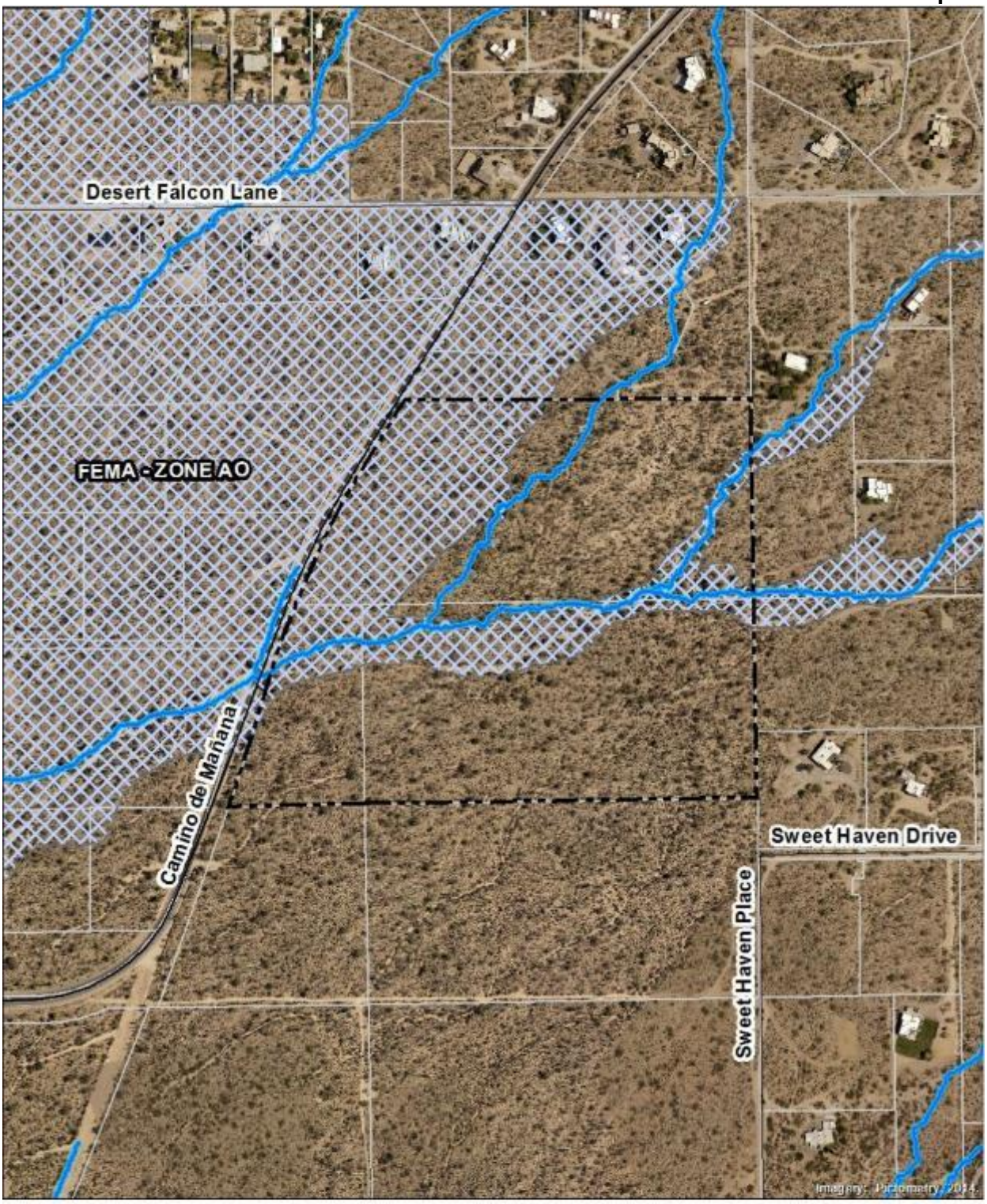
Z:\PROJECTS\2015\15-007 Planning Center Las Manzanitas\CAD0\15-007-watershed map.dwg (Exhibit 1.c.1) Plotted Jun 10, 2015 at 1:49pm by Robin

xhibit II C 3: Onsite Hydrology



Z:\PROJECTS\2015\15-007 Planning Center Las Manzanitas\CADD\15-007-cmgbase.dwg (EXHIBIT 1.C.2) Plotted Jun 11, 2015 at 2:54pm by Robin

xhibit II C 3 b: F MA Floodplain



D egetation

The property is located on the Tortolita Fan approximately 3.5 miles from the nearest slopes of the Tortolita Mountains. The Town's draft Habitat Conservation Plan (HCP) places the subject property within Conservation Zone 3, which would require the protection of between 40 and 70 percent as open space. As such, riparian areas should be given the highest conservation priority, as they have been in this rezoning document. The subject property is not within the planned habitat ranges of any species mapped in the draft HCP.

1 egetative Communities and Associations On Site

From Floerchinger Sadler Steele Baker, Inc. 2006 report, Job #20502:

"Site vegetation substantially consists of undisturbed Arizona Upland Sonoran Desert Scrub Biotic Community. The dominant plant association is the Paloverde-mixed cacti community. Species include mesquite, acacia, ironwood, foothills paloverde, creosote bush, and ocotillo, prickly pear, and fishhook barrel cactus. A large number of mature saguaro exists within the subject site. Ironwood trees, 12-inch caliper and larger, and other large trees are also prevalent. Night blooming cereus are scattered throughout the project site."

2 Significant, Threatened or ndangered Species

The property contains a variety of significant vegetative species. A number of mature saguaro with multiple arms ranging from 10-feet to greater than 18-feet exist on the subject property. Additionally, a number of Ironwood trees, 12-inch caliper and larger are present throughout the site. Night Blooming Cereus are dispersed throughout the proposed site. A variety of other tree species, larger than Ironwoods, are located on the site. Adverse impacts to these significant vegetative species may be avoided to the greatest extent possible.

3 egetative Densities by Percentage of Plant Cover

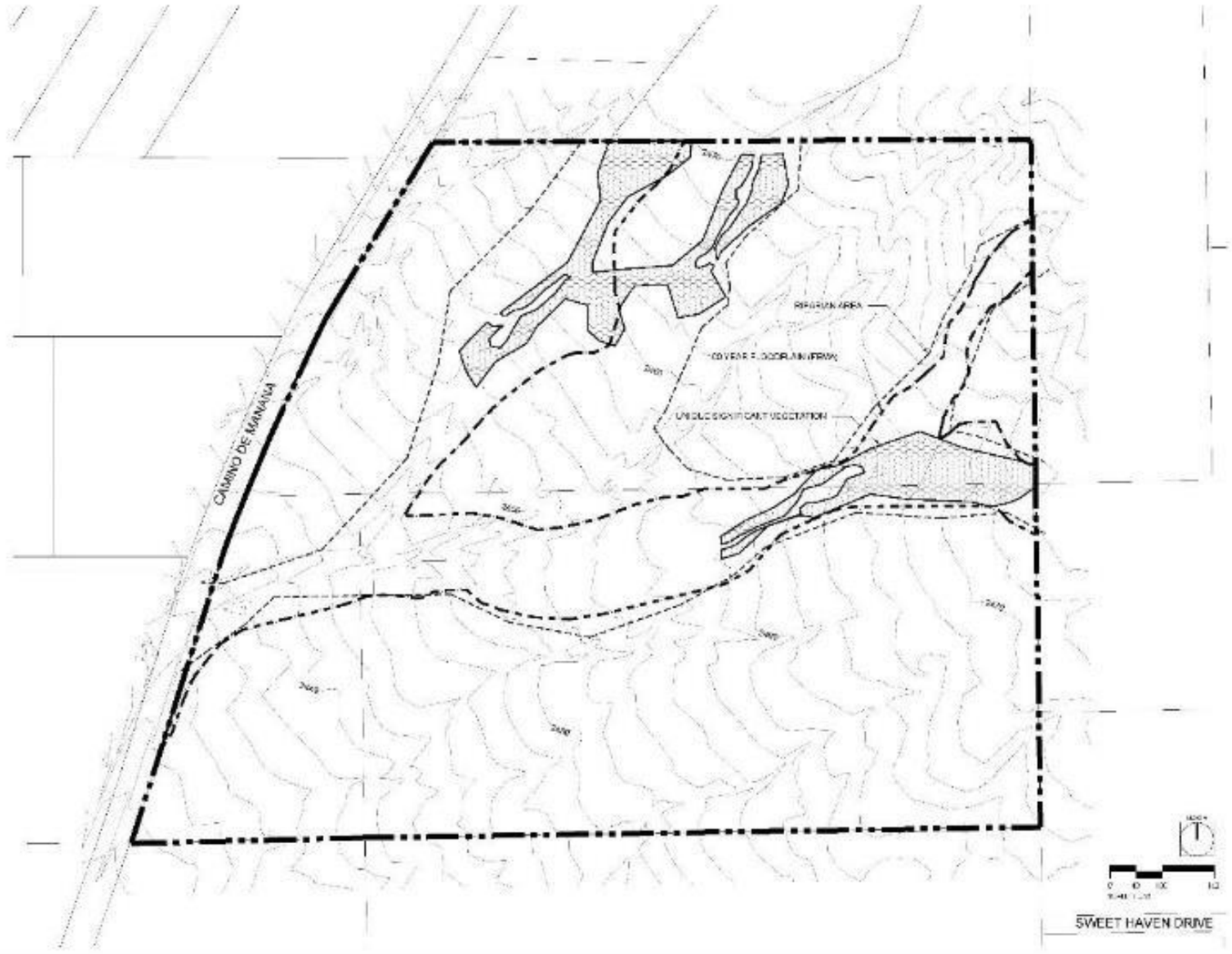
"Novak Environmental approximates the vegetative density of the subject site at 35 percent plant cover."

xhibit II D: egetation Communities



xhibit II D 2: Site Resource Inventory

SITE RESOURCE INVENTORY
TWIN PEAKS ESTATES





SECTION 12 TOWNSHIP 12 SOUTH RANGE 12 EAST
GILA AND SALT RIVER BASE AND MERIDIAN
TOWN OF MARANA, ARIZONA

LOCATION MAP
SCALE: 3" = 1 MILE

Notes:
- This site has no unique rock outcroppings.
- There are no slopes greater than 15%.
- The majority of the site is undisturbed. Portions of the site are designated 100-year Regulatory Flood Limits (FEMA).
- No mapped wildlife corridors exist for this site.

Legend
- SITE BOUNDARY
- PARCELS
- ELEVATION CONTOURS (2')
- 100 YEAR REGULATORY FLOOD LIMITS (FEMA)
- RIPARIAN AREAS
- UNIQUE SIGNIFICANT VEGETATION

APPROVAL SIGNATURES: DATE

THE PLANNING CENTER
a division of PEC Group, Inc.

TWIN PEAKS ESTATES
SITE RESOURCE INVENTORY

Wildlife

1 etter from Habitat Specialist

a Presence of any State listed Threatened or ndangered Species

There are no known occurrences of State-listed threatened or endangered species within the project area. The project lies within a half mile of an identified wildlife corridor. Arizona Game and Fish Department recommends that the United States Fish and Wildlife Service be consulted due to the proximity to listed species and a wildlife corridor. Proper steps should be taken during development to mitigate the occurrence of any listed fauna, should they be found onsite.

See *Table II.D.2: Special Status Species* for more information.

Table II D 2: Special Status Species

Common ame	Scientific ame	FWS	SFS	B M	State
Antilocapra americana sonoriensis	10J area for Sonoran Pronghorn				
Aquila chrysaetos	Golden Eagle	BGA		S	
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S	WSC
Gopherus morafkai	Sonoran Desert Tortoise	C*	S	WSC	
Leptonycteris curasoae yerbabuenae	Lesser Long-nosed Bat	LE		WSC	
Tucson - Tortolita - Santa Catalina Mountains Linkage Design	Wildlife Corridor				
Tumamoca macdougalii	Tumamoc Globeberry		S	S	SR

Source: Arizona State Game and Fish Department

Definitions: FWS (U.S. Fish and Wildlife Service), USFS (U.S. Forest Service), BLM (U.S. Bureau of Land Management), State (Arizona Department of Agriculture), BGA (Bald and Golden Eagle Protection Act), SC (Species of Concern), S (Sensitive; those occurring on National Forests in Arizona which are considered sensitive by the Regional Forests), SR (Salvage Restricted: collection only with permit.), WSC (Wildlife of Special Concern in Arizona). Species whose occurrence in Arizona is or may be in jeopardy, or with known or perceived threats or population declines, as described by the Arizona Game and Fish Department's listing of Wildlife of Special Concern in Arizona (WSCA)

b High Densities of Wildlife Species

There is no evidence that unusually high densities of any wildlife species occur on the property.

2 Ari ona ame and Fish Department (A FD) nvironmental Review

In support of this analysis, the AGFD Heritage Data Management System (HDMS) was accessed via their On-line Environmental Review Tool, to locate records of occurrence

within 3 miles of the property for these species. The report from the HDMS review has been included as *Appendix A*.

According to the AGFD, the Lesser Long-nosed Bat has been known to occur within 3 miles of the property and is listed endangered (LE). The lesser long-nosed bat also carries a designation of wildlife of special concern (WSC).

The Sonoran Desert Tortoise (*Gopherus morafkai*) is a candidate for ESA protection. The HDMS search found that the tortoise occurs within 3 miles of the property. The tortoise carries a *sensitive* (S) designation. The species also is listed by the State as WSC (wildlife of special concern.)

The Golden Eagle (*Aquila crysaetos*) occurs within 3 miles of the rezoning area and falls under the federal protection of the Bald and Golden Eagle Protection Act (16 U.S.C. 668(a); 50 CFR 22) which prohibits the taking of any Golden Eagle without a permit. The eagle also carries a *sensitive* (S) designation from the BLM.

The Cactus Ferruginous Pygmy-owl (*Glaucidium brasilianum cactorum*) has been identified by the HDMS as occurring within three miles of the project site. The owl carries SC, S and WSC designations.

The property has been identified by the HDMS as a part of the Tucson – Tortolita – Santa Catalina Mountains Linkage Design wildlife corridor.

F Soils and eology

1 Soils

The National Resources Conservation Service (NRCS) classifies the subject property as "Hayhook Sandy Loam, 1 to 5 percent slopes and Palos Verdes-Sahuarita Complex, 2 to 8 percent slopes". These designations are typical of the Tortolita Fan area and are characterized by well-draining sandy soil on the surface, with gravelly soil several feet below. A detailed geotechnical investigation will be performed prior to development.

2 eology

The project lies within the Tortolita Fan area, which falls into the Santa Cruz River basin valley. The U.S. Geological Survey further describes this area as, "QTa: Alluvium & Sedimentary Rock. Unconsolidated to well-consolidated and caliche - cemented sand, silt, and gravel and dissected basin-fill deposits of conglomerate, sandstone, and siltstone with minor lacustrine rocks."

iewsheds

From Floerchinger Sadler Steele Baker, Inc. 2006 report, Job #20502:

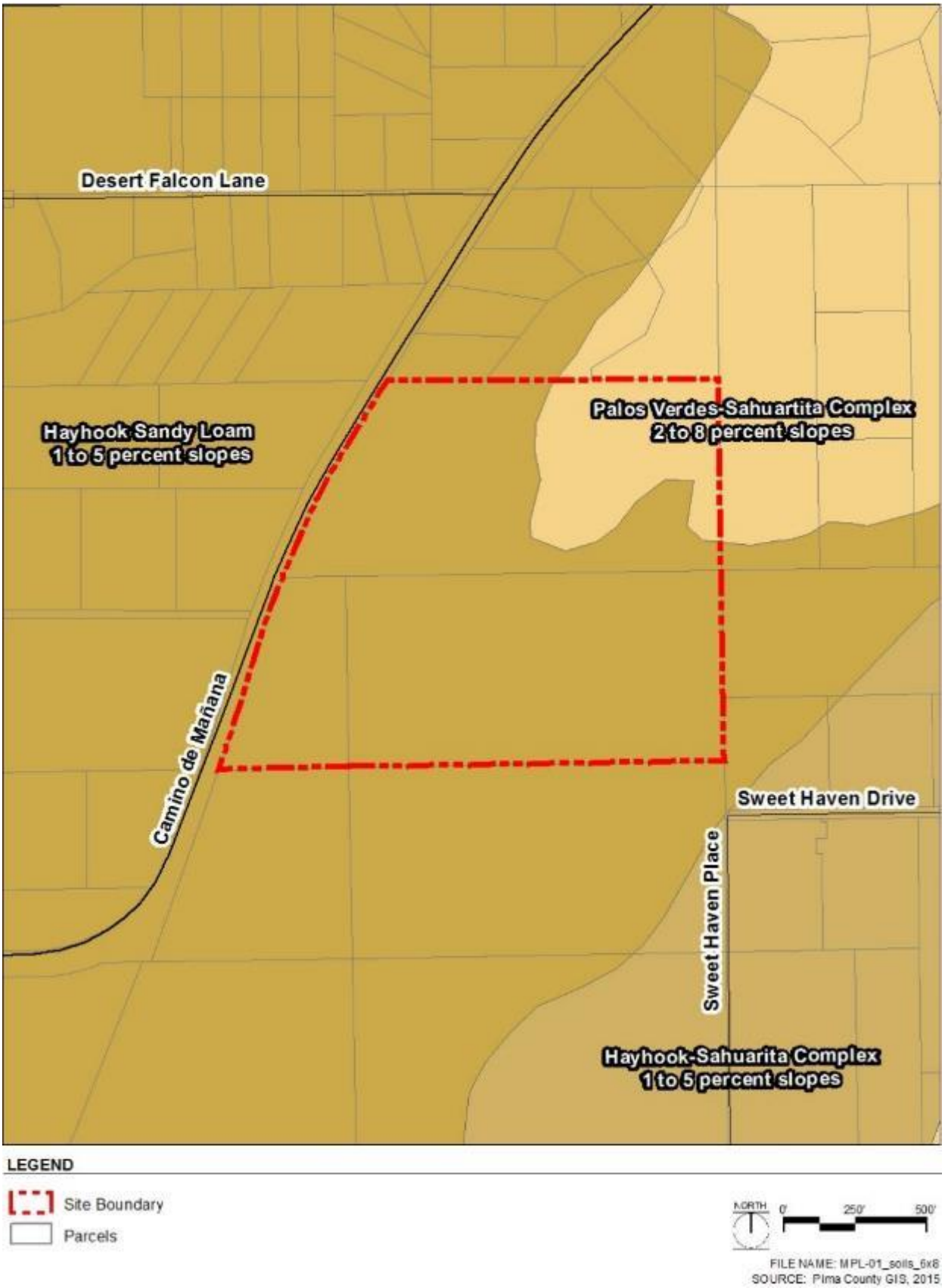
1 iewsheds Onto and Across the Site

"Predominant views are Tortolita Mountains to the north, Pusch Ridge and Catalina Mountains to the east, Wasson Peak to the south, and Safford Peak to the west. Development of the subject property will not block these views for the existing homes in the area."

2 Areas of High isibility from Ad acent Off Site ses

"Views into the subject site are restricted due to existing vegetation. Also, views from Camino de Mañana are further hampered due to its depressed condition adjacent to the subject site."

xhibit II F: Soils



xhibit II 1 a: iewsheds (Photo Key Map)



LEGEND

Site Boundary

Parcels

Photo ID and Location Where Photos Were Taken

NORTH 0' 200' 400'

FILE NAME: MPL-01_photolocation_6x8.mxd

SOURCE: Pima County GIS, 2015

xhibit II 1 b: iewsheds (Site Photos), continued



Photo 1: View looking east from the northwest corner of the property.



Photo 2: View looking southeast across the site from the northwest corner of the property boundary.



Photo 3: View from the northeast corner of the site looking north at overhead power lines adjacent to the eastern property boundary.



Photo 4: View looking directly east from the northeast corner of the site.



Photo 5: View looking west along the southern property boundary from the southeast corner of the site.



Photo 6: View looking south from the southeast corner of the property.

xhibit II 1 b: iewsheds (Site Photos), continued



Photo 7: View looking east along the southern property boundary from Camino de Mañana near the southwest corner of the site.



Photo 8: View looking north along the western property boundary from the southwest corner of the site.



Photo 9: View from the western boundary looking east-northeast across the site and up the main wash through the property.



Photo 10: View from the western boundary looking east-northeast across the site and up the northern wash through the property.

H Traffic Circulation and Road System

1 xisting and Proposed Off Site Streets

The development will have two entries, both of which are onto Camino de Mañana, which is adjacent to the western boundary of the project area. No off-site roads are proposed as a part of this project. Existing roadways within the project area are shown on *Exhibit II.H.1: Traffic*.

2 earby Arterial Streets

Twin Peaks Road and Camino de Mañana will accommodate all traffic generated by this project. An analysis of capacity was prepared by Southwest Traffic Engineering as part of the Twin Peaks 145 Specific Plan, ultimately approved as The Preserve at Twin Peaks Specific Plan.

Twin Peaks Road

Twin Peaks Road is a 4-lane principal arterial with a 150' right-of-way (ROW) that includes a landscape median, bicycle lanes and a shared-use path along the western edge of the ROW. The posted speed limit is 45 MPH. The current average daily trip (ADT) generation is approximately 12,000 with a projected ADT of 28,500 in the year 2040. It would be expected that the Town of Marana would have already evaluated future development immediate to the proposed site, and therefore, would have accounted for the impact associated with the site. It is anticipated that no additional studies are necessary.

Camino de Ma ana

Camino de Mañana is a 2-lane paved street with a 60' ROW. The posted speed limit varies from 35-45 MPH and the roadway is at or below surrounding grade.

3 Roadway Improvements

Following the completion of the Twin Peaks Road improvements, the Pima Association of Governments (PAG) 2040 Regional Transportation Plan proposes no additional roadway improvements within one-mile of the project area.

Tangerine Road, located approximately 1.5 miles away from the proposed rezoning is currently underway with improvements that play a significant role in accessing the Twin Peaks Road corridor and future development within the Town. The Tangerine Road Corridor Project facilitates vehicles access north of the project, as well as enhances pedestrian movement given additional facilities for pedestrians and bicycles. The Tangerine Road Corridor Project proposes the development of a shared-path and new community park significantly improving circulation and safety for all users within close proximity to the site.

4 xisting and Proposed Intersections on Arterials within One Mile and Most ikely to be sed by Traffic from this Site

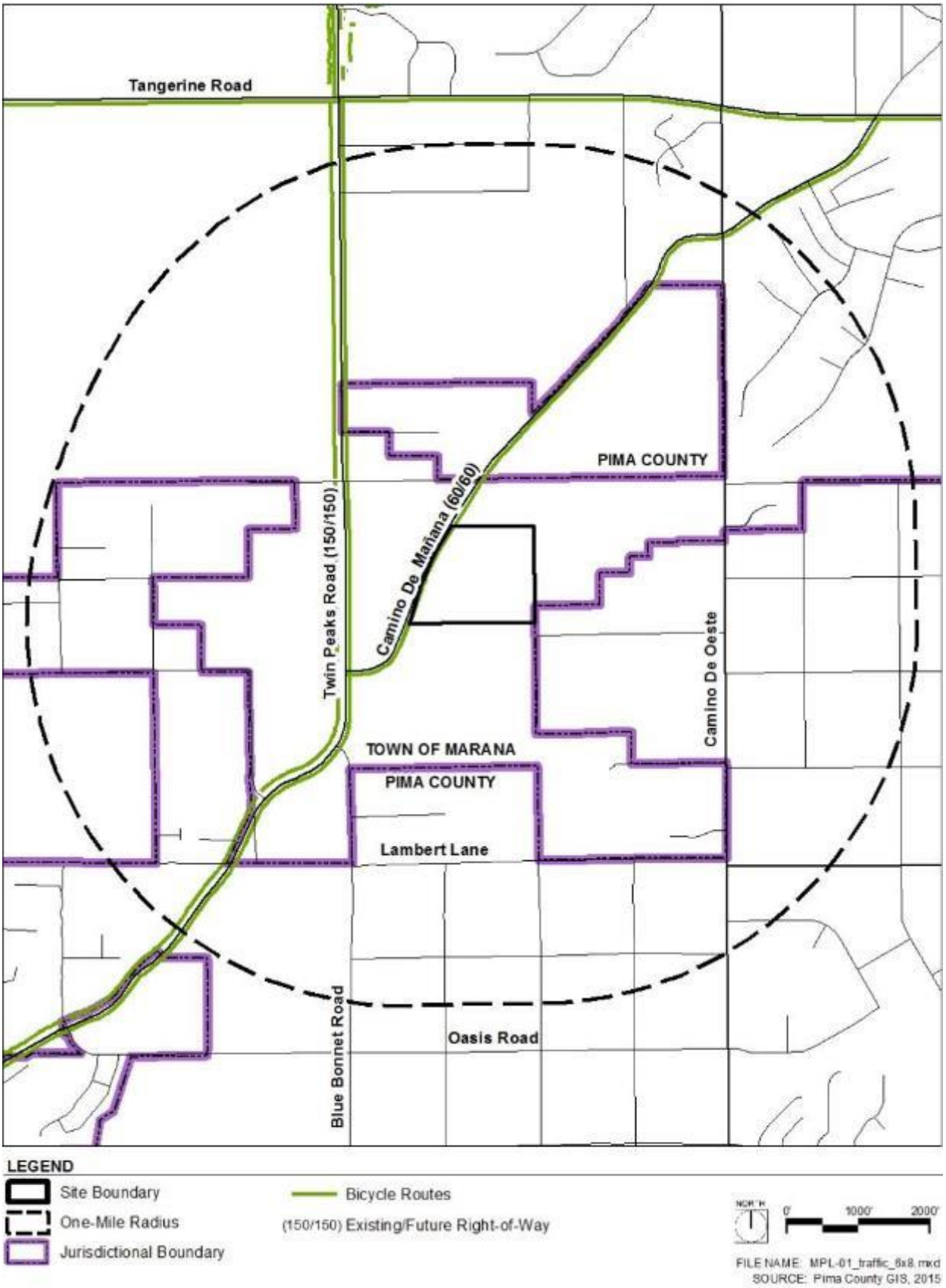
Arterial intersections within one-mile of the site that will likely carry traffic generated by this development include Twin Peaks Road at Camino de Mañana, and Camino de Mañana at Camino de Oeste.

5 xisting Bicycle and Pedestrian Ways Ad acent to the Site and Their Connections with Arterial Streets, Parks and Schools

Twin Peaks Road has a shared-use path on the west side of the ROW with sidewalks and a bike route with a striped shoulder on both sides of the ROW. The Town of Marana has required the developer of The Preserve at Twin Peaks to provide an asphalt shared-path, in accordance with the Town's standards, for the project's entire frontage along Camino de Mañana connecting to the pedestrian network on Twin Peaks Road. Camino de Mañana is listed as a 'Key Connecting Street' in the *Pima Regional Trail System Master Plan*.

See Exhibit II.H.1: Traffic.

xhibit II H 1: Traffic



I Recreation and Trails

1 Open Space, Recreation Facilities, Parks and Trails

According to Pima County GIS and as shown in *Exhibit II.H.1*, there are no existing parks within one-mile of the project site. The Tortolita State Land Reform Addition, located northwest of the site, is a proposal to set aside 12,470 additional acres of park land between the Tortolita Mountains and the Central Arizona Project (CAP). This proposed park space is located less than 0.5-miles from the project area. Two regional or district parks with a combined area of 72.8 acres have been planned but not yet developed at the nearby Cascada subdivision development at Twin Peaks Road and I-10. This is in addition to the several neighborhood parks planned within the Cascada development. Active recreation areas are also planned within The Preserve at Twin Peaks and Twin Peaks Vistas.

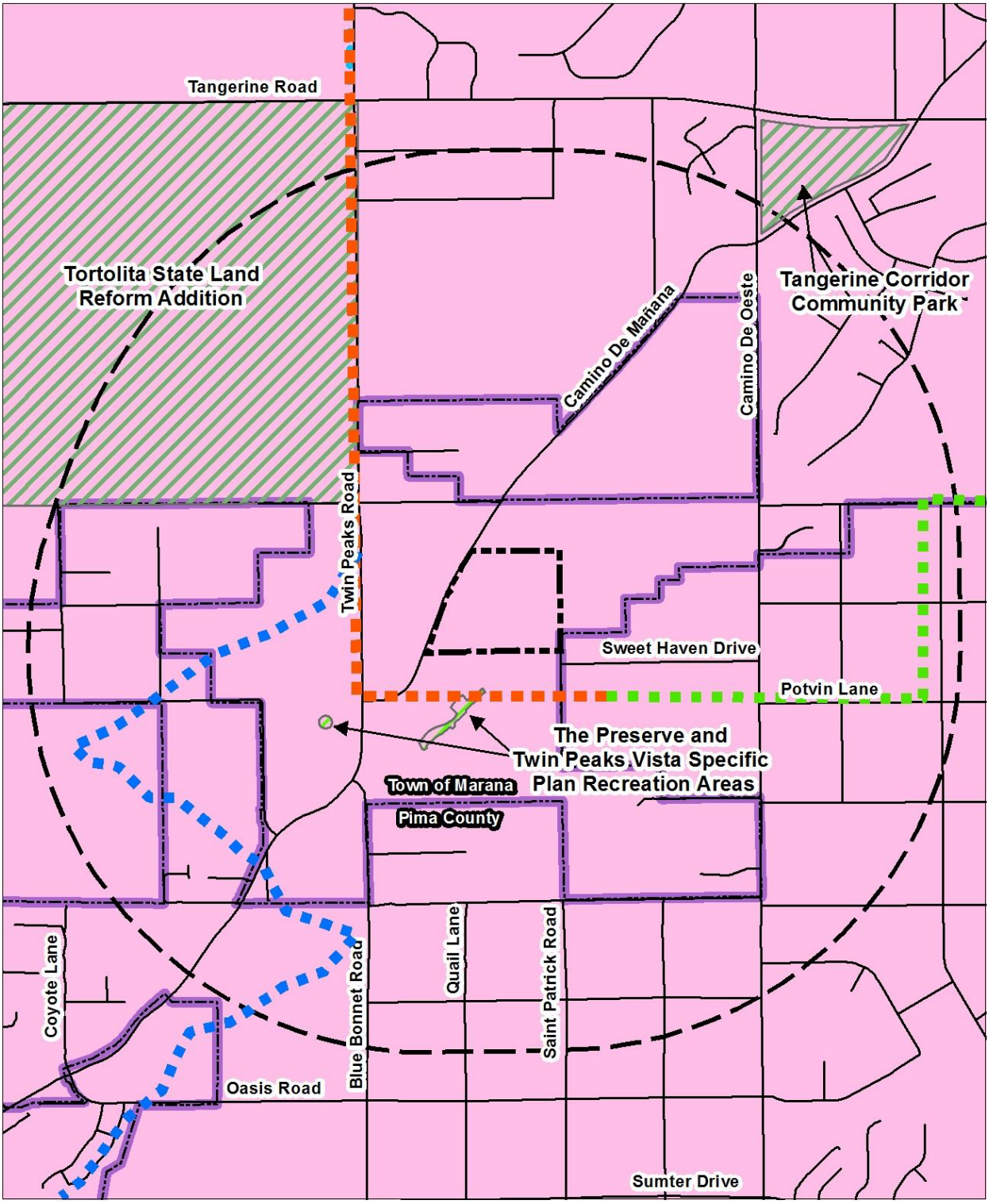
The surrounding area currently contains passive recreational opportunities, including open space areas and three Pima County trails. To the south, The Preserve at Twin Peaks will provide an easement and connection for the Tortolita Road Trail (Pima County Trail #176) to traverse through that site. Additionally, El Camino de Mañana Wash Trail (Pima County Trail #158) and Ironwood Trail (Pima County Trail #172) are located within a mile of the property. A trail easement will be provided as a link to The Preserve at Twin Peaks, ultimately strengthening connectivity to the regional trail network. A connection to the future shared-use path along Camino de Mañana will also be provided.

Planned as a part of the Tangerine Road Corridor Project, the Town of Marana will develop the Tangerine Corridor Community Park located at the intersection of Tangerine Road and Camino de Oeste. This installation will provide the future residents of the proposed rezoning with recreational opportunities and open space.

Twin Peaks Estates supports the goals of the *Pima Regional Trail System Master Plan* and the Town of Marana *Parks, Recreation, Trails and Open Space Master Plan* by creating trail easements and appropriate trail signage.

See Exhibit II.I.1: Recreation and Schools.

xhibit II I 1: Recreation and Schools



J Cultural Resources

1 ocation of Resources On Site

None.

2 etter from a Qualified Archaeologist

No archaeological resources are known to exist on-site. An archaeological survey was conducted on the subject property in 2006 by Professional Archaeological Services of Tucson (P.A.S.T.), and the investigator determined in the report titled "Archaeological Survey of the Camino de Mañana Section 12 Project near Marana, Pima County, Arizona" that no further cultural resource studies are warranted. Based on the archival information, field methods, the observable surface indications, and because none of the materials observed on the subject property have potential to provide important archaeological or historical information beyond what has been obtained for this resource, P.A.S.T. supports approving the Twin Peaks Estates application. If any cultural resources are discovered during construction, State and local rules will be followed regarding handling and treatment of cultural resources.

See *Exhibit II.J: P.A.S.T. Report Cover* for reference information.

xhibit II J: P A S T Report Cover



ARCHAEOLOGICAL SURVEY OF THE
CAMINO DE MAÑANA SECTION 12 PROJECT
NEAR MARANA, PIMA COUNTY, ARIZONA

Submitted to:

ABIGER Marana
2509 N. Campbell #186
Tucson, AZ 85719

Submitted by

Professional Archaeological Services of Tucson
5036 Golder Ranch Rd.
Tucson, AZ 85739-4265

Prepared by
David V.M. Stephen Ph.D.
Principal Investigator
State Antiquities Permit No. 2006-34bi

P.A.S.T. Cultural Resources Report No. 061779

6/19/2006

K xisting Infrastructure and Public Facilities

1 Sewer

The Twin Peaks corridor, including this property, is tributary to Pima County's Ina Road wastewater treatment plant. The project will connect to the Pima County Regional Wastewater Reclamation Department sewer system near the intersection of Linda Vista Boulevard and Blue Bonnet Road or at a point closer to the site if public sewer infrastructure is extended north to serve The Preserve at Twin Peaks development. Capacity to connect at this location has been confirmed.

See *Exhibit II.K: Existing Utility Infrastructure.*

2 Water

This project is within the Town of Marana water service area. A 16-inch water main exists within the Twin Peaks Road right-of-way. Initial discussions with Marana Water suggest that a temporary in-line booster may be necessary to serve this project until the planned Blue Bonnet reservoir and booster station are constructed.

3 Fire Service

The property has been annexed into the Mountain Vista Fire District, which has indicated that they may locate a new facility in the area in the future, but at this point are unsure. The closest fire station is at Tangerine Road and Thornydale Road. The nearest Mountain Vista Fire District station is located at Shannon and Overton.

4 Police Service

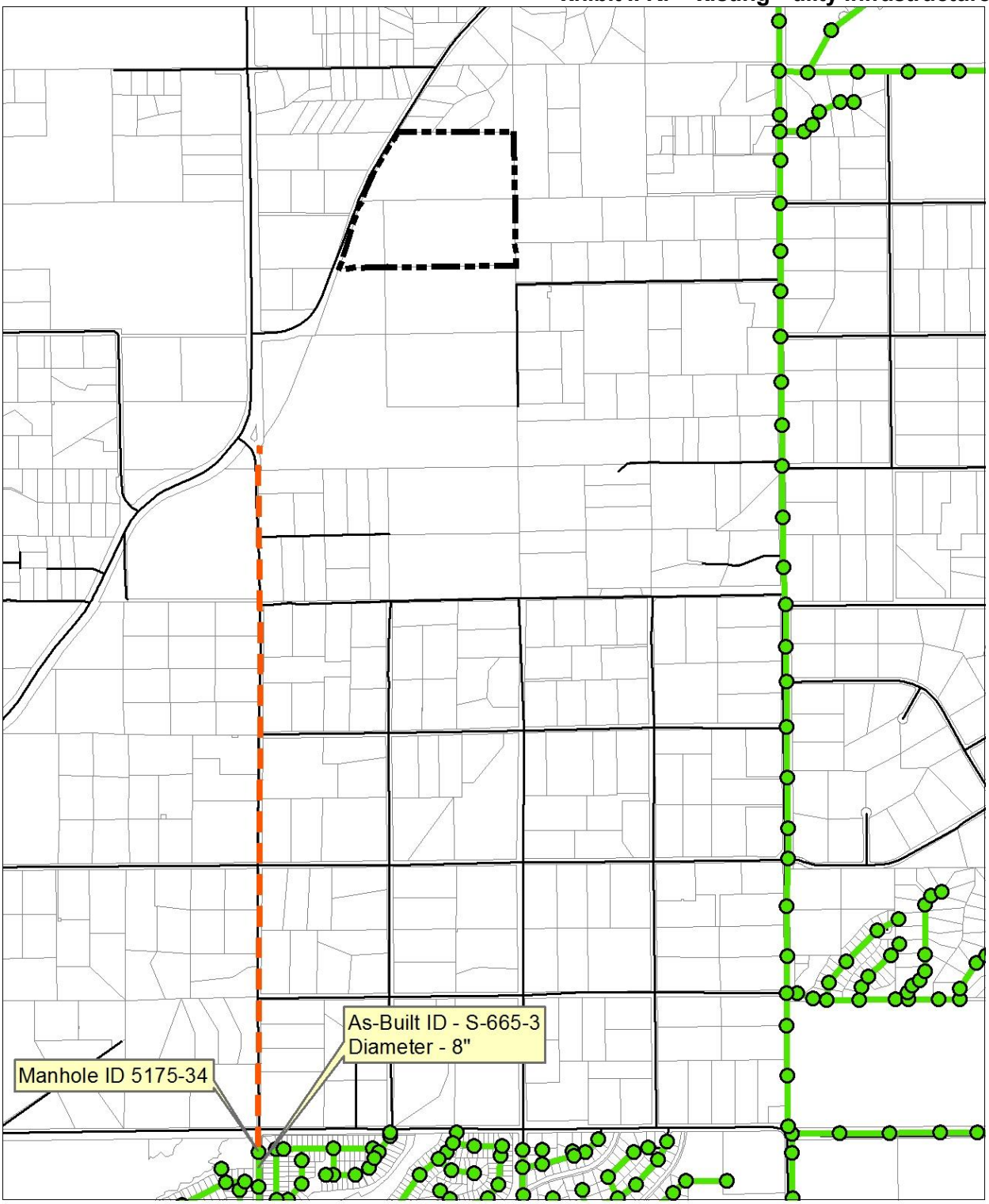
Although the project site is located in the vicinity of the Pima County Sheriff jurisdiction in the Foothills District Beat 1 patrol zone, police protection will be provided by the Marana Police Department at 11555 West Civic Center Drive.

5 tility Providers

The subject property is located within the service areas for the following utility providers:

Electricity: Trico Electric Cooperative
Natural Gas: Southwest Gas Company

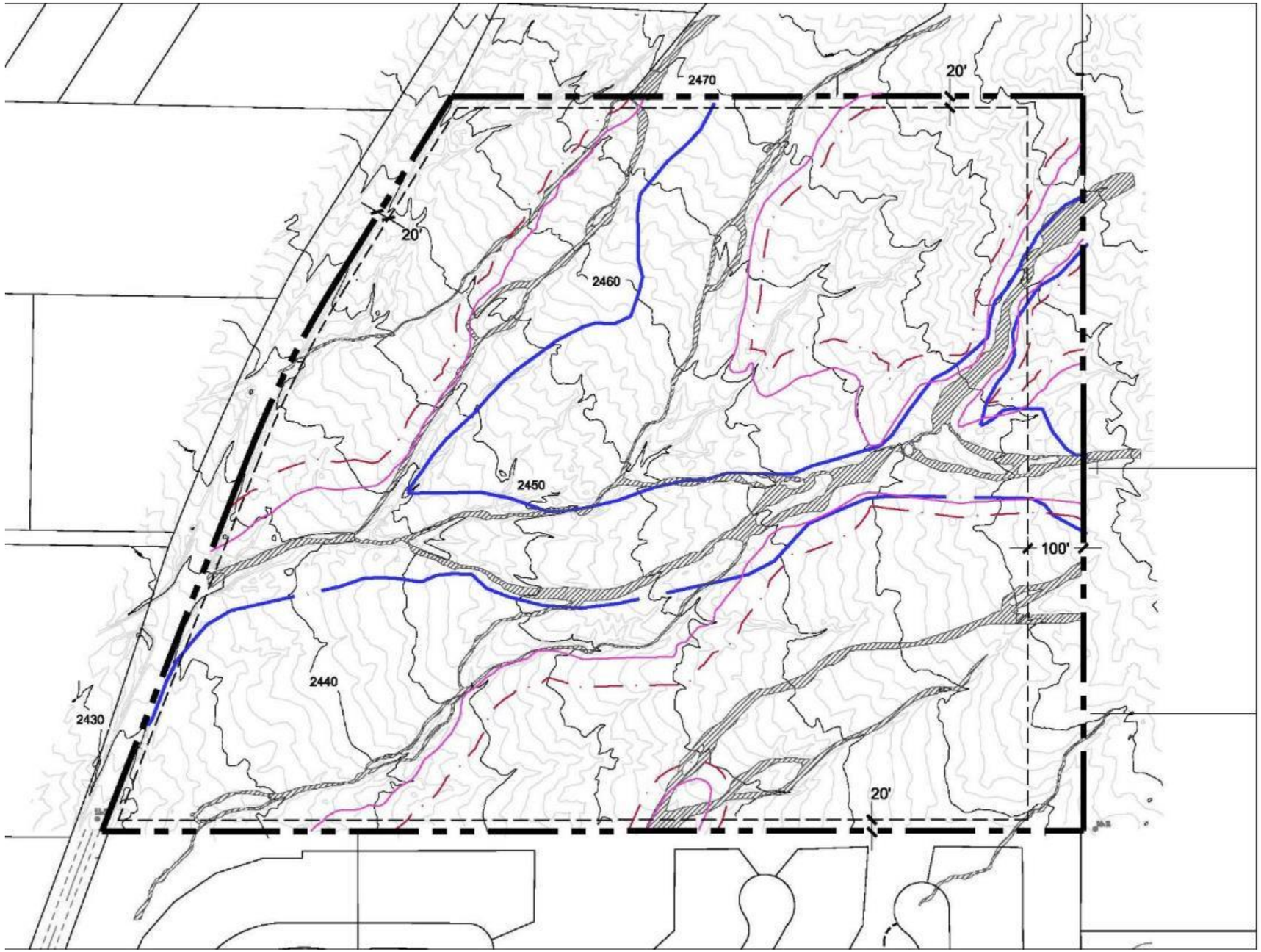
xhibit II K: xisting tility Infrastructure



McHarg Composite Map

Information regarding topography, hydrology, vegetation, wildlife and views has been combined to form the McHarg Composite Map, displayed as *Exhibit II.L.* The purpose of the McHarg Composite Map is to highlight areas that are available for development. Refer to Section III Development Plan for more information on how the site plan responds to the site's physical constraints.

xhibit II : McHarg Composite Map

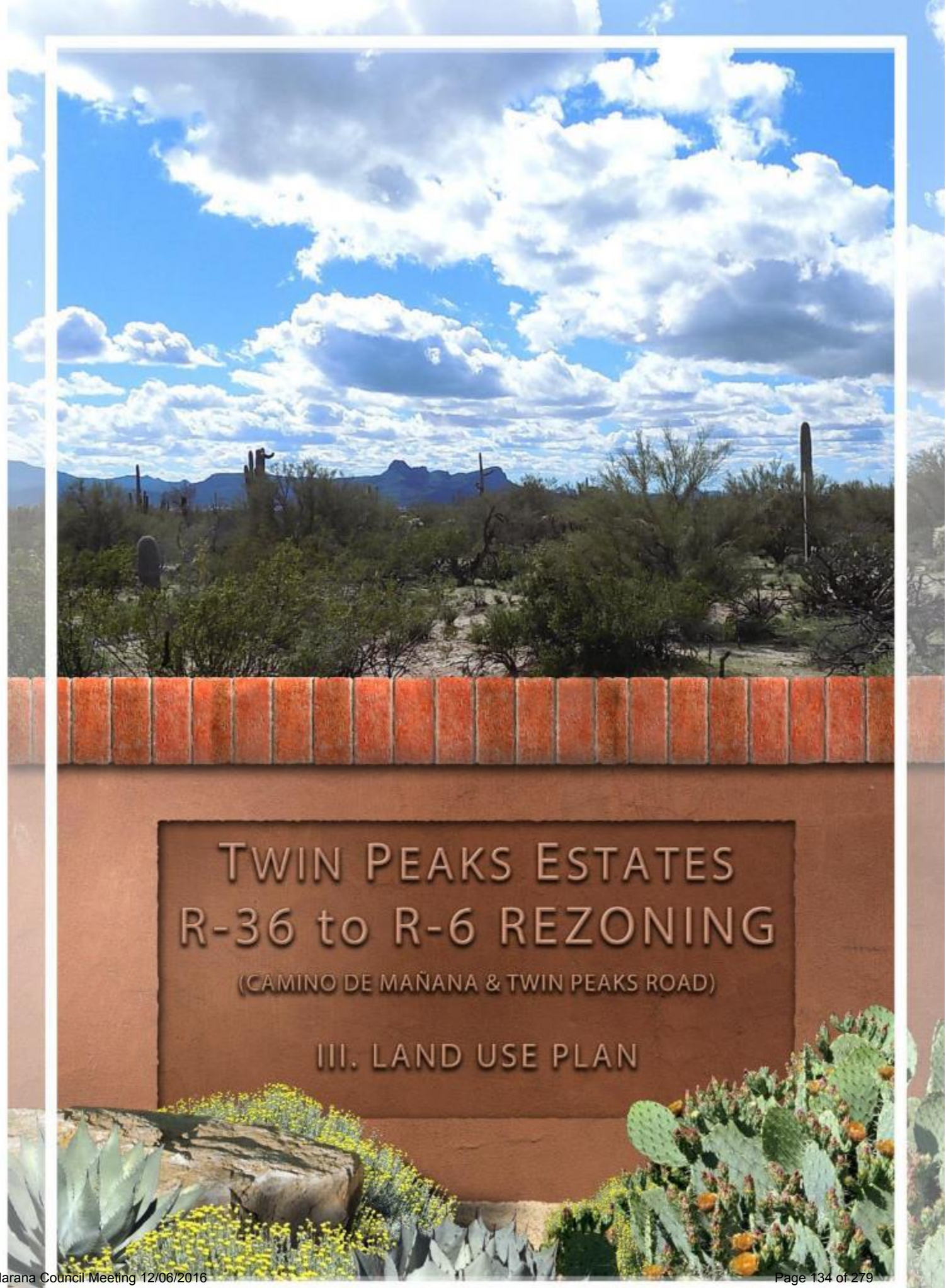


LEGEND

- PROPERTY BOUNDARY
- SETBACK
- FEMA FLOODPLAIN
- 100 YEAR FLOODPLAIN (CMG)
- EHS
- 404 JURISDICTION
- CONTOUR (2' INTERVAL)

NORTH 0' 100' 200'

FILE NAME: MPLD1 COMPOSITE-H.DWG/8.5x15_LS


TWIN PEAKS ESTATES
R-36 to R-6 REZONING
(CAMINO DE MAÑANA & TWIN PEAKS ROAD)
III. LAND USE PLAN

A Purpose and Intent

The Twin Peaks Estates rezoning document, referred to as “Twin Peaks Estates”, establishes the framework for the development of a 45-acre residential community within the Town of Marana, Pima County, Arizona. The document provides a method for applying standards and guidance to ensure that this development meets the needs of the community while appropriately responding to and considering adopted plans, adjacent development, the environment and site-specific conditions.

This Development Plan responds to the site analysis, technical research, and community values through the use of regulations or controls to resolve any potential development-related issues. Once approved, the Twin Peaks Estates rezoning document describes the planning considerations for parcels, imposes controls on the development of such parcels and is detailed accordingly in the final plat. The boundaries of this plan are shown on *Exhibit III.D.1*.

B Relationship to Adopted Plans

1 Marana eneral Plan

The proposed subdivision will conform to the Town of Marana General Plan and the recommendations set forth by regulatory agencies involved in permitting.

Twin Peaks Estates is located within the Planning Area boundary of the Town’s General Plan. Designed to help meet the current and future needs of the Town, the Twin Peaks Estates plan establishes goals and polices that are in line with the Town’s General Plan and Strategic Plan.

The Marana General Plan designates this property as Low Density Residential: 0.5-2.0 homes per acre. This project complies with that guideline and is in agreement with the overall General Plan, including the following highlighted goals, policies and actions:

eneral Plan oal, and se and rowth lement: Adopt sustainable development as a unifying goal to secure Marana’s future

Marana’s quality of life must be sustained for many generations to come. This can be accomplished through the preservation of open space and natural resources that provide valuable scenic and recreational amenities to residents in the community. Often this means protecting native plant species, especially in areas of denser riparian habitat. Safeguarding the community’s natural resources also plays a vital role in minimizing urban heat island effect, creating wildlife habitat connectivity and promoting water conservation and land stewardship.

General Plan Policy: Preserve and protect our natural resources in order to promote a sustainable community.

General Plan Action: Preserve the Sonoran Desert character by evaluating appropriate site disturbance standards and preserving native plants.
General Plan Action: Provide opportunities for both onsite and offsite riparian habitat restoration.

Plan Conformance: Twin Peaks Estates leaves a considerable amount of the site in a natural state, preserving over 40% of the native vegetation on-site and minimizing the impact on washes. Development of the property will occur in between washes with minimal disturbance for roadway and utility crossings.

eneral Plan oal, and se and rowth lement: Provide opportunities for diverse developments that maximi e the benefits to the community

The provision of a range of housing types and affordability is necessary to create a thriving community that can accommodate residents of any socio-economic class. By providing a variety of housing types for residents of all income levels, land uses such as industrial, commercial and office space are complemented with both a diverse and skilled workforce; thus, attracting future development and employment opportunities in the Town.

General Plan Policy: Promote new development that is compatible with existing land uses.
General Plan Action: Establish appropriate land development designations with densities and intensities that complement existing natural conditions and residential areas.
General Plan Action: Develop guidelines for enhancing new development and mitigating potential impacts on existing neighborhoods.

General Plan Policy: Provide opportunities for a variety of housing types and economic levels.
General Plan Action: Designate a wide range of residential development densities from low density rural to multifamily urban.

Plan Conformance: Twin Peaks Estates is located within the designated Planning Area Boundary of the Town of Marana's 2010 General Plan in the Northeast Growth Area and is listed as Low Density Residential, 0.5-2.0 residences per acre (RAC). The proposed RAC for Twin Peaks Estates is 2 residences units per acre, which is also consistent with the Twin Peaks Corridor Study. Twin Peaks Estates will feature a mixture of 50' wide and 60' wide lots similar to those offered in The Preserve at Twin Peaks.

eneral Plan oal, Open Space and Trails lement: Protect and preserve natural open space

The vast array of wildlife species that persist along the Tortolita Fan of the Sonoran Desert help to create the unique desert landscape so beloved by those in the Town of Marana. Maintaining critical wildlife habitat and linkages for species movement is an important part of their persistence in the future, especially considering that each species has its own unique habitat requirements, migration patterns and range.

General Plan Policy: Develop a connected system of natural open space preserves that protect wildlife habitat, wildlife linkages, and cultural resources.
General Plan Action: Preserve, protect, or conserve areas of high-value habitat and wildlife movement linkages as identified in the Marana Draft Habitat Conservation Plan (HCP) and the Marana Parks, Recreation, Trails, and Open Space Master Plan.
General Plan Action: Preserve Natural Undisturbed Open Space (NUOS) to maintain wildlife access and movement within and through development sites that are subject to discretionary land use actions, as described in the Draft HCP.
General Plan Action: Preserve and protect existing natural drainage systems as identified in the Marana Draft HCP riparian map.

General Plan Policy: Create protected continuous open space linkages and viable wildlife corridors throughout the community.
General Plan Action: Protect the viability of wildlife corridors mapped in the Draft HCP, using innovative site planning and design.

Plan Conformance: Twin Peaks Estates is a residential cluster design with lots situated in between two on-site washes in order to protect the densest pockets of native vegetation and provide open space amenity to residents. Therefore, large concentrations of natural vegetation are being preserved on-site, as shown on *Exhibit III.D.1: Conceptual Development Plan*. The total amount of natural open space in Twin Peaks Estates is approximately 53% and consists of natural undisturbed open space and some minimally disturbed areas.

2 Marana Strategic Plan III

The Twin Peaks Estate Specific Plan supports the following areas of the Marana Strategic Plan:

Commerce – Construction of the proposed residential units will provide jobs as well as revenues to the Town through construction sales tax and development service fees.

Community – This new residential development will provide additional housing choice in the scenic foothills, attracting new residents to the Town. Offering different lot sizes to accommodate homebuyers at varying income levels will create a diverse community, satisfying goals outlined in the Town of Marana General Plan as well. Careful development of the site to be clustered will ensure the preservation of the more environmentally sensitive features within and beyond the site.

Progress Innovation – Dedication to a conscientious approach to responsible development, high-performing homes and cost savings for potential future homebuyers reflects the intent of the Twin Peaks Estates Specific Plan. The community will strive to incorporate sustainable building practices such as the use of energy efficient construction material and appliances as well as innovative and compact site design to decrease energy usage, minimize impact to environment, conserve water and promote healthy lifestyles.

Recreation – Approximately 53 percent of the site will be provided as open space including a community park located within the residential community.

3 Twin Peaks Corridor Study

The Twin Peaks Corridor Study establishes design guidelines to create a cohesive theme for the parcels along Twin Peaks Road and Camino de Mañana between Linda Vista Boulevard and Tangerine Road. Twin Peaks Estates is located within this area and will adhere to the Twin Peaks Corridor Study in its entirety. This plan meets the goals outlined in the study by:

- Providing recreational amenities and design standards that encourages the use of desert landscaping and a color palette consist with the surrounding development.
- Preserving the viewsheds (on- and off-site), to the extent possible, of the surrounding natural environment.
- Incorporating necessary native desert landscaping within the proposed development and buffer zone to enhance the overall aesthetic of the corridor.

4 Draft Habitat Conservation Plan (HCP)

The Town's Draft Habitat Conservation Plan (HCP) calls for between 40% and 70% open space in Zone 3 areas such as this one, with the lower percentages of open space relating to the acquisition and preservation of off-site mitigation. The Draft HCP is not an adopted document at this time, although it is used as a guidance document. Over fifty percent (50%) natural open space (NOS) has been proposed for this development.

C Compatibility with Ad oining Development and ocation Restrictions

1 Ad oining Development Compatibility

Historically, development in the Town of Marana and unincorporated Pima County has largely been single-family homes on large lots. Today, the region is undergoing a significant growth change, especially in the southern and eastern parts of the Town. For instance, the Cascada Specific Plan, located to the south and west of Twin Peaks Estates, is a planned 1,454-acre mixed-use development with 3,806 proposed

residential units and a gross density of 2.6 residences per acre. Cascada features a variety of land uses and intensities. In terms of residential land uses, it consists of Low Density Residential (LDR) up to High Density Residential (HDR) and Village Center (VC) which is intended to be a mixed-use zone with community-oriented commercial, retail, employment, residential, live/work units, civic, cultural, entertainment, daycare and recreational uses connected by pedestrian walkways, gathering places and courtyards. Cascada also features an Employment Center land use designation and large areas of open space. The density/intensity of development within Cascada gradually increases as it approaches the mixed-use village center.

Twin Peaks Estates is adjacent to the northern boundary of The Preserve at Twin Peaks, which proposes nearly identical lot sizes. Twin Peaks Estates is located on vacant land, east of the southern terminus of Camino de Mañana, near the 4-lane major arterial, Twin Peaks Road. There is unsubdivided single-family residential development to the north and east.

Twin Peaks Estates seeks to be compatible with surrounding land uses while maintaining appropriate and sufficient residential density to offset the cost of extending water and other utilities to the vicinity. As a result, Twin Peaks Estates features a density that is in line with the Twin Peaks Corridor Study and Marana General Plan, a 100' wide natural undisturbed open space buffer to adjacent larger lot land owners to the north and east, and a substantial amount of open space. Utilizing a cluster development approach, the design maintains vast amounts of open space, which demonstrates sensitivity to the environmental value of the area.

D Conceptual Development Plan

The Twin Peaks Estates conceptual land use plan responds to site-specific conditions and environmental constraints as identified in the site analysis. The plan consists of 82 single-family residential units with a density less than 2 designated units per acre *(See Exhibit III.D.1: Conceptual Development Plan*). Lot sizes will vary slightly, but the typical lot sizes are 7,200 and 6,000 square feet with dimensions of 60'x120' and 50'x120', respectively. Lots will accommodate both one- and two-story homes. All homes along the perimeter of the site will be single story.

The site for Twin Peaks Estates consists of two large washes with designated riparian areas. The proposed development of Twin Peaks Estates includes setting aside a large portion of land, over 15-acres or 41.8% of the site; the total open space value is over 53% including the natural open space (NOS), active open space (AOS) park and 10' trail area. This development has been designed such that the washes running through the site will be largely avoided, and approximately 15 acres will remain natural undisturbed open space. Other areas of the development that will remain natural open space will include on-site trails and common areas throughout the site, and will total roughly 9.2 acres. The active open space area provided in the form of a neighborhood park will have an area of approximately 0.2 acres. Native vegetation

along the washes will remain undisturbed and will be the responsibility of the Homeowner's Association to ensure future preservation. Almost all lots will have their backyards facing natural desert open space. This is important because backyards facing a more open and natural environment give residents a sense of place, in addition to staying cooler during warmer parts of the year. These open space areas along the backs of homes also allow for species migration and opportunities for wildlife viewing.

xhibit III D 1: Conceptual Development Plan



LEGEND

- PROPERTY BOUNDARY
- ROW
- LOT LINE
- TRAIL ON ADJACENT PROPERTY
- SETBACK
- TRAILS
- S LIMITED TO SINGLE STORY
- CONTOUR (5' INTERVAL)
- EASEMENT
- 404 JURISDICTION
- RIPARIAN AREA
- ACTIVE OPEN SPACE (PARK)
- NATURAL OPEN SPACE (NOS)
- 4' OPAQUE SCREEN (MASONRY WALL).
- 5' MASONRY SCREEN WALL

AREAS/QUANTITIES:

1. Area of Subject Property = 44.96 acres
2. Natural Open Space (NOS) = approximately 24.3 acres (54%)
   2.1. Riparian Area = 15.1 acres (33%)
3. Active Open Space (Park) = approximately 0.2 acres (0.4%)
4. Single Family Residences:
   - ▲ (50'x120') = 48
   - ◆ (60'x120') = 34
   - Total = 82

NOTES:

1. A 10' wide asphalt shared-use path, constructed to Town standards, shall be required to be constructed along the project's entire frontage along Camino de Manana.

TWIN PEAKS ESTATES

THIS EXHIBIT WAS CREATED USING THE MOST RECENT AVAILABLE BOUNDARIES, ROAD ALIGNMENT, AND EASEMENT DATA PROVIDED BY THE DIFFERENT GOVERNMENTAL ENTITIES AND ENGINEERING FIRMS AND IS FOR PLANNING PURPOSES ONLY. FINAL AREA TOTALS BASED ON ENGINEERED DATA MAY VARY FROM THOSE SHOWN ON THIS EXHIBIT.

0' 100' 200' NORTH

PROJECT:MPL-01 DATE:11/17/16
FILE NAME: MPL01 SITE PLAN-K_111616.DWG

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

Circulation Plan

Ingress/Egress will be provided via two locations along Camino de Mañana. The access points are located in areas that minimize impacts to existing washes, the available right-of-way frontage, roadway geometry, and also to minimize traffic impacts to the neighboring property owners to the north, south and east. The internal streets are considered public and will be maintained by the Town of Marana. If the developer builds a gated community, the interior roadways shall be private and maintained by the homeowner's association. In the event of an update to the Town of Marana Subdivision Street Standards manual, the proposed roadways will be designed and built to comply with the requirements for a "local street" section. The proposed right-of-way width is 50-feet but the streets may be narrowed to the Town's minimum local street section width at platting. The developer will also construct the section of the proposed shared use path along Camino de Manana that abuts the western boundary of the rezoning area.

Interstate 10 is approximately 3 miles west of the site and can be accessed by traveling southwest from the property to Twin Peaks Road or by travelling west on Tangerine Road which is located approximately 2 miles north of Twin Peaks Estates. Tangerine Road can be accessed by traveling southwest on Camino de Mañana, then north on Twin Peaks Road or by travelling directly northeast on Camino de Mañana. Tangerine is currently undergoing an improvement project in which the corridor will be widened to 4 traffic lanes to accommodate future traffic demands.

A Traffic Impact Statement (TIS) prepared by Southwest Traffic Engineering, LLC and submitted under separate cover is intended to support the land-use proposal for this rezoning project. The study addresses the potential traffic impacts associated with the proposed Twin Peaks Estates. The results of the TIS indicate that the proposed project will generate an average of 65-86 weekday peak hour trips; this limited amount of trips utilizing appropriately spaced access points is not expected to have a significant impact on the surrounding roads. Any roadway improvements required by the Town based on the findings of the Traffic Impact Statement (as approved by the Town) will be the responsibility of the developer.

Trip generation for this project was determined using data contained in the Institute of Transportation Engineers (ITE) Trip Generation publication, 9th Edition. This project is expected to generate approximately 820 vehicular average daily trips (ADT).

F rading lement

Grading will take place on selected areas in order to preserve the sensitive areas of the site. The overall allowable grading and related disturbance includes internal roadways and their right-of-way, building pads, driveways, accessory structures, utility crossings of natural washes, emergency access and other areas needed for infrastructure and utilities. Site grading improvements within this project will be located at or near existing grade in order to avoid excessive alteration of the site's gently sloping terrain. Additionally, clustering the lots allows 53% of the site to remain as active, passive and/or undisturbed open space. In accordance with Title 25 of the Town of Marana *Land Development Code*, a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) to ADEQ for coverage under the Arizona Pollution Discharge Elimination System (AZPDES) Construction General Permit is required to be submitted to the Town for review and acceptance prior to commencement of grading activities.

Post Development Hydrology

1 Conceptual Development Plan Response to Hydrologic Characteristics

Significant washes will be preserved in their natural state within the common area open space designated as NOS, which consists of natural undisturbed open space (NUOS) and some minimally disturbed areas. Development will occur within some overbank sheet flow areas. These areas are only subject to flooding during infrequent, high magnitude storms. Building pads within sheet flow areas will be raised on fill to comply with Town of Marana development standards.

2 ncroachment and Modification of Drainage Patterns

Minor encroachments are proposed along the floodplain fringes in several overbank areas subject to shallow sheet flow during the 100-year storm. These encroachments will occur for the purpose of constructing raised building pads and for roadway crossings. Construction within the FEMA floodplain will only occur where streets cross washes.

3 ngineering and Design Features to be sed to Address Drainage and rosion Problems

Drainage impacts to offsite land uses upstream and downstream of this project will not occur because the primary washes will remain natural and floodplain encroachments will be limited to areas of infrequent sheet flooding.

4 Potential Drainage Impacts to Off site and ses pstream and Downstream

Erosion mitigation measures such as bank protection and scour walls will be used to protect building pads and streets where construction occurs within erosion hazard areas.

Building pads will be raised on fill to elevate floors a minimum of one foot above 100-year flood stage. Additional stormwater runoff created by new homes and roadways will be collected in small landscaped detention basins throughout the development. These basins will have sufficient capacity to comply with the Town of Marana requirements for development within a critical basin area. By largely avoiding disturbance of existing drainageways, and incorporating stormwater detention throughout the project, impacts to up- and downstream drainage patterns are mitigated, and erosion issues will be prevented.

5 Conceptual Development Plan Conformance with Area Plan, Basin Management Plan, and Town Policies

The Town of Marana Title 21 of the Land Development Code Floodplain and Erosion Hazard Management will govern the drainage design element of this project. Applicable provisions of the Pima County Detention/Retention Manual and the Town of Marana Northwest Area Drainage Policies will also guide the drainage design requirements.

xhibit III 1: Post Development Hydrology



SCALE: 1" = 200'

LEGEND

PROPERTY BOUNDARY

100-YEAR FLOODPLAIN LIMIT

EROSION HAZARD SETBACK LIMIT

CMG DRAINAGE ENGINEERING, INC.

3555 N. Mountain Ave. Tucson, Arizona 85719
Phone (520) 882-4044 Fax (520) 888-1403

	CMG
	CMG
	0905
	09/10/2015

POST PROJECT 100 YEAR FLOODPLAIN LIMITS & EROSION HAZARD SETBACKS

SHEET 1 OF 1

Z:\PROJECTS\2015\15-007 Planning Center Los Manzanitas\CADD\15-007-cmgbase.dwg (EXHIBIT 2.E.1) Plotted Aug 28, 2015 at 8:27am by Brenda

H nvironmental Resources

1 Waters of the nited States

A preliminary jurisdictional determination on the property was completed in September, 2005 by CMG Drainage Engineering for the purpose of compliance with the U.S. Army Corps of Engineers (USACE) requirements for implementation of Section 404 of the Clean Water Act (CWA). The results of the survey indicate that there are a total of 2.1 acres of Jurisdictional Waters of the United States on the subject property. The presence of Waters on the property specify that the property is subject to mitigation of impacts as required by Section 404 of the CWA.

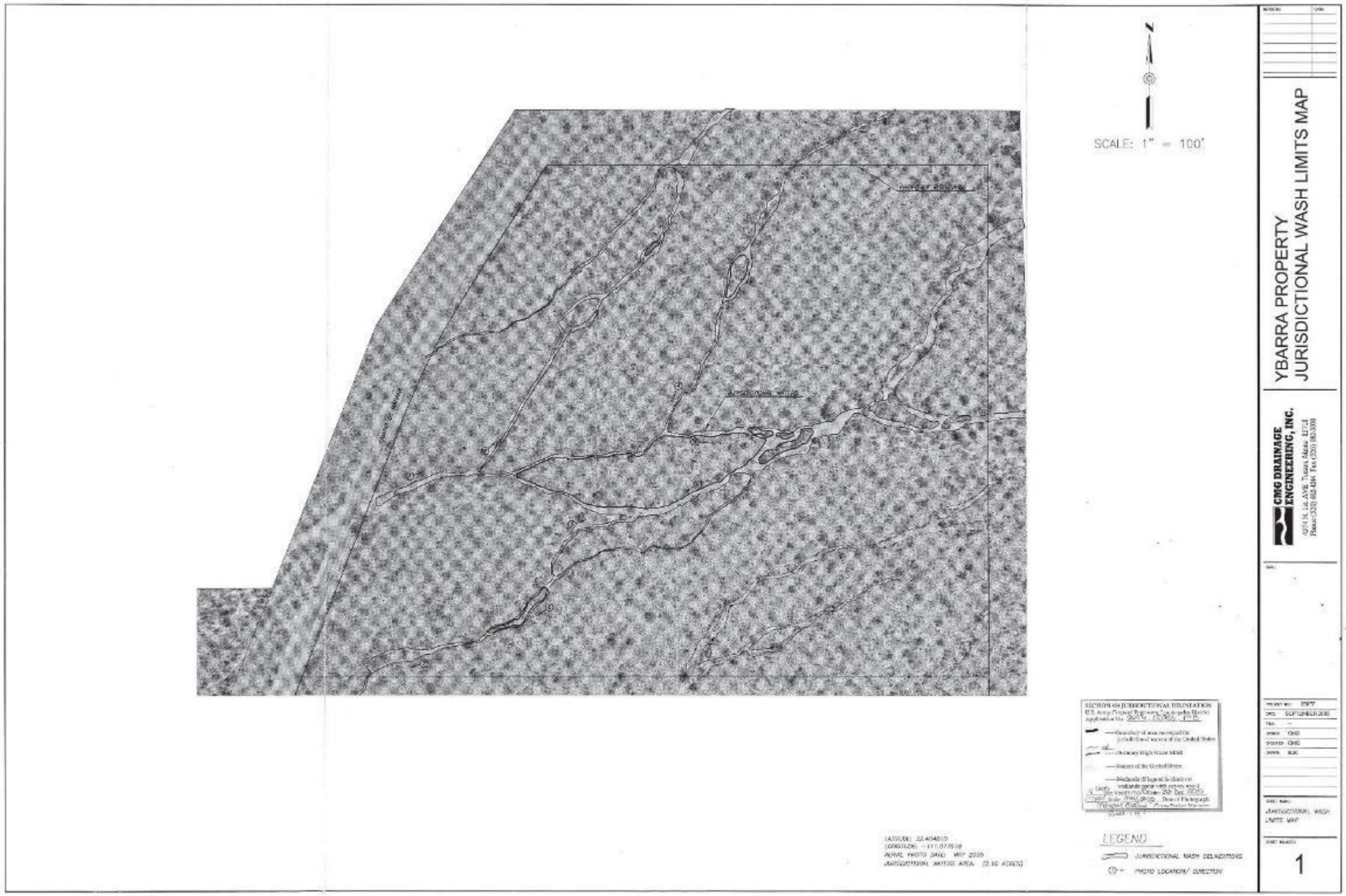
See *Exhibit II.H.1: Jurisdictional Wash Limits Map*

2 Wildlife

By preserving the major washes on-site through the Riparian Area and other open space, the primary wildlife corridors through the property are also protected. The proposed primary open space corridors on-site provide ample visual and acoustical buffering for wildlife traversing the site.

At least 30 days before grading, a 100% area survey must be completed by a qualified wildlife biologist, for the Sonoran Desert Tortoise, with a copy of the survey form sent to the Town prior to issuance of a grading permit.

xhibit III H 1: Jurisdictional Wash imits Map



I iewsheds

Extraordinary views are not available from or across the property due to existing, relatively flat topography coupled with the distance to surrounding mountain ranges. However, the wide open space corridors and perimeter buffer areas mitigate the project's minimal impacts to surrounding viewsheds. Single story homes are proposed along much of the perimeter of the development and significant buffers are proposed to soften the impact of views from the adjacent properties.

J andscape & Buffering

The overall landscape theme for Twin Peaks Estates will reflect the natural attributes of the Sonoran Desert and the site's surrounding environment. Native and desert-adapted plant material as well as regionally appropriate hardscape materials will be used within the landscape buffers, and common areas. The total open space within Twin Peaks Estates is over 53%. Buffers and common areas will reflect the plant palette and appearance of the native desert that dominates the site. A 20' landscape buffer will be provided along the south boundary and between the western site boundary and the Camino de Mañana alignment. A 100' open space buffer is proposed along the subject property's northern and eastern boundaries to mitigate any privacy concerns from adjacent properties. The southernmost 20' of the northern 100' open space buffer and the westernmost 20' of the eastern 100' open space buffer will be landscaped in accordance with the Twin Peaks Corridor Study to achieve 75% screening. A four-foot opaque screen (masonry wall) will also be provided at the end of each of the proposed cul-de-sacs to prevent vehicular light trespass onto adjacent properties to the north.

Most significant vegetation found on-site is within the sizeable on-site washes, all of which are preserved as open space except for the minor encroachments depicted on the Conceptual Development Plan. As part of the platting process, a native plant inventory will be prepared for the entire site, identifying vegetation to be preserved in place or transplanted on-site.

The development will also feature drought tolerant landscaping, which further increases how well the project fits within the context of lower density surrounding development in this arid region.

K tilities

1 Water

The Town of Marana provides water service to the surrounding area, although the development site is not currently serviced. Water service for this project will be extended from the existing 16-inch main that terminates near the intersection of Blue Bonnet Road and Twin Peaks Road. The developer is responsible for the construction of a water distribution system to serve the development and will be required to transfer

title of the system to the Town of Marana. A Water Service Agreement is required to establish service to the property. Please see *Exhibit III.K.1: Water Service Letter.*

xhibit III K 1: Water Service etter

MARANA
UTILITIES DEPARTMENT

February 24, 2015

Mr. Brian Underwood
Project Manager
The Planning Center
110 South Church Avenue
Tucson, AZ 85701

SUBJECT: Water Availability for the Specific Plan for 45 acres on Camino Mañana at Twin Peaks Road; Parcel Nos.: 216-25-0160, 216-25-0170 and 216-25-0180; T12S, R12E, Section 12

Dear Mr. Underwood:

WATER SUPPLY

The Town of Marana has been designated by the State of Arizona Department of Water Resources (ADWR) as having an assured water supply. The development lies within the boundary of the Town of Marana water service area and water supply is assured. However, this does not mean that water service is currently available to the proposed development.

WATER SERVICE

The approval of water meter applications is subject to the availability of water service at the time an application is made. The developer shall be required to sign a water development agreement with the Town. A proposed plan identifying water use, fire flow requirements and all major on-site and off-site water facilities must be submitted for a hydraulic review.

The developer shall construct a water distribution system to serve the development and transfer title of the system to the Town of Marana. In consideration, the Town of Marana shall operate, maintain and service the system. The developer shall have the cost responsibility to construct both the onsite and offsite facilities required to serve the potable water and fire protection demands for your development.

This letter shall remain valid for a period of one year from the date of issuance. If you have any questions, please call our office at 520-382-2560.

Sincerely,

Scott Schladweiler, P.E.
Utilities Engineer

5100 WEST INA ROAD ■ MARANA, ARIZONA 85743 ■ (520) 382-2570 ■ FAX: (520) 382-2590 ■ TTY: (520) 382-3499

2 Wastewater

The plan is to be served by public sewer. The project site is tributary to the Ina Road Wastewater Reclamation Facility via the Continental Ranch Interceptor. The 8" gravity main sewer line, S-665-003, within the right of way of Blue Bonnet Road at Linda Vista Boulevard is proposed to be extended approximately 1.25 miles north along Blue Bonnet to serve The Preserve at Twin Peaks development adjacent to the southern boundary. The line will then need to be constructed within the right of way and easements approximately 1,800 feet to serve the site.

A Sewer Service Agreement will be needed prior to development, see *Exhibit III.K.2: Wastewater Capacity Response*.

3 Other tilities

Electricity and telecommunications will be extended to the project site at the time of development through agreements with individual utility companies. The following utility companies currently serve this area:

Electricity:	Trico Electric Cooperative (TRICO)
Natural Gas:	Southwest Gas Corporation
Telephone:	Century Link
Cable:	Comcast

Trico Electric Cooperative (TRICO) provides electricity to this area of Pima County. It is anticipated that TRICO will provide power to the site.

It is anticipated that Century Link will extend phone service to the site. Alternatively, the site may use wireless communications that can be provided by any number of service providers.

Natural gas service will not be required at the site. Should natural gas service be required in the future, it is anticipated that service would be provided by Southwest Gas located within the Oasis Road right of way.

4 Sanitation and Recycling Services

A number of private sanitation service providers may be contracted to serve the site with comprehensive trash and waste removal, recycling and environmentally safe waste management services.

xhibit III K 2: Wastewater Capacity Response

PIMA COUNTY
REGIONAL WASTEWATER RECLAMATION DEPARTMENT
201 NORTH STONE AVENUE
TUCSON, ARIZONA 85701-1207

JACKSON JENKINS
DIRECTOR

PH: (520) 724-6500
FAX: (520) 724-9635

February 26, 2015

Brian Underwood
The Planning Center
110 S Church Avenue, Suite 6320
Tucson, Arizona 85701

Sewerage Capacity Investigation No. 2015-53 Type I

RE: **Twin Peaks Estates, Parcel 216250160, 216250170, 216250180**
Estimated Flow 13,824 gpd (ADWF).

Greetings:

The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for this project in the public sewer S-665-003, downstream from manhole 5175-34.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is an analysis of the system as of this date and valid for one year. Allocation of capacity is made by the Type III Capacity Response.

If further information is needed, please feel free to contact us at (520) 724-4266.

Reviewed by Kurt Stemm, CEA

O Public Services

1 Police Service

The project site will utilize the Town of Marana's police service. The nearest Town of Marana police station is the Town of Marana Police Headquarters located approximately 8.5 miles northwest of the project site at 11555 West Civic Center Drive. As a relatively low density residential project, impacts to Marana's police services are expected to be minimal.

2 Schools

It is anticipated that this project will generate approximately 64 residential units if fully developed at the target residential densities. Twin Peaks Estates is located within the Marana Unified School District (MUSD).

There are no schools located within one-mile of the project site. See *Exhibit II.I.1: Recreation and Schools*. The nearest school, DeGrazia Elementary School, is a K-6 public school approximately 2.2 miles south of the site at 5051 West Overton Road. Ironwood Elementary school is also located in the vicinity. The nearest public middle and high schools in the Marana Unified School District are Tortolita Middle School, approximately 3 miles south of the site at 4101 West Hardy Road and Mountain View High School, approximately 2.2 miles southwest of the site at 3901 West Linda Vista Boulevard.

MUSD uses the following multipliers for student enrollment projections. (MUSD multipliers do not distinguish between different housing products):

Elementary: 0.25 students per home (0.25 x 82) = 21 students
Junior High & High School: 0.10 students per home (0.10 x 82) = 9 students

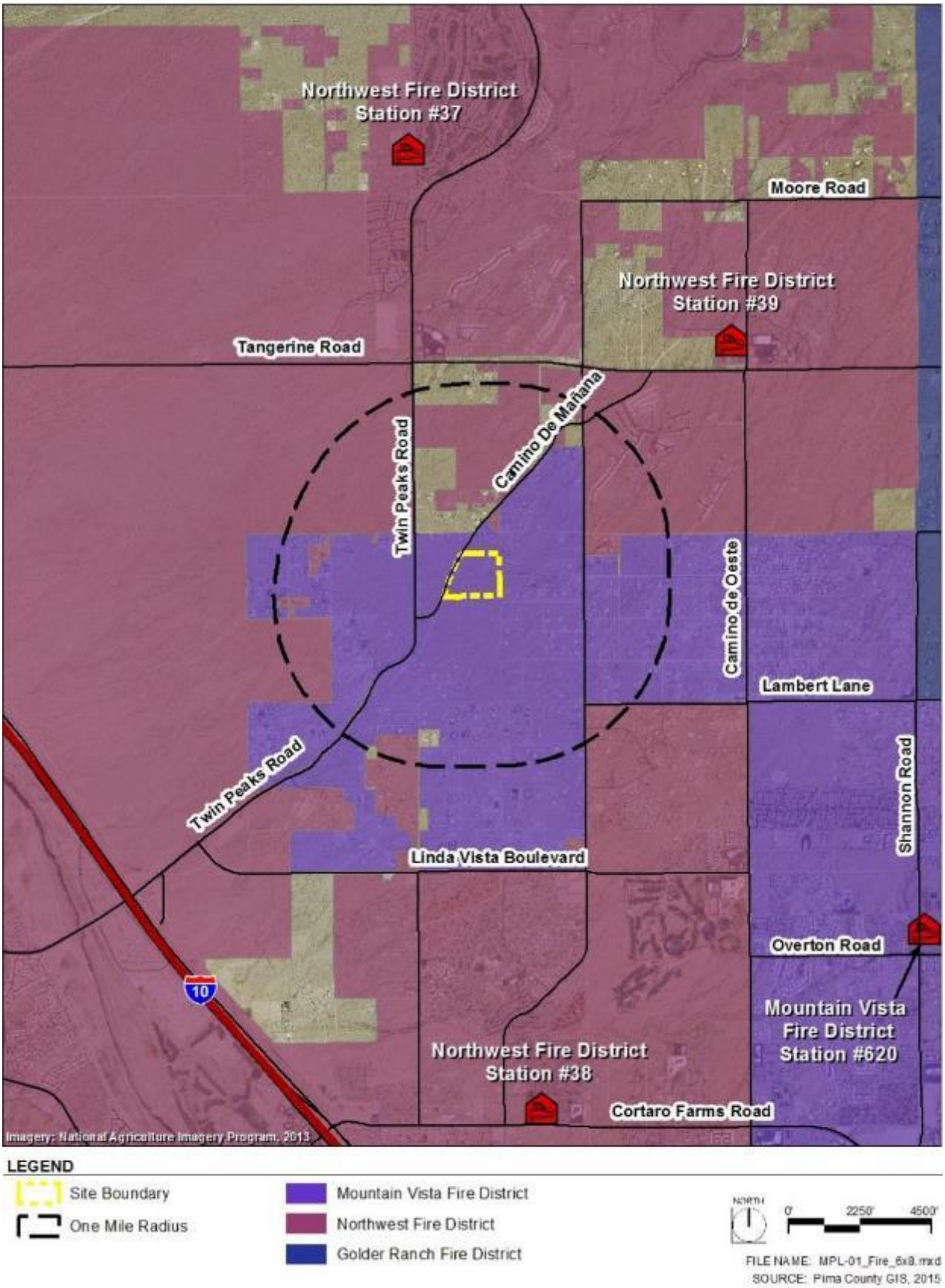
Mountain View High School, Tortolita Middle School and DeGrazia and Ironwood Elementary Schools will serve the site. In the future, other school sites could serve the Twin Peaks Estates. Per preliminary discussions with MUSD, there are plans for a school site in the Dove Mountain area and/or along the Tangerine Road Corridor. MUSD is also considering the establishment of a district sponsored charter school to help serve the need for quality schools in this growing area of town.

There is adequate existing school capacity within Ironwood Elementary School and the DeGrazia Elementary School site. Additionally, there is capacity available within Tortolita Middle School and Mountain View High School to absorb the anticipated number of students generated by this development

3 Fire Service

The entire project site is currently within the Mountain Vista Fire District. As depicted in *Exhibit III.O.3: Fire Service*, there are no fire stations within one mile of the project site. The nearest fire station (Northwest Fire District Station #339) is located approximately 2 miles northeast of the site at Thornydale Road and Tangerine Road. The nearest Mountain Vista Fire District Station (#620) is located at 9310 North Shannon Road, approximately 2 miles southeast of the site.

xhibit III O 3: Fire Service



P Recreation and Trails

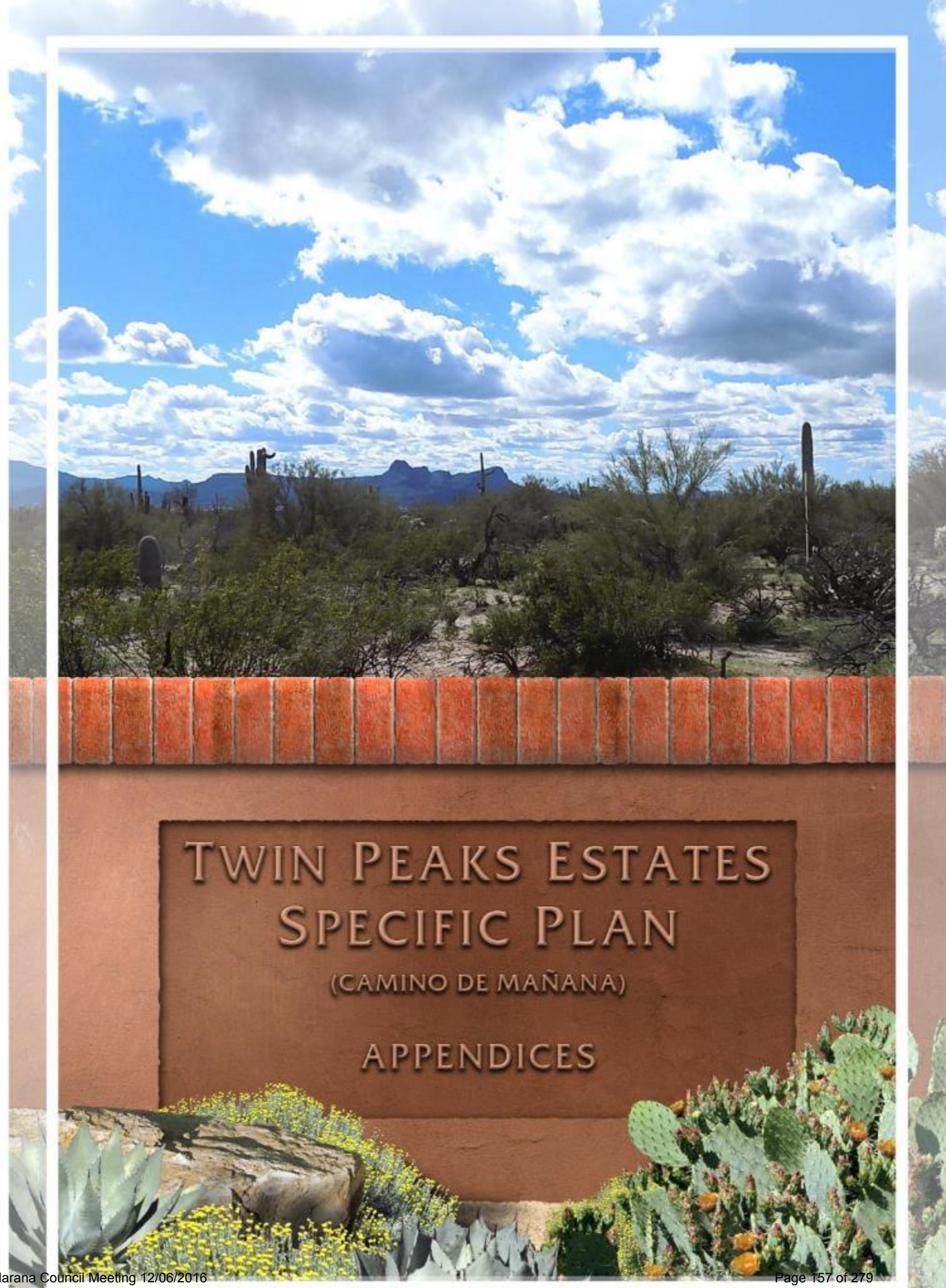
The majority of the development's open space will be owned and maintained by the HOA (with approximately 53% of the site as NOS and 0.4% as AOS). Approximately 24 acres of the subject property consists of natural open space (NOS), 0.2 acres of the property consists of active open space (AOS). The active open space is a neighborhood park adjacent to and visible from Camino de Manana near the north entry to the subdivision, providing easy access to all residents of Twin Peaks Estates through the internal sidewalk and trail network. This park is expected to be the recreation focal point of the neighborhood due to its visibility from Camino de Manana, as well as connectivity to the regional trail system. It will include play equipment, a shade structure, and seating.

A trail connection to The Preserve at Twin Peaks will be constructed providing a connection for the region's trail users. The shared-use path required along Camino de Mañana will also connect to the segment required to be built by the developer of The Preserve. An easement for the trail, internal to the project, will be provided to the Town of Marana for public access through the development, and signage will be provided. All plants shall be on an underground drip irrigation system. If turf is used, it must be irrigated from a secondary non-potable source as long as the non-potable source is available at the boundary of the rezoning area at the time that of development. However, much of the land is proposed to remain as Natural Undisturbed Open Space and shall not be irrigated. These actions meet the recommendations in the Town of Marana's *Parks, Recreation, Trails, and Open Space Master Plan* and the Marana 2010 General Plan.

Q Cultural, Archaeological and Historic Resources

No archaeological resources exist on-site. An archaeological survey was conducted on the subject property by Professional Archaeological Services of Tucson (P.A.S.T.), and the investigator determined in the report, titled Archaeological Survey of the Camino de Manana Section 12 Project near Marana, Pima County, Arizona, that no further cultural resource studies are warranted. If any are discovered during construction, State and local rules will be followed regarding handling and treatment of cultural resources.

See *Exhibit II.J: PAST Report Cover*.


TWIN PEAKS ESTATES
SPECIFIC PLAN
(CAMINO DE MAÑANA)
APPENDICES

Arizona Environmental Online Review Tool Report



Arizona Game and Fish Department Mission
To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations.

Project Name:
Twin Peaks Estates Specific Plan

Project Description:
45 acres proposed for 64 single-family residences

Project Type:
Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Contact Person:
Brian Underwood

Organization:
The Planning Center

On Behalf Of:
CONSULTING

Project ID:
HGIS-00646

Please review the entire report for project type and/or species recommendations for the location information entered. Please retain a copy for future reference.

Disclaimer:

1. This Environmental Review is based on the project study area that was entered. The report must be updated if the project study area, location, or the type of project changes.
2. This is a preliminary environmental screening tool. It is not a substitute for the potential knowledge gained by having a biologist conduct a field survey of the project area. This review is also not intended to replace environmental consultation (including federal consultation under the Endangered Species Act), land use permitting, or the Departments review of site-specific projects.
3. The Departments Heritage Data Management System (HDMS) data is not intended to include potential distribution of special status species. Arizona is large and diverse with plants, animals, and environmental conditions that are ever changing. Consequently, many areas may contain species that biologists do not know about or species previously noted in a particular area may no longer occur there. HDMS data contains information about species occurrences that have actually been reported to the Department. Not all of Arizona has been surveyed for special status species, and surveys that have been conducted have varied greatly in scope and intensity. Such surveys may reveal previously undocumented population of species of special concern.
4. HabiMap Arizona data, specifically Species of Greatest Conservation Need (SGCN) under our State Wildlife Action Plan (SWAP) and Species of Economic and Recreational Importance (SERI), represent potential species distribution models for the State of Arizona which are subject to ongoing change, modification and refinement. The status of a wildlife resource can change quickly, and the availability of new data will necessitate a refined assessment.

Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

Recommendations Disclaimer:

1. The Department is interested in the conservation of all fish and wildlife resources, including those species listed in this report and those that may have not been documented within the project vicinity as well as other game and nongame wildlife.
2. Recommendations have been made by the Department, under authority of Arizona Revised Statutes Title 5 (Amusements and Sports), 17 (Game and Fish), and 28 (Transportation).
3. Potential impacts to fish and wildlife resources may be minimized or avoided by the recommendations generated from information submitted for your proposed project. These recommendations are preliminary in scope, designed to provide early considerations on all species of wildlife.
4. Making this information directly available does not substitute for the Department's review of project proposals, and should not decrease our opportunity to review and evaluate additional project information and/or new project proposals.
5. Further coordination with the Department requires the submittal of this Environmental Review Report with a cover letter and project plans or documentation that includes project narrative, acreage to be impacted, how construction or project activity(s) are to be accomplished, and project locality information (including site map). Once AGFD had received the information, please allow 30 days for completion of project reviews. Send requests to:
   Project Evaluation Program, Habitat Branch
   Arizona Game and Fish Department
   5000 West Carefree Highway
   Phoenix, Arizona 85086-5000
   Phone Number: (623) 236-7600
   Fax Number: (623) 236-7366
   Or
   PEP@azgfd.gov
6. Coordination may also be necessary under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA). Site specific recommendations may be proposed during further NEPA/ESA analysis or through coordination with affected agencies

Arizona Game and Fish Department
Project ID: HGIS-00646

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Twin Peaks Estates Specific Plan

Aerial Image Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 45.48

Lat/Long (DD): 32.4063 / -111.0743

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

USGS Quad(s): RUELAS CANYON

Service Layer Credits: Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),



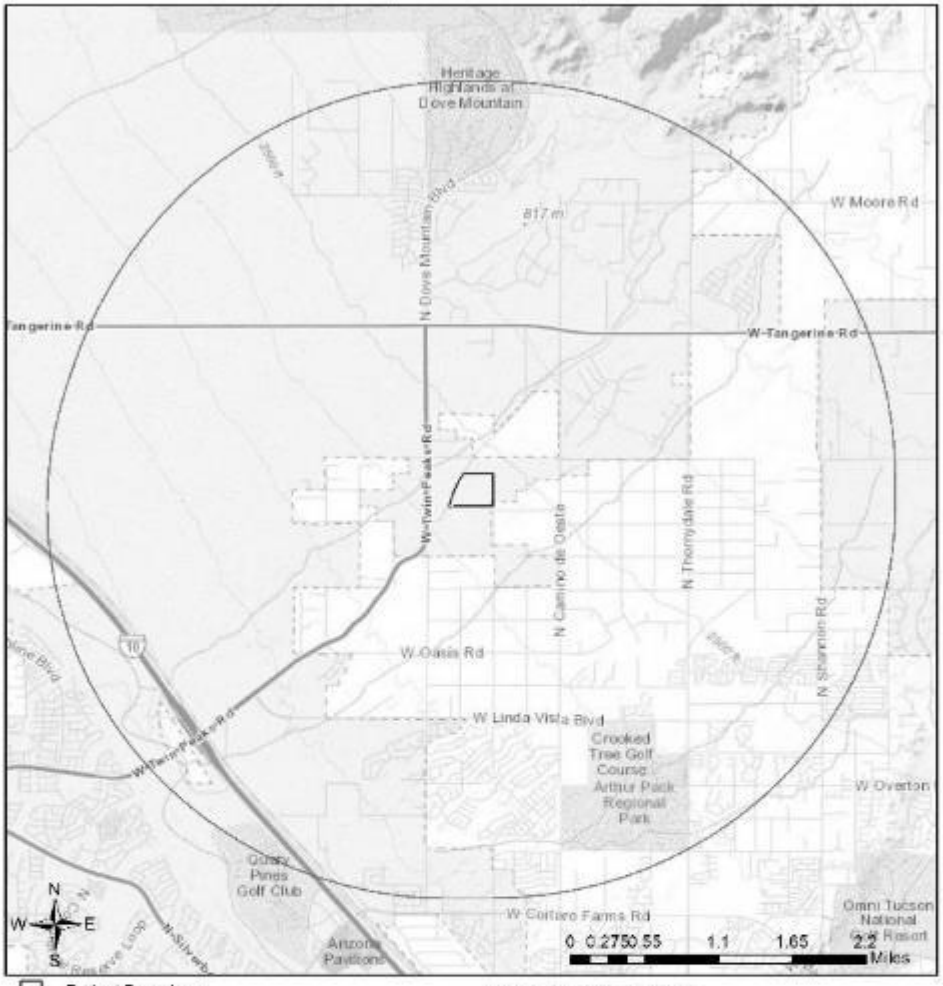
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Arizona Game and Fish Department
Project ID: HGIS-00646

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Twin Peaks Estates Specific Plan

Web Map As Submitted By User



☐ Project Boundary

☐ Buffered Project Boundary

Project Size (acres): 45.48

Lat/Long (DD): 32.4063 / -111.0743

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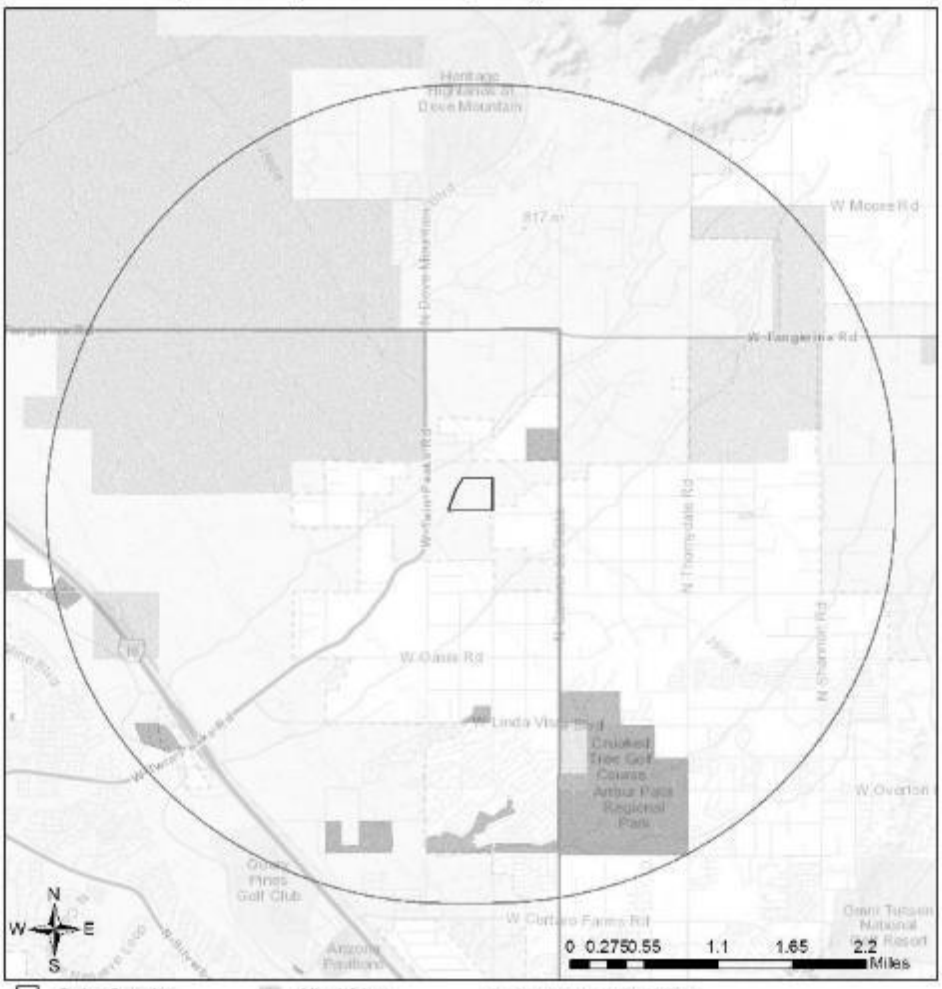
Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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Project ID: HGIS-00646

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Twin Peaks Estates Specific Plan

Topo Basemap With Township/Ranges and Land Ownership



- Project Boundary
- Buffered Project Boundary
- Township/Range
- AZ Game and Fish Dept
- BLM
- BOR
- Indian Res.
- Military
- Mixed/Other
- National Park/Mon.
- Private
- State and Regional Parks
- State Trust
- US Forest Service
- Wildlife Area/Refuge

Project Size (acres): 45.49
Lat/Long (DD): 32.4083 / -111.0743
County(s): Pima
AGFD Region(s): Tucson
Township/Range(s): T12S, R12E
USGS Quad(s): RUELAS CANYON

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Arizona Game and Fish Department
Project ID: HGIS-00646

project_report_twin_peaks_estates_sp_12505_12584.pdf
Review Date: 2/19/2015 04:43:49 PM

Special Status Species and Special Areas Documented within 3 Miles of Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	State	SGCN
Antilocapra americana sonoriensis	10J area for Sonoran Pronghorn					
Aquila chrysaetos	Golden Eagle	BGA		S		1B
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S	WSC	1B
Gopherus morafkai	Sonoran Desert Tortoise	C*	S		WSC	1A
Leptonycteris curasoae yerbabuenae	Lesser Long-nosed Bat	LE			WSC	1A
Tucson - Tortolita - Santa Catalina Mountains Linkage Design	Wildlife Corridor					
Tumamoca macdougalii	Tumamoc Globeberry		S	S	SR	

Note: Status code definitions can be found at http://www.azgfd.gov/w_c/edits/hdms_status_definitions.shtml.

Species of Greatest Conservation Need
Predicted within Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	State	SGCN
Aix sponsa	Wood Duck					1B
Ammospermophilus harrisii	Harris' Antelope Squirrel					1B
Anaxyrus retiformis	Sonoran Green Toad			S		1B
Anthus spragueii	Sprague's Pipit	C*			WSC	1A
Antrostomus ridgwayi	Buff-collared Nightjar		S			1B
Aquila chrysaetos	Golden Eagle	BGA		S		1B
Aspidoscelis stictogramma	Giant Spotted Whiptail	SC	S			1B
Athene cunicularia hypugaea	Western Burrowing Owl	SC	S	S		1B
Botaurus lentiginosus	American Bittern				WSC	1B
Buteo regalis	Ferruginous Hawk	SC		S	WSC	1B
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis occipitalis klauberi	Tucson Shovel-nosed Snake	C*				1A
Colaptes chrysoides	Gilded Flicker			S		1B
Coluber bilineatus	Sonoran Whipsnake					1B
Corynorhinus townsendii pallescens	Pale Townsend's Big-eared Bat	SC	S	S		1B
Crotalus tigris	Tiger Rattlesnake					1B
Crotaphytus nebrius	Sonoran Collared Lizard					1B
Cynanthus latirostris	Broad-billed Hummingbird		S			1B
Cyprinodon macularius	Desert Pupfish	LE			WSC	1A
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Euderma maculatum	Spotted Bat	SC	S	S	WSC	1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S	WSC	1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S	WSC	1B
Gopherus morafkai	Sonoran Desert Tortoise	C*	S		WSC	1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S	WSC	1A
Heloderma suspectum	Gila Monster					1A
Hypsiglena sp. nov.	Hooded Nightsnake					1B

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Arizona Game and Fish Department
Project ID: HGIS-00646

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Species of Greatest Conservation Need
Predicted within Project Vicinity based on Predicted Range Models

Scientific Name	Common Name	FWS	USFS	BLM	State	SGCN
Incilius alvarius	Sonoran Desert Toad					1B
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Lasiurus blossevillii	Western Red Bat		S		WSC	1B
Lasiurus xanthinus	Western Yellow Bat		S		WSC	1B
Leopardus pardalis	Ocelot	LE			WSC	1A
Leptonycteris curasoae yerbabuenae	Lesser Long-nosed Bat	LE			WSC	1A
Lepus alleni	Antelope Jackrabbit					1B
Macrotus californicus	California Leaf-nosed Bat	SC		S	WSC	1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Aberts Towhee		S			1B
Micruroides euryxanthus	Sonoran Coralsnake					1B
Myotis occultus	Arizona Myotis	SC		S		1B
Myotis velifer	Cave Myotis	SC		S		1B
Myotis yumanensis	Yuma Myotis	SC				1B
Nyctinomops femorosaccus	Pocketed Free-tailed Bat					1B
Panthera onca	Jaguar	LE			WSC	1A
Passerculus sandwichensis	Savannah Sparrow					1B
Perognathus amplus	Arizona Pocket Mouse					1B
Perognathus longimembris	Little Pocket Mouse					1B
Peucaea botterii arizonae	Arizona Botteri's Sparrow			S		1B
Peucaea carpalis	Rufous-winged Sparrow					1B
Phrynosoma solare	Regal Horned Lizard					1B
Phyllorhynchus browni	Saddled Leaf-nosed Snake					1B
Poeciliopsis occidentalis occidentalis	Gila Topminnow	LE			WSC	1A
Progne subis hesperia	Desert Purple Martin			S		1B
Setophaga petechia	Yellow Warbler					1B
Sonorella papagorum	Black Mountain Talussnail					1B
Tadarida brasiliensis	Brazilian Free-tailed Bat					1B
Thomomys umbrinus intermedius	Southern Pocket Gopher					1B
Troglodytes pacificus	Pacific Wren					1B
Vireo bellii arizonae	Arizona Bell's Vireo					1B
Vulpes macrotis	Kit Fox					1B

Species of Economic and Recreation Importance Predicted within Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	State	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					

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Species of Economic and Recreation Importance Predicted within Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	State	SGCN
Zenaida asiatica	White-winged Dove					

Project Type: Development Within Municipalities (Urban Growth), Residential subdivision and associated infrastructure, New construction

Project Type Recommendations:

Fence recommendations will be dependant upon the goals of the fence project and the wildlife species expected to be impacted by the project. General guidelines for ensuring wildlife-friendly fences include: barbless wire on the top and bottom with the maximum fence height 42", minimum height for bottom 16". Modifications to this design may be considered for fencing anticipated to be routinely encountered by elk, bighorn sheep or pronghorn (e.g., Pronghorn fencing would require 18" minimum height on the bottom). Please refer to the Department's Fencing Guidelines located on the home page of this application at http://www.azgfd.gov/hgis/guidelines.aspx.

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

Consider impacts of outdoor lighting on wildlife and develop measures or alternatives that can be taken to increase human safety while minimizing potential impacts to wildlife. Conduct wildlife surveys to determine species within project area, and evaluate proposed activities based on species biology and natural history to determine if artificial lighting may disrupt behavior patterns or habitat use. Use only the minimum amount of light needed for safety. Narrow spectrum bulbs should be used as often as possible to lower the range of species affected by lighting. All lighting should be shielded, cantered, or cut to ensure that light reaches only areas needing illumination.

Minimize potential introduction or spread of exotic invasive species. Invasive species can be plants, animals (exotic snails), and other organisms (e.g., microbes), which may cause alteration to ecological functions or compete with or prey upon native species and can cause social impacts (e.g., livestock forage reduction, increase wildfire risk). The terms noxious weed or invasive plants are often used interchangeably. Precautions should be taken to wash all equipment utilized in the project activities before leaving the site. Arizona has noxious weed regulations (Arizona Revised Statutes, Rules R3-4-244 and R3-4-245). See Arizona Department of Agriculture website for restricted plants, https://agriculture.az.gov/. Additionally, the U.S. Department of Agriculture has information regarding pest and invasive plant control methods including: pesticide, herbicide, biological control agents, and mechanical control, http://www.usda.gov/wps/portal/usdahome. The Department regulates the importation, purchasing, and transportation of wildlife and fish (Restricted Live Wildlife), please refer to the hunting regulations for further information http://www.azgfd.gov/h_f/hunting_rules.shtml

The construction or maintenance of water developments should include: incorporation of aspects of the natural environment and the visual resources, maintaining the water for a variety of species, water surface area (e.g., bats require a greater area due to in-flight drinking), accessibility, year-round availability, minimizing potential for water quality problems, frequency of flushing, shading of natural features, regular clean-up of debris, escape ramps, minimizing obstacles, and minimizing accumulation of silt and mud.



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

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

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

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

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

Design culverts to minimize impacts to channel geometry, or design channel geometry (low flow, overbank, floodplains) and substrates to carry expected discharge using local drainages of appropriate size as templates. Reduce/minimize barriers to allow movement of amphibians or fish (e.g., eliminate falls). Also for terrestrial wildlife, washes and stream corridors often provide important corridors for movement. Overall culvert width, height, and length should be optimized for movement of the greatest number and diversity of species expected to utilize the passage. Culvert designs should consider moisture, light, and noise, while providing clear views at both ends to maximize utilization. For many species, fencing is an important design feature that can be utilized with culverts to funnel wildlife into these areas and minimize the potential for roadway collisions. Guidelines for culvert designs to facilitate wildlife passage can be found on the home page of this application at http://www.azgfd.gov/hgis/guidelines.aspx.

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

Based on the project type entered, coordination with Arizona Department of Water Resources may be required (http://www.azwater.gov/azdwr/default.aspx).

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

Based on the project type entered, coordination with County Flood Control district(s) may be required.

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



Vegetation restoration projects (including treatments of invasive or exotic species) should have a completed site evaluation plan (identifying environmental conditions necessary to re-establish native vegetation), a revegetation plan (species, density, method of establishment), a short and long-term monitoring plan, including adaptive management guidelines to address needs for replacement vegetation.

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

Project Location and/or Species Recommendations:

HDMS records indicate that one or more native plants listed on the Arizona Native Plant Law and Antiquities Act have been documented within the vicinity of your project area. Please contact
Arizona Department of Agriculture
1688 W Adams St.
Phoenix, AZ 85007
Phone: 602.542.4373
https://agriculture.az.gov/environmental-services/np1

HDMS records indicate that one or more listed, proposed, or candidate species or Critical Habitat (Designated or Proposed) have been documented in the vicinity of your project. The Endangered Species Act (ESA) gives the US Fish and Wildlife Service (USFWS) regulatory authority over all federally listed species. Please contact USFWS Ecological Services Offices at http://www.fws.gov/southwest/es/arizona/ or:
Phoenix Main Office Tucson Sub-Office Flagstaff Sub-Office
2321 W. Royal Palm Rd, Suite 103 201 N. Bonita Suite 141 SW Forest Science Complex
Phoenix, AZ 85021 Tucson, AZ 85745 2500 S. Pine Knoll Dr.
Phone: 602-242-0210 Phone: 520-670-6144 Flagstaff, AZ 86001
Fax: 602-242-2513 Fax: 520-670-6155 Phone: 928-556-2157
Fax: 928-556-2121

HDMS records indicate that Sonoran Desert Tortoise have been documented within the vicinity of your project area. Please review the Tortoise Handling Guidelines found at:
http://www.azgfd.gov/hgis/pdfs/TortoiseHandlingguidelines.pdf

Analysis indicates that your project is located in the vicinity of an identified wildlife habitat linkage corridor. Project planning and implementation efforts should focus on maintaining adequate opportunities for wildlife permeability. For information pertaining to the linkage assessment and wildlife species that may be affected, please refer to: http://www.corridordesign.org/arizona. Please contact your local Arizona Game and Fish Department Regional Office for specific project recommendations: http://www.azgfd.gov/inside_azgfd/agency_directory.shtml.

Bibliography

Aerial Photographs, Pima Association of Governments, Pictometry, 2014.

Town of Marana Land Development Code, Title 8 - General Development Regulations, revised May 2011.

Town of Marana Land Development Code, Title 6 - Subdivision Requirements, revised March 2011.

Town of Marana Land Development Code, Title 5 - Zoning, revised May 2011.

Town of Marana General Plan, 2010.

Town of Marana Parks, Recreation, Trails, and Open Space Master Plan, 2010.

FEMA Flood Insurance Rate Map, Pima County, Arizona.

Institute of Transportation Engineers, Trip Generation Manuals, 7th Edition, Volumes 1 & 3, 2003.

MapGuide, Pima County Department of Transportation, 2015.

PLANNING COMMISSION MEETING
MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 26, 2016, at or after 6:30 p.m.

Thomas Schnee, Chairman
Don Duncan, Vice Chair
Terry Fehrmann, Commissioner
Marcia Jakab, Commissioner
Steve Miklosi, Commissioner
Richard Miller, Commissioner
John Officer, Commissioner

DRAFT

REGULAR PLANNING COMMISSION MEETING

CALL TO ORDER. Chairman Schnee called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION/MOMENT OF SILENCE.
Led by **Chairman Schnee**.

ROLL CALL. Terri Byler, Planning Commission Secretary, called roll. All Commission Members were present. A quorum was present.

CALL TO THE PUBLIC. Several Dove Mountain residents expressed their concerns with the future proposed rezoning of the Tapestry Specific Plan.

APPROVAL OF AGENDA. ***Motion to approve by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously.***

ANNOUNCEMENTS. A work session for the Land Development Code Update has been scheduled for Tuesday, November 15, 2016 at 6:00 p.m. Both Planning Commission and Town Council are invited to attend. (Ryan Mahoney)

GENERAL ORDER OF BUSINESS. Approval of September 28, 2016 meeting minutes.
Motion to approve by Commissioner Miklosi, seconded by Commissioner Officer. Passed unanimously.

PUBLIC HEARINGS.

1. PCM1609-001 Amendment to the Marana Land Development Code Title 16 (Signs), adding Section 16-14-37 Road Construction Area Sign. Recommendation to the Town Council to approve an amendment to the Marana Land Development Code, Title 16 (Signs) consisting of new regulations pertaining to temporary signs for land uses located within a commercial or industrial zoning district and within an area subject to roadway related construction activity. (Brian D. Varney)

Presented by **Ryan Mahoney**, who noted this item is a proposed change to the current sign code and was in response to the upcoming construction on Ina Road. Since the project is estimated to last two years, the Town set out to help mitigate some of the impact to those businesses. Staff came up with a variety of ideas, including signage, that would guide people from Thornydale Road to the construction area and a phone app that would provide live feeds on the status of the project, as well as information on the businesses in the area. The other component is to allow a change in the code, not limited to Ina Road, for future construction projects that create similar impacts to businesses.

Commissioner Jakab asked where would the Town-branded signs be located **Mr. Mahoney** replied the signs would be placed at "decision points" on Thornydale Road; as you are approaching Ina Road from the north and from the south, and on Ina Road heading west. **Commissioner Miklosi** was in favor of this because it would help the businesses along Ina Road.

Motion to approve by Commissioner Jakab, seconded by Commissioner Miklosi. Passed unanimously. 7-0

2. PCZ1512-001 Twin Peaks Estates Rezoning; A request for recommendation to the Marana Town Council for approval to rezone approximately 45 acres of land from R-36 (single-family residential) to R-6 (single-family residential). The property is generally located east of Camino de Manana approximately 1/8 mile south of the Desert Falcon Lane alignment within a portion of Section 12, Township 12 S, Range 12 E. (Brian D. Varney)

Presented by **Mr. Mahoney**, this is a proposal for a rezoning, located east of Camino de Mañana and south of Desert Falcon Lane and north of the recently entitled property - the Preserve at Twin Peaks. The subject property is approximately 45 acres. Roughly 14.5 acres will be developed as residential lots with the remainder reserved for roadways, infrastructure, open space and a neighborhood park. A proposed 10-foot-wide shared-use path along Camino de Manana would connect to the path provided by the Preserve at Twin Peaks. 82 lots comprised of one-story and two-story homes have been proposed. The lots would be subject to the Residential Design Standards as well as the Twin Peaks Corridor Study requirements. Access to the site would be provided at two locations off of Camino de Manana.

A few comment letters were received, namely from the owners of the Twin Peaks Vistas and the Preserve at Twin Peaks regarding the sewer and seeking the cooperation to share in the cost of extending the sewer. Because of this, they are asking for a zoning condition. Typically we don't involve ourselves directly, but we can help facilitate a discussion; preferably prior to this item going before the Town Council.

DRAFT

Brian Underwood - Planning Center - stated the plan proposes 82 one- and two-story single-family homes. 53% of the site would be designated as open space. In addition to the proposed homes, several walking paths are also planned as well as a 100-foot natural open space buffer along the eastern boundary. Single-story homes are planned along Camino de Mañana and a 4-foot wall along the backside of the cul-de-sacs would be installed to mitigate any light trespass from vehicles.

Commissioner Jakab wanted to know if the two access locations were chosen because of the topography. **Mr. Underwood** Yes, the location options were limited because of topography and onsite washes. **Commissioner Officer** wanted to know if it would be possible to add landscape buffers, instead of the 4-foot walls, to the end of the cul-de-sacs. **Mr. Underwood** replied that they would be willing to look at a vegetative screen as opposed to a wall.

Chairman Schnee opened up the public portion of the hearing.

Paul Udorvich – was opposed to the rezoning. He currently owns property directly north of the subject property. Mr. Udorvich has requested a 100-foot setback.

Pat Lee – was opposed to the rezoning. He was concerned about the light trespass from the development and would like to see single-story homes throughout. Mr. Lee was also concerned about the condition of Camino de Mañana and the possible increase in traffic. **Chairman Schnee** asked if there were any future plans to address the issues on Camino de Mañana. **Mr. Mahoney** stated that there were no current plans to rebuild the road. The main issue is that a portion of the road is in Pima County.

Richard Neter – property owner of the Twin Peaks Vista project, and **Joel Abrams** – who represents the two partnerships that own the Preserve at Twin Peaks, stated there were some obstacles that needed to be addressed before they could develop their properties; namely water and sewer. Both Mr. Neter and Mr. Abrams agreed to cooperate in the share the cost of bringing the sewer in. They requested an added condition that would require all those who rezone, participate in the offsite costs. **Jeff Corbin** was opposed to the rezone. He requested a 100-foot buffer and maximum elevation on the rooflines. **Len Paradise, Grey Carpenter and Patty Miller** were opposed to the rezoning. Ms. Miller had a concern regarding the watershed.
Mr. Underwood stated, by the Town Code they were not allowed to increase the flow or velocity of water outside of the property. All potential increases and flow would need to be retained onsite. Culverts and drainage basins would be added to convey those flows.

Chairman Schnee closed the public portion of the hearing.

Vice Chair Duncan asked for an update on the plans for the sewer line. **Mr. Underwood** given the timing in the coordination with the individuals at the Preserve at Twin Peaks, they weren't able to get an agreement in place but would like to negotiate with them on extending the sewer infrastructure prior to Town Council. Directing his question to **Frank Cassidy**, **Chairman Schnee** asked for guidance on adding an appropriate condition regarding the sewer extension, should the Commission approve the rezoning. **Mr. Cassidy** mentioned that the other two properties don't have a similar condition. The rules have changed over time at the county. Until a year ago the first person in would acquire a protected line agreement that would require participation from anyone connecting into that line for a number of years.

DRAFT

The county has discontinued that option so those affected are left to try to work these things out on their own. At this point, from the staff's perspective, we think it would be better to let the marketplace work itself out. If you chose, you could recommend a condition to Council that if an agreement hasn't been reached by the time this item comes before them, they would not move forward with the rezoning. Another alternative is to state in the conditions of rezoning, "This developer shall participate in a fair share basis in the cost of constructing sewer infrastructure to serve not only this property, but the regional infrastructure necessary to serve this area." **Commissioner Miklosi** in other words, if any of the other parties choose not to participate they could still benefit?

Mr. Cassidy that is true. That has always been the problem and why we came up with development impact fees. But in 2011, the legislature strongly limited our ability so now we are back to the old rules of first person in has to construct the entire infrastructure and with the county taking away the protected main provision, it limits it even further. **Chairman Schnee** your legal advice is to let the free market take care of this? **Mr. Cassidy** that is my practical advice, my legal advice is you are legally authorized to impose a condition that they pay their fair share for sewer and you can make it as part of your recommendation to the Council, that they not approve it if there is not an agreement by the time this item is in front of them. **Chairman Schnee** stated he was leaning towards letting the two developers resolve this prior to Council and not add a condition as this time. **Commissioner Miklosi** agreed with Chairman Schnee. **Commissioner Miller, Fehrmann and Officer** felt that the developers should work it out between themselves.

Chairman Schnee liked the park, the path and the 100-foot setback. He had no issues with the 4-foot barrier (wall or vegetation,) as long as it was functional. Chairman Schnee had no concerns regarding the single story. He liked the idea of a 75-foot setback and a 90% vegetation screening along the northern border. **Commissioner Officer** liked the layout and the location of the two-story lots. **Commissioner Miklosi** wanted to know if there were any options with relocating the top three lots. **Mr. Underwood** it would be difficult to relocate the lots due to the washes that run through the property. **Commissioner Miller** preferred a 100-foot setback but would accept a 75-foot setback. **Commissioner Jakab** preferred the 100-foot setback because it would benefit both those who live in as well as outside the subdivision. **Vice Chair Duncan** preferred a minimum of 75-foot setback. **Commissioner Fehrmann** would like to see 50% single-story homes, 75-100-foot setback and 90% vegetative screening remain.

Motion to approve, subject to the following added conditions; include a 100-foot setback with a 75% vegetative buffer along the northern border of the project, add 4-foot buffer walls to the end of the three cul-de-sacs, and all homes along Camino de Mañana be limited to single story, by Vice Chair Duncan, seconded by Commissioner Miller. Passed unanimously. 7-0

COMMISSION ACTION.

INFORMATIONAL ITEMS/POSSIBLE ACTION ITEMS. Recommendation to move the following Planning Commission meeting; December 28, 2016 to December 21, 2016. (Ryan Mahoney)

Motion to move December Planning Commission meeting to December 21, 2015 by Vice Chair Duncan, seconded by Commissioner Jakab. Passed unanimously. 7-0

DRAFT

FUTURE AGENDA ITEMS.

ADJOURNMENT. ***Motion to adjourn at 8:45 p.m. by Commissioner Jakab, seconded by Commissioner Fehrmann. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Planning Commission meeting held on October 26, 2016. I further certify that a quorum was present.

Terri Byler, Planning Commission Secretary

DRAFT

Council-Regular Meeting **A2**

Meeting Date: 12/06/2016

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: December 6, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-132: Relating to Development; approving and authorizing the Mayor to execute the Agreement to Terminate Fianchetto Farms Development Agreement (Frank Cassidy)

Discussion:

In late 2005, the Town and the then-developer of Fianchetto Farms subdivision entered into a development agreement that locked in then-existing development regulations and established financial commitments for the property based on the then-assumed facts.

Several unexpected things occurred after the Fianchetto Farms development agreement was entered into. First, Payson Farms was not developed. Fianchetto Farms was approved based on the assumption that water, sewer, and drainage would flow through Payson Farms, located immediately to the north. Without Payson Farms, the Fianchetto Farms developer re-routed water and sewer lines away from Payson Farms, and installed dry wells for drainage.

The financial crisis was the second unexpected thing. Five homes were built in Fianchetto Farms before the financial crisis occurred. The remaining lots in Fianchetto Farms remained undeveloped until this year.

A third unexpected occurrence was the change in development impact fees. In 2011, the Arizona Legislature completely amended the municipal impact fee statute, leading the Town to eliminate transportation impact fees and significantly modify the Town's other development impact fees applicable to the subregion that includes Payson Farms. This affected various developer financial commitments found in the 2005 Fianchetto Farms development agreement.

In August 2016, the current Fianchetto Farms developer began selling lots in Fianchetto pursuant

to an option agreement with DR Horton, who is now building homes in Fianchetto Farms. The current Fianchetto Farms developer, DR Horton, and Town staff agree that terminating the 2005 Fianchetto Farms development agreement is the best way to clear the record. If adopted, the Agreement to Terminate Fianchetto Farms Development Agreement will wipe the slate clean and will treat Fianchetto Farms as if the 2005 development agreement never occurred. All current generally applicable rules, regulations, fees, and requirements for development will apply to Fianchetto Farms.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2016-132, approving and authorizing the Mayor to sign the Agreement to Terminate Fianchetto Farms Development Agreement.

Suggested Motion:

I move to adopt Resolution No. 2016-132, approving and authorizing the Mayor to sign the Agreement to Terminate Fianchetto Farms Development Agreement.

Attachments

Resolution 2016-132 Approving the Fianchetto DA Termination

ExhA to Reso Fianchetto DA termination

MARANA RESOLUTION NO. 2016-132

RELATING TO DEVELOPMENT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TO TERMINATE FIANCHETTO FARMS DEVELOPMENT AGREEMENT

WHEREAS the Town entered into the Fianchetto Farms Development Agreement (the "Original DA"), recorded in the office of the Recorder of Pima County, Arizona, on August 25, 2005, at Docket 12624, Page 2871 (Sequence 20051650918); and

WHEREAS the land subject to the Original DA was the Fianchetto Farms development project, being the property more specifically described as Fianchetto Farms Lots 1-114, recorded in the office of the Pima County Recorder on March 10, 2006, at Book 60 of Maps and Plats, Page 97 (Sequence 20060470609) (the "Fianchetto Subdivision"); and

WHEREAS certain financial obligations under the Original DA that would otherwise appear to remain as obligations of the owners of the remaining undeveloped lots of Fianchetto Subdivision have been mooted as a result of planned infrastructure not being installed as contemplated under the Original DA; and

WHEREAS the Town and the owners of the remaining undeveloped lots of Fianchetto Subdivision desire to clear the record of certain financial commitments under the Original DA, and to replace them with the normal financial obligations that would otherwise exist for development within the Town if the Original DA did not exist; and

WHEREAS the Mayor and Council find the Agreement to Terminate Fianchetto Farms Development Agreement to be in the best interest of the Town and its citizens.

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

SECTION l. The Town hereby approves and authorizes the Mayor to execute the Agreement to Terminate Fianchetto Farms Development Agreement in the form attached to this resolution as Exhibit A, for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AGREEMENT TO TERMINATE FIANCHETTO FARMS DEVELOPMENT AGREEMENT

TOWN OF MARANA, ARIZONA

THIS AGREEMENT TO TERMINATE FIANCHETTO FARMS DEVELOPMENT AGREEMENT (this "Termination Agreement") is made by and among the TOWN OF MARANA (the "Town"), an Arizona municipal corporation; FIANCHETTO FARMS, L.L.C. ("Developer"), an Arizona limited liability company; LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C. an Arizona limited liability company ("Trustee"), as Trustee under Trust No. 18363-T and not otherwise; and D.R. HORTON, INC. ("Horton"), a Delaware corporation. Developer, Trustee, and Horton are sometimes collectively referred to as the "Owners." The Town and the Owners are collectively referred to in this Agreement as the "Parties," any of which is sometimes individually referred to as a "Party."

RECITALS

A. This Termination Agreement addresses the termination of the Fianchetto Farms Development Agreement (the "Original DA"), recorded in the office of the Recorder of Pima County, Arizona, on August 25, 2005, at Docket 12624, Page 2871 (Sequence 20051650918).

B. The land subject to the Original DA was the Fianchetto Farms development project, being the property more specifically described as Fianchetto Farms Lots 1-114, recorded in the office of the Pima County Recorder on March 10, 2006, at Book 60 of Maps and Plats, Page 97 (Sequence 20060470609) (the "Fianchetto Subdivision").

C. By operation of paragraph 9.9.2 ("Termination upon sale to end purchaser or user") of the Original DA, the Original DA has already been terminated with respect to Lots 62, 63, 64, 65, and 70 of the Fianchetto Subdivision.

D. Together, the Owners own the "Subject Property," which is the entire portion of the Fianchetto Subdivision still subject to the Original DA.

E. Certain financial obligations under the Original DA that would otherwise appear to remain as obligations of the Owners have been mooted as a result of planned infrastructure not being installed as contemplated under the Original DA.

F. The Parties desire to clear the record of certain financial commitments under the Original DA, and to replace them with the normal financial obligations that would otherwise exist for development within the Town if the Original DA did not exist.

G. The Original DA as amended by this Termination Agreement is consistent with the Town's general plan and with the zoning conditions and entitlements applicable to the Subject Property on the date this Termination Agreement is executed.

AGREEMENT

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

1. Termination of Original DA. The Original DA is terminated as of the Effective Date of this Termination Agreement.

2. Compliance with Town regulations applicable to the Subject Property. The Owners shall comply with all Town regulations applicable to the Subject Property, including without limitation any zoning ordinances and regulations and Fianchetto Subdivision plat conditions (all as they may have been and may be amended from time to time) that may apply to the Subject Property at the time of its development.

3. Payment of fees applicable to the Subject Property. The Owners shall pay all Town fees applicable to the Subject Property and its development, and shall be entitled to all credits against such fees, as if the Original DA never existed, which fees and credits are the same as the fees currently being charged and credits currently being allowed with respect to the construction of homes within the Subject Property.

4. Cooperation for conversion of water rights. Two separate historic irrigation grandfathered groundwater rights are associated with the Subject Property: 58-101965.0003 and 58-101956.0005. The Owners shall cooperate in good faith with the Town in converting all irrigation water rights for the Fianchetto Subdivision to and for the benefit of the Town. By way of inclusion and not limitation, this shall include the following:

4.1. Not later than December 31, 2016, the Owners shall file with the Arizona Department of Water Resources appropriate documentation necessary to extinguish irrigation water right 58-101956.0003 of the Subject Property and to transfer extinguishment credits associated with the extinguishment to the Town.

4.2. Not later than December 31, 2017, the Owners shall file with the Arizona Department of Water Resources appropriate documentation necessary to extinguish irrigation water right 58-101956.0005 of the Subject Property and to transfer extinguishment credits associated with the extinguishment to the Town.

5. Cancelation of water delivery infrastructure contribution. The Owners are relieved of the financial obligations under paragraph 2.6 of the Original DA, which identifies water delivery infrastructure that was anticipated to serve the Fianchetto Subdivision when the Original DA was entered into. The Parties acknowledge that the water delivery infrastructure identified in paragraph 2.6 of the Original DA did not in fact become connected to or serve the Fianchetto Subdivision.

6. Acknowledgment of completion of potable water infrastructure serving the Fianchetto Subdivision. The Parties acknowledge that all potable water infrastructure needed to serve the Fianchetto Subdivision has been constructed, is in place, and has been turned over to the Town's Water Department from ownership and operation.

7. Effective date. This Termination Agreement shall become effective upon its execution by all of the Parties and the effective date of the Town Council resolution approving this Termination Agreement; specifically, the 31st day after the Mayor's signature date below (the "Effective Date").

8. Counterparts. This Termination 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.

9. Interpretation. This Termination Agreement has been negotiated by the Town and the Owners, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Termination Agreement for or against any Party.

10. Recordation. The Town shall record this Termination Agreement in the office of the Pima County Recorder after it has been executed by the Parties.

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

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

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 "OWNERS":

FIANCHETTO FARMS, L.L.C., an Arizona limited liability company

By: FIANCHETTO MANAGEMENT, L.L.C., an Arizona limited liability company, its Manager

By: SAUNDERS & AMOS MANAGEMENT, INC., an Arizona corporation, its Manager

By: _____
Kirk L. Saunders, President

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C. an Arizona limited liability company, as Trustee under Trust No. 18363-T and not otherwise

By: _____

Its: _____

D.R. HORTON, INC., a Delaware corporation

By: _____

Its: Vice President

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on 11/14, 2016, by Kirk L. Saunders, President of SAUNDERS & AMOS MANAGEMENT, INC., an Arizona corporation, Manager of FIANCHETTO MANAGEMENT, L.L.C., an Arizona limited liability company, Manager of FIANCHETTO FARMS, L.L.C., an Arizona limited liability company, on its behalf.

(Seal)

KOLBY CHRISTINE KOUTS
Notary Public, State of Arizona
Pima County
My Commission Expires
October 14, 2019

_____
Notary Public

STATE OF ARIZONA)
ss
County of Pima)

The foregoing instrument was acknowledged before me on November 8, 2016, by Joyce M Boddy, the Trust Officer of LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, L.L.C. an Arizona limited liability company, as Trustee under Trust No. 18363-T and not otherwise.

(Seal)

NOTARY PUBLIC
STATE OF ARIZONA
Pima County
RACHEL L. TURNIPSEED
My Commission Expires July 02, 2020

_____
Notary Public

STATE OF ARIZONA)
ss
County of PIMA)

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER, 2016, by BRENT DAVIS, the DIVISION VICE PRES. of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation.

(Seal)

_____
Notary Public

Roberta A Murray
Notary Public - Arizona
Pima County
My Commission Expires
April 11, 2018

Council-Regular Meeting **A3**

Meeting Date: 12/06/2016

To: Mayor and Council

Submitted For: John Kmiec, Utilities Director

From: Frank Cassidy, Town Attorney

Date: December 6, 2016

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2016-133: Relating to Utilities; approving and authorizing the Mayor to sign an Amended and Restated Intergovernmental Agreement between the City of Tucson and the Town of Marana regarding Tucson Water service within the town limits of Marana (John Kmiec)

Discussion:

Since 2000, Tucson Water has extended new water service within the Marana town limits but outside contracted Tucson Water service areas under the terms of a 2000 IGA that was retroactively extended in 2010. The term of the retroactively extended IGA lapsed in December 2012. If approved, the amended and restated IGA proposed by this agenda item will true-up water resource and financial obligations between Tucson and Marana relating to Tucson Water's service to new connections in Marana, and will again put in place an IGA addressing new Tucson Water service connections in Marana.

Included with the backup materials for this item is a water service area map showing the geographic areas where service will be available under the amended and restated IGA. The map identifies:

- Tucson Water contracted service areas (yellow cross-hatched areas), which are unaffected by the amended and restated IGA -- Tucson Water will continue to serve there in accordance with the respective water service contracts
- Areas already served by Tucson Water (dark blue areas), where Marana provides water credits for service connections since 2000 and new service connections will be governed by the amended and restated IGA
- Tucson Water Future Service areas (light blue areas), where new service connections will be

made so long as they are consistent with Tucson's Water Service Area Policy, and governed by the amended and restated IGA

Areas in the town that do not meet Tucson's Water Service Area Policy but that would be more easily reached by Tucson Water pipes than Marana pipes can potentially be served pursuant to a future wheeling agreement between Tucson and Marana. The amended and restated IGA mentions but does not address wheeling agreements, which will be brought forward individually as future water service needs arise.

As has been the case since 2000, the amended and restated IGA requires the town to transfer water or water credits to Tucson for water used by Tucson Water connections in the town limits. Now that both entities have fees and rates that cover water resources, the amended and restated IGA now takes those fees and rates into account.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	Unknown

Costs associated with this amended agreement, if approved, will be partially offset by credits received from the City of Tucson. It is extremely problematic to calculate a net impact due to the complexity of calculations. Any net cost impact would be absorbed within the Water department's budget.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-133, approving and authorizing the Mayor to sign the amended and restated Tucson/Marana IGA regarding Tucson Water service within the town limits of Marana.

Suggested Motion:

I move to adopt Resolution 2016-133, approving and authorizing the Mayor to sign the amended and restated Tucson/Marana IGA regarding Tucson Water service within the town limits of Marana.

Attachments

Resolution 2016-133 Approving the 2016 Tucson Water Service Extension IGA

ExhA to Reso_Tucson Water IGA

Map Water Service

MARANA RESOLUTION NO. 2016-133

RELATING TO UTILITIES; APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA REGARDING TUCSON WATER SERVICE WITHIN THE TOWN LIMITS OF MARANA

WHEREAS the City of Tucson and the Town of Marana entered into an "AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA REGARDING TUCSON WATER SERVICE AREA WITHIN THE MARANA TOWN BOUNDARIES" dated December 5, 2000 (the "2000 Water Service IGA"); and

WHEREAS Tucson and Marana entered into an "AMENDMENT TO AND EXTENSION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA REGARDING TUCSON WATER SERVICE AREA WITHIN THE TOWN LIMITS OF THE TOWN OF MARANA" dated May 18, 2010 (the "2010 Water Service IGA Amendment"); and

WHEREAS, among other things, the 2000 Water Service IGA as amended by the 2010 Water Service IGA Amendment set forth the terms for Tucson to provide new water service within the Marana town limits but outside contracted Tucson Water service areas; and

WHEREAS the 2000 Water Service IGA as amended by the 2010 Water Service IGA Amendment terminated on December 13, 2012, but Tucson and Marana have been operating under the good faith assumption that they would enter into a retroactive extension addressing Tucson's continued provision of water service in Marana; and

WHEREAS the "Amended and Restated Intergovernmental Agreement between the City of Tucson and the Town of Marana regarding Tucson Water service within the town limits of Marana" presented for approval supersedes and takes the place of the 2000 Water Service IGA as amended by the 2010 Water Service IGA Amendment, and trues-up water credits and other obligations for the period no Tucson/Marana water service agreement was in effect; and

WHEREAS the Town Council finds that the proposed extension is in the best interests of the Town and its residents and landowners.

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

SECTION 1. The "Amended and Restated Intergovernmental Agreement between the City of Tucson and the Town of Marana regarding Tucson Water service within the town limits of Marana" attached as Exhibit A to and incorporated by this reference in this resolution is hereby approved, and the Mayor is hereby authorized to sign 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.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA REGARDING TUCSON WATER SERVICE WITHIN THE TOWN LIMITS OF MARANA

This intergovernmental agreement ("this IGA") is entered into by and between the CITY OF TUCSON ("Tucson"), an Arizona municipal corporation, and the TOWN OF MARANA ("Marana"), an Arizona municipal corporation. Tucson and Marana are sometimes collectively referred to as the "Parties" and each individually referred to as a "Party."

Section I. Recitals

The following recitals represent the Parties' general principles of agreement, which are incorporated in the specific covenants that follow.

1.1 Tucson and Marana entered into an "AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA REGARDING TUCSON WATER SERVICE AREA WITHIN THE MARANA TOWN BOUNDARIES" dated December 5, 2000 and recorded in the office of the Recorder of Pima County, Arizona, on December 13, 2000 at Docket 11444 Page 1792, Sequence 20002400529 (the "2000 Water Service IGA").

1.2 Tucson and Marana entered into an "AMENDMENT TO AND EXTENSION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE TOWN OF MARANA REGARDING TUCSON WATER SERVICE AREA WITHIN THE TOWN LIMITS OF THE TOWN OF MARANA" dated May 18, 2010 and recorded in the office of the Recorder of Pima County, Arizona, on May 21, 2010 at Docket 13814 Page 4119, Sequence 20100980943 (the "2010 Water Service IGA Amendment").

1.3 On August 4, 2010, Tucson adopted a Water Service Area Policy, which established a water service boundary for Tucson Water. On July 9, 2013, Tucson approved nine refinements to the Policy. The policy limits Tucson Water's approval of new services outside its legally-contracted areas in unincorporated Pima County to parcels of less than 20 (residential) or 50 (commercial) net developable acres in size, which are surrounded on three (3) sides by parcels with Tucson Water service. By this IGA, the Parties intend for these rules also to apply, on a consistent basis, within the Town of Marana, in conformance with the water resource obligations embodied in the above agreements. Tucson will notify Marana of any proposed changes to the Policy and this IGA will be subject to amendment pursuant to any approved changes to the Policy.

1.4 The Parties desire to amend, restate, and extend the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment.

1.5 Tucson and Marana are empowered by A.R.S. Title 11, Chapter 7, Article 3 to enter into this IGA.

1.6 Marana owns and operates a water utility within and outside Marana's town boundaries.

1.7 Tucson is authorized by the Tucson Charter, Chapter IV, Section 1(7) "...to establish, maintain, equip, own and operate, works and appliances within and without city for supplying Tucson and its inhabitants also persons, firms and corporations outside Tucson, including other municipal corporations, with water...."

1.8 Tucson owns and operates a water utility within and outside the city limits of Tucson, and provides water service to certain customers within Marana's town limits, and has for all relevant times been charging its customers, including those within Marana's town limits, fee and rate elements associated with the cost to acquire renewable water resources.

1.9 When the Parties entered into the 2000 Water Service IGA, Tucson was legally obligated to serve customers within the town limits of Marana who were then-existing Tucson Water customers and those located within the Continental Ranch Service Area, the Dove Mountain Service Area, and the Thornydale Plaza Service Area.

1.10 Since the 2000 Water Service IGA, Tucson has entered into additional water service agreements in connection with the reimbursement of Tucson's costs for construction and operation of its water infrastructure in the vicinity of Thornydale and Tangerine Roads (T2 Service Area). As a result, Tucson is now also legally obligated to serve portions of the T2 Service Area.

1.11 For various reasons, the Parties were unable to timely provide certain water usage and mapping data required under the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment; the Parties now desire to confirm, agree upon, and use the Water Service Area Map and the MT Meter Data to track Marana's water resource obligations to Tucson pursuant to the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, and as further amended and clarified by this IGA.

1.12 The 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, terminated on December 13, 2012; the Parties have been operating under the good faith assumption that the Parties would enter into a retroactive extension addressing Tucson's continued provision of water service in Marana—an assumption now implemented by this IGA.

1.13 Although this IGA is for a set term of years, the Parties intend for water connection and water resource obligations undertaken by the Parties pursuant to this IGA to be permanent, unless later modified by mutual agreement of the Parties.

1.14 The Parties desire to establish a framework for determining costs associated with the relocation of Tucson-owned water infrastructure in connection with Marana public works projects.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this IGA, the Parties covenant and agree as follows:

Section II. Statement of purpose

This IGA is intended to create, set forth, and define the relationships between Marana and Tucson regarding the extent and terms of Tucson's provision of water service within the town limits of Marana.

Section III. Definitions

Notwithstanding any similarities as may appear when compared to the definitions in the 1980 Groundwater Management Act or elsewhere in Arizona Revised Statutes Title 45, or any other statute, the following words and phrases shall have the following defined meanings for the purpose of this IGA:

3.1 2000 Water Service IGA. See paragraph 1.1 above.

3.2 2010 Water Service IGA Amendment. See paragraph 1.2 above.

3.3 2010 Water Credit Transfer. Marana's 2010 transfer of 1,043.3 acre-feet of Central Arizona Project long-term storage credits to Tucson, consisting of an April 1, 2010 transfer of 414.8 acre-feet and a June 8, 2010 transfer of 628.5 acre-feet, pursuant to ADWR Long-Term Storage Credit Transfer Forms by the Parties and received by the ADWR Water Management Section.

3.4 ADWR. Arizona Department of Water Resources.

3.5 Default. An act or omission by a Party that violates this IGA.

3.6 Directors. The Directors of the City of Tucson or Town of Marana Water Departments.

3.7 MT Meter Data. The meter data and shapefile (or other data formats, as agreed by the Directors) of all water customers and associated water delivery information within the town limits of Marana, for whom Marana is obligated to provide water resources pursuant to the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, as further amended and clarified by this IGA.

3.8 MT Customer. A Customer for whom Marana is obligated to provide water resources pursuant to the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, as further amended and clarified by this IGA.

3.9 Marana Service Area. The Marana Service Area shall include all areas within the Marana town limits less the Tucson Contracted Service Areas, areas where Marana and Tucson mutually agree Tucson will serve, and areas served by other water providers.

3.10 Potential Wheeling Areas. Areas within the Marana town limits that may be identified by both Parties as having the potential to be served by Marana with one or more water interconnects to Tucson's water system with terms to be defined by the Parties.

3.11 This IGA. This Amended and Restated Intergovernmental Agreement between the City of Tucson and the Town of Marana regarding Tucson water service within the Town Limits of Marana.

3.12 Tucson Contracted Service Area. That portion within the Marana town limits served by Tucson, including the Continental Ranch area, the Dove Mountain area, the T2 Contractual Service area, all areas where Tucson is obligated to provide water service and resources as a result of a written service commitment acknowledged by Tucson Water that, in many cases, predates Marana annexations. Marana has no obligation to provide resources in these areas.

3.13 Tucson Non-Contracted Service Area. That portion within the Marana Town limits where Tucson provides water service for which Marana has certain obligations to Tucson under this IGA. This area includes MT Meter Data customers and the land area within the Marana town limits where Tucson Water's existing potable water system would be capable of providing service pursuant to the Tucson Service Area Policy, upon confirmation by the Town of Marana that those connections are subject to transfer of water or water credits per section IV.

3.14 Tucson's Water Service Area Map. The map reflecting Tucson Water's Contracted, and Non-Contracted areas, attached as Exhibit A, and incorporated by this reference in this IGA. As with all maps referenced in this Agreement, the parties recognize that maps are large-scale representations and may not be accurate to the parcel level.

Section IV. Marana's transfer of water or water credits

4.1 General. Marana shall transfer water or water credits to Tucson in amounts set forth in this Section. The water or water credits shall be of a type mutually acceptable to the Directors. The transfer to satisfy Marana's water resource obligations for calendar years 2010 through 2015 (see paragraph 4.3 below) shall be completed no later than 60 days after the execution of this IGA. Transfers to satisfy Marana's water resource obligations for calendar years 2016 and later shall occur on the later of:

4.1.1 August 1 of the following year, or

4.1.2 Sixty days after Tucson Water delivers to the Marana Water Department the MT Meter Data containing the applicable year's water consumption data (see paragraph 6.3 below)

4.2 Water resource obligations before 2010. The Parties acknowledge and agree that the 2010 Water Credit Transfer satisfied Marana's water resource obligations to Tucson under the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, for the period ending December 31, 2009.

4.3 Water resource obligations for 2010 through 2015. The Parties acknowledge and agree that Marana's water resource obligations to Tucson under the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, and as amended and restated by this IGA, are correctly set forth through the MT Meter Data for calendar years 2010 through 2015; specifically:

Calendar year	Acre-feet	Total Duplicate Water Resource Fees Collected After August 1, 2014, for Refund to Applicant (see Section VIII.1)
2010	308.82	N/A
2011	327.57	N/A
2012	305.23	N/A
2013	337.48	N/A
2014	358.89	$7,900
2015	350.16	$18,800
2016	TBD	$6,200
TOTAL	1,988.15	$32,900

Section V. Tucson's Water Service Area Map

5.1 Adopted. The Parties hereby adopt and confirm the accuracy of the Water Service Area Map as a representation of Tucson Water's provision of service within the Town of Marana.

5.2 Modifications. Modifications of the Water Service Area Map that do not expand the Prospective Tucson Water Service Area may be made by mutual written agreement of the Directors. Any modification that expands the Prospective Tucson Water Service Area shall be effective only upon amendment of this IGA approved by the Tucson City Council and the Marana Town Council.

5.3 Data Sharing. Parties shall provide copies of all files necessary to produce an updated map upon any modification to the Water Service Area Map.

Section VI. MT Meter Data

6.1 Adopted. The Parties hereby adopt and confirm the accuracy of the MT Meter Data for calendar years 2010 through 2015, prepared by Tucson Water staff and checked for accuracy by Marana Water Department staff.

6.2 Maintenance and update. Tucson Water staff shall maintain and update the MT Meter Data tracking water usage of all customers for whom Marana is obligated to provide water resources pursuant to the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, as further amended and clarified by this IGA.

6.3 MT Meter Data Delivery to Marana. Before March 31st of each calendar year, Tucson shall send to the Marana Water Department the MT Meter Data updated with the prior calendar year's water consumption data.

6.4 Corrections. Marana shall promptly notify Tucson in writing of any apparent errors or corrections to the MT Meter Data, and the Parties shall promptly collaborate on an agreement to reflect an accurate representation of MT Meter Data.

Section VII. Water Service Scenarios

7.1 New customer inside the Town limits in the existing Marana Water service area. Customer applies for service from Marana Water and would become a Marana Water customer. Tucson is not involved.

7.2 New customer inside the Town limits in the Tucson Contracted Service Area. Customer applies for service to Tucson Water and would become a Tucson Water customer; Marana is not involved.

7.3 New customer inside the Town limits in the Prospective Tucson Water Service Area, but outside the Contracted Service area, (those areas listed as blue and light blue on Tucson's Water Service Area Map. The following shall be required:

7.3.1 Customer applies for service from the Town of Marana. If Marana makes a good-faith determination that the customer may be eligible for service as an MT Customer, Marana will forward a conditional approval to Tucson Water staff before issuing a final approval to the MT Customer. If Tucson Water determines that it is able to provide service under the governing principles of the then-current Tucson Water Service Policy, Tucson will forward its approval to Marana. The customer becomes a Tucson Water customer and pays Tucson's infrastructure fees, and monthly commodity and service rates and charges, but does not pay the Tucson CAP Water Resource fee or any other Tucson Water resource fee or charge.

7.3.2 Marana Water charges and collects from customer the "Water Resources Development Fee" it has established for water resources; and

7.3.3 Marana Water transfers water or water credits pursuant to Section IV and is reimbursed renewable resource rates by Tucson Water pursuant to Section VIII, governing MT customers.

7.4 New customer inside the Town limits and outside the Prospective Tucson Water Service Area and Marana's Service Area. Tucson and Marana may adopt an IGA that any such new customers may be located within a Potential Wheeling Area and define the terms and conditions of service for any Potential Wheeling Area

7.5 Any existing Tucson Water customers that are annexed in to the Town of Marana shall remain Tucson Water customers. Marana Water will not collect any fees or have any obligation to provide water resources for these services;

Section VIII. Water resource fees and rates

8.1 Refund of water resource fees collected by Tucson Water. Tucson shall provide an accounting of all water resource fees it has collected since August 1, 2014, from all Tucson Water customers located in the Marana town limits for whom Marana is obligated to provide water resources pursuant to the 2000 Water Service IGA, as amended by the 2010 Water Service IGA Amendment, as further amended and clarified by this IGA. Within 90 days after completion of the accounting, Tucson shall issue refunds of Tucson fees to all original applicants who paid both Tucson fees and Marana fees and provide a list of such payments to Marana.

8.2 Collection of water resource development fee. After August 1, 2014, Tucson shall not collect any water resource fees to establish service in the Tucson Non-Contracted Service Area. Marana shall collect all water resource fees for service establishment in the Tucson Non-Contracted Service Area.

8.3 Marana water resource rate. After the effective date of this Agreement, in lieu of charging the adopted Marana "Groundwater Resource Acquisition Fee" on monthly bills, Tucson Water will refund to Marana, at no cost, the monies equal to the Marana "Groundwater Resources Acquisition Fee," currently $0.48 per 1000 gallons for all services identified in the MT Meter Data. Tucson shall transfer funds on the same schedule as Marana transfers water or water credits pursuant to Section IV of This IGA.

8.4 Good faith negotiation. Tucson and Marana agree to negotiate in good faith regarding the use of each party's recharge, treatment, and distribution infrastructure improvements as might prove necessary to deliver water to the MT customers and to satisfy the water resources obligations established in this agreement, and to allocate appropriate credit for water resources and infrastructure fees collected by the parties.

Section IX. Effect of prior agreements

This IGA supersedes and takes the place of the 2000 Water Service IGA and the 2010 Water Service IGA Amendment.

Section X. Water facilities relocation costs

10.1 Coordination. The Parties shall coordinate their respective public works projects within the town limits of Marana to minimize costs of relocating their respective water facilities.

10.2 Cost sharing. The Parties shall equally split all costs associated with relocating their respective water facilities when the relocation is made necessary by a public works project undertaken by or on behalf of either Party.

Section XI. Miscellaneous and general provisions

11.1 Force majeure. If any Party is rendered unable, wholly or in part, by force majeure reasons to carry out its obligations under this IGA, the obligations of both Marana and Tucson so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period; and such cause shall be so far as possible remedied with the best efforts of the disabled Party and with all reasonable dispatch. The term "force majeure" as employed in this IGA shall mean acts of God, strikes, lockouts or other industrial or labor disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, unavoidable interruptions in electric power to drive pumps, interruptions by government not due to the fault of the Parties, including injunctions, civil disturbances, explosions, well collapses, breakage or accident to machinery or transmission facilities, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties. Nothing in this paragraph shall be construed as requiring either Party to settle a strike or labor dispute against its will or as prohibiting either Party at its own expense from using whatever self-help remedies may be available to it.

11.2 Alternative dispute resolution. The following non-binding alternative dispute resolution process shall be followed for any dispute arising under this IGA:

11.2.1 Tucson and Marana shall meet and confer about any controversy or claim arising out of or related to this IGA, or Default under this IGA, in an attempt to resolve the matter. If the matter that cannot be resolved by Tucson and Marana, each shall appoint one arbitrator to a three party panel of arbitrators which will decide the dispute. The appointment of the two arbitrators will occur within 30 days of the meeting referred to above.

11.2.2 Arbitrators appointed to the arbitration panel shall be skilled and experienced in the field or fields pertaining to the dispute. The two selected arbitrators shall meet within 30 days of the later of the two arbitrators' appointment, and at their first meeting they shall appoint a third neutral

arbitrator to complete the arbitration panel. The third arbitrator shall act as a chairperson of the arbitration panel and shall direct the arbitration proceedings.

11.2.3 The arbitration process shall be limited to the matter submitted by Tucson or Marana. The arbitration panel shall not rewrite, amend, or modify this IGA or any other agreement between the Parties or to which either of the Parties is a party.

11.2.4 There shall be no discovery beyond the information and documents made available during the informal meet and confer process provided for in this section and the exchange of information or documentation provided for in this IGA.

11.2.5 No formal evidentiary hearing shall be provided unless one is requested by either Tucson or Marana in writing no later than the conclusion of the meeting where the neutral arbitrator is appointed. If no hearing has been requested, the arbitration panel will meet as deemed necessary by the panel and shall, in a manner it deems appropriate, receive evidence, receive argument or written briefs from Tucson and Marana, and otherwise gather whatever information is deemed helpful by the panel. The arbitration process to be followed shall be informal in nature, and Tucson and Marana shall not be entitled to trial-type proceedings under, for example, formal rules of evidence.

11.2.6 If Tucson or Marana requests a hearing, the arbitration panel shall meet to receive evidence and receive arguments and written briefs from Tucson and Marana as follows:

11.2.6.1 The arbitration panel shall, within five days of the appointment of the neutral arbitrator, schedule a date for a hearing, which shall be held within 60 days of the appointment of the neutral arbitrator.

11.2.6.2 Within ten days of the appointment of the neutral arbitrator, Tucson and Marana shall each submit a brief of no longer than 15 pages setting forth its case. The brief shall include discussion of all issues relevant to the Party's case. Each Party shall, as an attachment to its brief, include declarations of not more than two experts and any relevant factual witness. Declarations of expert witnesses must include all opinions to be elicited upon direct testimony and a complete explanation of the basis of these opinions. Disputes with respect to the sufficiency of declarations or the appropriateness of the testimony shall be resolved by the witnesses available for cross-examination at the time of the arbitration hearing. Factual witnesses for which a declaration is prepared shall be made available for cross-examination at the time of the arbitration hearing only if requested by the other Party.

11.2.6.3 Each Party shall have the opportunity, within five days of the close of hearing, to submit a closing brief not to exceed ten pages. The closing brief shall be argument with no additional factual evidence to be submitted.

11.2.6.4 Factual witnesses shall not be permitted to give testimony under direct examination.

11.2.6.5 Each Party shall have a maximum of four hours to present its case in total. This time shall include opening and closing statements, direct presentation and any cross-examination of the other party's witnesses. Each Party shall have the right to reserve part of its time to present up to one hour of rebuttal testimony.

11.2.6.6 The matter shall be deemed submitted at the submission of closing briefs.

11.2.6.7 The panel of arbitrators shall render its final decision in the dispute within 60 days after the date of naming the third arbitrator. If the arbitrators disagree as to the determination, any two of the three arbitrators may join to form a majority and the decision of those two arbitrators will be final for the panel. The panel will issue a written decision.

11.2.7 If a Party declines to accept the decision of the arbitration panel, it may initiate an action in the appropriate court within 60 days of the issuance of the panel's written decision to obtain a judicial determination of the underlying dispute. If an action is not filed within 60 days of the panel's decision, the decision of the panel shall be deemed to be final and not subject to judicial review. The decision of the panel and record of the arbitration shall not be privileged and may be submitted as part of the record by either Party in support of its case.

11.2.8 All costs incurred by the arbitration panel shall be shared equally by Tucson and Marana, and the expenses of the arbitration panel shall be paid expeditiously.

11.2.9 A Party shall not be considered in Default for an issue being addressed in the alternative dispute resolution process or appropriate judicial proceeding until a final decision has been rendered.

11.3 Information exchange. Upon reasonable request, Tucson and Marana will provide to each other all necessary information and documentation required for purposes of this IGA, to the extent the information and documentation is reasonably in its possession. The requesting Party will reimburse the other Party for all costs of providing the information and documentation, including staff time and reproduction costs.

11.4 Attorneys' fees. In the event of any litigation between the Parties to enforce any provision of this IGA or any right of either Party under this IGA, the unsuccessful Party agrees to pay to the successful Party all reasonable costs and expenses, including reasonable attorneys' fees, incurred in the litigation by the successful Party, all of which shall be included in and as part of the judgment rendered in the proceeding.

11.5 Assignment of this IGA. No Party shall have the right to assign this IGA or any interest in this IGA except to their respective successors. This IGA shall be binding on the successors of the Parties.

11.6 Notices. All notices shall be in writing and together with other mailings pertaining to this IGA shall be made to:

FOR MARANA:

Town Manager
Town of Marana
11555 West Civic Center Drive, Bldg. A
Marana, Arizona 85653

FOR TUCSON:

Director
Tucson Water
P.O. Box 27210
Tucson, AZ 85726

WITH COPIES TO:

Marana Water Director
Town of Marana
5100 West Ina Road
Tucson, Arizona 85743

WITH COPY TO:

City Attorney
City of Tucson
P.O. Box 27210
Tucson, AZ 85726

Marana Town Attorney & Marana Town Engineer
Town of Marana
11555 West Civic Center Drive, Bldg. A
Marana, Arizona 85653

or as otherwise specified from time to time by each Party

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

11.8 Amendment. This IGA shall not be amended except by written instrument mutually agreed upon and executed by the Parties.

11.9 Entire IGA. This IGA, its exhibits, and its recitals constitutes the entire agreement between the Parties regarding the subject matter of this IGA, and supersedes all prior oral and written agreements of the Parties regarding the subject matter of this

IGA. All warranties and guarantees and representations shall survive during the life of this IGA.

11.10 Construction and interpretation. All provisions of this IGA shall be construed to be consistent with the intention of the Parties expressed in the recitals of this IGA.

11.11 Term. The term of this IGA shall be ten years from the Effective Date, and shall be automatically renewed for successive five-year periods unless a Party gives the other Party notice of termination at least six months before the end of a respective term.

11.12 Authority. Marana represents and warrants that it has legal authority and capacity to enter into this IGA upon the terms and conditions provided within this IGA, and has properly and legally authorized and executed this IGA. Tucson represents and warrants that it has the legal authority and capacity to enter into this IGA upon the terms and conditions provided within this IGA, and has properly and legally authorized and executed this IGA.

11.13 Legal jurisdiction. Nothing in this IGA shall be considered as either limiting or extending the legal jurisdiction of either Marana or Tucson.

11.14 Non-severability. If any provision of this IGA is held by a court of law to be in violation in whole or in part of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and to be illegal, invalid or unenforceable as written, then the Parties shall make good faith efforts to modify the provision to the minimum extent necessary to make it or its application valid and enforceable; however, if the Parties are unable to agree to modify the provision to the extent necessary to make it or its application valid and enforceable, this entire IGA shall be of no force and effect.

11.15 Effective date. This IGA shall be effective upon filing of the original executed IGA with the office of the Pima County Recorder.

[Remainder of this page left intentionally blank. Signatures on following page]

IN WITNESS WHEREOF, each of the Parties has executed this IGA as of the signature date below.

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

ATTORNEY CERTIFICATION

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

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

Tucson Water / Town of Marana Potable Water Service Areas

PINAL COUNTY

Tortolita Mountain Park

TMP

Dove Mountain Contractual Area

Tortolita Preserve

TORTOLITA WATER CO

TORTOLITA WELLS CO-OP

T2 Contractual Areas

LYN-LEE WATER CO

MARANA RD

MARANA

MOORE RD

Santa Cruz River

CAP

SANDERS RD

SILVERBELL RD

TANGERINE RD

TWIN PEAKS RD

THORNYDALE RD

AIRPORT

AVRA VALLEY RD

Santa Cruz River

FALSTAFF FLATS

Peppertree Ranch Contractual Area

AIRLINE/ LAMBERT

LA PUERTA

HARTMAN VISTAS

LINDA VISTA BL

ORO VALLEY

PALO VERDE

TWIN PEAKS RD

"BOW-TIE"

PICTURE ROCKS

Santa Cruz River

ORO VALLEY

CORTARO FARMS RD

MAGEE RD

OSHRIN

Thornydale Plaza Service Area

LA TIERRA LINDA

INA RD

INA RD

MDWID

PICTURE ROCKS

Saguaro National Park

SILVERBELL RD

Santa Cruz River

SUNSET RD

TUCSON

TUCSON

0 0.5 1 2

Miles

- Served by Tucson Water
- Tucson Water Future Service
- Served by Town of Marana
- Town of Marana Intended Service Area
- Other Water Provider
- Tucson Water Contractual Area (MA)
- Town of Marana
- Park/Preserved Land
- CAP Aqueduct
- Major Road
- Major Wash

11/7/2016

Council-Regular Meeting **A4**

Meeting Date: 12/06/2016

To: Mayor and Council

Submitted For: Cynthia Nemeth-Briehn, Parks & Recreation Director

From: Frank Cassidy, Town Attorney

Date: December 6, 2016

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Principle Statement 1 / We will design, build and maintain appropriate high quality recreational amenities to enhance the quality of life for Marana residents and visitors.

Subject: Resolution No. 2016-134: Relating to Development; Amending the infrastructure improvements plan supporting development impact fees for parks and recreation facilities by revising the projects included in the infrastructure improvements plan and shifting the anticipated development impact fee funding among those projects without changing the amount of the fee or the level of service (Frank Cassidy)

Discussion:

The Town's parks and recreation development impact fee was established based on an infrastructure improvements plan adopted by and attached as Exhibit C to Marana Resolution No. 2014-010 dated February 11, 2014. Figure 6 of the 2014 Parks IIP listed the projects and funding projections for the Parks DIF.

If this agenda item is approved, the projects and funding projections for the Parks DIF will be amended to take into consideration new citizen demand for Town parks and recreation facilities, emerging opportunities and development patterns, and newer cost projections. The most notable changes include significantly decreased funding allocations for Barnett Linear Park and Cascada District Park, significantly increased funding for North Marana Soccer Park, and new allocations for six projects -- CAP Canal Trail Improvements, Crossroads Park Play Area Addition, Santa Cruz Shared Use Path, Phase III, Santa Cruz Shared Use Path El Rio to Avra Valley, Tortolita Trail Extension, and Twin Peaks Road Shared Use Path Access.

The 2014 Parks IIP used an incremental expansion method for calculating the Parks DIF -- a standards-based method that established the then-current park service standard by analyzing the value of the then-existing park infrastructure relative to the then-existing level of community development. As explained in the 2014 Parks IIP, this method is more flexible than a plan-based method because the fee is based on the existing level of service instead of the estimated cost of the proposed elements in the capital plan or most recent park master plan. This allows the Town to adjust the projects on the capital plan to meet changing needs without having to also go through the process of recalculating the fees or a master plan update.

The resolution presented for consideration and approval today does exactly as the 2014 Parks IIP predicted. It adjusts the projects, but does not change the overall cost of the projects funded with the Parks DIF and maintains the level of service funded with the Parks DIF.

Staff Recommendation:

Staff recommends adoption of Resolution 2016-134, amending the Parks IIP by revising the projects included in the IIP and shifting the anticipated Parks DIF funding among those projects.

Suggested Motion:

I move to adopt Resolution 2016-134, amending the Parks IIP by revising the projects included in the IIP and shifting the anticipated Parks DIF funding among those projects.

Attachments

Resolution 2016-134 Approving Parks DIF IIP Adjustment

MARANA RESOLUTION NO. 2016-134

RELATING TO DEVELOPMENT; AMENDING THE INFRASTRUCTURE IMPROVEMENTS PLAN SUPPORTING DEVELOPMENT IMPACT FEES FOR AND PARKS AND RECREATION FACILITIES BY REVISING THE PROJECTS INCLUDED IN THE INFRASTRUCTURE IMPROVEMENTS PLAN AND SHIFTING THE ANTICIPATED DEVELOPMENT IMPACT FEE FUNDING AMONG THOSE PROJECTS WITHOUT CHANGING THE AMOUNT OF THE FEE OR THE LEVEL OF SERVICE

WHEREAS the Town is authorized by the Arizona municipal development impact fee enabling statute, A.R.S. § 9-463.05, to assess and collect development impact fees to offset costs to the Town associated with providing necessary public services to a development; and

WHEREAS the Town adopted Marana Ordinance No. 2014.012 to, among other things, revise development impact fees for and parks and recreation facilities to conform to Laws 2011 Chapter 243 (now codified at A.R.S. § 9-463.05); and

WHEREAS the parks and recreation facilities development impact fee adopted by Ordinance No. 2014.012 relied on the parks and recreation infrastructure improvement plan adopted by and attached as Exhibit C to Marana Resolution No. 2014-010 dated February 11, 2014 (the "2014 Parks IIP"); and

WHEREAS the 2014 Parks IIP used an incremental expansion methodology, which "allows the Town to adjust the projects on the capital plan to meet changing needs without having to also go through the process of re-calculating the fees or a master plan update" (2014 Parks IIP, page 2); and

WHEREAS new citizen demand for Town parks and recreation facilities and emerging opportunities make it prudent to revise the projects included in the 2014 Parks IIP and shift the anticipated development impact fee funding among those projects; and

WHEREAS the revisions to the 2014 Parks IIP supporting development impact fees for and parks and recreation facilities will not result in any change in the amount of the parks and recreation development impact fee or the level of service provided to payers of the fee, and therefore fall within the authorization found at A.R.S. § 9-463.05(D)(10), allowing the revisions to be adopted upon 30 days' notice without a public hearing; and

WHEREAS notice of the proposed revisions to the parks and recreation infrastructure improvements plan was published in the Daily Territorial on November 1-4, 2016; and

WHEREAS the Town Council finds this ordinance to be in the best interests of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Marana, Arizona, that Exhibit 6 of the 2014 Parks IIP is hereby amended as follows (with the "Original Allocation" and corresponding projects being those set forth in the 2014 Parks IIP and the "Amended Allocation" and corresponding projects being those funded pursuant to this resolution):

Project	Original Allocation			Amended Allocation		
	FY 2014-18	FY 2019-23	Original 10 yr Total	FY 2014-18	FY 2019-23	Amended 10 yr Total
Barnett Linear Park		2,505,120	2,505,120		200,000	200,000
Cascada District Park		5,700,000	5,700,000		600,000	600,000
Impact Fee Study Update		45,000	45,000		100,000	100,000
North Marana Soccer Park		459,000	459,000		2,750,600	2,750,600
Parks, Recreation, Trails, & Open Space Master Plan Update		180,480	180,480		350,000	350,000
Saguaro Bloom Community Park	3,377,800		3,377,800		3,377,800	3,377,800
Santa Cruz SUP Avra Valley Connection	578,000		578,000	90,000	634,000	724,000
Tangerine Sky Community Park	2,840,000		2,840,000	3,500,000		3,500,000
Tangerine District Park Land Acquisition		900,000	900,000		1,200,000	1,200,000
CAP Canal Trail Improvements					120,000	120,000
Crossroads Park Play Area Addition				100,000		100,000
Santa Cruz Shared Use Path, Phase III				1,400,000		1,400,000
Santa Cruz SUP El Rio to Avra Valley				1,400,000		1,400,000
Tortolita Trail Extension				385,000		385,000
Twin Peaks Rd Shared Use Path Access				78,000		78,000
Adult Softball Field at Ora Mae Harn Park				300,000		300,000
		Total :	16,585,400		Total :	16,585,400

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 6th day of December, 2016.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **A5**

Meeting Date: 12/06/2016

To: Mayor and Council

From: Anthony Hunter, Management Assistant

Date: December 6, 2016

Strategic Plan Focus Area:
Community

Subject: Resolution No. 2016-135: Relating to Intergovernmental Relations; adopting a 2017 Town of Marana legislative program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it (Tony Hunter)

Discussion:

Annually, the Marana Town Council adopts a set of legislative priorities for the upcoming session of the state legislature, known commonly as a "legislative agenda." As the legislative priorities of previous years offer sufficient coverage for the upcoming session, this year's recommended agenda does not include any changes or additions. The passage of this agenda will give guidance to staff and the Town's lobbyists in their efforts to represent the Town's interests at the legislature.

Staff Recommendation:

Staff recommends adoption of the 2017 legislative agenda.

Suggested Motion:

I move to adopt Resolution No. 2016-135, adopting a 2017 Town of Marana legislative program and authorizing and directing those authorized to lobby on behalf of the Town of Marana to represent and pursue it.

Attachments

Resolution 2016-135 Approving the 2017 Legislative Agenda

MARANA RESOLUTION NO. 2016-135

RELATING TO INTERGOVERNMENTAL RELATIONS; ADOPTING A 2017 TOWN OF MARANA LEGISLATIVE PROGRAM AND AUTHORIZING AND DIRECTING THOSE AUTHORIZED TO LOBBY ON BEHALF OF THE TOWN OF MARANA TO REPRESENT AND PURSUE IT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 6th day of December, 2016.

_____
Mayor Ed Honea

ATTEST:

_____
Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Frank Cassidy, Town Attorney

Council-Regular Meeting **D1**

Meeting Date: 12/06/2016

To: Mayor and Council

From: Jamsheed Mehta, Deputy Town Manager

Date: December 6, 2016

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Commerce, Principle 1, We will support commerce and business by being creative and flexible in order to produce innovative solutions that exceed customer expectations

Subject: Relating to Finance; presentation, discussion and possible direction on proposed changes to the Town of Marana comprehensive fee schedule and other various rate and fee adjustments (Jamsheed Mehta)

Discussion:

For many years, the Town of Marana has compiled a Comprehensive Fee Schedule and standardized fees for municipal services across all departments. These fees are traditionally reviewed and adjusted annually to ensure that the Town continues to cover its costs, where appropriate, and that the fees are fair and equitable to its customers.

The Comprehensive Fee Schedule was last approved by Council in May 2016 and was made effective in July 2016. Since that time, staff has identified opportunities to strengthen our interdepartmental teams, consolidate fee categories, and streamline review and approval processes, with the ultimate goal of providing excellent customer service.

This mid-year fee adjustment reduces the total number of listed fees in the schedule from 535 to 350; a 35% reduction. The number of listed fees associated with development (planning, engineering, and building) is reduced by 51%. Most of the reduction is achieved by consolidating several fees into fewer, broadly described categories, making it easier for the Town's customers to navigate the detailed schedule of fees. Additionally, the proposed fee structure conforms to the Town's initiative to simplify multi-departmental reviews and approval processes. The fee

schedule with proposed changes is attached (see Proposed Changes, Comprehensive Fee Schedule). Examples of these efficiencies and new one-stop-shop experiences are attached (see Presentation) and will be presented to the Council at the evening meeting.

This evening we are only asking Mayor and Council to review the list of proposed changes and provide staff with feedback and direction regarding proposed changes. Information received tonight will be incorporated into the proposed changes which will be brought back for consideration and possible approval on February 7, 2017.

Pursuant to A.R.S Section 9-499.15, the Town will properly post notice of possible changes to the Comprehensive Fee Schedule. This statute requires that the Town provide notice on its website of any new or increased fees for businesses at least 60 days before the meeting is scheduled to consider approving the new fees and/or fee increases.

As we have in the past, staff will work with representatives from the Southern Arizona Home Builders Association (SAHBA) and Metropolitan Pima Alliance (MPA), to provide them the opportunity to review the proposed changes to the Comprehensive Fee Schedule and clarify any issues or areas of concern.

Financial Impact:

There is no foreseeable or significant impact to the Town's revenue.

Staff Recommendation:

Presentation, discussion and possible direction only.

Suggested Motion:

Presentation, discussion and possible direction only.

Attachments

Proposed Changes, Comprehensive Fee Schedule

Presentation

COMPREHENSIVE FEE SCHEDULE

As of September 6, 2016

Airport				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Single Engine Open Tie-Down <12,500 lbs.(Monthly)~~	~~$ 50.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Single Engine Open Tie-Down <12,500 lbs.(Daily)~~	~~$ 7.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Twin Engine Open Tie-Down <12,500 lbs. (Monthly)~~	~~$ 72.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Twin Engine Open Tie-Down <12,500 lbs. (Daily)~~	~~$ 10.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Turboprop Open Tie-Down <12,500 lbs. (Monthly)~~	~~$ 94.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Turboprop Open Tie-Down <12,500 lbs. (Daily)~~	~~$ 15.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Jet Open Tie-Down <12,500 lbs. (Monthly)~~	~~$ 116.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Jet Open Tie-Down <12,500 lbs. (Daily)~~	~~$ 25.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Helicopter Open Tie-Down <12,500 lbs. (Monthly)~~	~~$ 94.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Helicopter Open Tie-Down <12,500 lbs. (Daily)~~	~~$ 10.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Aircraft Open Tie-Down 12,500 lbs. to 24,999 lbs. (Monthly)~~	~~$ 172.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Aircraft Open Tie-Down 12,500 lbs. to 24,999 lbs. (Daily)~~	~~$ 30.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Aircraft Open Tie-Down 25,000 lbs. to 49,999 lbs. (Monthly)~~	~~$ 284.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Aircraft Open Tie-Down 25,000 lbs. to 49,999 lbs. (Daily)~~	~~$35.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Aircraft Open Tie-Down 50,000 lbs. to 99,999 lbs. (Monthly)~~	~~$ 562.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Aircraft Open Tie-Down 50,000 lbs. to 99,999 lbs. (Daily)~~	~~$ 75.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Aircraft Open Tie-Down 100,000 lbs. to 200,000 lbs. (Monthly)~~	~~$ 1,119.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Aircraft Open Tie-Down 100,000 lbs. to 200,000 lbs. (Daily)~~	~~$ 150.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Aircraft Open Tie-Down Greater Than 200,000 lbs. (Monthly)~~	~~$ 1,676.00~~	~~Per tie-down~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Aircraft Open Tie-Down Greater Than 200,000 lbs. (Daily)~~	~~$ 200.00~~	~~Per tie-down~~		~~July 1, 2016 / Ordinance No. 2016.006~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Vehicle up to and including 20 feet in length (Monthly)~~	~~$ 284.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Vehicle up to and including 20 feet in length (Daily)~~	~~$ 32.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Vehicle over 20 feet in length (Monthly)~~	~~$ 395.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Vehicle over 20 feet in length (Daily)~~	~~$ 44.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Trailer (Monthly)~~	~~$ 284.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Trailer (Daily)~~	~~$ 32.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Fuel Truck (Monthly)~~	~~$ 284.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Temporary Open Ramp Vehicle Parking with Aircraft; Fuel Truck (Daily)~~	~~$ 32.00~~	~~Per vehicle~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Airship Parking (Monthly)	$ 500.00	Per airship		July 7, 2014 / Ordinance No. 2014.016
Airship Parking (Daily)	$ 50.00	Per airship		July 7, 2014 / Ordinance No. 2014.016
~~Parachuting Operations Facility Fee (with airport business facility lease)~~	~~$ 50.00~~	~~Per day~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Commercial Photography Permit (Daily)~~	~~$ 250.00~~	~~Per permit~~	~~Plus airport operations fee~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Commercial Filming~~	~~$ 500.00~~	~~Per day~~	~~Plus airport operations fee~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Airport				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~SASO Banner Tow Permit (Annually)~~	~~$ 250.00~~	~~Per permit~~	~~Per calendar year.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~SASO Aircraft Charter/Taxi/Warbird Flights Permit~~	~~$ 250.00~~	~~Per permit~~	~~Plus passenger fee. Per calendar year.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Self-Fueling Permit (Annually)~~	~~$ 100.00~~	~~Per permit~~	~~Per calendar year.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Commercial Self Fueling Permit (Monthly)	$ 50.00	Per permit		July 7, 2014 / Ordinance No. 2014.016
Commercial Self Fueling Permit (Annually)	$ 500.00	Per permit	Per calendar year.	July 7, 2014 / Ordinance No. 2014.016
~~Commercial Fueling Permit - FBO or SASO (Annually)~~	~~$ 500.00~~	~~Per permit~~	~~Plus ground lease with airport.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Fuel Flowage Fee; FBO or SASO with ground lease	$ 0.09	Per gallon ~~delivered~~ pumped		March 8, 2015 / Ordinance No. 2015.005
~~Fuel Flowage Fee; Self-Fueler Based Aircraft Tenant~~	~~$ 0.15~~	~~Per gallon pumped~~		~~July 6, 2015 / Ordinance No. 2015.012~~
Fuel Flowage Fee; Commercial Self-Fueler with Permit	$ 0.20	Per gallon ~~delivered~~ pumped	Plus initial fee.	July 7, 2014 / Ordinance No. 2014.016
~~Airport Operations Fee~~	~~$ 75.00~~	~~Per hour~~	~~During normal business hours~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Airport Operations Fee (non-business hours)~~	~~$ 125.00~~	~~Per hour~~	~~During non-business hours~~	~~July 7, 2014 / Ordinance No. 2014.016~~
				July 7, 2014 / Ordinance No. 2014.016
~~Airport Labor Rate~~	~~$ 75.00~~	~~Per hour~~	~~Minimum charge of $75.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Airport Overtime Labor Rate~~	~~$ 125.00~~	~~Per hour~~	~~Minimum charge of $125.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Airport Call-out~~	~~$ 125.00~~	~~Per call-out~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Runway/Taxiway Light Replacement	$ ~~300.00~~ 500.00	Per light		July 7, 2014 / Ordinance No. 2014.016
~~Lighted "X" Use Fee~~	~~$ 100.00~~	~~Per day~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Airport Damage~~	~~$ 150.00~~	~~Per incident~~	~~Plus actual item and/or labor cost to repair.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Airport Use Fee (Aeronautical)~~	~~$ 250.00~~	~~Per Day~~	~~In addition to Special Event Permit fee~~	~~July 6, 2015 / Ordinance No. 2015.012~~
~~Airport Use Fee (Non-Aeronautical)~~	~~$ 500.00~~	~~Per Day~~	~~In addition to Special Event Permit fee~~	~~July 6, 2015 / Ordinance No. 2015.012~~
Airport Access ID Card-New	$ 10.00	Per card		July 6, 2015 / Ordinance No. 2015.012
Airport Access ID Card-Replacement	$ 25.00	Per card		July 7, 2014 / Ordinance No. 2014.016
SASO (banner towing, aircraft maintenance, etc.)	$ 25.00	Daily		July 6, 2015 / Ordinance No. 2015.012
Temporary Storage Container Parking	$ 200.00	Monthly		July 6, 2015 / Ordinance No. 2015.012
Airport Use Fee (Non-Aeronautical Government-Local, State, Federal)	$ 350.00	Per Day	In addition to Special Event Permit Fee	July 1, 2016 / Ordinance No. 2016.006
Aircraft Parking <5,000 Lbs (Daily)	7.00	Per Day		

Airport				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Aircraft Parking <5,000 Lbs. (Monthly)	50.00	Monthly		
Aircraft Parking 5,000 – 7,499 Lbs. (Daily)	10.00	Daily		
Aircraft Parking 5,000 – 7,499 Lbs. (Monthly)	72.00	Monthly		
Aircraft Parking 7,500 – 12,499 Lbs. (Daily)	15.00	Daily		
Aircraft Parking 7,.500 – 12,499 Lbs. (Monthly)	116.00	Monthly		
Aircraft Parking 12,500 – 24,999 Lbs. (Daily)	30.00	Daily		
Aircraft Parking 12,500 – 24,999 Lbs. (Monthly)	172.00	Monthly		
Aircraft Parking 25,000 – 49,999 Lbs. (Daily)	35.00	Daily		
Aircraft Parking 25,000 – 49,999 Lbs.(Monthly)	284.00	Monthly		
Aircraft Parking 50,000 – 99,999 Lbs. (Daily)	75.00	Daily		
Aircraft Parking 50,000 – 99,999 Lbs. (Monthly)	562.00	Monthly		
Aircraft Parking 100,000 – 200,000 Lbs. (Daily)	150.00	Daily		
Aircraft Parking 100,000 – 200,000 Lbs. (Monthly)	1,119.00	Monthly		
Vehicle/Trailer/Fuel Truck Parking (Daily)	32.00	Daily	Non-Airport Tenant Only	
Vehicle/Trailer/Fuel Truck Parking (Monthly)	284.00	Monthly	Non-Airport Tenant Only	
Airport Aeronautical Use Fee/Commercial Photography	250.00	Per Day	In Addition to Special Event Permit & Airport Operation's Fees	
Airport Non-Aeronautical Use Fee/Commercial Filming	500.00	Per Day	In Addition to Special Event Permit & Airport Operation's Fees	
SASO Permit (Banner Towing, Aircraft Maintenance, etc.)	500.00	Per Year		

Airport				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Airport Operations Fee/Labor Rate (normal business hours)	75.00	Per Hour		
Airport Operations Fee/Labor Rate (non-business hours, weekends, holidays)	125.00	Per Hour		

Clerk					
Fee/Description	Amount		Unit of Measure	Notes	Effective Date / Ordinance
Liquor License Application: Original License; Location Transfer; Person Transfer	$	500.00	Per application	Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control.	July 6, 2015 / Ordinance No. 2015.012
Liquor License Application; Extension of Patio Premises; permanent or temporary	$	25.00	Per application	Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control.	July 6, 2015 / Ordinance No. 2015.012
Liquor License Application; Acquisition of Control Change or Change of Agent	$	150.00	Per application	Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control.	July 6, 2015 / Ordinance No. 2015.012
Fireworks Permit Application	$	100.00	Per application		July 7, 2014 / Ordinance No. 2014.016
Ballot Argument Fee (Deposit)	$	250.00	Per ballot argument		July 7, 2014 / Ordinance No. 2014.016
Bingo License; Class A	$	5.00	Per license	Plus applicable State of Arizona fees.	July 7, 2014 / Ordinance No. 2014.016
Bingo License; Class B	$	25.00	Per license	Plus applicable State of Arizona fees.	July 7, 2014 / Ordinance No. 2014.016
Bingo License; Class C	$	50.00	Per license	Plus applicable State of Arizona fees.	July 7, 2014 / Ordinance No. 2014.016
Special Event Liquor License Application	$	25.00	Per application	Fee is in addition to any fees payable to the State of Arizona Department of Liquor Licenses and Control. Does not apply to events produced by the Town.	July 7, 2014 / Ordinance No. 2014.016
Special Event Liquor License Late Application Fee	$	25.00	Per application	Plus any other applicable fees. Applies if application submitted less than 30 calendar days before event. Does not apply to events produced by the Town.	July 7, 2014 / Ordinance No. 2014.016

Courts				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Fee for Taking Default Judgment	$ 65.00	Per judgment		July 7, 2014 / Ordinance No. 2014.016
Jail Reimbursement Fee	See note	Per sentence	Fee is the actual cost to the Town.	July 7, 2014 / Ordinance No. 2014.016
Prosecution Fee	$ 40.00	Per citation		July 7, 2014 / Ordinance No. 2014.016
Administrative Warrant Fee	$ 30.00	Per warrant		July 7, 2014 / Ordinance No. 2014.016
Court Improvement Fee	$ 35.00	Per citation		July 7, 2014 / Ordinance No. 2014.016
Jury Cancellation Fee	See note	Per incidence	Fee is the actual cost to the Town.	July 7, 2014 / Ordinance No. 2014.016
Community Service Monitoring Fee	$ 5.00	Per sentence		July 7, 2014 / Ordinance No. 2014.016
Court-Monitored Probation Fees	See note	Per sentence	Fee is the actual cost to the Town.	July 7, 2014 / Ordinance No. 2014.016

Development Services – Event Permits				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Special Event Permit	$ 50.00	Per application	Does not apply to events produced by the Town or where park exclusive use fee is paid. Includes safety inspection. Right-of-way and traffic control review if applicable to event.	July 7, 2014 / Ordinance No. 2014.016
Special Event Expedited Review Fee	$ 25.00	Per application	Plus any other applicable fees. Applies if application submitted less than 7 calendar days before event. Does not apply to events produced by the Town.	July 7, 2014 / Ordinance No. 2014.016
Special Event Building Permit	$ 30.00	Per permit	~~Plus applicable special event permit fees. No permit is required if structure is less than 200 square feet.~~ Plus applicable special event permit fees. This permit is required if structure is greater than 400 square feet.	July 6, 2015 / Ordinance No. 2015.012

Development Services – Real Property Services				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Right-of-Way Abandonment~~; Base fee~~	$ 2,500.00	Per submittal	$2500.00 + actual cost for appraisal, title, closing and/or survey fees	July 7, 2014 / Ordinance No. 2014.016
~~Right-of-Way Abandonment; Appraisal Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Right-of-Way Abandonment; Title Report & Closing Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Right-of-Way Abandonment; Surveyor Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Release of Easement~~; Base fee~~	$ 655.00	Per submittal	$655.00 + actual cost for appraisal, title, closing and/or survey fees	July 7, 2014 / Ordinance No. 2014.016
~~Release of Easement; Appraisal Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Release of Easement; Title Report & Closing Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Release of Easement; Surveyor Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
License Agreement~~; Base fee~~	$ 1,000.00	~~Per submittal~~ See note	$1,000.00 + actual cost for appraisal and/or survey fees. Fee for new license agreements; landscaping exempt.	July 1, 2016 / Ordinance No. 2016.006
~~License Agreement; Appraisal Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~License Agreement; Surveyor Fees~~	~~See note~~	~~Per submittal~~	~~Fee is actual cost to applicant.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
License Agreement; Amendment of use	$ 250.00	Per submittal	Fee for changing area or adding covered uses (no fee for removing covered uses)	July 1, 2016 / Ordinance No. 2016.006
~~Public Improvement Construction and Repayment Agreement; Application Fee~~	~~$ 5,000.00~~	~~Per submittal~~	~~Fee may be higher depending upon administrative costs to process application.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Improvement Construction and Repayment Agreement; Annual Administration Fee~~	~~See note~~	~~Per year~~	~~Fee is calculated based on actual cost to administer agreement. Minimum fee~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Development Services – Real Property Services				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~is $100.00.~~	
~~Title Report Review Fee~~	~~$ 280.00~~	~~Per 4 hour review~~	~~Charge for real property rights for abandonments, releases, easements and dedications, if Title has not been reviewed within previous 90 days thru Planning.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

COMPREHENSIVE FEE SCHEDULE

As of September 6, 2016

Planning				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Annexation; Processing Fee	$ 500.00	Per annexation	Planning Director has authority to waive fee in the case of a Town initiated annexation.	July 7, 2014 / Ordinance No. 2014.016
~~General Plan Map Major Amendment; Base Fee~~	~~$ 2,600.00~~	~~Per amendment~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~General Plan Map Major Amendment; Acreage Fee~~	~~$ 40.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
General Plan Map Amendment-Major	2600.00 + 40 per acre	Per amendment		
~~General Plan Map Minor Amendment; Base Fee~~	~~$ 1,000.00~~	~~Per amendment~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~General Plan Map Minor Amendment; Acreage Fee~~	~~$ 20.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
General Plan Map Amendment-Minor	1000.00 + 20 per acre	Per amendment		
~~Specific Plan; Residential Land up to 4.0 residences per acre; Base fee~~	~~$ 1,400.00~~	~~Per submittal~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Specific Plan; Residential Land up to 4.0 residences per acre; Acreage fee (if over five acres)~~	~~$ 50.00~~	~~Per acre~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Specific Plan; Residential Land 4.01 to 20 residences per acre; Base fee~~	~~$ 2,500.00~~	~~Per submittal~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Specific Plan; Residential Land 4.01 to 20 residences per acre; Acreage fee (if over five acres)~~	~~$ 70.00~~	~~Per acre~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Specific Plan; Residential Land	1400.00 + 50.00 per acre	per application	Maximum fee not to exceed $35,000.00.	
~~Specific Plan Mix Use - Residential Land, Commercial and Industrial Land Uses; Base Fee~~	~~$ 2,700.00~~	~~Per submittal~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 6, 2015 / Ordinance No. 2015.012~~
~~Specific Plan Mix Use - Residential Land, Commercial and Industrial Land Uses; Acreage Fee (if over five acres)~~	~~$ 100.00~~	~~Per acre~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Specific Plan; Commercial, Industrial and/or Mixed use	2500.00 + 100.00 per acre	per application	Maximum fee not to exceed $35,000.00.	
Specific Plan Minor Amendment; Administrative Process	$ 500.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Specific Plan Text Amendment	$ 1,500.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Specific Plan Land Use Designation Amendment	See note	Per submittal	Fee is same as total application fee for specific plan as calculated.	July 7, 2014 / Ordinance No. 2014.016
Significant Land Use Change; Up to 1.00 Acre	$ 550.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Significant Land Use Change; 1.01 Acres to 10.00 Acres	$ 1,250.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Significant Land Use Change; Over 10.01 Acres	$ 1,750.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016

COMPREHENSIVE FEE SCHEDULE

As of September 6, 2016

Planning				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Rezoning; To rezone property from any zone to AG, RD-180, R-144, R-80, R-36, R-20, and R-16; Base Fee~~	~~$ 1,400.00~~	~~Per submittal~~	~~Maximum fee not to exceed $35,000.00~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Rezoning; To rezone property from any zone to AG, RD-180, R-144, R-80, R-36, R-20, and R-16; More than ten acres; Acreage Fee~~	~~$ 50.00~~	~~Per acre~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Rezoning; To rezone property from any zone to R-12, R-10, R-8, R-7, R-6, MH, MHS, and RV; More than five acres; Acreage fee~~	~~$ 70.00~~	~~Per acre~~	~~Maximum fee not to exceed. $35,000.00~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Rezoning; To rezone property from any zone to R-12, R-10, R-8, R-7, R-6, MH, MHS, and RV; Base Fee~~	~~$ 1,800.00~~	~~Per submittal~~	~~Maximum fee not to exceed $35,000.00~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Rezoning; from any zone to AG, RD-180, R-144, R-80, R-36, R-20, R-16, R-12, R-10, R-8, R-7, R-6, MH, MHS, and RV	1400.00 + 50.00 per acre	per application	Maximum fee not to exceed $35,000.00.	
~~Rezoning; To rezone property from any zone to RR, MU-1, MR-1, MR-2, CO, NC, VC, RC, SC, VRC, CBC, LI, and HI, or the mixing of multiple zoning districts including residential; base fee~~	~~$ 2,700.00~~	~~Per submittal~~	~~Maximum fee not to exceed $35,000.00~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Rezoning; To rezone property from any existing zone to RR, MU-1, MR-1, MR-2, CO, NC, VC, RC, SC, VRC, CBC, and LI HI; or the mixing of multiple zoning districts including residential; More than five acres; Acreage fee~~	~~$ 100.00~~	~~Per acre~~	~~Maximum fee not to exceed $35,000.00.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Rezoning; from any zone to RR, MU-1, MR-1, MR-2, CO, NC, VC, RC, SC, VRC, CBC, and LI HI and/or the mixing of multiple zoning districts including residential	2500.00 + 100.00 per acre	per application	Maximum fee not to exceed $35,000.00.	
Modification or Waiver of Rezoning Conditions	$ 250.00	Per condition or condition subsection		July 7, 2014 / Ordinance No. 2014.016
Site Analysis Review (Not associated with a rezoning); Base fee	$ 1,200.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Site Analysis Review (Not associated with a rezoning); Re-submittal or revision fee	$ 150.00	Per re-submittal or revision		July 7, 2014 / Ordinance No. 2014.016
Land Development Code Amendment	$ 1,500.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
~~Applicant-requested Continuance~~	~~$ 200.00~~	~~Per continuance~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Title Report Review~~	~~$ 280.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Temporary Use Permit; Administrative Process, no Council Action required	$ ~~50.00~~ 75.00	Per application	Applies to Christmas tree lots and other seasonal/holiday-related sales lots and includes safety inspection	July 7, 2014 / Ordinance No. 2014.016
Planning Miscellaneous Hourly Review Fee	$ 70.00	Per Hour	Minimum of one hour and to the newest hour after	July 1, 2016 / Ordinance No. 2016.006
~~Development Plan Package; base fee~~	~~$ 3,500.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. 3rd & subsequent submittals are~~	~~July 1, 2016 / Ordinance No. 2016.006~~

Planning				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~each charged 50% of original fee.~~	
~~Development Plan Package; acreage fee~~	~~$ 70.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. 3rd & subsequent submittals are each charged 50% of original fee.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Miscellaneous Document and/or Report Review	$ 280.00	Per submittal	~~Fee is based on estimated review time of four hours. Actual fees may be higher at rate of $70.00 per hour.~~	July 1, 2016 / Ordinance No. 2016.006
Development Plan Package	$3500 Base + $70 per acre	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee. Additionally this includes development plan, landscape plan, and improvement plans	
Welcome to Marana business Package	$100.00	Per submittal	Fee includes new business license, 1 banner sign permit and occupancy compliance inspection.	

Planning – Preliminary Block Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Preliminary Block Plat; 0-20 acres; base fee~~	~~$ 350.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Block Plat; 0-20 acres; acreage fee~~	~~$ 75.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Block Plat; 20.01-120 acres; base fee~~	~~$ 850.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Block Plat; 20.01-120 acres; acreage fee~~	~~$ 50.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Block Plat; Over 120 acres; base fee~~	~~$ 3,500.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Block Plat; Over 120 acres, acreage fee~~	~~$ 25.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Block Plat; Amendment or Modification~~	~~Same as Original Application Fee~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Preliminary Block Plat	$600 Base + $40 per acre	Per submittal	Not to exceed $35,000.00 Includes 1st & 2nd submittals. Reviews after	

Planning – Preliminary Block Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			2nd submittal and revisions to accepted plans are each charged 30% of original fee.	

Planning – Final Block Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Final Block Plat; 0-20.00 acres; base fee~~	~~$ 350.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Block Plat; 0-20.00 acres; acreage fee~~	~~$ 30.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Block Plat; 20.01-100.00 acres; base fee~~	~~$ 850.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Block Plat; 20.01-100.00 acres; acreage fee~~	~~$ 20.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Block Plat; Over 100.01 acres; base fee~~	~~$ 3,850.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Block Plat; Over 100.01 acres; acreage fee~~	~~$ 10.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Block Plat; Covenants, Conditions & Restrictions Review~~	~~$ 280.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Final Block Plat; Assurance Agreement Review	$ 150.00	Per submittal		July 1, 2016 / Ordinance No. 2016.006
~~Final Block Plat; Amendment or Modification~~	~~Same as Original Application Fee~~	~~Per affected lot~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Planning – Final Block Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~each charged 50% of original fee.~~	
Final Block Plat	$375 Base + $25 per acre	Per submittal	Not to exceed $22,500.00. Includes 1st & 2nd submittals. Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee.	

Planning – Preliminary Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Preliminary Plat; Subdivision up to nine lots~~	~~$ 3,000.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Plat; Subdivision additional lot fee (over nine lots)~~	~~$ 30.00~~	~~Per lot~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Preliminary Plat; Amendment or Modification~~	~~Same as Original Application Fee~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Preliminary Plat	$3000 Base + $30 per lot	Per Submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee.	

Planning – Final Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Final Plat; Subdivision up to nine lots~~	~~$ 1,000.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Plat; Subdivision additional lot fee (over nine lots)~~	~~$ 40.00~~	~~Per lot~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Final Plat; Covenants, Conditions & Restrictions Review~~	~~$ 280.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Final Plat; Assurance Agreement Review	$ 150.00	Per submittal		July 1, 2016 / Ordinance No. 2016.006
~~Final Plat; Amendment or Modification~~	~~Same as Original Application Fee~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Final Plat	$1000 Base + $10 per lot	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee.	
Minor Land Division; ~~fee~~	$ 500.00	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans~~Third & subsequent submittals~~ are each charged ~~50%~~30% of original fee.	July 6, 2015 / Ordinance No. 2015.012
~~Development Plan; up to two acres of commercial or multi-family; base fee~~	~~$ 2,000.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Planning – Final Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Development Plan; Additional fee for each acre over two acres~~	~~$ 40.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Development Plan: Miscellaneous Document Review~~	~~$ 280.00~~	~~Per submittal~~	~~Fee is based on estimated review time of four hours. Actual fees may be higher at the rate of $70.00 per hour in excess of four hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Development Plan; Amendment or Modification; Up to ten acres~~	~~$ 1,500.00~~	~~Per submittal~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Development Plan; Amendment or Modification; additional fee for each acre over ten acres~~	~~$ 25.00~~	~~Per acre~~	~~Includes 1st & 2nd submittals. Third & subsequent submittals are each charged 50% of original fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Development Plan	$2000 Base + $40 per acre	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee.	
Site Plan/Architectural Review	$ 400.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Residential Design Plan	$ 1,250.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Residential Model Home Design Review	$ 100.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Pre-Application Conference	$ 250.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Conditional Use Permit; Application Fee	$ 1,000.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Temporary Use Permit; Administrative Process with Council Action	$ 500.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Landscape Plans~~; Base Fee~~	$ 600.00	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans ~~Third & subsequent submittals~~ are each charged	July 7, 2014 / Ordinance No. 2014.016

Planning – Final Plat				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~50% of original fee.~~ $180.00.	
Native Plant Permit~~; Base fee~~	$ 300.00	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittals and revisions to accepted plans ~~Third & subsequent submittals~~ are each charged ~~50% of original fee.~~ $90.00.	July 7, 2014 / Ordinance No. 2014.016
Native Plant Permit; Exception Fee	$ 50.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
~~Board of Adjustment; Appeal Fee~~	~~$ 250.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Planning Department Inspection Fee~~	~~$ 50.00~~	~~Per inspection~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Planning Department Plan Check Review Fee~~ Plan Review: New SFR with pre-appoved model	$ 40.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Zoning Compliance Letter	$ 75.00	Per letter		July 7, 2014 / Ordinance No. 2014.016
~~Zoning Violation; Plan Check Review Fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Zoning Violation; Variance for Zoning Violation~~	~~$ 850.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Miscellaneous Planning Commission Action Fee~~	~~$ 250.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Time Extension Fee; Administrative Extension~~	~~$ 150.00~~	~~Per extension~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Time Extension Fee; Planning Commission/Council Action~~	~~$ 250.00~~	~~Per extension~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Variance Request	$ 550.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
~~Revisions to Approved Plans~~	~~See note~~	~~Per submittal~~	~~Fee is 50% of initial application fee for each submittal.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Planning – Sign Fees				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Sign Review Fee	$ 75.00	Per plan	Fee is $75.00 for up to 2 signs and $150.00 for 3 or more signs.	July 6, 2015 / Ordinance No. 2015.012
Sign Review Fee: 3 or more signs	$ 150.00	Total fee for 3 or more signs		July 6, 2015 / Ordinance No. 2015.012
~~Signs; Temporary sign; base fee~~	~~$ 10.00~~	~~Per permit~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Signs; Temporary sign; ~~Fee for each sign~~	$ 10.00	Per sign	Fee does not apply for construction zones per Town Sign Code	July 7, 2014 / Ordinance No. 2014.016
Signs; Renewal Fee; Billboard	$ 500.00	Per sign	(Non-conforming)	July 7, 2014 / Ordinance No. 2014.016
~~Signs; Recovery Fee; first sign (for each occurrence)~~	~~$ 25.00~~	~~Per sign~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Signs; Recovery Fee; each additional sign (for each occurrence)~~	~~$ 10.00~~	~~Per sign~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Signs; Per diem storage fee; sign less than or equal to ten feet in height~~	~~$ 5.00~~	~~Per sign~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Signs; Per diem storage fee; sign over ten feet in height~~	~~$ 7.50~~	~~Per sign~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Signs; Planned sign program	$ 560.00	Per submittal	Includes 1st & 2nd submittals. Reviews after 2nd submittal and revisions to accepted plans are each charged 30% of original fee.	July 7, 2014 / Ordinance No. 2014.016
~~Signs; Amendment to planned sign program~~	~~See note~~	~~Per submittal~~	~~Fee is 50% of original submittal fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Signs;~~ Change of Copy Fee	$ 15.00	Per Submittal		July 1, 2016 / Ordinance No. 2016.006
~~Election Signs; Blanket Permit Fee~~	~~$ 25.00~~	~~Per permit~~		~~July 7, 2014 / Ordinance No. 2014.016~~

Planning - Environmental				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Archaeology Report; Monitoring Report Review~~	~~$ 140.00~~	~~Per submittal~~	~~Fee is based on estimated review time of two hours. Actual fees may be higher at rate of $70.00 per hour in excess of two hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Archaeology Report; Results of Monitoring Review~~	~~$ 140.00~~	~~Per submittal~~	~~Fee is based on estimated review time of two hours. Actual fees may be higher at rate of $70.00 per hour in excess of two hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Archaeology Report; Class I & Class III Review~~	~~$ 140.00~~	~~Per submittal~~	~~Fee is based on estimated review time of two hours. Actual fees may be higher at rate of $70.00 per hour in excess of two hours.~~	~~July 6, 2015 / Ordinance No. 2015.012~~
~~Archaeology Report; Testing Plan Review~~	~~$ 280.00~~	~~Per submittal~~	~~Fee is based on estimated review time of four hours. Actual fees may be higher at rate of $70.00 per hour in excess of four hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Archaeology Report; Results of Testing Review~~	~~$ 140.00~~	~~Per submittal~~	~~Fee is based on estimated review time of two hours. Actual fees may be higher at rate of $70.00 per hour in excess of two hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Archaeology Report; Data Recovery Plan Review~~	~~$ 280.00~~	~~Per submittal~~	~~Fee is based on estimated review time of four hours. Actual fees may be higher at rate of $70.00 per hour in excess of four hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Archaeology Report; Results of Data Recovery~~	~~$ 140.00~~	~~Per submittal~~	~~Fee is based on estimated review time of two hours. Actual fees may be higher at rate of $70.00 per hour in excess of two hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Phase I Environmental Site Assessment Review~~	~~$ 280.00~~	~~Per submittal~~	~~Fee is based on estimated review time of four hours. Actual fees may be higher at~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Planning - Environmental				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~rate of $70.00 per hour in excess of four hours.~~	
~~Site Resource Inventory Review~~	~~$ 280.00~~	~~Per submittal~~	~~Fee is based on estimated review time of four hours. Actual fees may be higher at rate of $70.00 per hour in excess of four hours.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

COMPREHENSIVE FEE SCHEDULE

As of September 6, 2016

Planning - Addressing				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
New Address for Residential Plats, Condominiums , Apartments & Commercial Suites	$ 10.00	Per lot/unit		July 1, 2016 / Ordinance No. 2016.006
Change in Existing Street Name	$ ~~427.00~~ 500.00	Per street		July 7, 2014 / Ordinance No. 2014.016
~~Addresses Required to be Changed Due to Change in Street Name~~	~~$ 48.00~~	~~Per address~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Add/Change an Address Number	$ ~~62.00~~ 60.00	Per address		July 6, 2015 / Ordinance No. 2015.012
~~Street Name Change Appeal~~	~~$ 427.00~~	~~Per appeal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Address Number Change Appeal~~	~~$ 177.00~~	~~Per appeal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Addressing Hourly Fee~~	~~$ 70.00~~	~~Per Hour~~	~~Minimum of one hour or to the newest hour after~~	~~July 1, 2016 / Ordinance No. 2016.006~~

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Drainage Statement Review; Base Fee~~	~~$ 280.00~~	~~Per submittal~~	~~Applies to 1st two submittals.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Additional Drainage Statement Submittals after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Revisions to Accepted Drainage Statement~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Drainage Statement	$280	per statement	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $80 each.	
~~Drainage Report Review~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $560; includes 2 submittals. Reviews after 2nd submittal are 50% of original fee~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Drainage Report	$560	per report	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $170 each.	
~~Conditional Letter of Map Revision (CLOMR); Review Fee~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $350. Cost includes subsequent Letter of Map Revision (LOMR) review.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Conditional Letter of Map Revision with Letter of Map Revision (CLOMR/LOMR)	$350	per CLOMR/LOMR	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $170 each.	
~~Letter of Map Revision (LOMR); Review Fee~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $280.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Letter of Map Revision (LOMR)	$280	per LOMR	Applies to first 2 submittals. Reviews after 2nd submittal are $100 per submittal.	
~~Review of Geotechnical Report; Hourly Rate~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $280.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Geotechnical Report	$280	per report	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $80 per submittal. Resubmittals to	

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			reconfirm expired report are not charged a review fee.	
~~Review of Supplemental Calculations other than Drainage or Geotechnical Reports; Hourly rate~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $280.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Review of Miscellaneous Report	$280	per report	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $80 per submittal.	
Review of Structural Calculations	$560	per report	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $170 per submittal.	
~~Subdivision Design Exception Report (if not part of a specific plan); Base fee~~	~~$ 300.00~~	~~Per report~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Subdivision Design Exception Report (if not part of a specific plan); hearing fee~~	~~$ 200.00~~	~~Per hearing~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Subdivision Design Exception Report	$140	per report		
~~Review of Grading Plans; 0-5 acres, base fee~~	~~$ 770.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 0-5 acres; acreage fee~~	~~$ 25.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 5.01-20 acres; base fee~~	~~$ 800.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 5.01-20 acres; acreage fee~~	~~$ 20.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 20.01-40 acres; base fee~~	~~$ 900.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 20.01-40 acres; acreage fee~~	~~$ 15.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 40.01-100 acres; base fee~~	~~$ 1,010.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; 40.01-100 acres; acreage fee~~	~~$ 13.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; Over 100 acres; base fee~~	~~$ 1,340.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Grading Plans; Over 100 acres; acreage fee~~	~~$ 10.00~~	~~Per acre~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Additional Grading Plan Submittals after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Revisions to Accepted Grading Plan~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Grading Plan Review	$400 + 95/Sheet	per plan	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are 30% of original fee per submittal.	

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Review of Construction Plans; Base fee~~	~~$ 400.00~~	~~Per submittal~~	~~A separate base fee is required for each plan review type including, but not limited to: roadway, paving, sewer, utility and structural plans.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Construction Plans; Sheet fee~~	~~$ 95.00~~	~~Per sheet~~	~~A separate base fee is required for each plan review type including, but not limited to: roadway, paving, sewer, utility and structural plans. Per sheet, excluding cover sheet, except in the case of one-sheet plans.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Additional Construction Plan Submittals after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~	~~A fee is required for each plan review type including, but not limited to: roadway, paving, sewer, utility and structural plans.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Revisions to Accepted Construction Plan~~	~~50% of original fee for applicable items~~	~~Per submittal~~	~~A fee is required for each plan review type including, but not limited to: roadway, paving, sewer, utility and structural plans.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Construction Plan Review	$400 + 95 / Sheet	per plan type	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are 30% of original fee per submittal. A separate fee is required for each plan review type including, but not limited to: paving, sewer, and utility plans.	
~~bridge plan review~~	~~greater of $1,000 or $0.50/sf of bridge~~	~~Per Submittal~~	~~Includes arches and box culverts, applies to 1st two submittals; reviews beyond 2nd submittal are 50% of original fee~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Additional Bridge Plan Submittals after the 2nd Submittal~~	~~50% of original~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
	~~fee for applicable items~~			
~~Revisions to Accepted Bridge Plan~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Bridge Plan Review	greater of $1,000 or $0.50/sf of bridge	per bridge plan	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are 30% of original fee per submittal. Includes arches and box culverts.	
~~Golf Course Plan; Base fee~~	~~$ 300.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Golf Course Plan; Sheet Fee~~	~~$ 95.00~~	~~Per plan sheet~~	~~Excluding cover sheet, except in case of one-sheet plans. Applies to 1st two submittals.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Golf Course Plan; Additional Submittals after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Golf Course Plan; Revisions to Accepted Plan~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public/Semi-Public Water System Plan Review; Base fee~~	~~$ 400.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public/Semi-Public Water System Plan Review; Sheet fee~~	~~$ 95.00~~	~~Per sheet~~	~~Excluding cover sheet, except in case of one-sheet plans.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Additional Public/Semi-Public Water System Plan Submittals after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Revisions to Accepted Public/Semi-Public Water System Plan~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public/Semi-Public Pool Plan Review; Base fee~~	~~$ 200.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public/Semi-Public Pool Plan Review; Hourly review rate~~	~~$ 70.00~~	~~Per hour~~	~~Three-hour minimum review time.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Plans for Wastewater Treatment Facilities; Base fee~~	~~$ 500.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Plans for Wastewater Treatment Facilities; Sheet fee~~	~~$ 95.00~~	~~Per sheet~~	~~Excluding cover sheet, except in the case of one-sheet plans. Applies to 1st two submittals.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Additional Wastewater Treatment Facilities Plan Submittals after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Revisions to Accepted Wastewater Treatment Facilities Plan~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Wastewater infrastructure Plan Review	greater of $500 or $100 per sheet	per plan	Applied to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are 50% of original fee per submittal.	
~~Review of Individual Septic System Plans; Base fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Individual Septic System Plans; Sheet fee~~	~~$ 95.00~~	~~Per sheet~~	~~Excluding cover sheet, except in case of one-sheet plans. Applies to 1st two submittals.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Additional Individual Septic System Plans after the 2nd Submittal~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Revisions to Accepted Individual Septic System Plans~~	~~50% of original fee for applicable items~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Individual Septic System Plans; Monitor Percolation Testing~~	~~$ 70.00~~	~~Per hour~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Individual Septic System Plans; Each Additional Inspection~~	~~$ 70.00~~	~~Per hour~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Review of Individual Septic System Plans; Certification~~	~~$ 25.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Assurances; Substitute Assurance	$ ~~300.00~~ 150.00	~~Per submittal~~ Per Assurance		July 1, 2016 / Ordinance No. 2016.006
Assurances; Partial Release of Assurance	$ 20.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
~~Type 1 Grading Permit; Base fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Type 1 Grading Permit; Plan Check Fee~~	~~$ 175.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Type 1 Grading Permit; Construction Cost Fee~~	~~See note~~	~~Per submittal~~	~~Fee is the greater of $300.00 or 2.0% of the construction cost. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Type 1 grading permit	$500	per permit		
Type 1 Grading Permit; Violation Fee	~~See note~~$500.00	Per violation	~~Fee is double the permit fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Type 1 Grading Permit; Amendment~~	~~See Note~~	~~Per Amendment~~	~~Fee is 2% of the increased~~	~~July 1, 2016 / Ordinance No. 2016.006~~

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~construction cost~~	
~~Type 2 Grading Permit; Base fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Type 2 Grading Permit; Construction Cost Fee; Subdivisions~~	~~See note~~	~~Per submittal~~	~~Fee is the greater of $500.00 or 1% of the construction costs or 3.5% of the construction cost for the Town acting as Engineer of Record. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Type 2 Grading Permit; Residential Subdivisions	see note	per permit	Fee is the greater of $500.00 or 1% of the construction costs or 3.5% of the construction cost for the Town acting as Engineer of Record. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.	
Type 2 Grading Permit; Commercial Developments	see note	per permit	Fee is the greater of $800.00 or 1% of the construction costs or 3.5% of the construction cost for the Town acting as Engineer of Record. Includes multi-family housing developments. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.	
Type 2 Grading Permit; Construction Cost Fee; Commercial Developments	See note	Per submittal	Fee is the greater of $800.00 or 1% of the construction costs or 3.5% of the construction cost for the Town acting as Engineer of	July 1, 2016 / Ordinance No. 2016.006

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			Record. Includes multi-family housing developments. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.	
Type 2 Grading Permit; At-Risk Grading Fee	$ 500.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Type 2 Grading Permit; Violation Fee	See note	Per violation	Fee is double the permit fee.	July 7, 2014 / Ordinance No. 2014.016
Type 2 Grading Permit; Amendment	See Note	Per Amendment	Fee is 1% of the increased construction cost or 3.5% of the increased construction cost for the Town acting as engineer of record	July 1, 2016 / Ordinance No. 2016.006
~~Blasting Permit~~	~~$ 50.00~~	~~Per permit~~	~~Fee is in addition to Type 2 Grading Permit Fee.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Form B Permit; Base Fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Form B Permit; Construction Cost Fee~~	~~See note~~	~~Per submittal~~	~~Fee is the greater of $500.00 or 1.0% of the construction costs or 4.5% of the construction cost for the Town acting as Engineer of Record. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Form B Permit; Public Infrastructure	see note	per permit	Fee is the greater of $500.00 or 1.0% of the construction costs or 4.5% of the construction cost for the Town acting as Engineer of Record. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.	
Form B Permit; Violation Fee	See note	Per violation	Fee is double the permit fee.	July 7, 2014 / Ordinance No. 2014.016
Form B Permit; Amendment	See Note	Per Amendment	Fee is 1% of the increased	July 1, 2016 / Ordinance No. 2016.006

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			construction cost or 4.5% of the increased construction cost for the Town acting as engineer of record	
~~Form A Permit - Major Utilities; Base Fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Form A Permit - Major Utilities; Construction Cost Fee~~	~~See note~~	~~Per submittal~~	~~Fee is the greater of $500.00 or 1.0% of the construction costs or 2.5% of the construction cost for the Town acting as Engineer of Record. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Form A Permit; Major Utilities	see note	per permit	Fee is the greater of $500.00 or 1.0% of the construction costs or 2.5% of the construction cost for the Town acting as Engineer of Record. Fees paid at time of application based on cost estimate. If actual cost is higher, remaining balance is paid prior to permit closeout.	
Form A Permit - Major Utilities; Violation Fee	See note	Per violation	Fee is double the permit fee.	July 7, 2014 / Ordinance No. 2014.016
Form A Permit; Amendment	See Note	Per Amendment	Fee is 1% of the increased construction cost or 2.5% of the increased construction cost for the Town acting as engineer of record	July 1, 2016 / Ordinance No. 2016.006
~~Form A Permit Marana Water; Amendment~~	~~See Note~~	~~Per Amendment~~	~~Fee is 2.5% of the increased construction cost~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Form MS Permit - Marana Wastewater; Amendment~~	~~See Note~~	~~Per Amendment~~	~~Fee is 2.5% of the increased construction cost~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Floodplain; Floodplain Hazard Sheet	$ ~~5.00~~ 20.00	Per report	Fee only applies when for commercial use	July 7, 2014 / Ordinance No. 2014.016
Floodplain; Floodplain Use Permit	$ 100.00	~~Per submittal~~ Per Permit		July 7, 2014 / Ordinance No. 2014.016

Engineering – Development				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Floodplain; Floodplain Variance	$ 1,000.00	~~Per submittal~~ Per Variance		July 7, 2014 / Ordinance No. 2014.016

Engineering - Traffic				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Review of Traffic Impact Study; Hourly Rate~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $560.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Traffic Impact Study	$560	Per Report	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $170 per submittal.	
~~Review of Traffic Impact Statement; Hourly Rate~~	~~$ 70.00~~	~~Per hour~~	~~Minimum fee is $280.00.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Traffic Impact Statement	$280	Per Statement	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are $80 per submittal.	
~~Review of Storm Water Pollution Prevention Plan~~	~~$ 420.00~~	~~Per submittal~~	~~Includes first and second submittals and first inspection. Additional submittals reviewed at rate of $210.00 per submittal.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Storm Water Pollution Prevention Plan (SWPPP)	$280	Per Plan	Applies to first 2 submittals and first inspection. Reviews after 2nd submittal are $80 per submittal.	
~~Storm water Pollution Prevention Plan; Purchase of Town Template~~	~~$ 140.00~~	~~Per template~~	~~Includes two copies of template. May be used for a custom lot, single family residence that is part of a common plan of development in which the master developer has already stabilized and submitted the Notice of Termination or where the SWPPP for the common plan of development was prepared under an old version of the Arizona Department of Environmental Quality Construction General Permit.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Storm Water Pollution Prevention Plan; Review of Completed Town Template and Inspection~~	~~$ 140.00~~	~~Per submittal~~	~~Includes first and second submittals. Additional submittals reviewed at rate of $70.00 per submittal.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Storm water Pollution Prevention Plan (SWPPP); review based on Town Template	$140	Per Plan	Applies to first 2 submittals and site inspection. Reviews after 2nd	

Engineering - Traffic				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			submittal are $40 per submittal. Includes two copies of template. May be used for a custom lot, single family residence that is part of a common plan of development in which the master developer has already stabilized and submitted the Notice of Termination or where the SWPPP for the common plan of development was prepared under an old version of the Arizona Department of Environmental Quality Construction General Permit.	
Storm Water Pollution Prevention Plan; Re-inspection	$ 50.00	Per inspection	~~First inspection included in plan review fee. Minimum one inspection per project.~~ Fee to reinspect after failed inspection	July 7, 2014 / Ordinance No. 2014.016

Engineering – Right of Way				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Right-of-Way Permit; Base Fee~~	~~$ 100.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Right-of-Way Permit; Traffic Control Plan Check Fee~~	~~$ 50.00~~	~~Per submittal~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Right-of-Way Permit; Haul Route Fee~~	~~$ 150.00~~	~~Per submittal~~	~~Applies if seven or more haul trucks are required on a project.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Right-of-Way Permit; Access Fee~~	~~$ 150.00~~	~~Per submittal~~	~~Not required if submitting construction plans or haul route. Only applied if applicant is accessing ROW and not performing construction.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Right of Way permit, base fee	$250	Per Permit	Includes basic ROW access, traffic control review, and/or hauling within ROW of 7 or more trucks. Town projects subject to provisions of Marana ORD 2016.002	
Right-of-Way Permit; Construction Plan Check Fee	2% cost of construction	Per submittal	~~Include exemption for when plans have been reviewed through DSC process. Fee not applicable if Town project~~Not applicable when plans are reviewed through the Development Services process. Town projects subject to provisions of Marana ORD 2016.002.	July 1, 2016 / Ordinance No. 2016.006
Right-of-Way Permit; Additional Extension Fee	$ 50.00	Per extension	~~First extension is free.~~ Applies to second extension and beyond	July 7, 2014 / Ordinance No. 2014.016
Right-of-Way Permit; Late Fee	See note	Per violation	Late fee is $1,500 plus double the permit fee. Applies when obtaining a right-of-way permit after work has already started	July 7, 2014 / Ordinance No. 2014.016

Engineering – Right of Way				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			or failure to obtain a right-of-way permit within two days after emergency right-of-way work is ~~completed~~ commenced.	
Right-of-Way Permit; Weekly Inspection Fee	Greater of 2% of construction cost or $200.00 per week	Per submittal	Calculated on construction in ROW costs, does not apply if no construction. Includes two inspections per week and close-out inspection (not applied to every permit). Town projects subject to provisions of Marana ORD 2016.002	July 7, 2014 / Ordinance No. 2014.016
Right of Way Abandonment - Legal Noticing	See Note	Per Notice	Fee is actual cost to applicant	July 1, 2016 / Ordinance No. 2016.006
Release of Easement - Legal Notice	See Note	Per Notice	Fee is actual cost to applicant	July 1, 2016 / Ordinance No. 2016.006
Release of No-Access Easement	$ 150.00	Per Easement		July 1, 2016 / Ordinance No. 2016.006
New Easements and/or dedications by separate instrument	See Note	Per easement or dedication	Fee is for dedications as a result of development and does not apply in cases where the Town requests ROW or easement absent of development. $350.00 for one easement and/or dedication (includes title review). $100.00 for each additional easement and/or dedication relating to the same property.	July 1, 2016 / Ordinance No. 2016.006
Dedication of right of way or easement by separate instrument-title report & closing fees	See Note	Per ROW/Easement	Fee is actual cost to applicant	July 1, 2016 / Ordinance No. 2016.006
Dedication of right of way or easement by separate instrument-surveyor fees	See Note	Per ROW/Easement	Fee is actual cost to applicant	July 1, 2016 / Ordinance No. 2016.006
Dedication of right of way or easement by separate instrument-appraisal fees	See Note	Per ROW/Easement	Fee is actual cost to applicant	July 1, 2016 / Ordinance No. 2016.006

Building Safety				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Re-inspection Fee	$ 75.00	Per inspection	Initial permit includes 1st and 2nd inspections.	July 7, 2014 / Ordinance No. 2014.016
Inspection After Normal Work Hours	$ 75.00	Per hour	$75 per hour with a minimum of two hours ($150).	July 7, 2014 / Ordinance No. 2014.016
~~Special Investigation or Special Final Inspections~~	~~$ 50.00~~	~~Per investigation or inspection~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Plan Review submittals after 2nd submittal and ~~Processing for~~ Revisions to Approved Plans~~; with No Additional Fee Items~~	$ 50.00	Per hour	Plan review fee will be charged $50 per hour to the nearest hour.	July 7, 2014 / Ordinance No. 2014.016
Expedited Building Plan Review	See note	Per submittal	Expedited Plan Review Option 1: Additional 50% of the submittal plan review fee (Plan Review Fee + additional 50% of plan review fee). Expedited fee will be paid in full at the time of submittal. The initial review of the submittal will be completed in half of the prescribed plan review timeframe. Expedited Plan Review Option 2: Additional 100% of the submittal plan review fee (Plan Review Fee + additional 100% of plan review fee). Expedited fee will be paid in full at the time of submittal. The review timeframe for this option will be mutually agreed upon by the applicant and the building official prior to granting status to the submittal. Both of the town's expedited plan review service options, require the completion and approval of the expedited review request form by the building official prior to granting status.	July 7, 2014 / Ordinance No. 2014.016
Manufactured Home or Factory-built Building	See note	Per submittal	Fee determined per State of Arizona schedule. IGA indicates base fee for the installation of a Manufactured Home $350. Factory-built Building permitting fees are charged per State requirements.	July 1, 2016 / Ordinance No. 2016.006

Building Safety				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Construction Trailers	$ 244.00	Per submittal	Flat fee	July 7, 2014 / Ordinance No. 2014.016
Demolition Permit	See note	Per permit	Fee is $50 per submittal, plus $50 per utility (electrical, gas, water, sewer). Individual permit required for each structure.	July 7, 2014 / Ordinance No. 2014.016
Prefabricated Spas and Above-ground Pools	$ 75.00	Per permit		July 7, 2014 / Ordinance No. 2014.016
~~Water Heater/Water Softener Install or Replacement (for electric, gas, and solar)~~	~~$ 50.00~~	~~Per permit~~	~~One time all-inclusive fee. Revision fees shall not apply to this permit.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Electrical Pedestal/Electrical Reconnect~~	~~$ 50.00~~	~~Per permit~~	~~One time all-inclusive fee. Revision fees shall not apply to this permit.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Single Family Residential A/C or Evaporative Cooler Replacement~~	~~$ 50.00~~	~~Per permit~~	~~One time all-inclusive fee. Revision fees shall not apply to this permit. Does not include multi-family housing developments.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Barbecue, Fireplace or Other Gas Appliance~~	~~$ 50.00~~	~~Per permit~~	~~One time all-inclusive fee. Revision fees shall not apply to this permit.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Photovoltaic System; Commercial	$ 750.00	Per permit	Includes multi-family developments.	July 7, 2014 / Ordinance No. 2014.016
Photovoltaic System; Single Family Residential	$ 150.00	Per permit		July 7, 2014 / Ordinance No. 2014.016
Photovoltaic System for pool heater; Commercial	Fee based on project valuation	Per permit	Includes structural review of loading on roof, backflow preventer and pump; Includes multi-family developments; Fee based on project valuation.	July 7, 2014 / Ordinance No. 2014.016
Photovoltaic System for pool heater; Residential	$ 50.00	Per permit	Includes structural review of loading on roof, backflow preventer and pump	July 7, 2014 / Ordinance No. 2014.016
Interior Water Re-pipe	$ 150.00	Per permit	Flat fee, only for like-for-like pipe sizing installation	July 7, 2014 / Ordinance No. 2014.016
Site or Plot Plan Review; ~~Approved Site Built Model~~ Custom Home or Model Plan	$ 100.00	Per permit	~~Inspection costs based upon full valuation~~	July 7, 2014 / Ordinance No. 2014.016
Consultant Plan Review Fees	See note	Per submittal	Fees determined per contract with Town.	July 7, 2014 / Ordinance No. 2014.016
Registered Plant Annual Permit; Less than 1,000,000 square feet	$ 700.00	Per permit		July 7, 2014 / Ordinance No. 2014.016
Registered Plant Annual Permit; Greater than 1,000,000 square feet	$ 1,400.00	Per permit		July 7, 2014 / Ordinance No. 2014.016
Deferred Building Permit Submittals	$200 ~~+ $4 scan fee~~	Per submittal	Does not apply to fire sprinkler systems, ventilation hoods, and fire alarms.	July 7, 2014 / Ordinance No. 2014.016
~~Additional Building Permit Submittals after the 2nd Submittal~~	~~$ 50.00~~	~~Per hour~~	~~Plan review fee will be charged $50~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Building Safety				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~per hour to the nearest hour~~	
Building Model Plan Renewal Fee	$ 50.00	Per hour	After initial 3 year timeframe, or at the Town's discretion. Plan review fee will be $50 per hour to the nearest hour.	July 7, 2014 / Ordinance No. 2014.016
Wayfinding Plate - Application Fee	$ 50.00	Each		July 7, 2014 / Ordinance No. 2014.016
Wayfinding Plate - Plate Fee	$ 600.00	Each	Fee includes a proration of the sign cost in addition to the plate cost.	July 7, 2014 / Ordinance No. 2014.016
Wayfinding Plate - Annual Renewal / Maintenance Fee	$ 50.00	Per year		July 7, 2014 / Ordinance No. 2014.016
~~Exterior Water Service Line for Single Family Resident~~	~~$ 50.00~~	~~Per Permit~~		~~July 1, 2016 / Ordinance No. 2016.006~~
Plan review fee for miscellaneous permits or occupancy compliance	50.00	Per Permit	One time all-inclusive fee including inspections and revisions. Does not apply to valuation based miscellaneous permits and/or permits separately identified in the fee schedule.	
Conversion; Garage to sales office	300.00	Per Permit		
Conversion; sales office to garage	150.00	Per Permit		

Building Safety – Other Services				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Inspections Outside Normal Business Hours (8:00 AM to 2:30 PM)~~	~~$ 65.00~~	~~Per hour~~	~~Two-hour minimum inspection time.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Copy of Development Submittal; 8.5" x 11" Document~~	~~$ 0.25~~	~~Per sheet~~	~~Does not apply to public records requests. Fee is applicable to development services customers for copies of their submittals only.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Copy of Development Submittal; 8.5" x 14" Document~~	~~$ 0.25~~	~~Per sheet~~	~~Does not apply to public records requests. Fee is applicable to development services customers for copies of their submittals only.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Copy of Development Submittal; 11" x 17" Document~~	~~$ 0.25~~	~~Per sheet~~	~~Does not apply to public records requests. Fee is applicable to development services customers for copies of their submittals only.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Copy of Development Submittal; 18" x 24" Document~~	~~$ 1.00~~	~~Per sheet~~	~~Does not apply to public records requests. Fee is applicable to development services customers for copies of their submittals only.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Copy of Development Submittal; 24" x 36" Document~~	~~$ 1.00~~	~~Per sheet~~	~~Does not apply to public records requests. Fee is applicable to development services customers for copies of their submittals only.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Copy of Development Submittal; Document Larger than 24" x 36"~~	~~$ 1.50~~	~~Per sheet~~	~~Does not apply to public records requests. Fee is applicable to development services customers for copies of their submittals only.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Legal				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Development Agreement Preparation Fee	$ 500.00	Per agreement	This is the proposed base fee. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial economic development benefits to the Town.	July 7, 2014 / Ordinance No. 2014.016
Development Agreement Supplemental Fee	$ 100.00	Per hour	Or actual fees and costs charged by outside counsel, if the Town determines outside counsel is needed for the particular agreement. This fee is in addition to the "Development agreement preparation fee," and is for time spent by attorneys beyond either (1) the first five hours of attorney time, if the agreement is being prepared by in-house attorneys, or (2) the first $500 of outside counsel fees and costs, if the agreement is being prepared by outside counsel. The Town Manager has the authority to waive this fee for agreements the Manager believes provide substantial economic development benefits to the Town.	July 7, 2014 / Ordinance No. 2014.016

Finance				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Surface Mining License	$ ~~10,000.00~~ 5,000.00	Per license	Non refundable	July 1, 2016 / Ordinance No. 2016.006
Business License; Full Year; Initial Fee	$ 50.00	Per license	$40.00 Refundable if license application is denied	July 1, 2016 / Ordinance No. 2016.006
Business License; Full Year; Annual Renewal Fee	$ 40.00	Per year	Non refundable	July 1, 2016 / Ordinance No. 2016.006
Business License; Temporary Business License; Short-Term Vendor (Events 10 consecutive days or less); Peddlers; Solicitors; Transient Merchants	$ 20.00	Per license	License available only for Peddlers, Solicitors, and Transient Merchants, License is valid for a maximum period of 10 days.	July 1, 2016 / Ordinance No. 2016.006
Business License; Sexually Oriented Business; Initial or Annual Renewal Fee	$ 500.00	Per license	Non refundable	July 1, 2016 / Ordinance No. 2016.006
Employee License; Sexually Oriented Business; Initial or Annual Renewal Fee	$ 50.00	Per license	$40.00 Refundable if license application is denied	July 1, 2016 / Ordinance No. 2016.006
~~Business License; Medical Marijuana Dispensary; Initial License~~	~~$ 50.00~~	~~Per license~~	~~$40.00 Refundable if license application is denied. If both uses are operated out of same location, both licenses are required.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Business License; Medical Marijuana Dispensary; Annual Renewal~~	~~$ 40.00~~	~~Per year~~	~~Non refundable~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Massage Establishment License; Application Fee	200.00	Per application	Non-refundable	July 7, 2014 / Ordinance No. 2014.016
Massage Establishment Manager License; Application Fee	$ 75.00	Per application	Non-refundable	July 7, 2014 / Ordinance No. 2014.016
Massage Establishment License; Full Year; Initial Fee	$ 100.00	Per license	Refundable if license application is denied	July 7, 2014 / Ordinance No. 2014.016
Massage Establishment Manager License; Full Year; Initial Fee	$ 50.00	Per license	Refundable if license application is denied	July 7, 2014 / Ordinance No. 2014.016
Massage Establishment License; Full Year; Annual Renewal Fee	$ 100.00	Per year	Non-refundable	July 1, 2016 / Ordinance No. 2016.006
Massage Establishment Manager License; Full Year; Annual Renewal Fee	$ 50.00	Per year	Non-refundable	July 1, 2016 / Ordinance No. 2016.006
Massage Establishment Location Change Application Fee	$ 25.00	Per application	Non-refundable	July 1, 2016 / Ordinance No. 2016.006
Cable Television Franchise License; Application Fee	$ 1,000.00	Per application	Non-refundable	July 1, 2016 / Ordinance No. 2016.006
Late License Renewal	Greater of $10.00 or 25% of annual license fee	Per late license renewal		July 7, 2014 / Ordinance No. 2014.016

Miscellaneous				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Miscellaneous Town Council Action~~	~~$ 250.00~~	~~Per submittal~~	~~For Planning/Zoning and developer generated real property rights~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Dog License Fees; Unaltered Dog; Standard Fee	$ 60.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Unaltered Dog; Senior/Disabled Fee	$ 17.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Altered Dog; Standard Fee	$ 15.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Altered Dog; Senior/Disabled Fee	$ 10.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Dog Declared Vicious, Destructive, and/or Dangerous	$ 100.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Duplicate License Fee	$ 10.00	Per license		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Delinquent Payment/Licensing Fee; Between 30 days and 1 Year After Due Date	$ 10.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Delinquent Payment/Licensing Fee; Between 1 Year and 2 Years After Due Date	$ 22.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; Delinquent Payment/Licensing Fee; More than 2 Years After Due Date	$ 36.00	Per animal		July 7, 2014 / Ordinance No. 2014.016
Dog License Fees; License Transfer Fee	$ 10.00	Per transfer		July 7, 2014 / Ordinance No. 2014.016
Notary Fee	$ 2.00	Per notary certification		July 7, 2014 / Ordinance No. 2014.016
~~Public Records Requests; 8.5" x 11" Copy; Black & White or Grayscale~~	~~$ 0.50~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 8.5" x 11" Copy; Color~~	~~$ 1.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 8.5" x 14" Copy; Black & White or Grayscale~~	~~$ 0.50~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 8.5" x 14" Copy; Color~~	~~$ 1.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 11" x 17" Copy; Black & White or Grayscale~~	~~$ 0.75~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 11" x 17" Copy; Color~~	~~$ 1.50~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 18" x 24" Copy; Black & White or Grayscale~~	~~$ 2.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 18" x 24" Copy; Color~~	~~$ 4.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 24" x 36" Copy; Black & White or Grayscale~~	~~$ 2.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Public Records Requests; 24" x 36" Copy; Color~~	~~$ 4.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Copy; Black & White or Grayscale; 8.5" x 11" - 11" x 17"	$ 0.50	Per sheet	Applies but not limited to Public Records Requests	
Copy; Color; 8.5" x 11" - 11" x 17"	$ 1.00	Per sheet	Applies but not limited to Public Records Requests	
Copy; Black & White or Grayscale; 18" x 24" - 24" x 36"	$ 2.00	Per sheet	Applies but not limited to Public Records Requests	
Copy; Color; 18" x 24" - 24" x 36"	$ 4.00	Per sheet	Applies but not limited to Public Records Requests	
~~Public Records Requests;~~ Copy; Document Larger than 24" x 36" Copy; Black & White or Grayscale	$ 3.00	Per sheet	Applies but not limited to Public Records Requests	July 7, 2014 / Ordinance No. 2014.016

Miscellaneous				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Public Records Requests~~Copy; Document Larger than 24" x 36" Copy; Color	$ 5.00	Per sheet	Applies but not limited to Public Records Requests	July 7, 2014 / Ordinance No. 2014.016
Public Records Requests; Documents Used for Commercial (for-profit) Purposes; Base Search Fee	$ 10.00	Per hour	Plus Commercial Value Fee.	July 7, 2014 / Ordinance No. 2014.016
~~Public Records Requests; Documents Used for Commercial (for-profit) Purposes; Commercial Value Fee~~	~~See note~~	~~Per request~~	~~Fee is the same as applicable rate for non-commercial public records requests, plus the current commercial value of the information as determined by the Town.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Files Sent Out for Copying/Scanning	See note	Per submittal	Fee is actual cost to Town.	July 7, 2014 / Ordinance No. 2014.016
Shipping/Mailing Services	See note	Per submittal	Fee is actual cost to Town.	July 7, 2014 / Ordinance No. 2014.016
Data CD and other external data formats	$ 10.00	Per disc	~~Plus document conversion fee.~~Any external data formats such as but not limited to Data CD, USB, etc.	July 7, 2014 / Ordinance No. 2014.016
~~Audio CD~~	~~$ 10.00~~	~~Per disc~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~DVD~~	~~$ 20.00~~	~~Per disc~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Facility Use; Council Chambers; Security Deposit	$ 500.00		If required by the Town based on nature of event, number of participants, and past use.	July 7, 2014 / Ordinance No. 2014.016
Facility Use; Conference Center; Security Deposit	$ 200.00		If required by the Town based on nature of event, number of participants, and past use.	July 7, 2014 / Ordinance No. 2014.016
Facility Use; Municipal Complex Atrium, Security Deposit	$ 500.00		If required by the Town based on nature of event, number of participants, and past use.	July 7, 2014 / Ordinance No. 2014.016
Facility Use; Marana Operations Center Community Room; Security Deposit	$ 50.00		If required by the Town based on nature of event, number of participants, and past use.	July 7, 2014 / Ordinance No. 2014.016

Miscellaneous				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Late Payment Fee	$ 15.00	Per late payment		July 7, 2014 / Ordinance No. 2014.016
Returned Check Fee	$ 25.00	Per returned check		July 7, 2014 / Ordinance No. 2014.016
Document Recording Fees	See note	Per recording	Fees determined per Pima or Pinal County schedule (as appropriate).	July 7, 2014 / Ordinance No. 2014.016
Document Conversion Fee	$ 4.00	Per submittal	Includes revisions and deferred submittals. Fee is in addition to permit base fees.	July 7, 2014 / Ordinance No. 2014.016
Online Returned Check Fee	$ 10.00	Per Violation	NSF (for online and phone check/savings transactions with insufficient funds)	July 6, 2015 / Ordinance No. 2015.012

Parks & Recreation				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Parks & Recreation Activity Registration or Facility Cancellation or Refund Administration Fee	10% of Refund Amount	Per cancellation or refund	Charged only when cancellation is due to fault of client prior to program start. If refunds are required & no fault of client - charge is waived.	July 1, 2016 / Ordinance No. 2016.006
Recreation Activity, Lesson or Special Interest Class Registration Fee	See note	Charged once per participant per activity.	Rates are set by Parks & Recreation Department according to program or activity. Fees may differ for residents and non-residents.	July 7, 2014 / Ordinance No. 2014.016
Non-Resident Fee	25% of established cost	Per class/program/lesson /facility rental.	This additional charge is applied to classes/lessons/programs where there is a limited number of participants.	July 1, 2016 / Ordinance No. 2016.006
Activity Registration Late Fee	25% of original fee	Per registration if an activity has a late registration.	If an activity has space available, a late (last minute) registration may be offered. The fee is determined based on the cost of the activity offered.	July 7, 2014 / Ordinance No. 2014.016
Late Payment Fee	$ 15.00	Per Late Payment	Payments are due within 30 days of issuing invoice. Late fee applies for each 30-day period an invoice remains unpaid.	July 1, 2016 / Ordinance No. 2016.006
~~Vendor Booth Application Fee Commercial Business~~	~~$ 75.00~~	~~Per event~~	~~Applies to events with park permit. To be used when a commercial business is conducting sales in the park.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Vendor Booth Application FeeNon-commercial Business or Non-Profit~~	~~$ 25.00~~	~~Per event~~	~~Applies to events with park permit. To be used when a non-commercial business or non-profit is conducting sales in the park.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Vendor Booth Canopy, Table and Chair Rental~~	~~$ 125.00~~	~~Per event~~	~~Applies only to Town Special Events.~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Parks & Recreation				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Vendor Electrical Fee	$ 25.00	Per application	Applies to events with park permit	July 7, 2014 / Ordinance No. 2014.016
~~Parade Entry Fee~~	~~$ 5.00~~	~~Per application~~	~~Applies to special events organized by Town.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Stage Rental~~	~~$ 400.00~~	~~Per event~~	~~An event is a maximum of three days, exclusive of set-up~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Security Deposit – Stage Rental~~	~~$ 500.00~~	~~Per rental~~	~~Refundable~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Town Parks Personnel Labor Rate	$ 30.00	Per hour	~~Required with stage rental – Town personnel must be present at all times during stage use~~ Generic use, if needed for support of private events in Town facilities.	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Transportation of Stage~~	~~$ 0.85~~	~~Per mile~~	~~Required with stage rental – Town personnel must transport stage to and from event~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Park Facility Rental; Ora Mae Harn; Event~~	~~$ 200.00~~	~~Per Day~~	~~Event Area includes Multi Purpose Field; Tennis Courts; Ramada 5, Ramada 4 & Pavilion)~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Park Facility Rental; Small Ramada~~	~~$ 10.00~~	~~Per hour~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Park Facility Rental; Large Ramada~~	~~$ 12.00~~	~~Per hour~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Park Facility Rental; Pavilion Ramada~~	~~$ 15.00~~	~~Per hour~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Park Facility Rental; Group Ramada~~	~~$ 30.00~~	~~Per hour~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Park Facility Rental; Festival Grass Area (Crossroads Park Only)~~	~~$ 5.00~~	~~Per hour~~	~~For grass area behind library has power, no lights~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Park Facility Rental; Crossroads Event Area (Crossroads Park Only)~~	~~$ 200.00~~	~~Per day~~	~~Event area includes entire area behind the Library (Ramada 5, Group Ramada, volleyball courts, Festival Grass Area, playground and horseshoe pit)~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court, and available tuff areas	$ 5.00	Per hour	For daytime field use before 5 PM.	July 7, 2014 / Ordinance No. 2014.016
Park Facility Rental; Multi-Purpose, Baseball, Softball Field, Basketball Court, Tennis Court or Volleyball Court (Premium Hour Fee)	$ 8.00	Per hour	For field use during premium hours after 5 PM.	July 7, 2014 / Ordinance No. 2014.016
~~Park Facility Rental; Heritage Farm Event Area~~	~~$ 200.00~~	~~Per day~~	~~Event area includes all three~~	~~July 7, 2014 / Ordinance No. 2014.016~~

Parks & Recreation				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			~~ramadas, display garden and silo.~~	
Park Facility Rental; Community Garden Plot	$ 24.00	Per plot/year	~~Community Garden Plots are 8'x40'. Agreement must be signed. Additional non-resident fees apply if applicable.~~ 8'x40' plot, Includes: self-watering garden beds, tools and programing access.	July 7, 2014 / Ordinance No. 2014.016
Refundable Deposit for Community Garden Plot	$ 50.00	Per plot	Refund returned at the end of agreement if in good standing.	July 7, 2014 / Ordinance No. 2014.016
Senior Program Membership Fee	$ 40.00	Per year		July 7, 2014 / Ordinance No. 2014.016
Senior Program 4 Month Membership Fee	$ 20.00	4 consecutive months	Seasonal rate for part-time visitors	July 7, 2014 / Ordinance No. 2014.016
Senior Membership Trial	Free	Per Trial Period	Valid for 5 single days of attendance to the Marana Senior Program. Expires 30 days from date of activation. Certain activities are subject to additional fees.	July 1, 2016 / Ordinance No. 2016.006
~~Senior Program Copy Fee~~	~~$ 0.25 black & white; $0.50 color~~	~~Per printed copy~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Lost Membership Card Fee	$ 5.00	Per lost card		July 7, 2014 / Ordinance No. 2014.016
~~Beer & Wine Permit~~	~~$ 25.00~~	~~Per permit per day~~	~~Beer and Wine only; spirits not allowed~~	~~July 1, 2016 / Ordinance No. 2016.006~~
~~Open Swim, Family Swim, Pool Pass, and Park Facility Pool Rental fees Eliminated effective 5/20/2014~~				~~July 7, 2014 / Ordinance No. 2014.016~~
Commercial Activity Permit Fee	$ 75.00	Per Permit	Upon approval, permits shall be issued per activity and shall be valid for up to 6 months.	July 1, 2016 / Ordinance No. 2016.006
Standard Ramada Rental (All Parks)	$12.00	Per Hour		
Standard Ramada Rental including Beer/Wine Permit (All Parks)	$17.00	Per Hour	Revise beer permits to an hourly rate and packages the	

Parks & Recreation				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			ramada rental and Beer Permit into one fee. Now available at all park ramadas	
Event Ramada Rental	$30.00	Per Hour	Updated fee description. Previously Group Ramada Rental	
Event Ramada Rental including Beer/Wine Permit	$35.00	Per Hour	Revise beer permits to an hourly rate and packages the group/event ramada rental and Beer Permit into one fee.	
Park Rental- Exclusive Use Bundle	$300.00	Per Date	Bundle Includes: Heritage, Crossroads or Ora Mae Event Space Reservation, Utilities, Event Application Fee, Beer & Wine Permit. (Additional fees for liquor license may apply).	

Police					
Fee/Description	Amount		Unit of Measure	Notes	Effective Date / Ordinance
Fingerprint Identification Card; Livescan Fee	$	10.00	Per card		July 7, 2014 / Ordinance No. 2014.016
					July 7, 2014 / Ordinance No. 2014.016
Towed Vehicle Release; Administration Fee	$	150.00	Per vehicle		July 7, 2014 / Ordinance No. 2014.016
Police Records; Photographs (printed)	$	2.00	Per photograph		July 7, 2014 / Ordinance No. 2014.016
Police Records; Photographs (digital, burned to CD)	$	10.00	Per CD	Digital conversion fee may apply if images have to be converted into a usable format.	July 7, 2014 / Ordinance No. 2014.016
Police Records; Digital conversion fee	$	4.00	Per folder/batch		July 7, 2014 / Ordinance No. 2014.016
					July 7, 2014 / Ordinance No. 2014.016
Police Records; In-car Videos, Audio Recordings	$	~~25.00~~ 10.00.	Per DVD/CD copy		July 7, 2014 / Ordinance No. 2014.016
Police Records; Transcription Service	$	2.00	Per page		July 7, 2014 / Ordinance No. 2014.016
Vehicle Storage Fee; Base Fee	$	25.00	Per vehicle	Applies to vehicles stored on Town property.	July 7, 2014 / Ordinance No. 2014.016
Vehicle Storage Fee; Daily Rate	$	10.00	Per day	Applies to vehicles stored on Town property. Fractions of a day are rounded up to the cost of a full day.	July 7, 2014 / Ordinance No. 2014.016
Extra-duty Police Services; Lieutenant; Hourly Rate	$	50.00	Per hour	Per extra-duty police services agreement. Applies to police services hired for private events.	July 7, 2014 / Ordinance No. 2014.016
Extra-duty Police Services; Sergeant; Hourly Rate	$	45.00	Per hour	Per extra-duty police services agreement. Applies to police services hired for private events.	July 7, 2014 / Ordinance No. 2014.016
Extra-duty Police Services; Officer; Hourly Rate	$	40.00	Per hour	Per extra-duty police services agreement. Applies to police services hired for private events.	July 7, 2014 / Ordinance No. 2014.016
Extra-duty Police Services; Dispatcher; Hourly Rate	$	30.00	Per hour	Per extra-duty police services agreement. Applies to police services hired for private events.	July 7, 2014 / Ordinance No. 2014.016
Extra-duty Police Services; Surcharge for 72 Hours or Less Advance Notice of Need for Police Services		See note	Per hour	Fee is $10.00 per hour for each type of police worker	July 7, 2014 / Ordinance No. 2014.016

Police				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			in addition to established hourly rates. Per extra-duty police services agreement. Applies to police services hired for private events.	
Extra-duty Police Services; Police Vehicles; Per Vehicle Daily Rate	$ 50.00	Per day	Per extra-duty police services agreement. Applies to police services hired for private events.	July 7, 2014 / Ordinance No. 2014.016

Technology Services				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Standard Printed or Plotted Map; 8.5" x 11" Color~~	~~$ 1.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Standard Printed or Plotted Map; 11" x 17" Color~~	~~$ 3.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Standard Printed or Plotted Map; 24" x 36" Color~~	~~$ 10.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Standard Printed or Plotted Map; 48" x 36" Color~~	~~$ 15.00~~	~~Per sheet~~		~~July 7, 2014 / Ordinance No. 2014.016~~

Water					
Fee/Description	Amount		Unit of Measure	Notes	Effective Date / Ordinance
Water Meter Monthly Base Rate; 5/8" and 3/4" Meter (effective April 1, 2014)	$	18.18	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate; 3/4" and 1" Fire Meter (effective April 1, 2014)	$	18.18	Per meter	Rate also applies to single family residences that could have been served by a 5/8" x 3/4" meter but for fire suppression facilities that make the larger meter necessary. Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate ; 1" Meter (effective April 1, 2014)	$	44.14	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate; 1.5" Meter (effective April 1, 2014)	$	48.08	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate; 2" Meter (effective April 1, 2014)	$	55.83	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate; 3" Meter (effective April 1, 2014)	$	75.30	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate; 4" Meter (effective April 1, 2014)	$	132.43	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate: 6" Meter (effective April 1, 2014)	$	262.26	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate: 8" Meter (effective April 1, 2014)	$	449.40	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate: 10" Meter (effective April 1, 2014)	$	674.10	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Meter Monthly Base Rate: 12" Meter (effective April 1, 2014)	$	1,067.33	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Standpipe Setup Fee (effective April 1, 2014)	$	35.00	Per standpipe		July 7, 2014 / Ordinance No. 2014.016
Water Use Charge; Standpipe/Hydrant Meters (Billed Monthly) (effective April 1, 2014)	$	4.12	Per 1,000 gallons	Hydrant meter minimum monthly fee is $65.00; Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Use Charge; Multi-family, Commercial, Industrial, Government and Irrigation Uses (Monthly) (effective April 1, 2014)	$	3.64	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Use Charge; Single Family Residences, Consumption between 0 and 10,000 gallons (Monthly) (effective April 1, 2014)	$	2.96	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016

Water					
Fee/Description	Amount		Unit of Measure	Notes	Effective Date / Ordinance
Water Use Charge; Single Family Residences, Consumption between 10,001 and 20,000 gallons (Monthly) (effective April 1, 2014)	$	4.12	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Use Charge; Single Family Residences, Consumption between 20,001 and 30,000 gallons (Monthly) (effective April 1, 2014)	$	5.36	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Use Charge; Single Family Residences, Consumption between 30,001 and 40,000 gallons (Monthly) (effective April 1, 2014)	$	6.61	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Use Charge; Single Family Residences, Consumption over 40,000 gallons (Monthly) (effective April 1, 2014)	$	9.50	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Groundwater Resource/Acquisition Fee (effective April 1, 2014)	$	0.48	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 5/8" x 3/4" Meter (effective April 1, 2014)	$	130.00	Per meter	Rate also applies to single family residences that could have been served by a 5/8" x 3/4" meter but for fire suppression facilities that make the larger meter necessary. Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 3/4" Meter		130.00	Per meter		July 6, 2015 / Ordinance No. 2015.012
Utilities New Service Refundable Deposit Fee; 1" Meter	$	337.50	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 1.5" Meter	$	650.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 2" Meter	$	1,040.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 3" Meter	$	1,950.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 4" Meter	$	3,250.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; 6" Meter	$	6,500.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; Residential Bulk Meter	$	50.00	Monthly	Standpipe account	July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; Commercial Bulk Meter	$	100.00	Monthly	Commercial standpipe account	July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Refundable Deposit Fee; Hydrant Meter	$	1,300.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Hydrant Setup Fee	$	225.00	Per hydrant		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 5/8" Meter	$	360.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 3/4" Meter	$	400.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 1" Meter	$	460.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 1.5" Meter	$	920.00	Per meter		July 7, 2014 / Ordinance No. 2014.016

Water				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
New Water Meter; 2" Meter	$ 1,840.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 3" Meter	$ 3,080.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 4" Meter	$ 4,800.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
New Water Meter; 6" Meter	$ 8,660.00	Per meter		July 7, 2014 / Ordinance No. 2014.016
Utilities Return Trip Charge	$ 52.50	Per return trip	For customers requiring miscellaneous trips by Utilities' personnel.	July 7, 2014 / Ordinance No. 2014.016
Utilities New Service Establishment Fee	$ 90.00	Per customer	Applies to new accounts established between the hours of 9:00 AM and 4:00 PM, Monday through Friday, with 24 hours notice. Does not apply to holidays.	July 7, 2014 / Ordinance No. 2014.016
Utilities Same Day New Service Establishment Fee	$ 142.50	Per customer	For customers who want water service transferred or turned on the same day they contact the Utilities department.	July 7, 2014 / Ordinance No. 2014.016
Utilities Potable Water Disconnect Fee	$ 52.50	Per disconnect	For customers who fail to keep account current within specified time frames.	July 7, 2014 / Ordinance No. 2014.016
Utilities Potable Water Reconnect Fee	$ 52.50	Per reconnect	For customers who desire to have potable water turned back on from disconnect. Customer must also make the account current on payments. Same conditions apply as with new service establishment fee.	July 7, 2014 / Ordinance No. 2014.016
Utilities After-hours Reconnect Fee	$ 160.00	Per customer	Only assessed if customer contacts and reconnect/work is done after-hours which is outside of typical business hours.	July 6, 2015 / Ordinance No. 2015.012
Customer-requested Meter Re-read	$ 35.00	Per re-read	Done one time per year as a courtesy. Each additional re-	July 6, 2015 / Ordinance No. 2015.012

Water				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			read subject to fee. Fee is refundable if meter is found to be inaccurate, defined as an error of greater than 3%	
General Service Inspection Fee	$ 35.00	Per hour	For miscellaneous inspection services and related work	July 7, 2014 / Ordinance No. 2014.016
Customer-requested Meter Test	$ 110.00	Per test	Done one time per year as a courtesy. Each additional re-read subject to fee. Fee is refundable if meter is found to be inaccurate, defined as an error of greater than 3%	July 6, 2015 / Ordinance No. 2015.012
Hydrant Meter Relocation	$ 120.00	Per hydrant		July 7, 2014 / Ordinance No. 2014.016
Standpipe Card Replacement Fee	$ 10.00	Per standpipe		July 7, 2014 / Ordinance No. 2014.016
Vacation Service Fee	$ 14.00	Per service	Fee assessed when a current customer requests to halt service billing cycle due to vacation or seasonal residence. Interruption good up to 6 months.	July 6, 2015 / Ordinance No. 2015.012
Industrial Wastewater Discharge Permit (Regular Use)	$ 75.00	Per permit	Initial fee and annual renewal. For wastewater discharge less than 25,000 per month (based on inspection and analysis)	July 7, 2014 / Ordinance No. 2014.016
Industrial Wastewater Discharge Permit (Significant Use)	$ 600.00	Per permit	Initial fee and annual renewal. For wastewater discharge greater than 25,000 per month (based on inspection and analysis)	July 7, 2014 / Ordinance No. 2014.016
Sewer Service Establishment Fee	$ 15.00	Per connection	Fee applies to non-Marana sewer customers. Pass through.	July 6, 2015 / Ordinance No. 2015.012
Sewer Capacity Assurance & Conveyance Modeling Review	$ $ 950.00	Per submittal	Fees may be higher depending on size of development and time needed to review. Fee is the	July 1, 2016 / Ordinance No. 2016.006

Water					
Fee/Description	Amount		Unit of Measure	Notes	Effective Date / Ordinance
				greater of $950 or the pass through of consultant fees.	
Wastewater Monthly Service Fee (effective April 1, 2014)	$	12.63	Per meter	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Wastewater Volume Charge (effective April 1, 2014)	$	4.71	Per 1,000 gallons	Per Ordinance No. 2014.005, effective April 1, 2014	July 7, 2014 / Ordinance No. 2014.016
Water Hydraulic Modeling Review	$	1,500.00	Per submittal	Fees may be higher depending on size of development and time needed to review. Fee is the greater of $1,500 or the pass through of consultant fees.	July 7, 2014 / Ordinance No. 2014.016
Replacement Backflow Permit Fee	$	35.00	Per permit		July 7, 2014 / Ordinance No. 2014.016
Miscellaneous Backflow Prevention and Cross-Connection Permit Fee	$	80.00	Per permit	Applies to any backflow prevention and cross-connection-related permit not covered under another fee.	July 7, 2014 / Ordinance No. 2014.016
~~Sanitary Sewer Flow Management Plan~~		~~See note~~	~~Per submittal~~	~~$100 per hour with a minimum of four hours ($400)~~	~~July 7, 2014 / Ordinance No. 2014.016~~
Utilities Preliminary Plat/Development Plan Review; Base Fee	$	200.00	Per submittal	A separate fee is required for each plan review type water or wastewater.	July 7, 2014 / Ordinance No. 2014.016
Additional Preliminary Plat/Development Plan Review Submittals After the 2nd Submittal (Water or Wastewater)	$	100.00	Per submittal	A separate fee is required for each plan review type water or wastewater.	July 7, 2014 / Ordinance No. 2014.016
Form A Permit - Marana Water; Base Fee	$	100.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Form A Permit - Marana Water; Construction Cost Fee		See note	Per submittal	Fee is the greater of $200 or 2.5% of the construction cost.	November 18, 2014 / Ordinance No. 2014.027
Form A Permit - Marana Water; Violation Fee		See note	Per violation	Fee is double the permit fee.	July 7, 2014 / Ordinance No. 2014.016
Non-Potable Disconnect Fee	$	52.50	Per disconnect	For customers who desire or require the backflow to be turned off and locked.	July 7, 2014 / Ordinance No. 2014.016

Water				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
Non-Potable Reconnect Fee	$ 52.50	Per reconnect	For customer who desires to have the non-potable water turned on from disconnect.	July 7, 2014 / Ordinance No. 2014.016
Form MS Permit - Marana Wastewater, Base Fee	$ 100.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Form MS Permit - Marana Wastewater, Construction Cost Fee	Minimum $1,000; see note	Per submittal	Fee is the greater of $1,000 or 2.5% of construction cost, includes flow management plan, submittal, inspections, etc..	July 7, 2014 / Ordinance No. 2014.016
~~House Connection Sewer (HCS) Tap of 12" or Smaller Diameter Pipe~~ Sanitary Sewer Tap	$ 125.00	Per tap	~~For independent taps not included with developments (Form MS Permit). Does not apply for taps included with developments.~~ Any connection to the sanitary sewer system that is not included with a development plan	July 7, 2014 / Ordinance No. 2014.016
~~Large Sanitary Sewer Tap (requires special approval)~~	~~$ 175.00~~	~~Per tap~~	~~For independent taps not included with developments (Form MS Permit). Does not apply for taps included with developments.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~Existing Manhole Tap~~	~~$ 175.00~~	~~Per manhole~~	~~For independent taps not included with developments (Form MS Permit). Does not apply for taps included with developments.~~	~~July 7, 2014 / Ordinance No. 2014.016~~
~~New Manhole Over Existing Sewer (without corrosion protection)~~	~~$ 225.00~~	~~Per manhole~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~New Manhole Over Existing Sewer (with corrosion protection)~~	~~$ 325.00~~	~~Per manhole~~		~~July 7, 2014 / Ordinance No. 2014.016~~
~~Manhole Frame and Cover Adjustments, Manhole Reconstruction, Manhole Coating~~	~~$ 175.00~~	~~Per manhole~~		~~July 7, 2014 / Ordinance No. 2014.016~~
Sewer Account Activation Fee	$10.00	per connection		
Review of Existing CCTV video for sewer connection locations	$88.00	per review		
Acquire CCTV video for connection location	$404.00	per review		
Public/Semi-Public Water System Plan Review; 1st sheet	$ 400.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Public/Semi-Public Water System Plan Review; subsequent sheets	$ 95.00	Per sheet	Excluding cover sheet, except in case of one-sheet	July 7, 2014 / Ordinance No. 2014.016

Water				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
			plans.	
Review of Plans for Wastewater Treatment Facilities; 1st sheet	$ 400.00	Per submittal		July 7, 2014 / Ordinance No. 2014.016
Review of Plans for Wastewater Treatment Facilities; subsequent sheets	$ 95.00	Per sheet	Excluding cover sheet, except in the case of one-sheet plans. Applies to 1st two submittals.	July 7, 2014 / Ordinance No. 2014.016
Form A Permit-Marana Water; Amendment	See Note	Per Amendment	Fee is 2.5% of the increased construction cost	July 1, 2016 / Ordinance No. 2016.006
Form MS Permit - Marana Wastewater; Amendment	See Note	Per Amendment	Fee is 2.5% of the increased construction cost	July 1, 2016 / Ordinance No. 2016.006

Special Events				
Fee/Description	Amount	Unit of Measure	Notes	Effective Date / Ordinance
~~Signature Event Vendor Fee - For Profit~~	~~$ 150.00~~	~~Per Event~~	~~Includes vendor space and electricity.~~	~~July 1, 2016 / Ordinance No. 2016.006~~
Signature Event Vendor Fee - For Profit	$100.00	Per Event	Includes electricity and cost for 10 day temporary business license	
Signature Event Vendor Fee - Nonprofit	$ 50.00	Per Event	Includes vendor space and electricity.	July 1, 2016 / Ordinance No. 2016.006
Community Event Vendor Fee (For profit and nonprofit)	$ 25.00	Per Event	Includes vendor space. No power provided.	July 1, 2016 / Ordinance No. 2016.006

Comprehensive Fee Schedule Mid-Year Update

Jamsheed Mehta
Deputy Town Manager

December 6, 2016

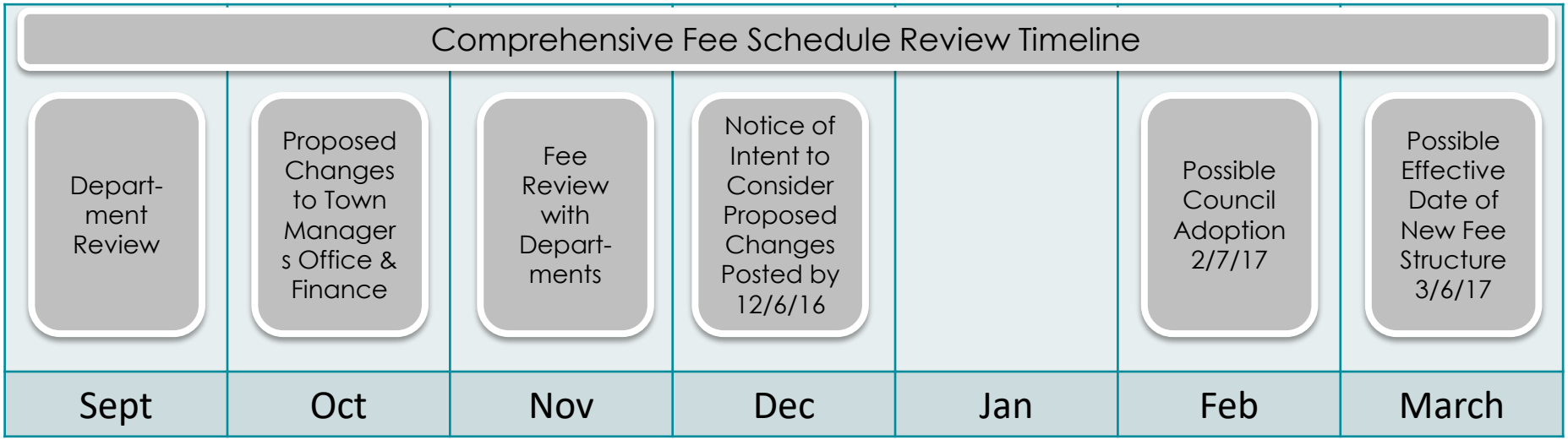
Comprehensive Fees

- Adopted annually since 2009
- General Goals
  - Deliver a new customer supportive Fee Schedule, highlighting the consumers experience
  - Ensure that fees reflect the value of services provided to customers
  - Eliminate inconsistencies and unused items within the existing comprehensive fee schedule

FY2017 Goals
Mid-Year Update

- Identify opportunities to streamline, package, and modernize the application and use our fees to encourage/facilitate development
- Standardize fees across all departments
- Ensure fees reflect the value of services provided to customers
- Charge fair and equitable fees to its customers

FY2017 Update Process



- Notice of intent to consider changes posted at least 60 days prior to meeting(ARS § 9-499.15)
- Outreach to SAHBA & MPA
  - Initial contact via letter
  - Follow-up contact, as required

Change Summary

- Number of Lines: from 535 to 350 (-35%)
- Consolidation: 170 fees replaced by 66 fees
- Fee Changes: 384
  - Added Fees – 71
  - Modification to Existing Fees – 24
  - Clarifications – 36
  - Increases – 1
  - Decreases – 5
  - Eliminated Fees – 247

What's New?
- Simplification

Example – Simplified Fee Schedule by Engineering Department Streamling and Improving Unit of Measure

Old Calculation Method (12 Lines)	Review of Grading Plans; 0-5 acres, base fee	$ 770.00	Per submittal	
	Review of Grading Plans; 0-5 acres; acreage fee	$ 25.00	Per acre	
	Review of Grading Plans; 5.01-20 acres; base fee	$ 800.00	Per submittal	
	Review of Grading Plans; 5.01-20 acres; acreage fee	$ 20.00	Per acre	
	Review of Grading Plans; 20.01-40 acres; base fee	$ 900.00	Per submittal	
	Review of Grading Plans; 20.01-40 acres; acreage fee	$ 15.00	Per acre	
	Review of Grading Plans; 40.01-100 acres; base fee	$ 1,010.00	Per submittal	
	Review of Grading Plans; 40.01-100 acres; acreage fee	$ 13.00	Per acre	
	Review of Grading Plans; Over 100 acres; base fee	$ 1,340.00	Per submittal	
	Review of Grading Plans; Over 100 acres; acreage fee	$ 10.00	Per acre	
	Additional Grading Plan Submittals after the 2nd Submittal	50% of original fee for applicable items	Per submittal	
	Revisions to Accepted Grading Plan	50% of original fee for applicable items	Per submittal	

New Calculation Method (1 Line)	Grading Plan Review	$400 + 95/Sheet	per plan	Applies to first 2 submittals. Reviews after 2nd submittal and reviews of revisions to accepted submittals are 30% of original fee per submittal.

What's New?

- Business Friendly Packages

- *Welcome to Marana* Business Package
  - Fee includes new business license, 1 banner sign permit and occupancy compliance inspection. ($100/Per submittal)

- Development Plan Package
  - Includes 1st & 2nd submittals. Reviews / revisions after 2nd submittal are each charged 30% of original fee; includes development plan, landscape plan, and improvement plan. ($3500 Base + $70 per acre/Per Submittal)

What's New?
- Small Business & Family-Friendly Packages

- Park Rental - Exclusive Use Bundle
  - At Heritage, Crossroads and Ora Mae parks. Includes event space reservation, utilities, beer & wine Permit. ($300/Per Day)

- Signature Event Vendor Fee - For Profit
  - Includes space, electricity and a 10-day temporary business license. ($100/Per Event)

Discussion