MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, April 4, 2017, 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 April 4, 2017, 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 electronic devices.

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

P1 A proclamation honoring the service of Marana Police Officer Robert "Bobby" Derfus (Jocelyn C. Bronson)

P2 Proclamation recognizing James Flores (Jocelyn C. Bronson)

P3 Proclaiming April 28, 2017 as Arbor Day (Jocelyn C. Bronson)

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

PRESENTATIONS

1 Relating to Community Engagement; presenting student reflections regarding the Marana 2.0 internship experiences with the Town of Marana (Jocelyn C. Bronson)

2 Relating to Water; presentation and discussion regarding a proposed Northwest Recharge, Recovery, and Delivery System (NWRRDS) intergovernmental agreement among the Town of Marana, the Metropolitan Domestic Water Improvement District (Metro Water), and the Town of Oro Valley (John Kmiec)

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. 2017-024: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County Community College District for the delivery of adult and youth programming at designated Town facilities (Cynthia Nemeth-Briehn)

C2 Resolution No. 2017-025: Relating to Development; approving a final plat for Camino de Oeste, Lots 1-144 and Common Areas 'A' & 'B', located a quarter mile north of Cortaro Farms Road, bordered by Hartman Lane and Camino de Oeste (Steve Cheslak)

C3 Resolution No. 2017-026: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)

C4 Resolution No. 2017-027: Relating to Police Department; approving and authorizing the Chief of Police to execute the Memorandum of Understanding between Pima County, the Marana Police Department, and other regional agencies for the U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Application (Libby Shelton)

C5 Resolution No. 2017-028: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a land/facility use agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the airport as an air tanker base for fire suppression activities during fire season (Jane Fairall)

C6 Approval of March 21, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 PUBLIC HEARING: Ordinance No. 2017.008; Relating to Development; approving a rezoning of approximately 34 acres of land located east of Twin Peaks Road and north of the Lambert Lane alignment from R-144 (Single-Family Residential) to R-6 (Single-Family Residential) (Brian D. Varney)

A2 Resolution No. 2017-029: Relating to Economic Development; extending and expanding the Marana Job Creation Incentive Program (Frank Cassidy)

A3 Resolution No. 2017-030: Relating to Purchasing; waiving bid procedures for the purchase of a used animal transport van and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process (Lisa Shafer)

ITEMS FOR DISCUSSION/POSSIBLE ACTION

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

EXECUTIVE SESSIONS

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

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

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 **P1**

Meeting Date: 04/04/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 4, 2017

Subject: A proclamation honoring the service of Marana Police Officer Robert "Bobby" Derfus (Jocelyn C. Bronson)

Attachments

Proclamation Robert Derfus

MARANA AZ
ESTABLISHED 1977

PROCLAMATION
Robert "Bobby" Derfus

WHEREAS Robert "Bobby" Derfus, affectionately known to his colleagues as the "Aflac Poster Child," will retire on April 14, 2017 after spending 20 years with the Marana Police Department and nine years with other Southern Arizona law enforcement organizations; and

WHEREAS during his 20-year career with Marana, Bobby has been a Field Training Officer, advisor for the Police Explorer Program, instructor for the Police Citizen's Academy, and the position for which he is most widely recognized, a K-9 handler, trainer and in 2000 a National Certifying K-9 Official; and

WHEREAS as a K-9 officer and trainer, Bobby led the training of K-9 officers for nine major Southern Arizona law enforcement agencies and assisted the DEA, ATF, the U.S. Marshall's Office with major drug seizures; and

WHEREAS in addition to these achievements, Bobby received the Department's Officer of the Year Award and Life-Saving Award in 2012 and the Chief Unit Citizen award in 2013. Bobby and his current and fourth K-9 partner, **Blesk**, who will be retiring with Bobby after spending 5 years as a dual-purpose K-9 in narcotics detection and apprehension, recovering over $100,000 in cash and large seizures of real property, have been nominated for an award from the local 88CRIME Board for exemplary service in the K-9 field; and

WHEREAS notwithstanding these considerable achievements and dedication to his career, we hope that Bobby leaves the Marana Police Department to spend more time with his family – wife, Yvette, daughters Mikkel and Brinn and son, Brandon, knowing that his experience, attitude and skills will rest in competent hands with those he has trained.

NOW, THEREFORE, the Mayor and Council of the Town of Marana, thank, commend and celebrate the *unparalleled service* provided by **Officer Robert "Bobby" Derfus** during his tenure with the Town of Marana Police Department.

Dated this 4th day of April, 2017.

Ed Honea

Ed Honea, Mayor

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **P2**

Meeting Date: 04/04/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 4, 2017

Subject: Proclamation recognizing James Flores (Jocelyn C. Bronson)

Attachments

Proclamation James Flores

MARANA AZ

PROCLAMATION
Honoring James Flores

WHEREAS James joined the Marana team on August 13, 2001 as a Right-of Way Inspector in Public Works; and

WHEREAS for the past 15 years James has been called upon to use his talent as a Right-of-Way Inspector and in his current position as a Construction Inspector in Public Works and in Engineering; and

WHEREAS James has been a long-time resident of Marana, and for many years has been active in the 4H community with his children; and

WHEREAS James is an avid hunter, fisherman, and horseman and looks forward to spending more time with his family; and

WHEREAS James will be remembered for his construction inspection talents and his willingness to help out on any project that served the best interests of the Town.

NOW, THEREFORE, the Mayor and Council of the Town of Marana recognize and thank **James Flores** for his dedication and service to the Marana community and wish him the best in the next chapter of his life.

Dated this 4th day of April, 2017.

Ed Honea

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

MARANA AZ ESTABLISHED 1977

Council-Regular Meeting **P3**

Meeting Date: 04/04/2017

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 4, 2017

Subject: Proclaiming April 28, 2017 as Arbor Day (Jocelyn C. Bronson)

Attachments

Proclamation Arbor Day 2017

MARANA AZ

PROCLAMATION
Arbor Day 2017

WHEREAS because trees can reduce the erosion of our precious topsoil, lower heating and cooling costs, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife, wood for homes, increase property values, and enhance the economic vitality of business areas and beautify communities, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS the holiday known as Arbor Day was first observed with the planting of more than one million trees in Nebraska and is now observed throughout the world; and

WHEREAS the Town of Marana has celebrated Arbor Day since 2006 with tree plantings involving volunteers, scouts and school groups; and

WHEREAS the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters, has sponsored Tree City USA; and

WHEREAS this year the Town of Marana will be recognized as a Tree City USA during the 2017 Arizona State Arbor Day Celebration held April 18 at the Capitol Museum, Historic Senate Chambers.

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

April 28, 2017 as Arbor Day

and urge all citizens to participate in the planting of trees that will occur at Ora Mae Harn Park as part of the Camping Under the Stars community event on April 22, honoring Arbor Day and Marana's national designation as a Tree City USA.

Dated this 4th day of April, 2017.

Ed Honea

ATTEST: Ed Honea, Mayor

Jocelyn C. Bronson

Jocelyn C. Bronson, Town Clerk

Council-Regular Meeting **1**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Jocelyn C. Bronson, Town Clerk

Date: April 4, 2017

Strategic Plan Focus Area:
Community

Subject: Relating to Community Engagement; presenting student reflections regarding the Marana 2.0 internship experiences with the Town of Marana (Jocelyn C. Bronson)

Discussion:

Three Marana 2.0 students - Alicia Sanchez, Hannah Green and Stephanie Spencer - will present an overview of the projects they have been working on over the past school year at Marana High School. These presentations will focus on interactions with their respective mentors, classmates and town staff.

The purpose of Marana 2.0 is to expose students at the high school level to local government and spur interest in public service.

Staff Recommendation:

Presentation only.

Suggested Motion:

Presentation only.

Attachments

No file(s) attached.

Council-Regular Meeting **2**

Meeting Date: 04/04/2017

To: Mayor and Council

From: John Kmiec, Utilities Director

Date: April 4, 2017

Strategic Plan Focus Area:
Community

Subject: Relating to Water; presentation and discussion regarding a proposed Northwest Recharge, Recovery, and Delivery System (NWRRDS) intergovernmental agreement among the Town of Marana, the Metropolitan Domestic Water Improvement District (Metro Water), and the Town of Oro Valley (John Kmiec)

Discussion:

Over the last 100 years, significant groundwater withdrawals in the Tucson Basin have caused regional water table elevations to drop significantly in most areas. Efforts in the past 30 years by the City of Tucson and other local water providers to import Colorado River water and reuse effluent resources have helped to halt, and in many areas reverse, the effects of over-pumping the local aquifer. Regional cooperation among local water providers to use renewable supplies has led to flattened or raised groundwater table elevations in most parts of the Tucson Basin.

However, the north area of the Tucson Basin remains depleted and continues to fall slowly -- the area bounded on the north by the base of the Tortolita Mountains, on the east by the Catalina Mountains and Canyon Del Oro wash, on the south by the Rillito River, and on the west by the north end of the Tucson Mountains. In this north area of the Tucson Basin, the Town of Marana, Metro Water, and the Town of Oro Valley currently withdraw water and are planning for further withdrawals.

These same three entities currently store water underground or utilize groundwater savings facilities in the north Marana area. To utilize this water, the three entities have developed the Northwest Recharge, Recovery, and Delivery System (NWRRDS) to transport water from north Marana to meet current and future water demands in the north area of the Tucson Basin. The NWRRDS will reduce groundwater withdrawals and allow for aquifer recovery.

The proposed NWRRDS IGA provides for the construction of a groundwater withdrawal wellfield, a large diameter pipeline, and a two million gallon capacity forebay reservoir. The

water source will be a combination of Marana Water wells located at the Marana Airport property (Marana's source water) and new constructed water wells located near the Avra Valley Recharge facility (Metro Water and Oro Valley's source water). The water from these wells will be transported easterly along Avra Valley Road and under I-10 and the Union Pacific railroad to the forebay reservoir to be located on a 22-acre parcel in the Cascada area. From this forebay reservoir, each entity will have its own booster station and delivery system into its respective water system.

Metro Water is the lead agency acquiring all property and easements associated with the NWRRDS project. The current draft NWRRDS IGA is included with the backup materials for this agenda item. The proposed NWRRDS IGA sets forth the activities and responsibilities of the three entities during planning, design, construction, operation and maintenance for the project for a period of 50 years, at which point it will need to be renewed.

The annual capacity of the NWRRDS project is 10,400 acre-feet per year. The proportionality of the three parties are as follows:

Metro Water: 4,000 acre-feet/year (38.5%)
Town of Oro Valley: 4,000 acre-feet/year (38.5%)
Town of Marana: 2,400 acre-feet/year (23%)

The NWRRDS IGA also sets forth the estimated costs for operational activities to deliver the water. Since Marana will be supplying its own water from its own well system, the costs for Marana will be based on maintenance of the pipeline, forebay, and water treatment needs only.

Within 30 days after adoption of the IGA by the three parties, the parties will set up a project-specific escrow account for the duration of the project where funds can be disbursed to the operational agency (Metro Water).

Financial Impact:

Fiscal Year:	FY17 through FY25
Budgeted Y/N:	Contingent
Amount:	$3.4M for IGA share; additional $2.1M for Marana-specific upgrades.

While this IGA was being developed, the parties to the January 2011 CAWCD Tucson Area Reliability Agreement met with CAWCD officials to propose using a portion of the remaining reliability funds for the NWRRDS project. A tentative amendment to the CAWCD Tucson Area Reliability Agreement is moving forward that would provide the Town of Marana approximately $550,000 of reliability funds towards the NWRRDS project.

The full funding for the NWRRDS project may come from a combination of two sources. Source one would acquire funding from a revised Cascada water service agreement. Source two could be

the Water Infrastructure Impact Fee for the Twin Peaks Benefit Area. These items are still being reviewed. A possible combination of both sources is possible.

Staff Recommendation:

At this time staff is preparing to bring this agreement back to Council for consideration and adoption on April 18, 2017.

Suggested Motion:

None at this time.

Attachments

NWRRDS IGA

NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM (NWRRDS)

INTERGOVERNMENTAL AGREEMENT

The Parties to this Northwest Recharge, Recovery, and Delivery System (NWRRDS) Intergovernmental Agreement ("Agreement") are the Metropolitan Domestic Water Improvement District, an Arizona domestic water improvement district ("MDWID"); the Town of Marana, an Arizona municipal corporation ("Marana"); and the Town of Oro Valley, an Arizona municipal corporation ("Oro Valley").

RECITALS

A. Each of the Parties has stored water underground or has utilized a groundwater savings facility for later recovery and use as provided by Arizona law.

B. Each Party desires to recover the water stored underground or credited through a groundwater savings facility and utilize that water as provided by Arizona law.

C. Each Party desires to work together with the other Parties in good faith to recover and deliver renewable water to foster water resource stability regionally and in each Party's respective service area.

D. To allow for the transportation and use of the recovered water, each of the Parties desires to participate in the design, construction, operation, and maintenance of the NWRRDS in the manner described in this Agreement.

E. MDWID has stored water underground at certain recharge facilities and desires to recover that water from recovery wells pursuant to Arizona law.

F. MDWID further desires to deliver the recovered water to the NWRRDS, which will transport the water to the Herb Johnson Reservoir, which will be MDWID's Point of Entry.

G. Marana desires to recover its water stored underground at the Lower Santa Cruz Replenishment Project or through a groundwater savings facility, deliver the recovered water through the Marana Airport water system to the NWRRDS, and transport its water to the Marana Water Service Area.

H. Oro Valley desires to recover the water stored underground at the Lower Santa Cruz Replenishment Project, the Avra Valley Recharge Project and the BKW Farms Ground Water Savings Facility, deliver the recovered water to the NWRRDS, and transport the water to the Oro Valley Water Service Area.

I. Pursuant to A.R.S. § 11-952, the Parties have the right to enter into agreements and contracts with other public agencies to further their common interests.

AGREEMENT

In consideration of the premises and mutual covenants and agreements herein set forth, the Parties agree as follows:

1. DEFINITIONS:

As used in this Agreement, the following terms, when capitalized, have the meanings indicated:

1.1. "ADWR"" means the Arizona Department of Water Resources.

1.2. "Allocated Capacity" means the amount of Operating Capacity in acre feet (AF) allocated to each Party as specifically set forth in Exhibit B.

1.3. "Annual Report" means a summary of all expenditures incurred throughout the year, a reconciliation based on each Party's usage and calendar year payments and the quantity of metered water delivered to each Party compared to the Party's requested annual delivery.

1.4. "Authorized Representative" means an individual, as set forth in Section 6.1, who will serve on the NWRRDS Committee and render decisions on behalf of a Party on matters, including, but not limited to, approval of contractual change orders, annual operating costs, annual delivery orders and any other matters that the NWRRDS Committee has authority to determine.

1.5. "Booster Station" means a facility located along the NWRRDS pipeline that will pump the water to allow the water to reach its higher elevation destination(s).

1.6. "Central Arizona Project" or "CAP" means the water delivery works of the CAP including, but not limited to, the CAP canal, its turnout structures, pumping plants, and associated measuring devices.

1.7. "Construction Insurance" means the insurance coverage applicable to Design and Construction Work for the NWRRDS, procured and maintained as provided in Section 15 and Exhibit D.

1.8. "Design and Construction Work" means all work associated with constructing, expanding or improving the NWRRDS, including but not limited to, all planning, engineering, design, permitting, construction, reconstruction, contract preparation, purchasing, supervision, inspection, accounting, software development and implementation, testing and start-up for the NWRRDS prior to the In-Service Date, and for cancellation of the NWRRDS if the Parties decide not to complete it.

1.9. "Design and Construction Costs" means the costs of performing Design and Construction Work, as described in Section 7.

1.10. "Force Majeure Event" means any event beyond the reasonable control of a Party, including but not limited to failure of or threatened failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority not a Party to this Agreement, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

1.11. "Herb Johnson Reservoir" means the 5,000,000 gallon reservoir owned by MDWID located near Shannon Road and Linda Vista Blvd.

1.12. "In-Service Date" means the date on which the Operating Agent determines the NWRRDS to be operational at its then current designed capacity.

1.13. "NWRRDS" or "Northwest Recharge, Recovery, and Delivery System" means the water delivery system, which is composed of, but not limited to, a pipeline, certain land rights, certain well sites, and the forebay site, all as described on Exhibit A.

1.14. "NWRRDS Committee" means a committee established pursuant to Section 6 of this Agreement.

1.15. "Operating Agent" means the Party responsible for the performance of Design and Construction Work and Operations and Maintenance Work in accordance with this Agreement.

1.16. "Operating Capacity" means the annual amount of water in AF that can be transported through the NWRRDS.

1.17. "Operating Insurance" means insurance coverage applicable to Operations and Maintenance Work for the NWRRDS, to be procured and maintained in accordance with Section 15 and Exhibit E.

1.18. "Operations and Maintenance Costs" means the costs of performing Operations and Maintenance Work as described in Sections 8 and 9 and Exhibit C.

1.19. "Operations and Maintenance Work" means the work occurring after the In-Service Date associated with operations and maintenance of the NWRRDS and administering the terms of this Agreement.

1.20. "Parties" shall mean collectively, MDWID, Marana, and Oro Valley. Each may be referred to as a "Party".

1.21. "Point of Entry" means the point where water transported through the NWRRDS exits the NWRRDS for delivery to the applicable Party in compliance with applicable drinking water standards. The Point of Entry for

each Party is located approximately fifty (50) feet south of the reservoirs and is specifically located at the valve downstream from the meter to measure deliveries to each Party, as described on Exhibit A.

1.22. "Source" means the point(s) where a Party's water is received by the NWRRDS for delivery to the Party's Point of Entry. The Source for each Party is set forth in Exhibit A.

1.23. "Third Party Liability" means any liability arising from a claim brought by a third party not a Party to this Agreement in relation to the Design and Construction Work, Operations and Maintenance Work, or the NWRRDS.

2. TERM AND WITHDRAWAL.

2.1. This Agreement shall become effective upon recordation with the Pima County Recorder ("Effective Date") and shall remain in effect through June30, 2075, unless earlier terminated in accordance with the terms of this Agreement. On or before June 30, 2070, the Parties shall commence negotiations in good faith to address the renewal of the Agreement.

2.2. The Parties may terminate this Agreement at any time by written agreement of all Parties.

2.3. Upon expiration or termination of this Agreement, ownership of the NWRRDS shall remain with MDWID. Each remaining Party shall share in all costs for decommissioning of the infrastructure not owned by MDWID and payment of any expenses remaining under this Agreement in proportion to the Party's Authorized Capacity percentages as set forth in Exhibit B.

2.4. Upon ninety (90) days' written notice, a Party may withdraw from this Agreement subject to the following and Sections 2.5 and 2.6.

2.4.1. Subsequent to a Party's withdrawal under this section, the remaining Parties shall have the option to assume the withdrawn Party's Allocated Capacity and future obligations related thereto (except as provided by Section 2.5) as agreed to by the Parties without compensation to the withdrawing Party; provided, that if the Parties cannot agree to a new allocation of the withdrawn Party's Allocated Capacity within thirty (30) days, the withdrawn Party's Allocated Capacity and future obligations shall be either re-allocated in the ratio of each remaining Party's Allocated Capacity in the NWRRDS to the sum of all the remaining Parties' Allocated Capacity in the NWRRDS or will not be allocated to any remaining Party, as determined by the NWRRDS Committee. Exhibit B shall be revised to reflect the effect of any withdrawal.

2.4.2. Notwithstanding anything to the contrary in this Agreement, (i) if a Party, at the sole discretion of the Party, withdraws from this Agreement prior to the award of construction contract for the Design and Construction

Work of the NWRRDS, the Party shall be responsible for any and all additional costs related to the revised and modified design of the NWRRDS to reflect the change in capacity and any other changes to the design made necessary at that time by the withdrawal; and (ii) if a Party withdraws from this Agreement after the award of construction contract for the Design and Construction Work of the NWRRDS, the withdrawing Party shall be responsible for its share of all Design and Construction Costs and other costs due from such Party prior to the effective date of the withdrawal regardless of its withdrawal from this Agreement.

2.5. Each Party shall remain bound by the terms and conditions set forth in Section 16.7 following either withdrawal from participation in or termination of this Agreement. This Section 2.5 shall survive expiration or termination of this Agreement.

2.6. A Party withdrawing from this Agreement pursuant to Section 2.4 shall be obligated to pay for its share of all costs due from such Party during the period in which it participated in this Agreement even if such costs or expenses are allocated after the effective date of the Party's withdrawal.

3. OWNERSHIP OF NORTHWEST RECHARGE, RECOVERY, AND DELIVERY SYSTEM

3.1. MDWID shall own all title, interest and rights to the Northwest Recharge, Recovery, and Delivery System, excluding each Party's contractual right to its Allocated Capacity in the NWRRDS and each Party's other rights and obligations in relation to the NWRRDS. The Allocated Capacity rights of Oro Valley and Marana are intangible assets with the ability to capitalize and depreciate independently by Oro Valley and Marana in accordance with the Government Accounting Standards Board at the time of the approval of this Agreement. MDWID will only capitalize and depreciate MDWID's contributed portion to the NWRRDS.

4. ALLOCATED CAPACITY

4.1. Each Party shall have the contractual right to its Allocated Capacity in the NWRRDS as set forth in Exhibit B. Exhibit B shall be revised by the Operating Agent to reflect any changes in Allocated Capacity during the term of this Agreement in accordance with the terms of this Agreement.

4.2. This Agreement entitles each Party to use certain segments of the NWRRDS based on proportional capacity as described further in Exhibit B at any time after the In-Service Date for receipt of water into the NWRRDS at the Party's Source and delivery from the NWRRDS at the Party's Point of Entry, subject to the conditions specified in this Agreement.

4.3. Subject to Sections 4.4, 4.5, 16.2 and 16.3 and the provisions of this Section 4.3, a Party may make available to a Party or non-party, a portion, or all, of its

Allocated Capacity; provided, that, if a Party withdraws from or otherwise ceases to be a Party to this Agreement for any reason, the lease or other conveyance shall also terminate. Any lease or other similar conveyance of a Party's Allocated Capacity shall include language making such agreement immediately terminate upon a Party's withdrawal or other termination of its participation under this Agreement.

4.4. Notwithstanding anything to the contrary in this Agreement, any lease or other similar conveyance shall be subject to the Party seeking to make all or part of its Allocated Capacity available to another party offering such capacity to the following parties in the following priority: (a) other Parties to this Agreement; (b) other local water providers in the Tucson metropolitan area; and (c) other third parties.

4.5. Any further sub-lease or other similar conveyance by a Party described in Subsection (b) or (c) of Section 4.4 shall be subject to prior approval by the NWRRDS Committee.

4.6. In the event of a conflict between the terms and conditions of a lease, assignment or conveyance of interest and this Agreement, this Agreement shall control.

4.7. The Parties are not obligated to use their Allocated Capacity, but must continue to pay the Base Usage Rate per acre foot of the parties Allocated Capacity as required under the agreed-upon methodology in Exhibit C even if the Party's Allocated Capacity is not used.

4.8. Each Party shall be responsible for the design, construction and maintenance of its own infrastructure after the Point of Entry, which is not part of the NWRRDS infrastructure required to deliver its water to its service area, including, but not limited to, all source delivery points and delivery systems.

5. OPERATING AGENT DUTIES

5.1. General Duties

5.1.1. The Operating Agent shall be MDWID; if MDWID assigns its rights in this Agreement to another entity (including ownership of the NWRRDS), the Operating Agent shall be determined by a vote of the remaining Parties and new assignees pursuant to Section 6.5 within thirty (30) days of the effective date of the assignment/transfer by MDWID. In the event that only one of the original Parties remain, then that remaining single party shall have first right of refusal to become the Operating Agent.

5.1.2. The Operating Agent shall administer and monitor the NWRRDS in accordance with all applicable laws. The Operating Agent shall conduct all duties under this Agreement in accordance with industry standards and shall provide to all Parties the information required under this Agreement in

accordance with the timeframes required under this Agreement and with such level of detail as to allow each Party to fulfill its obligations under this Agreement.

5.1.3. The Operating Agent shall act as agent for the Parties and on its own behalf to administer the Design and Construction Work as well as the Operations and Maintenance Work of the NWRRDS and perform other functions consistent with the purpose and terms of this Agreement not otherwise provided for herein. The Operating Agent shall perform its duties and responsibilities in accordance with Section 5.2 and 5.3 below (as applicable).

5.2. Design and Construction Work Duties

5.2.1. The Operating Agent, up to the Points of Entry, shall:

5.2.1.1. Complete all Design and Construction Work, including managing all bids and procurement in accordance with applicable law.

5.2.1.2. Obtain all permits, licenses, approvals, contracts and insurance as required to perform and complete all Design and Construction Work.

5.2.1.3. Manage the bidding process for all Design and Construction Work including the award of all Design and Construction Work.

5.2.1.4. Provide bidding and contract documents to the NWRRDS Committee for review.

5.2.1.4.1. Comments on the bidding and contract documents shall be discussed during regularly scheduled meetings during the design, construction, and operation of the NWRRDS and approved as set forth in Section 6.7.

5.2.1.5. Enter into and, following execution, administer all contracts associated with the NWRRDS (not including leases or other similar conveyances described in Section 4) subject to Section 6.7.

5.2.1.6. Approve change orders in accordance with this subsection.

5.2.1.6.1. All change orders shall be discussed during regularly scheduled meetings during the design, construction, and operation of the NWRRDS. The meetings shall be attended by a representative of each Party appointed by the Authorized Representative for that Party. The frequency of the meetings shall be determined by the representatives of the Parties.

5.2.1.6.2. The Operating Agent may authorize change orders if the increased cost of the change order is less than five percent (5%) of the total contract price.

5.2.1.6.3. If the increased cost of a change order (or design amendment) is greater than five percent (5%) of the total contract price, the Operating Agent, if feasible, shall provide notice of the change order to the other Parties in advance of the meeting where the change order will be considered. The Operating Agent shall authorize such change orders if the change order is approved by those representatives of the Parties in attendance at the meeting where the change order is considered (provided that a Party may provide written approval of or objection to the change order in lieu of attendance at the meeting).

5.2.1.6.4. Notwithstanding subsection 5.2.1.6.3, if the Operating Agent determines that a change order involves a safety issue, an emergency or that allowing time for consideration of the change order at a meeting would cause a significant increase in costs associated with the change order, the Operating Agent may authorize the change order prior to the meeting.

5.2.1.7. At each meeting of the NWRRDS Committee, supply the NWRRDS Committee with information on any matters which may substantially affect the design or construction of the NWRRDS.

5.2.1.8. Obtain and maintain all required regulatory permits and approvals.

5.2.1.9. Follow generally accepted accounting principles and standard engineering practices.

5.2.1.10. Prior to each construction phase of the NWRRDS, the Operating Agent shall provide a proposed budget for that phase to the other Parties. The budget shall include each Party's estimated share of the costs. Each budget shall be submitted to the NWRRDS Committee for approval.

5.2.2. The Operating Agent shall maintain records, documents, plans and information directly or indirectly pertinent to the performance of Design and Construction Work and Operations and Maintenance Work under this Agreement in accordance with applicable Arizona records retention schedules. The Parties shall have access to all records for the purpose of inspection, audit and copying during normal business hours for as long as the records are maintained.

5.2.3. Notwithstanding anything to the contrary in this Agreement, if the Operating Agent determines that any issue during the construction of the NWRRDS involves a safety issue or an emergency, as determined by the Operating Agent in its reasonable discretion, the Operating Agent may take

action to address such issue. Such action will be reported to the Authorized Representative for each Party in a timely manner.

5.2.4. The Parties agree that any development projects submitted for review within Marana or Oro Valley within the vicinity of proposed facilities or pipelines associated with the NWRRDS project will be provided to the Operating Agent for the purposes of identifying necessary easements or rights-of-way necessary to preserve and protect the NWRRDS project.

5.3. **OPERATIONS AND MAINTENANCE WORK DUTIES.**

5.3.1. The Operating Agent shall:

5.3.1.1. Once construction of the NWRRDS is complete and water deliveries commence, conduct all Operations and Maintenance Work in accordance with regulatory requirements, industry standards and the terms of this Agreement, subject to payment by the Parties.

5.3.1.2. Obtain all permits, licenses, approvals, contracts and insurance as required to perform and conduct all Operations and Maintenance Work.

5.3.1.3. Manage procurement and bids for the Operations and Maintenance Work in accordance with applicable law.

5.3.1.4. Provide administrative, technical, and ADEQ certified operational staff to the extent required to conduct operations of the NWRRDS.

5.3.1.5. Deliver each Party's water as described in Exhibit B in accordance with the operating procedures for the operations of the NWRRDS. However, any Party may request a change for operational reasons subject to agreement by the Operating Agent; provided that such change does not adversely impact other Parties to this Agreement. The Operating Agent shall have no responsibility to operate or maintain booster pump(s) owned or operated separately by a Party, other than to allow access to the NWRRDS of the applicable Party's water.

5.3.1.6. Provide cost and operational information to the NWRRDS Committee and/or any Party within ten (10) business days of a written request.

5.3.1.7. Conduct operations in accordance with all applicable federal, state and local regulatory requirements.

5.3.1.8. Provide each Party in a timely manner with water quality information to meet any ADEQ regulations and reporting in accordance with Section 13.2, and water accounting information to meet any required ADWR regulations and reporting in accordance with Section 12.8.

5.3.1.9. Prepare and revise necessary operating procedures for the operation of the NWRRDS.

5.3.2. The Operating Agent shall have the sole discretion in determining whether a curtailment or stoppage of water flows to the NWRRDS is required and/or made necessary by circumstances existing at any time (including, but not limited to, failure to meet primary drinking water quality standards, main breaks, and power outages). Operating Agent shall promptly notify each of the Parties of any curtailment or stoppage. Each Party will be responsible to provide the Operating Agent with up-to-date contact information for this notification.

6. NWRRDS COMMITTEE.

6.1. Upon the complete execution and recording of this Agreement, a committee will be formed known as the NWRRDS Committee. Each Party shall have one Authorized Representative to act as a member of the NWRRDS Committee. The Authorized Representatives of the Parties shall be as follows:

A. MDWID: General Manager of MDWID

B. Oro Valley: Director of Oro Valley Water Utility

C. Marana: Director of Town of Marana Water Department

Each Authorized Representative shall also designate an alternate ("Alternate Representative") to act in the absence of the Authorized Representative. In the event that a Party's Authorized Representative and Alternate Representative cannot attend a meeting of the NWRRDS Committee, the Authorized Representative of the Party may provide in writing the Party's proxy to another Party to this Agreement.

6.2. The chairman of the NWRRDS Committee shall be the Authorized Representative of the Operating Agent commencing on the Effective Date and continuing for three years after the In-Service Date. Thereafter, the position of chairman shall rotate on an annual basis in the order set forth above (i.e., Oro Valley, Marana, MDWID). The chairman shall be responsible for administrative functions of the meeting, but otherwise shall have the same rights and obligations of the other members of the NWRRDS Committee.

6.3. The NWRRDS Committee may, at its choosing, participate in the following:

6.3.1. Selection of the consultants for the Design and Construction Work.

6.3.2. Review of design prior to finalization for construction.

6.4. The Operating Agent shall provide for the time, place and manner in which the NWRRDS Committee will conduct its meetings. Prior to the In-Service Date, the NWRRDS Committee shall meet at least monthly unless otherwise agreed.. Following the In-Service Date, the NWRRDS Committee shall meet at least quarterly unless otherwise agreed by the NWRRDS Committee. Notwithstanding the foregoing, any Party may request a meeting of the NWRRDS Committee at any time.

6.5. Each Party shall give written notice to the other Parties of the name of its Alternate Representative within thirty (30) days after execution of this Agreement. Notice of any change of Authorized Representative or Alternate Representative shall be provided in writing to the other Parties in accordance with the notice provisions of this Agreement.

6.6. Unless otherwise specified in this Agreement, NWRRDS Committee decisions shall be by vote of the Parties; provided, that if a vote solely concerns a part of the NWRRDS for which a Party does not participate or contribute, the Party shall not be entitled to vote. Each Party to this Agreement shall have one vote. Decisions must be authorized by a majority of the Parties present at the time of the vote. Such majority shall be determined on the basis of the entire number of Parties and not by the number of Authorized Representatives (or Alternative Representatives) present at a particular meeting. In the case of a tie, there shall be no alteration to the status quo.

6.7. Among other items, the NWRRDS Committee shall be provided with the following information and will vote on:

6.7.1. The final design, specifications and bid documents for the construction of the NWRRDS.

6.7.2. Concurrence of the final bid for the construction of the NWRRDS prior to governing body of the Operating Agent awarding such work.

6.7.3. Annual Operations and Maintenance Costs for each Party calculated in accordance with Exhibit C.

6.7.4. Operating procedures prepared by Operating Agent (if any).

6.7.5. Other matters as set forth in this Agreement or as brought to the NWRRDS Committee by the Operating Agent.

6.8. Each year on or before January 1st, the Operating Agent shall provide the Parties with an annual operating plan with initial estimates of the Operations and Maintenance Costs for the following year and estimates of costs for the

Operations and Maintenance Work to be conducted during the following year. Within thirty (30) days of the submission of the plan, the NWRRDS Committee shall meet to vote on approval of the Operations and Maintenance Work set forth in the plan for the following year; provided, however, that no vote shall be required for Operations and Maintenance Work that must be completed in order to remain in compliance with any permits or other applicable laws, and the Operating Agent shall have the authority to take any such action that it reasonably determines is essential to maintaining compliance with such permit or law.

6.8.1. By March 31st (or other date determined by the NWRRDS Committee) of each year, the Operating Agent shall reconcile the Operations and Maintenance Costs for the prior calendar year and the NWRRDS Committee shall determine whether to refund any overpayment or bill the Parties for any underpayment.

6.9. The NWRRDS Committee will vote on any planned Operations and Maintenance Work exceeding a total of $50,000.00 in a calendar year that is not included in the annual Operations and Maintenance Work plan described in Section 6.8 above.

6.10. Notwithstanding the submission of information to the NWRRDS Committee and the right to vote in accordance with the sections of this Section 6 above, the Operating Agent shall retain sole responsibility and authority for decisions during the design and construction of the NWRRDS and operating and maintenance practices, including maintenance scheduling and the selection of periods when maintenance will be done.

6.11. Each year, the NWRRDS Committee shall estimate future deliveries for the next five (5) years. The Parties are not restricted to the deliveries in each 5-year plan, rather this conjunctive management activity will efficiently utilize NWRRDS capacity.

6.12. Notwithstanding the provisions of Section 6.6 regarding a majority vote, prior to the initial commencement of Design and Construction Work activities that would result in financial obligation by the Parties, the NWRRDS Committee shall vote on whether to commence such Design and Construction Work. This initial, one-time determination to commence Design and Construction Work activities that would result in a financial obligation by the Parties shall require a unanimous vote of the Parties.

6.13. The NWRRDS Committee shall have no authority to amend this Agreement and any amendment will require the approval of each of the governing bodies of the Parties.

7. DESIGN AND CONSTRUCTION COSTS

7.1. Design and Construction Costs shall consist of, but not be limited to, the following direct costs:

7.1.1. Costs of contracts entered into by the Operating Agent, for equipment, material, labor, services and studies performed in connection with Design and Construction Work.

7.1.2. Costs of structures and improvements, equipment, and temporary facilities for the NWRRDS.

7.1.3. Costs and expenses, including those of outside consultants and attorneys, incurred by the Operating Agent for acquiring construction and operating permits, design, certificates and licenses, for complying with environmental laws, rules and regulations, and the preparation of agreements relating to Design and Construction Work executed with entities other than the Parties hereto.

7.1.4. Costs of direct labor, materials, supplies, apparatus, initial spare parts, power, supporting information technology software, and water in connection with Design and Construction Work, including rental charges and specialty tools, machinery and equipment.

7.1.5. Costs of Construction Insurance.

7.1.6. Costs associated with any loss, damage or liability arising out of or caused by Design and Construction Work which are not satisfied by Construction Insurance.

7.1.7. All federal, state or local taxes of any character imposed upon Design and Construction Work.

7.1.8. Costs of work, services or expenses of Parties incurred in the performance of Design and Construction Work if requested, authorized or approved by the Operating Agent.

7.1.9. Costs of relocating existing facilities necessitated by Design and Construction Work.

7.1.10. Costs and expenses of enforcing or attempting to enforce the provisions of Construction Insurance policies, payment and performance bonds, contracts executed by Operating Agent and warranties applicable to the NWRRDS.

7.1.11. Costs and expenses associated with claims made by consultants or contractors.

7.2. Design and Construction Costs shall also include the following indirect costs incurred by the Operating Agent in performance of Design and Construction Work: fringe benefit costs for labor and additional equipment costs. An administrative fee will be calculated and applied to each invoice to allow the Operating Agent to recover the cost of preparing and splitting invoices, sending out monthly statements, and collecting payments for the total Design and Construction Costs.

8. OPERATIONS AND MAINTENANCE COSTS:

8.1. Except as set forth in Sections 8.3 and 8.4 below, to address Operations and Maintenance Costs, each Party will pay to MDWID a total usage rate (which may include a power charge if applicable to that Party) for each unit of water delivered from the Party's Source to the Party's Point of Entry. The total usage rate (which may include a power charge if applicable to that Party) will be calculated annually using the agreed-upon methodology as set forth in Exhibit C.

8.2. The Operating Agent shall provide, beginning with the year of the In-Service Date, the annual Operations and Maintenance Costs no later than January 1st of each year for the subsequent fiscal year; provided, however, that a pro-rated amount will be provided for the first partial year and the estimated amount will be provided within seventy-five (75) days of the In-Service Date.

8.3. For any Operations and Maintenance Costs approved in advance by the NWRRDS Committee for the subsequent fiscal year in accordance with Section 6.8, the Parties shall pay for such amounts directly in accordance with their allocation percentages as set forth in Exhibit B (provided that the work is for a portion of the NWRRDS utilized by a Party).

8.4. For any emergency/urgent Operations and Maintenance Costs on the NWRRDS in excess of $250,000, the Parties shall pay Operating Agent as described in Section 9.3.

8.5. The Operating Agent will be responsible for reading meters monthly, keeping a record of actual deliveries to each Party and reconciling the delivered quantity of water to the requested annual delivery by the individual Parties at the end of each calendar year. All associated costs for reading, testing, and replacement of the meters will be incorporated into the annual calculation of operation and maintenance costs. The initial base usage rate is set forth in Exhibit C.

9. PAYMENT:

9.1. Design and Construction Costs

9.1.1. Each Party shall pay its share of the Design and Construction Costs on the basis set forth in Exhibit B.

9.1.2. Within thirty (30) days of the Effective Date of this Agreement, each Party (other than MDWID) shall establish an escrow capital account (each, an "Escrow Capital Account") to address payment of each Party's share of the Design and Construction Costs. MDWID shall be a signatory on each Escrow Capital Account with authority to withdraw funds at its discretion. During design, each Escrow Capital Account shall maintain a balance sufficient to cover each Party's share of the design costs.

9.1.3. At least thirty (30) days prior to the commencement of a new construction or expansion phase for which a budget is provided and approved as set forth in Section 5.2.1.10, each Party shall establish a balance in its Escrow Capital Account at least equal to its estimated share of the Design and Construction Costs for the next construction or expansion phase and also sufficient to pay for all administrative fees of the Operating Agent for processing invoices and payments.

9.1.4. The Operating Agent shall pay Design and Construction Costs as they become due and shall draw from each Party's Escrow Capital Account funds to reimburse the Operating Agent for the Party's share of the Design and Construction Costs and Operating Agent's administrative fees.

9.1.5. The Operating Agent shall provide a monthly statement to each Party specifying expenditures for the prior month for that Party, and the distribution of these expenditures to each participating Party.

9.1.6. If a Party's Escrow Capital Account balance is insufficient to reimburse the Operating Agent for that Party's appropriate share of the Design and Construction Costs, the Operating Agent shall, in writing, notify the Party, and the Party shall, within three (3) calendar days, directly reimburse the Operating Agent any amount paid by the Operating Agent that exceeded the available funds in that Party's Escrow Capital Account. Amounts that are

owed shall accrue interest at the statutory interest rate set forth in A.R.S. § 44-1201.

9.1.7. Each Party shall pay one-third of the cost of software, software maintenance and support, staff time for accounts payable processing, accounts receivable invoicing, project accounting, tracking and recording, payment withdrawals, reporting, and ACH or Wire transfer.

9.2. Operations and Maintenance Costs.

9.2.1. Except for items set forth in Section 8.3 and 8.4, which shall be due and payable as described in those sections and below, Operating Agent shall bill Parties monthly in advance based upon the Parties' agreed upon delivery orders for the year divided by 12 months for Operations and Maintenance costs as described in Section 8. Payments shall be due thirty (30) days from the date of the invoice. Should there be variations between the annual delivery order and actual deliveries to a Party for any reason other than system interruption, the Party will pay for their agreed upon unit cost. If there is a variation between the annual delivery order and actual deliveries due to system interruption, the amount the Party shall pay for the annual delivery order will be reduced to the amount actually delivered. Adjustments for actual expenses incurred for each year shall be reflected in a subsequent invoice submitted after the final annual delivery.

9.2.2. Parties shall pay such costs to the Operating Agent within thirty (30) days of the date of invoice. Disputed or undisputed invoices which are not paid when due shall thereafter bear an interest charge at the statutory interest rate set forth in A.R.S. § 44-1201. Any payment received shall first be applied to any interest charges owed and then to any amounts owed.

9.2.3. In the event any portion of any invoice is disputed, the disputed amount shall be paid under protest when due and, if payment is so made, shall be accompanied by a written statement indicating the basis for the protest. If the Parties cannot resolve the dispute, any Party to the dispute may submit the dispute to resolution pursuant to Section 17.

9.2.4. If any amounts due for Operations and Maintenance Costs are not paid within 60 days of the date of invoice, Operating Agent may interrupt access of the defaulting Party's water to the NWRRDS until the payment is made.

9.3. For projects subject to Section 8.4 above, within thirty (30) days of a request by Operating Agent, each Party shall establish a balance in its Escrow Capital Account at least equal to its estimated share of the project subject to Section 8.4 and also a sufficient amount to pay for all administrative fees of the Operating Agent for processing invoices and payments.

9.4. Each Party shall be responsible for its own debt financing and debt service in relation to payments for its Allocated Capacity and other obligations under this Agreement. This Agreement will serve as the basis for each Party's ability to acquire financing in accordance with its contractual rights to capacity in the NWRRDS.

10. TRANSPORTATION OF WATER:

10.1. Each Party will have the authority to transport water in the volumes set forth in Exhibit B through the NWRRDS from that Party's Source to that Party's Point of Entry.

10.2. In consideration for the right to transport water as described in this Section 10 and the other considerations specified in this Agreement, each Party shall pay to MDWID the amounts described in Exhibit C and Sections 8 and 9.

11. DELIVERY; REDUCTION IN CAPACITY

11.1. Parties shall schedule delivery of water, under a baseload scenario and without peaking, to the NWRRDS with the Operating Agent prior to November 1 of each calendar year and in accordance with operating procedures to be established by the Operating Agent.

11.2. If the Operating Capacity of the NWRRDS is reduced for any reason, and the reduced capacity is insufficient to accommodate all of the needs of the Parties, then the reduced Operating Capacity will be reapportioned to the affected Parties based on the percentage of each Party's Allocated Capacity.

12. WATER MEASUREMENT, ACCOUNTING AND REPORTING:

12.1. The Operating Agent shall base its accounting for water delivered to the NWRRDS on actual measurements, subject to Sections 12.4 and 12.5 below.

12.2. The Operating Agent shall install and maintain a flow measurement system at each Party's Point of Entry.

12.3. All wells will be metered in accordance with ADWR requirements.

12.4. The Operating Agent shall determine system losses in the NWRRDS. Losses in the NWRRDS shall be calculated using generally accepted engineering practices.

12.5. If the flow measurement system becomes unusable for any reason, the Operating Agent will base its calculations of water entering the NWRRDS on the amount of water for delivery to the NWRRDS determined to be included in water measurements at other measuring points upstream of the NWRRDS during the period the NWRRDS flow measurement system was not usable. Marana will deliver water production measurements to the Operating Agent pursuant to a separate agreement.

12.6. The Operating Agent shall prepare a monthly water accounting report of water for each Party. The report shall include the daily amount of water received at the Party's Source(s) and the losses calculated as described in this Section.

12.7. The water accounting reports prepared pursuant to this Section shall be retained by the Operating Agent for at least three (3) years and be made available for Parties' inspection at least quarterly.

12.8. Each Party will be provided all ADWR water accounting information prior to February 28th of each year for the previous calendar year.

13. WATER QUALITY:

13.1. The Operating Agent will be responsible for compliance with all water quality regulations for the water delivered from the NWRRDS to each Party's designated Point of Entry.

13.2. The well owner will notify each Party's Operator in Direct Responsible Charge (Operator of Record) within 24 hours of any exceedance of a water quality standard at any of the wells delivering water to the NWRRDS.

13.3. Each Party waives any claim on its own behalf against the other Parties for water quality degradation arising from commingling of water. In no event shall the Operating Agent be liable for water quality degradation resulting from the transmission of water or other use of the NWRRDS.

13.4. All Parties will work together to address contaminants of emerging concern, and if a new regulation results in the NWRRDS water no longer meeting primary drinking water quality standards, the Parties will work in good faith to arrive at a solution to meet primary drinking water standards. If new treatment processes are required, the Parties will be responsible for paying proportional costs associated with the construction, operation, and maintenance of the treatment facility.

14. AUTHORIZATIONS AND APPROVALS:

14.1. Each Party shall be responsible for obtaining, at its own expense, any authorizations and approvals required for its participation in the construction, reconstruction, operation, maintenance or use of the NWRRDS or its performance under this Agreement, and each Party shall keep the Operating Agent and Parties informed of its applications therefor and authorizations issued in connection therewith.

14.2. A Party's failure to make sufficient appropriations to contribute its share of costs in accordance with this agreement will be treated as a notice of termination by that Party.

15. INSURANCE:

15.1. Unless otherwise specified by the NWRRDS Committee pursuant to Section 15.2, the Operating Agent shall require any party performing Design and Construction Work or Operations and Maintenance Work to procure and maintain in force during the performance of Design and Construction Work or Operations and Maintenance Work, as applicable, all required Construction Insurance or Operating Insurance as set forth in Exhibit D and Exhibit E, respectively. Any required general liability policy required hereunder shall name the Parties as additional insureds. Proof of insurance satisfactory to the Operating Agent shall be submitted to the Operating Agent before any Design and Construction Work or Operations and Maintenance Work commences.

15.2. The NWRRDS Committee may, at any time, increase the policy limits and/or determine appropriate deductibles or retentions. Action by the NWRRDS Committee shall be by vote in accordance with Section 5. In the event the NWRRDS Committee is unable to agree upon any insurance matters, the Operating Agent, pending the resolution of such disagreement, may procure or cause to be procured, such policies of insurance as in its best judgment are necessary and required to protect the Parties.

15.3. MDWID, as the owner of the NWRRDS, shall include each Party as an additional insured on MDWID's Risk Management insurance policy during the term of this Agreement.

16. LIABILITY:

16.1. Except as provided in this Section 16 and subject to any right of indemnification provided in this Agreement, the costs of discharging all Third Party Liability imposed upon one or more of the Parties, for which payment is not made by Construction Insurance, Operating Insurance, or other applicable insurance required by this Agreement, shall be allocated among the Parties pursuant to the allocations set forth in Exhibit B.

16.2. Any Party leasing or otherwise conveying an interest in its Allocated Capacity pursuant to Section 4.3 shall indemnify and hold harmless any Party not a party to the lease or other conveyance against any loss the non-contracting Party incurs as a result of complying with this Agreement in a manner that contradicts or conflicts with such lease or other conveyance.

16.3. Any Party leasing or otherwise conveying an interest in its Allocated Capacity shall:

16.3.1. Remain liable for any and all obligations under this Agreement.

16.3.2. Indemnify and hold harmless all other Parties for losses resulting from actions or inactions of the party to which the Allocated Capacity is leased or otherwise conveyed.

16.3.3. Only request delivery to the Party's established delivery point or to a location that is within the infrastructure that the Party participated on the cost-share.

16.4. The Operating Agent, in its reasonable discretion as described in Section 5.3.2., may curtail or stop water flows through the NWRRDS at any time and shall not be liable to any Party or lessee or any other third party for claims or damage resulting from its decision to curtail or stop water flows through the NWRRDS.

16.5. The Operating Agent shall not be responsible for or required to replace water lost, misdirected or otherwise failing to reach a Party's Point of Entry. Each Party shall share in any deficiency resulting from such lost or misdirected water in proportion to the amount of each Party's Allocated Capacity at the time the deficiency accrued.

16.6. In the event any third party institutes an action against any Party(s) for claims arising from the activities undertaken pursuant to this Agreement, the Parties named in the action shall meet to determine the procurement of legal counsel and the steps to take to defend against the action.

16.7. Any party withdrawing from this Agreement is responsible for financial impacts and damages attributable to its own conduct and actions even after the Party withdraws from the Agreement.

17. GOVERNING LAW; DISPUTES:

17.1. This Agreement shall be governed by the laws of the State of Arizona.

17.2. Any Party that brings a lawsuit against another Party or Parties for a dispute arising under this Agreement and that does not prevail, shall pay all fees and courts costs, including attorneys' fees, incurred by the other Party or Parties (as applicable) to this Agreement in that lawsuit.

18. ACTIONS PENDING RESOLUTION OF DISPUTES:

18.1. Pending the resolution of a dispute pursuant to Section 17, the Operating Agent shall proceed with Design and Construction Work and/or Operations and Maintenance Work in a manner consistent with this Agreement and generally accepted accounting and engineering practices, and all Parties shall make the payments required to perform such Design and Construction Work and/or Operations and Maintenance Work in accordance with this Agreement. Amounts paid by the Parties pursuant to this Section 18 during the pendency of such dispute shall not be subject to refund except upon a final determination that the expenditures were not made in a manner consistent with this Agreement and generally accepted accounting and engineering practice.

19. FORCE MAJEURE EVENT

19.1. No Party shall be considered in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay costs and expenses) when a failure of performance is due to a Force Majeure Event.

19.2. Any Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure Event shall give prompt written notice of such fact to the other Parties and shall exercise due diligence to overcome such Force Majeure Event.

20. BINDING OBLIGATIONS:

20.1. Except as described in Section 4.3, this Agreement may not be assigned or transferred by a Party, in whole or in part, without the prior consent of the other Parties. All of the obligations set forth in this Agreement shall bind the Parties and their successors and permitted assigns, and such obligations and all rights under this Agreement shall run with the Parties' interests in the NWRRDS.

21. NOTICES:

21.1. Except as set forth in Section 21.2, any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Town of Oro Valley Water Utility:

11000 N. La Canada Dr.

Oro Valley, AZ 85737

Attn: Director of Oro Valley Water Utility

Town of Marana:

Office of the Town Clerk

11555 W. Civic Center Dr.

Marana, AZ 85653

Attn: Director of Town of Marana Water Department

Metropolitan Domestic Water Improvement District:

6265 N La Canada Drive

Tucson Arizona, 85740

Attn: General Manager

21.2. Informal communications of a routine nature involving NWRRDS Committee matters shall be made in such manner as the NWRRDS Committee shall arrange.

21.3. Any Party may, at any time, by notice to all other Parties, designate different or additional persons or different addresses for the giving of notices hereunder.

22. RELATIONSHIPS OF PARTIES:

22.1. Nothing herein contained shall be construed to create an association, joint venture, trust, or partnership among the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement.

22.2. All rights of the Parties are several, not joint. No Party shall be under the control or direction of or shall be deemed to control another Party. Except as expressly provided in this Agreement, no Party shall have the right or power to bind another Party without its express written consent.

23. THIRD PARTY BENEFICIARIES:

23.1. This Agreement shall not be construed to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.

24. WAIVER:

24.1. The waiver by any Party hereto of any breach of any term, covenant or condition herein contained 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 herein contained.

25. HEADINGS:

25.1. Title and paragraph headings herein are for reference only and are not part of this Agreement.

26. ENTIRE AGREEMENT:

26.1. The terms, covenants and conditions of this Agreement constitute the entire Agreement among the Parties and no understandings or agreements not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by all of the Parties.

TOWN OF MARANA

Ed Honea, Mayor

Date:

ATTEST

Town Clerk

Date:

TOWN OF ORO VALLEY

Dr. Satish Hiremath, Mayor

Date:

ATTEST

Michael Standish, Town Clerk

Date:

METROPOLITIAN DOMESTIC WATER IMPROVEMENT DISTRICT

_____

Judy Scrivener,
Chair of the Board

Date:

ATTEST

_____

Clerk of the Board

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

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT:

_____
John Hinderaker
Legal Counsel

Date: _____

TOWN OF MARANA:

_____
Frank Cassidy
Town Attorney

Date: _____

TOWN OF ORO VALLEY:

_____
Tobin Sidles
Oro Valley Legal Services Director

Date: _____

EXHIBIT A

[MAPS OF SYSTEM]

System Overview

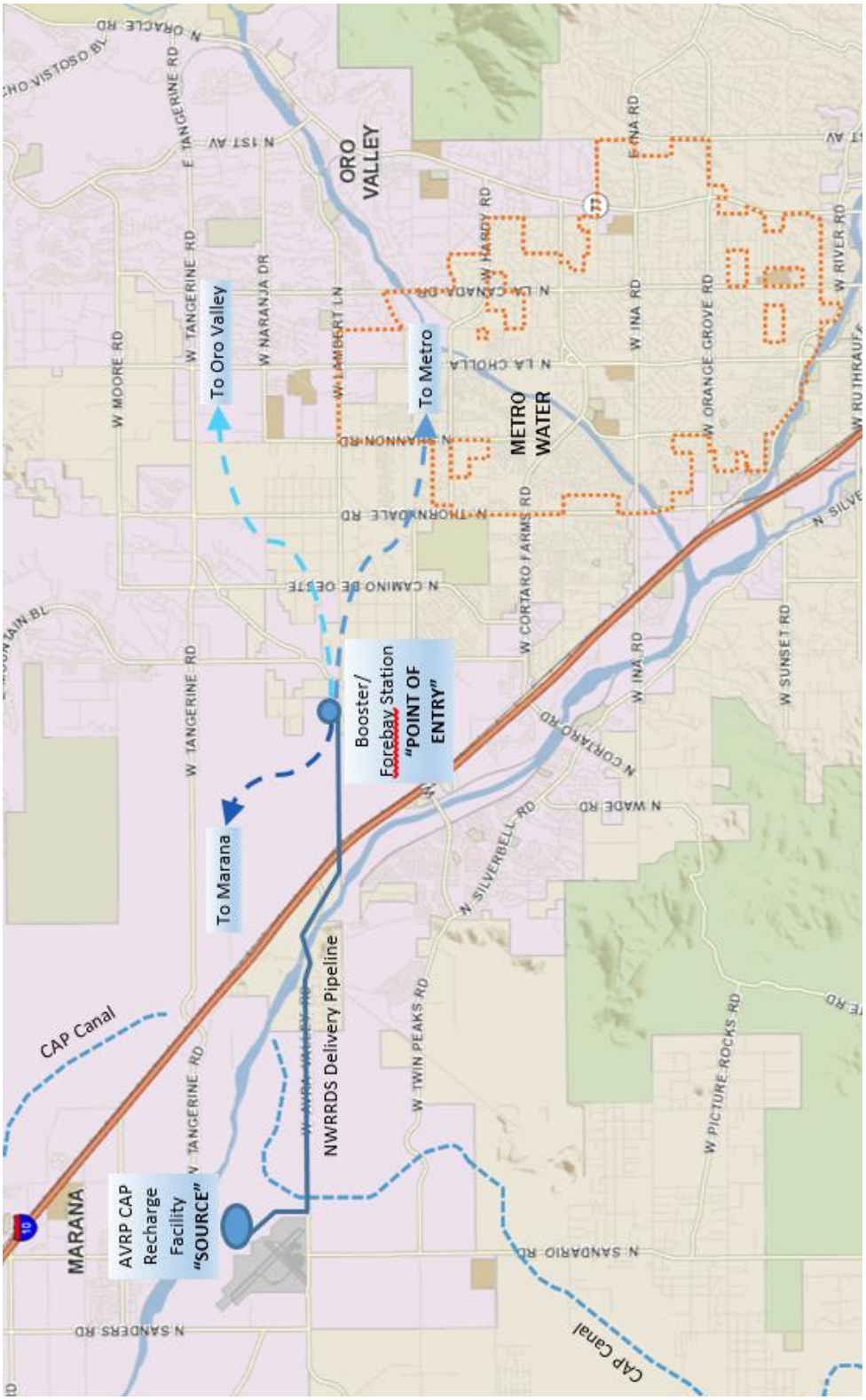

ORO VALLEY
METRO WATER
To Oro Valley
To Metro
To Marana
Booster/ Forebay Station "POINT OF ENTRY"
NWRRDS Delivery Pipeline
AVRP CAP Recharge Facility "SOURCE"
CAP Canal
MARANA
W TANGERINE RD
W MOORE RD
W NARANJA DR
W LAMBERT LN
W HARDY RD
W INA RD
W ORANGE GROVE RD
W RIVER RD
W CORTARO FARMS RD
W SUNSET RD
W TWIN PEAKS RD
W PICTURE ROCKS RD
N SILVERBELL RD
N WADE RD
N SANDARIO RD
N SANDERS RD

EXHIBIT A

[MAPS OF SYSTEM]

Preliminary Concept Site Layout

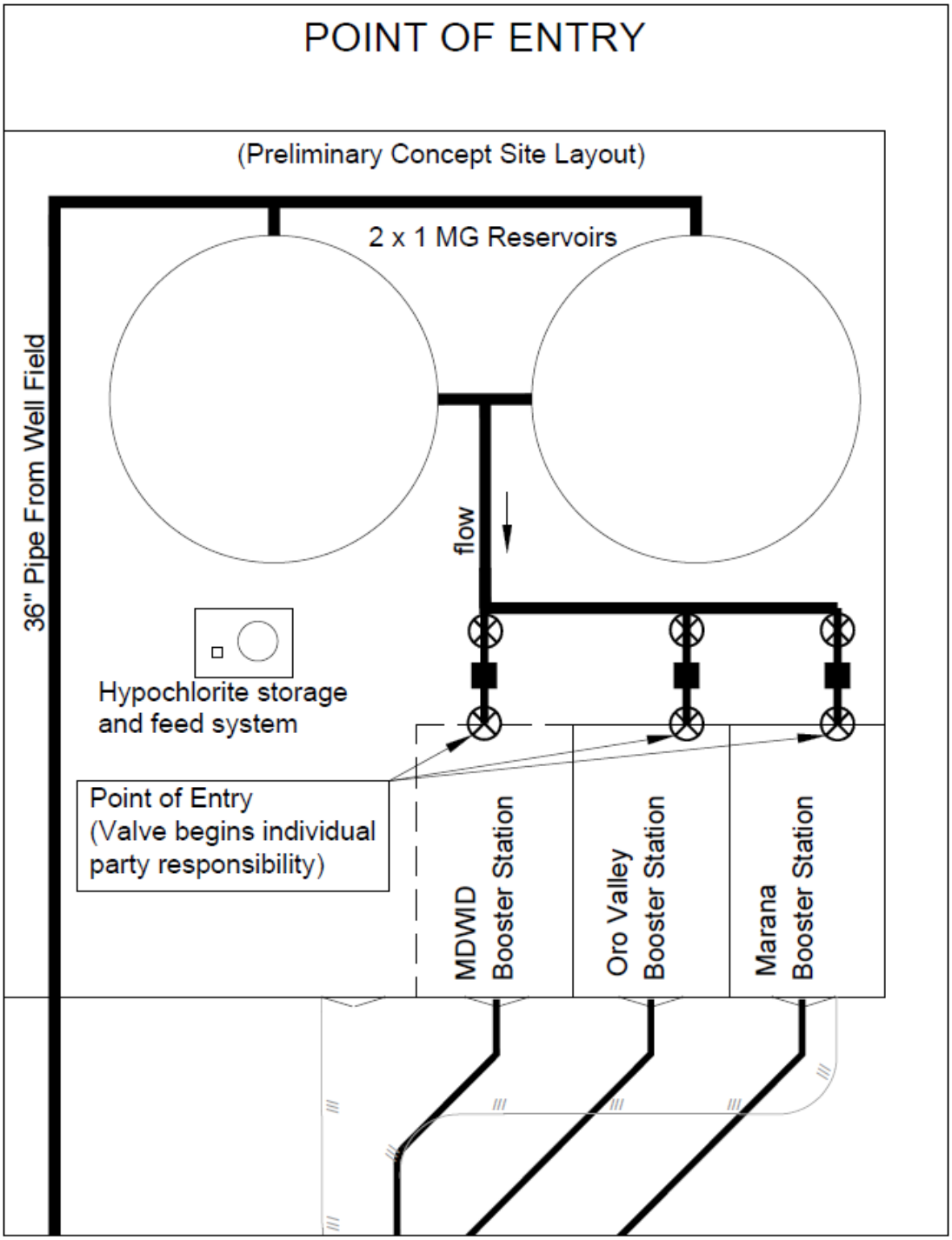


EXHIBIT B

[ALLOCATED CAPACITY]

Entity	Allocated Capacity (Acre-Feet per Year)	Allocated Capacity (Percentage of Total)
MDWID	4,000	38.46%
Oro Valley	4,000	38.46%
Marana	2,400	23.08%
Total	10,400	100%

EXHIBIT C

[SYSTEM AND DELIVERY CHARGES]

The unit delivery cost for delivery of recovered CAP water through the NWRRDS is estimated based on the 50-Year Operation, Maintenance, and Life Cycle Costs study (WestLand Resources, Inc., 2016).

Year 2025 NWRRDS Summary of Costs and Rates

	Description		Average Annual Oro Valley & MDWID	$/AF Oro Valley & MDWID		Average Annual Marana	$/AF Marana
	Estimated Fixed Maintenance Costs		$316,000			$295,000	
	Taxes (assumed at 4%)		$12,640			$11,800	
	Total		$328,640			$306,800	
	Allocation (AF)		10,400			10,400	
C.1	Base Usage Rate			$31.60			$29.50
C.2	Estimated Power Rate			$88.88			$0
C.3	Estimated Chemical Rate			$13.17			$13.17
	Total Usage Rate			$133.65			$42.67

C.1. Each Party will pay the Operating Agent a base rate for each unit of CAP water allocated to each Party, currently estimated at $31.60 per acre-foot (Oro Valley and MDWID) and $29.50 per acre-foot (Marana). This rate is established for base load capacity using the fixed annual maintenance costs as identified in the WestLand study, excluding electrical, chemical, and replacement costs (Oro Valley and MDWID) and excluding electrical, well maintenance, chemical, and replacement costs (Marana), divided by the total allocated capacity of 10,400 acre-feet per year.

C.2. Each Party (excluding Marana) will pay the Operating Agent a power charge for each acre-foot of CAP water delivered to the Point of Entry for each Party. The current power charge is estimated at $88.88 per acre-foot, and is included as a component of the total usage rate. The cost of energy supply is based upon the current rate agreement between TRICO Electric Cooperative, Inc. and MDWID divided by 8,000 acre-feet of allocated capacity per year. Power costs will be calculated annually.

C.3. Each party will pay the Operating Agent a chemical charge for each acre-foot of CAP water delivered to the Point of Entry for each Party. The current chemical charge is estimated at $13.17 per acre-foot, and is included as a component of the total usage rate. The cost of chemicals is estimated using the estimated annual cost of chemicals divided by the total allocated capacity of 10,400 acre-feet per year. Chemical costs will be calculated annually.

The Operating Agent will be responsible for reading the meter and billing the Parties for water delivered. Payments due will be invoiced monthly by the Operating Agent.

The methodology outlined in this Exhibit C will serve as the mechanism by which costs will be determined. Estimated annual costs will be updated in accordance with this Agreement.

EXHIBIT D

[CONSTRUCTION INSURANCE REQUIREMENTS]

D.1. General Terms. CONTRACTOR shall not commence work under the Construction Agreement until CONTRACTOR (i) has obtained at its expense all insurance required and (ii) has given Operating Agent a Certificate of Liability Insurance evidencing the type, amount, coverage, effective dates and dates of expiration of the required policies and identifying Parties as additional insureds, loss payees and certificate holders, as applicable. The insurance policies shall be issued by an insurance company acceptable to the Operating Agent and lawfully authorized to do business in the State of Arizona. All insurance policies required, other than Worker's Compensation and Employer's Liability, shall name all Parties as additional insureds and loss payees, as applicable, on a primary, non-contributory basis, irrespective of any such insurance that all Parties might carry on ~~its~~ their own behalf. All insurance policies required shall provide that the policies will not be subject to cancellation, termination or modification except after thirty (30) days prior written notice to the Operating Agent and shall provide for waiver of subrogation against all Parties. Such required coverage shall remain in effect until the later of (i) final payment for the work under the Construction Agreement or (ii) termination of the Construction Agreement.

D.2. Coverage. The CONTRACTOR shall purchase and maintain the following coverage during the term of the Construction Agreement:

D.2.1. Commercial General Liability for claims of damage for bodily injury, accidental death, property damage, premises/operations (including fire, theft, vandalism, falsework, temporary buildings and debris removal), explosion/collapse, independent contractors, products/completed operations, contractual liability, personal injury and advertising liability and underground special hazards (including (i) injury to or destruction of wire, conduits, gas, water and petroleum pipes, electric, telephone, telegraph and signal cables, sewers, drains or any apparatus in connection therewith or any other matter, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling or boring in streets or highways or otherwise; or injury to or destruction of property at any time resulting therefrom and (ii) liability arising out of collapse of or structural injury to any building, street or structure due to excavation, tunneling, pile driving, or coffeework, or moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof), on an occurrence basis with limits of liability not less than the following:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expenses (any one person)	$5,000

D.2.1.1. Automobile Liability for any Auto, Combined Single Limit (per occurrence) with $2,000,000 limits;

D.2.1.2. Worker's Compensation and Employer's Liability at the current Arizona statutory minimums;

D.2.1.3. Excess or Umbrella Liability Insurance. In the event CONTRACTOR does not have coverage with the above minimum limits, CONTRACTOR may obtain such coverage through an Excess or Umbrella Liability Policy.

EXHIBIT E

[OPERATING INSURANCE REQUIREMENTS]

E.1. General Terms. At all times during the Term, the Operating Agent shall obtain and maintain, or cause to be obtained and maintained, Operating Insurance and shall pay all premiums with respect thereto as the same become due and payable. The Operating Insurance shall be provided and remain in effect for the Operation Period in annually (or other) renewable periods.

E.2. Insurance Coverage. The Operating Agent shall obtain, pay for and maintain the insurance coverage listed below with respect to the performance of the Operation Services without any reimbursement obligation on the part of the Parties. The cost of the Operating Insurance is included in the base usage rate.

E.2.1. Commercial General Liability for claims of damage for bodily injury, accidental death, property damage, premises/operations (including fire, theft, vandalism, falsework, temporary buildings and debris removal), explosion/collapse, independent contractors, products/completed operations, contractual liability, personal injury and advertising liability and underground special hazards (including (i) injury to or destruction of wire, conduits, gas, water and petroleum pipes, electric, telephone, telegraph and signal cables, sewers, drains or any apparatus in connection therewith or any other matter, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling or boring in streets or highways or otherwise; or injury to or destruction of property at any time resulting therefrom and (ii) liability arising out of collapse of or structural injury to any building, street or structure due to excavation, tunneling, pile driving, or coffeework, or moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof), on an occurrence basis with limits of liability not less than the following:

General Aggregate	$2,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expenses (any one person)	$5,000

E.2.2. Automobile Liability for any Auto, Combined Single Limit (per occurrence) with $2,000,000 limits;

E.2.3. Worker's Compensation and Employer's Liability at the current Arizona statutory minimums;

E.2.4. Excess or Umbrella Liability Insurance. In the event Operating Agent does not have coverage with the above minimum limits, Operating Agent may obtain such coverage through an Excess or Umbrella Liability Policy.

E.2.5. Operating Agent-owned Equipment Insurance. Operating Agent-owned miscellaneous tools and equipment insurance covering physical damage to

owned, leased, rented, or borrowed equipment on the jobsite, including rental charges.

E.3. Additional Insureds. The Operating Agent shall name the Parties and their officers, officials, and employees, as additional insureds (the "Additional Insureds") on all policies required under Appendix E (other than with respect to the required workers' compensation and employer's liability coverage and Operating Agent-owned equipment insurance). The Operating Agent shall waive the subrogation rights of its various insurance carriers in favor of the Parties for all policies required under Section E.2 of this Appendix E.

E.4. Insurance Certificates. Insurance, and any renewal thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Operating Agent in accordance with Section 15 (Insurance) of this Agreement. The certificates of insurance shall provide for 60 days' written notice to the Operating Agent of cancellation, non-renewal or reduction in limits by the insurance company, except that 10 days' notice shall be provided in the event of nonpayment of premium.

E.5. Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insureds for payment of any premium or assessment and shall contain a severability of interest provision in regard to the Parties' liability policies.

E.6. Deductibles and Self Insurance Retentions. Any of the policies of Operating Insurance may provide that the amount payable in the event of any loss shall be reduced by a deductible amount to be paid by the Operating Agent, which shall not exceed $100,000 unless otherwise approved in writing by the Operating Agent. Alternatively, any of the policies of Operating Insurance may provide for a self-insured retention by the Operating Agent in an amount not to exceed $100,000 unless otherwise approved in writing by the Operating Agent. The Operating Agent shall be a co-insurer to the extent of the amount deducted from the insurance monies paid in the event of any loss, or the amount of any self-insured retention, and such deductible or self-insured retention amount shall be included as part of the insurance payment(s). Such deductibles and self-insured retentions shall be in accordance with those that are commercially available. The cost of the applied deductible or retention shall be paid by the Parties.

E.7. Specific Provisions for Commercial General Liability Insurance. Commercial general liability insurance, as required under subsection E.1.1 of this Appendix E, shall include premises-operations, blanket contractual, products, completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, broad form property damage including completed operations, and independent contractors coverages.

E.8. Specific Provisions for Workers' Compensation Coverage. Workers' compensation insurance shall be in accordance with the requirements of the laws of the State of Arizona, as amended from time to time. The required workers' compensation insurance shall include other states' coverage, voluntary compensation coverage, and federal longshoreman and harbor workers coverage.

E.9. Changes in Insurance Coverage. The Operating Agent shall use its best efforts to obtain such additional insurance as the Parties may request from time to time, and the costs of such additional insurance shall be a pass through cost to the Parties.

E.10. Qualifications of Insurers. The Operating Agent is required to obtain the insurance set forth herein with insurance companies that carry a Best's "A-VII" or equivalent rating. In addition, insurance may not be obtained or maintained with insurers that are prohibited from conducting business in the State of Arizona.

Council-Regular Meeting **C1**

Meeting Date: 04/04/2017

To: Mayor and Council

Submitted For: Cynthia Nemeth-Briehn, Parks & Recreation Director

From: D. Tyrell McGirt, Deputy Director

Date: April 4, 2017

Strategic Plan Focus Area:
Recreation

Strategic Plan Focus Area Additional Info:
Recreation: Seek partnerships with public and private entities to provide programs and enhanced services.
Recreation: Develop strategies to engage the full spectrum of citizens in recreational programming and activities.
Recreation: Identify strategies to enhance and expand youth programs and activities with the goal to attract families to the Marana community because of the reputation and service excellence provided by these programs.

Subject: Resolution No. 2017-024: Relating to Parks and Recreation; approving and authorizing the Mayor to execute an Intergovernmental Agreement between the Town of Marana and Pima County Community College District for the delivery of adult and youth programming at designated Town facilities (Cynthia Nemeth-Briehn)

Discussion:

The Town of Marana, through the Parks and Recreation Department, and Pima County Community College District wish to enter into an intergovernmental agreement for the purpose of delivering adult and youth enrichment, professional development, and workforce programming in classroom space at designated Town facilities. The Town of Marana Parks, Recreation, Trails, and Open Space 5 Year Master Plan Update and Strategic Plan from 2016 recommends the department seek partnerships to coordinate a diverse offering of programs and services throughout the community. The plan also suggests that as Marana grows in population, program offerings should also expand as feasible and be created to service all sectors of the population. Through this partnership, Marana Parks and Recreation is able to expand

its arts and culture, enrichment, leisure, and special interest offerings targeted at adult and youth. Additionally, this agreement allows the Town to invoice the College for each student enrollment at 25% of the published registration fee.

Staff Recommendation:

Staff recommends approval of the intergovernmental agreement between the Town of Marana and Pima County Community College District for the delivery of adult and youth programming in classroom space at designated Town facilities.

Suggested Motion:

I move to adopt Resolution No. 2017-024, approving and authorizing the Mayor to execute an intergovernmental agreement between the Town of Marana and Pima County Community College District for the delivery of adult and youth programming at designated Town facilities.

Attachments

Resolution No. 2017-024

Exhibit A - IGA

RESOLUTION NO. 2017-024

RELATING TO PARKS AND RECREATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MARANA AND PIMA COUNTY COMMUNITY COLLEGE DISTRICT FOR THE DELIVERY OF ADULT AND YOUTH PROGRAMMING AT DESIGNATED TOWN FACILITIES

WHEREAS the Town of Marana and Pima County Community College District ("College") have negotiated an intergovernmental agreement to provide adult and youth programming at designated Town facilities; and

WHEREAS the Town and the College may contract for services and enter into agreements with one another for joint and cooperative action pursuant to A.R.S. § 11-951, *et seq*.; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, that the Intergovernmental Agreement between the Town of Marana and Pima County Community College District for the delivery of adult and youth programming at designated Town facilities, attached to this resolution as Exhibit A, is hereby approved, and the Mayor is authorized to execute it for and on behalf of the Town of Marana.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Council-Regular Meeting **C2**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Steven Cheslak, Senior Planner

Date: April 4, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-025: Relating to Development; approving a final plat for Camino de Oeste, Lots 1-144 and Common Areas 'A' & 'B', located a quarter mile north of Cortaro Farms Road, bordered by Hartman Lane and Camino de Oeste (Steve Cheslak)

Discussion:

Summary of Application
EPS Group, Inc., representing Pulte Homes, is requesting approval of a final subdivision plat for PRV1612-001, Camino de Oeste, Lots 1-144 and Common Areas 'A' (Open Space) & 'B' (Natural Undisturbed Open Space). The Camino de Oeste subdivision is proposed as a single-family residential development consisting of 144 lots on approximately 72 acres of land located north of Cortaro Farms Road, extending from Hartman Lane to Camino de Oeste in Section 25, Township 12S, Range 12E.

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

The Planning Commission voted unanimously (6-0) in favor of recommending approval of the preliminary plat for Camino De Oeste at its September 28, 2016 meeting. The preliminary plat was then approved by the Town Council, by the adoption of Resolution 2016-010, on October 18, 2016.

Land Use

Development surrounding the Camino de Oeste project is predominantly residential with the planned residential DeAnza development located directly to the west. Neighboring the property's northern and eastern boundaries are the existing Countryside Terrace, Sunset Pointe, and Vista Oeste Estates residential subdivisions which are all located in Pima County. Adjacent to the property's western boundary is the planned DeAnza Specific Plan development and the existing Cortaro Ranch subdivision. Vacant land and existing homes on large lots are located directly south of the project site.

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

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

Access and Circulation

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

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

Infrastructure and Utilities
The subdivision is located within the Town of Marana water service area and the water supply is assured. The developer is responsible for the design and construction of all on-site and off-site water infrastructure required to serve potable water and fire protection to the development. A water service agreement, as well as plans for the water distribution system will be required prior to construction.

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

Staff Recommendation:

Staff recommends approval of PRV1612-001, a final plat for Camino de Oeste, Lots 1-44 and Common Areas 'A' and 'B'.

Suggested Motion:

I move to adopt Resolution No. 2017-025, approving a final plat for Camino de Oeste, Lots 1-44 and Common Areas 'A' and 'B'.

Attachments

Resolution No. 2017-025
Camino de Oeste Final Plat
Location Map
Application

MARANA RESOLUTION NO. 2017-025

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

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

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

WHEREAS, the Mayor and Town Council at the regularly scheduled meeting on April 4, 2017 determined that the final plat for Camino de Oeste Lots 1-144, and Common Areas "A" and "B", should be approved.

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

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

DEDICATION

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

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

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

LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTEE UNDER TRUST NUMBER 18300-T, AND NOT IN ITS CORPORATE CAPACITY.

BY_____
TRUST OFFICER

BENEFICIARY OF TRUST:
PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
3011 W INA ROAD, SUITE 115
TUCSON, AZ 85741

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

ON THIS ___ DAY OF _____, 20__ BEFORE ME PERSONALLY APPEARED JOYCE M. RODDA, WHO ACKNOWLEDGED TO BE THE TRUST OFFICER OF LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, TRUST No. 18300-T, AS TRUSTEE ONLY AND NOT OTHERWISE, AND BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN.

_____ _____
MY COMMISSION EXPIRES: NOTARY PUBLIC

ASSURANCES

ASSURANCES IN THE FORM OF A THIRD PARTY TRUST AGREEMENT, TRUST No. _____ FROM LANDMARK TITLE ASSURANCE AGENCY OF ARIZONA, LLC AS RECORDED IN SEQUENCE No. _____ IN THE OFFICE OF THE RECORDER OF PIMA COUNTY, ARIZONA HAVE BEEN PROVIDED TO GUARANTEE INSTALLATION OF REQUIRED STREET, SEWER, ELECTRIC, GAS AND WATER UTILITIES, DRAINAGE, FLOOD CONTROL AND OTHER SUBDIVISION IMPROVEMENTS MEETING ESTABLISHED MINIMUM STANDARDS OF DESIGN AND CONSTRUCTION.

_____ _____
TOWN OF MARANA DATE

ASSURED WATER SUPPLY

A CERTIFICATION OF ASSURED WATER SUPPLY HAS BEEN RECEIVED FROM THE DIRECTOR OF WATER RESOURCES.

_____ _____
MARANA WATER DIRECTOR DATE

RECORDING

STATE OF ARIZONA) FEE $_____
) SS
COUNTY OF PIMA) SEQUENCE No._____

THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF EPS GROUP, INC ON THIS _____ DAY OF _____, 20__, AT _____M. IN SEQUENCE NUMBER _____ THEREOF.

F. ANN RODRIGUEZ _____
PIMA COUNTY RECORDER BY DEPUTY

GENERAL NOTES

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

RESIDENTIAL DEVELOPMENT AREA	= 26.21 ACRES	(1,141,757.0 SF)	36.5%
COMMON AREA "A" (OPEN SPACE)	= 13.59 ACRES	(591,822.6 SF)	18.9%
COMMON AREA "B" (NATURAL UNDISTURBED OPEN SPACE)	= 25.01 ACRES	(1,089,443.3 SF)	34.8%
RIGHT-OF-WAY	= 7.06 ACRES	(307,569.5 SF)	9.8%

11. NO FURTHER SUBDIVIDING OR LOT SPLITTING SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE TOWN OF MARANA.
12. APPROVAL OF THIS PLAT DOES NOT AFFIRM, CERTIFY OR APPROVE ANY LAND DIVISION THAT MAY BE CONTRARY TO STATE LAW, NOR DOES IT CERTIFY THE EXISTENCE OF, OR COMPLIANCE WITH, ANY DEED RESTRICTIONS OR EASEMENTS.
13. OBJECTS AND MATERIALS WITHIN SIGHT VISIBILITY TRIANGLES SHALL BE PLACED SO AS NOT TO INTERFERE WITH A VISIBILITY PLANE DESCRIBED BY TWO HORIZONTAL LINES LOCATED 30 INCHES AND 72 INCHES ABOVE FINISH GRADE OF THE ROADWAY SURFACE, AND SHALL CONFORM TO SECTION 4.8 OF THE TOWN OF MARANA SUBDIVISION STREET STANDARDS.
14. THE PROFESSIONAL ENGINEER OF RECORD SHALL CERTIFY AS TO THE FORM, LINE, AND FUNCTION OF ALL PUBLIC AND PRIVATE ROADWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
15. ALL NEW AND EXISTING UTILITIES WITHIN OR CONTIGUOUS TO THE SITE SHALL BE PLACED UNDERGROUND EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 46 KV OR GREATER, AND THOSE LINES WHICH CAN BE SHOWN TO EXIST IN CURRENT OR FUTURE ELECTRICAL TRANSMISSION CORRIDORS.
16. INSTALLATION OF ITEMS SUCH AS LANDSCAPE, HARDSCAPE, IRRIGATION, DRAINAGE IMPROVEMENTS, SIGNAGE, MONUMENTATION, WALLS, ETC. WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL REQUIRE A LICENSE AGREEMENT FOR INSTALLATION, MAINTENANCE, AND INDEMNIFICATION. THIS DOCUMENT SHALL BE EXECUTED PRIOR TO FINAL APPROVAL OF LANDSCAPE PLANS OR IMPROVEMENT PLANS ALLOWING INSTALLATIONS WITHIN THE PUBLIC RIGHTS-OF-WAY.
17. THE AREA BETWEEN 100-YEAR FLOOD LIMITS REPRESENTS AN AREA THAT MAY BE SUBJECT TO FLOODING FORM A 100-YEAR FREQUENCY FLOOD AND ALL LAND IN THIS AREA WILL BE RESTRICTED TO USES THAT ARE COMPATIBLE WITH FLOODPLAIN MANAGEMENT AS APPROVED BY THE FLOODPLAIN ADMINISTRATOR.
18. ALL HOMES IN THE SUBDIVISION ARE RESTRICTED TO ONE STORY.
19. A 100% LAND COVERAGE SURVEY FOR THE SONORAN DESERT TORTOISE SHALL BE COMPLETED BY A QUALIFIED WILDLIFE BIOLOGIST, A MAXIMUM OF 30 DAYS BEFORE GRADING, AND THE FORM WILL BE SENT TO THE TOWN PRIOR TO ISSUANCE OF GRADING PERMIT.
20. NOTE THAT TWO COPIES OF A STORMWATER POLLUTION PREVENTION PLAN AND REVIEW FEES MUST BE SUBMITTED TO THE TOWN FOR APPROVAL PRIOR TO ISSUANCE OF A GRADING PERMIT.
21. IF AN EASEMENT WILL BE DEDICATED TO THE TOWN, A PHASE 1 ENVIRONMENTAL SITE ASSESSMENT MUST BE SUBMITTED THAT IS DATED NO MORE THAN 180 DAYS PRIOR TO DEDICATION OF THE EASEMENT.

APPROVALS

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

_____ _____
MARANA PLANNING DIRECTOR DATE

I, _____, CLERK OF THE TOWN OF MARANA, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA ON THE _____ DAY OF _____, 20__.

_____ _____
CLERK OF THE TOWN OF MARANA DATE

WASTEWATER

_____ _____
PIMA COUNTY REGIONAL WASTEWATER DATE
RECLAMATION DEPARTMENT

CERTIFICATIONS

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE AND MATERIAL ARE CORRECTLY SHOWN.

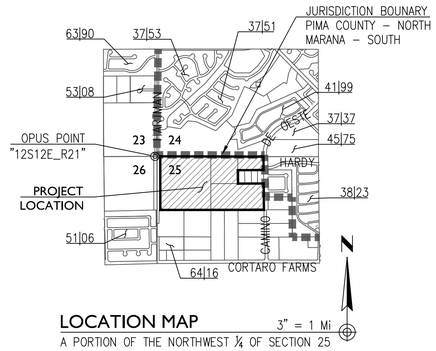
Richard B. Howell Jr. 03-23-2017
RICHARD B. HOWELL, JR. DATE
ASHBY SURVEYING & DRAFTING, INC.
RLS 21774

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

_____ 03-23-2017
JIANKANG WANG DATE
CMG DRAINAGE ENGINEERING, INC.
PE 43851

I HEREBY CERTIFY THAT THE INTERIOR SUBDIVISION GEOMETRY FOR THIS PLAT WAS PREPARED UNDER MY DIRECTION.

_____ 03-23-2017
GREGORY PAUL BENNETT DATE
EPS GROUP
PE 53192



LOCATION MAP

3" = 1 Mi

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

LEGEND

EXISTING		PROPOSED
	PROJECT BOUNDARY	
	RIGHT-OF-WAY CENTERLINE	
	RIGHT-OF-WAY	
	PROPERTY	
	EASEMENT	
	NO VEHICULAR ACCESS ESMT	
⊠ ○	SURVEY MONUMENT	▣ ●
	ACCESS CONTROL POINT	★

ABBREVIATIONS

CA	COMMON AREA	PG	PAGE
DKT	DOCKET	PUE	PUBLIC UTILITY EASEMENT
ESMT	EASEMENT	(R)	RADIAL
LS/RLS	REGISTERED LAND SURVEYOR	ROW	RIGHT-OF-WAY
M&P	MAPS AND PLATS	SF	SQUARE FEET

BASIS OF BEARINGS

THE REFERENCE MERIDIAN FOR THIS PROJECT IS GRID NORTH, ARIZONA STATE PLANE COORDINATE SYSTEM, NAD1983 (HARN92), CENTRAL ZONE. THE BASIS OF BEARINGS FOR THIS PROJECT IS THE GRID BEARING OF NORTH 00°37'23" WEST BETWEEN A FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE WEST ¼ CORNER OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, AND A FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE NORTHWEST CORNER OF SAID SECTION 25 AS SHOWN ON THE RECORD OF SURVEY OF SECTIONS 25 AND 26, TOWNSHIP 12 SOUTH, RANGE 12 EAST AND SECTION 30, TOWNSHIP 12 SOUTH, RANGE 13 EAST RECORDED IN BOOK 26 OF SURVEYS AT PAGE 62, RECORDS OF PIMA COUNTY, ARIZONA.

BASIS OF COORDINATES

THE ARIZONA STATE PLANE COORDINATES WERE SCALED TO CREATE A "MODIFIED" COORDINATE SYSTEM AT SURFACE VALUES. THE INVERSE OF THE COMBINED SCALE FACTOR, 0.999892269 (1/X = 1.000107743), WAS APPLIED AT THE FOUND TOWN OF MARANA 3" DIAMETER BRASS CAP SURVEY MONUMENT SET IN CONCRETE STAMPED "RLS 35235" MARKING THE WEST ¼ CORNER OF SECTION 25, TOWNSHIP 12 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, (THE ORIGINAL SURVEY MONUMENT MARKING THE WEST ¼ CORNER OF SECTION 25 WAS A 2" DIAMETER BRASS CAP SET IN CONCRETE AND WAS DESIGNATED PIMA ASSOCIATION OF GOVERNMENTS GEODETIC CONTROL POINT "6T21") TO PRODUCE THE FINAL SURFACE COORDINATES. THE COMBINED SCALE FACTOR WAS CALCULATED BY AVERAGING THE CALCULATED GRID DISTANCES VERSUS THE MEASURED GROUND DISTANCES BETWEEN PIMA DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINTS "12S12E_R21" AND "12S13E_R01" AND BETWEEN PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINTS "12S12E_R21" AND "12S12E_Q24".

BASIS OF ELEVATION

THE BASIS OF ELEVATIONS FOR THIS SURVEY IS NAVD1988. THE PRIMARY BENCHMARK IS PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINT "12S12E_R21" WHICH IS A FOUND #4 REBAR WITH BRASS TAG STAMPED "PCDOT GPS" ALONG WITH REFERENCE POINTS AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION GPS OCCUPATION SHEET FOR OPUS CONTROL POINT "12S12E_R21". THE ELEVATION IS 2223.62 FEET. A SECOND PIMA COUNTY DEPARTMENT OF TRANSPORTATION OPUS CONTROL POINT, "12S13E_R01" WHICH IS A FOUND CHISELED "X" CUT ON THE NORTH RIM OF A SEWER MANHOLE AS SHOWN ON THE PIMA COUNTY DEPARTMENT OF TRANSPORTATION GPS OCCUPATION SHEET FOR OPUS CONTROL POINT "12S13E_R01", WAS COLLECTED AS A VERTICAL CHECK POINT. THE MEASURED ELEVATION WAS 2315.59 FEET VERSUS THE PUBLISHED RECORD ELEVATION OF 2315.60 FEET.

REGISTERED LAND SURVEYOR CERTIFICATE NO. 21774 RICHARD B. HOWELL JR. 03-23-2017 SIGNED 3/31/2017 EXPIRES 3/31/2018

Professional Professional Engineer (Civil) CERTIFICATE NO. 43851 JIANKANG WANG 03/31/18 Date Signed ARIZONA, U.S.A. Expires 03/31/18

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

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

REF: PCZ1602-001, PRV1608-001

PRV1612-001

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

EPS Project No. 15-317 Date: 03/23/17

Scale: N/A
Contour Interval:

FP01

Sheet No.
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SEQUENCE NUMBER

SEQUENCE NUMBER

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

NORTHWEST CORNER SECTION 25
3" TOM BCSM

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

N89°41'20"E 80.00'

3" TOM BCSM
SET IN 3" PIPE

PIMA COUNTY
MARANA

N89°41'20"E 1240.79'

#5 REBAR
"LS 13189"

N89°42'21"E 1290.67'

NORTH ¼ CORNER SECTION 25
NOTHING FOUND

#4 REBAR
"RLS 19316"

660.34'

630.34'

0 100
Scale: 1"=100'

SEQUENCE NUMBER

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

APN 221-14-0100
DKT 11257, PG 2205

APN 221-14-002F
DKT 11257, PG 2207

APN 221-14-011B
DKT 11257, PG 2222
DKT 11538, PG 2589

APN 221-14-001A
DKT 12864, PG 2014

APN 221-06-0320
ZONING: F
UNSUBDIVIDED
(DE ANZA)

Hartman Lane

N0°37'34"W 1319.51'

N0°37'34"W 1319.50'

659.66'

N0°33'07"W 330.04'

N0°34'32"W 658.92'

S0°31'22"E 329.72'

S0°31'22"E 659.45'

S0°35'57"E 328.88'

S89°40'40"W 630.17'

N89°44'58"E 629.73'

APN 221-14-002L
ZONING: R-36
DKT 12575
PG 5861

APN 221-14-002K
ZONING: R-36
DKT 12369
PG 4040

APN 221-14-002M
ZONING: R-36
DKT 12801
PG 3823

APN 221-14-002N
ZONING: R-36
DKT 12761
PG 7525

#4 REBAR
"RLS 13178"

#4 REBAR
"RLS 19316"

N0°34'01"W 1319.33'

S89°38'28"W 660.43'

Big Ben Lane

Toronto Highlands Lane

Avenida Tierra Alta

Paytons Court

Paseo Rancho Acero

Cardinal Street

Galle Vista del Sur

Archer Avenue

Hardy Rd

Candleberry Way

Rosebay Dr

Camino de Oeste

SUNSET POINTE
ZONING: CR-4
BK 38, PG 23

VISTA OESTE
ZONING: CR-4
BK 45, PG 75

FOUND 2" BCSM
"RLS 14145"

PIMA COUNTY
MARANA

APN 221-13-0130
ZONING: R-144
DKT 7865, PG 905

3" TOM BCSM
IN HANDWELL

3" TOM BCSM
SET IN 3" PIPE

S89°40'53"W 1239.42'

1.5" ACP
"LS 7599"

S89°41'05"W 1289.66'

N0°37'23"W 2638.95'
BASIS OF BEARINGS
S0°37'12"E 1319.44'

APN 221-14-013B
ZONING: C
DKT 10076, PG 4405

APN 221-14-015A
ZONING: R-144
SEQ 20162560549

APN 221-14-007D
ZONING: R-144
DKT 12569, PG 2950
DKT 6493, PG 1036

APN 221-14-007E
ZONING: R-144
DKT 12576, PG 6207
DKT 11701, PG 2017

APN 221-14-006E
ZONING: R-144
DKT 13477, PG 3705

WEST ¼ CORNER SECTION 25
3" TOM BCSM

INTERIOR ¼ CORNER SECTION 25
3" TOM BCSM

Cortaro Farms Road
N89°40'13"E 2636.84'

REF: PCZ1602-001, PRV1608-001

PRV1612-001

Final Plat for
Camino De Oeste
Lots 1 - 144
and Common Areas "A" (Open Space) &
"B" (Natural Undisturbed Open Space)
Being a portion of the North½ of the Northwest¼ of Section 25,
T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

Scale:
Contour Interval:

FP02

Sheet No.
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Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
www.epsgroupinc.com

EPS Project No. 15-317 Date: 03/23/17

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21774
RICHARD B.
HOWELL JR.
ARIZONA, U.S.A.
Date signed: 3-23-2017
EXPIRES 3/31/2018

Registered Professional Engineer (Civil)
CERTIFICATE NO.
43851
JIANKANG
WANG
Date signed
ARIZONA, U.S.A.
Expires 03/31/18

Registered Professional Engineer (Civil)
CERTIFICATE NO.
53192
GREGORY PAUL
BENNETT
Date signed 3/24/2017
ARIZONA, U.S.A.
Expires 03/31/18

Mar 23, 2017 8:51am U:\Projects\2015\15-317\Land\Plans\FP\15-317_FP02.dwg

PIMA COUNTY
MARANA

10' ELECTRIC & COMMUNICATION EASEMENT
DKT 6137, PG 983 & DKT 6266, PG 846
TO BE ABANDONED BY SEPARATE INSTRUMENT
RECORDED AT SEQUENCE
#_____

CA "B"
639246.9 SF

75' EROSION HAZARD SETBACK

CA "A"
112254.2 SF

CA "A"
409440.6 SF

CA "B"
158402.9 SF

CA "A"
42815.1 SF

CA "A"
1405.2 SF

Hartman Lane
(PUBLIC STREET)

Avenida Tierra Alta
(NEW PUBLIC STREET DEDICATED BY THIS PLAT)

Big Ben Lane
(NEW PUBLIC STREET DEDICATED BY THIS PLAT)

SEE SHEET 4

SEE SHEET 6

1 7240.1 SF
2 7403.7 SF
3 8082.5 SF
4 8082.5 SF
5 8082.5 SF
6 9154.9 SF
7 7604.7 SF
8 7620.0 SF
9 7620.0 SF
10 8037.3 SF
11 8061.4 SF
12 8053.5 SF
13 7654.2 SF
137 7320.0 SF
138 7320.0 SF
139 7320.0 SF
140 7320.0 SF
141 7518.0 SF
142 8707.8 SF
143 8707.8 SF
144 8707.8 SF
18 9057.3 SF
19 8486.7
97 6100.0 SF
98 6100.0 SF

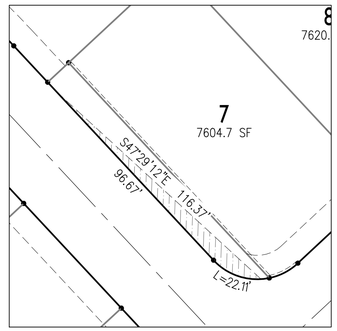
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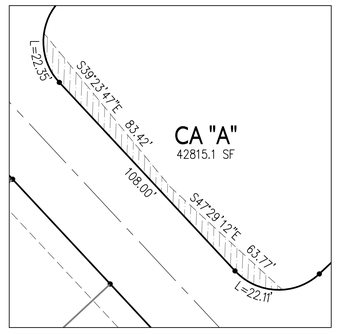
HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 20' SEWER EASEMENT BY THIS PLAT
4. 10' x 10' ELECTRIC EASEMENT BY THIS PLAT



SIGHT VISIBILITY EASEMENT



SIGHT VISIBILITY EASEMENT

SEQUENCE NUMBER

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REGISTERED LAND SURVEYOR
21774
RICHARD B. HOWELL JR.
ARIZONA
EXPIRES 3/31/2018

Registered Professional Engineer (Civil)
CERTIFICATE NO.
43851
JIANKANG WANG
Date Signed
ARIZONA, U.S.A.
Expires 03/31/18

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REF: PCZ1602-001, PRV1608-001

Final Plat for
Camino De Oeste
Lots 1 - 144
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T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

EPS Project No. 15-317 Date: 03/23/17

PRV1612-001

Scale:
Contour Interval:

FP03

Sheet No.
3
of 9

PIMA COUNTY
MARANA

10' ELECTRIC & COMMUNICATION EASEMENT
DKT 6137, PG 983 & DKT 6266, PG 846
TO BE ABANDONED BY SEPARATE INSTRUMENT
RECORDED AT SEQUENCE #

10' ELECTRIC EASEMENT
DKT 6266, PG 846
TO BE ABANDONED BY
SEPARATE INSTRUMENT
RECORDED AT SEQUENCE #

CA "A"
112254.2 SF

CA "B"
639246.9 SF

CA "A"
112254.2 SF

CA "A"
409440.6 SF

CA "A"
107904.5 SF

CA "A"
14984.0 SF
0.344 Ac

CA "A"
42815.1 SF

CA "A"
42815.1 SF

CA "A"
42815.1 SF

CA "A"
9057.3 SF

CA "A"
112254.2 SF

CA "A"
112254.2 SF

Toronto Highlands Lane
(NEW PUBLIC STREET)
DEDICATED BY THIS PLAT)

Big Ben Lane
(NEW PUBLIC STREET
DEDICATED BY THIS PLAT)

SEE SHEET 3

SEE SHEET 5

SEE SHEET 7

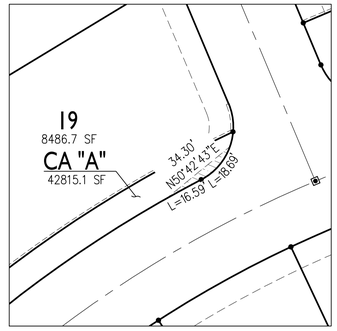
SEE SHEET 7

SEE SHEET 7

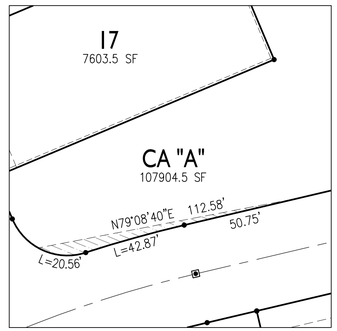
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HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

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3. 20' SEWER EASEMENT BY THIS PLAT
4. 10' x 10' ELECTRIC EASEMENT BY THIS PLAT



SIGHT VISIBILITY EASEMENT



SIGHT VISIBILITY EASEMENT

REGISTERED LAND SURVEYOR
21774
RICHARD B. HOWELL JR.
CERTIFICATE NO.
SCOTTSDALE, ARIZONA, U.S.A.
EXPIRES 3/31/2018

Registered Professional Engineer (Civil)
CERTIFICATE NO.
43851
JIANKANG WANG
Date Signed
ARIZONA, U.S.A.
Expires 03/31/18

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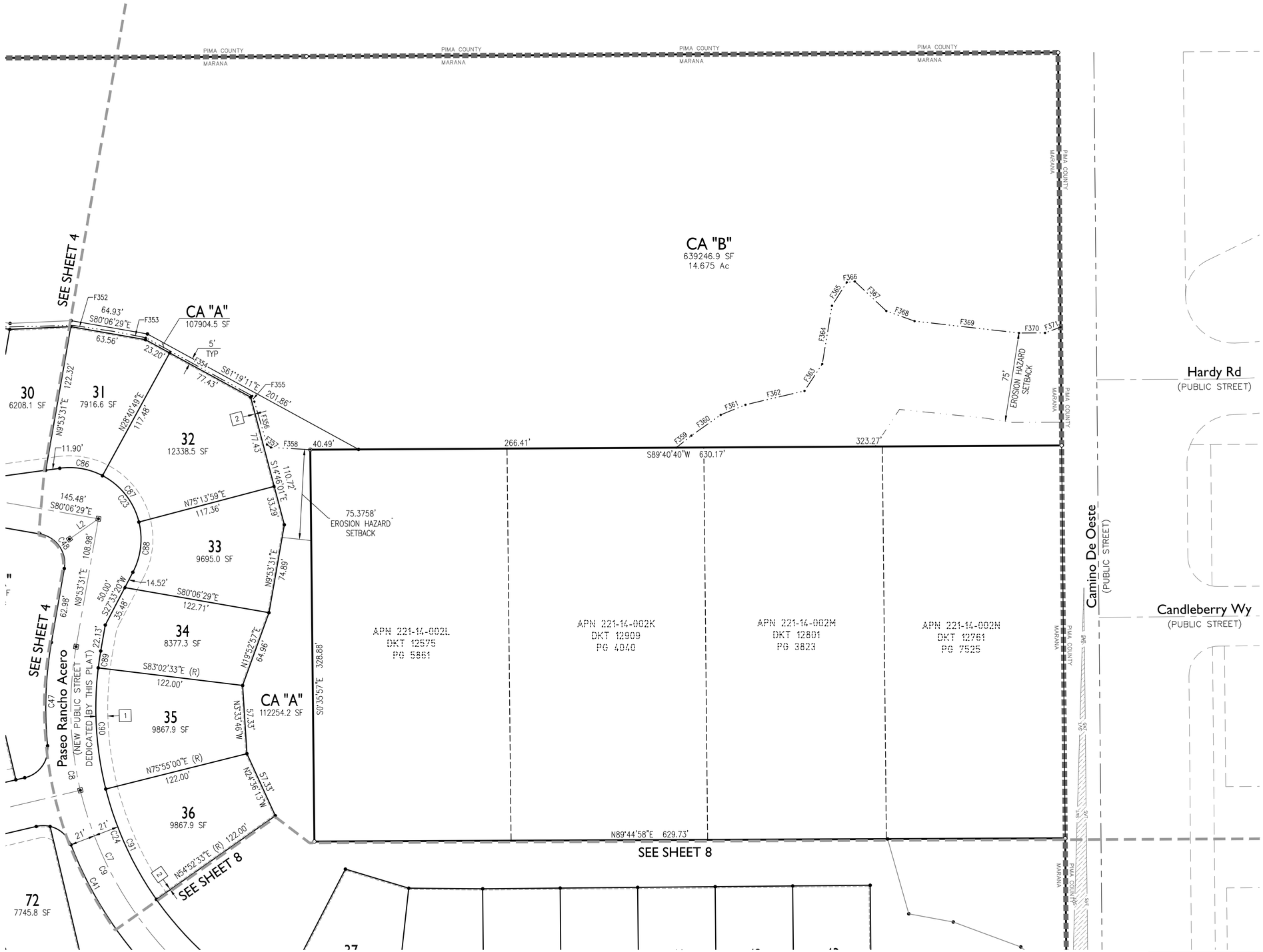
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KEYNOTES:

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3. 20' SEWER EASEMENT BY THIS PLAT
4. 10' x 10' ELECTRIC EASEMENT BY THIS PLAT

SEQUENCE NUMBER

REF: PCZ1602-001, PRV1608-001

PRV1612-001

Final Plat for

Camino De Oeste

Lots 1 - 144
and Common Areas "A" (Open Space) &
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Being a portion of the North ½ of the Northwest ¼ of Section 25, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

Scale:
Contour Interval: FP05

Sheet No. 5 of 9

EPS Project No. 15-317 Date: 03/23/17

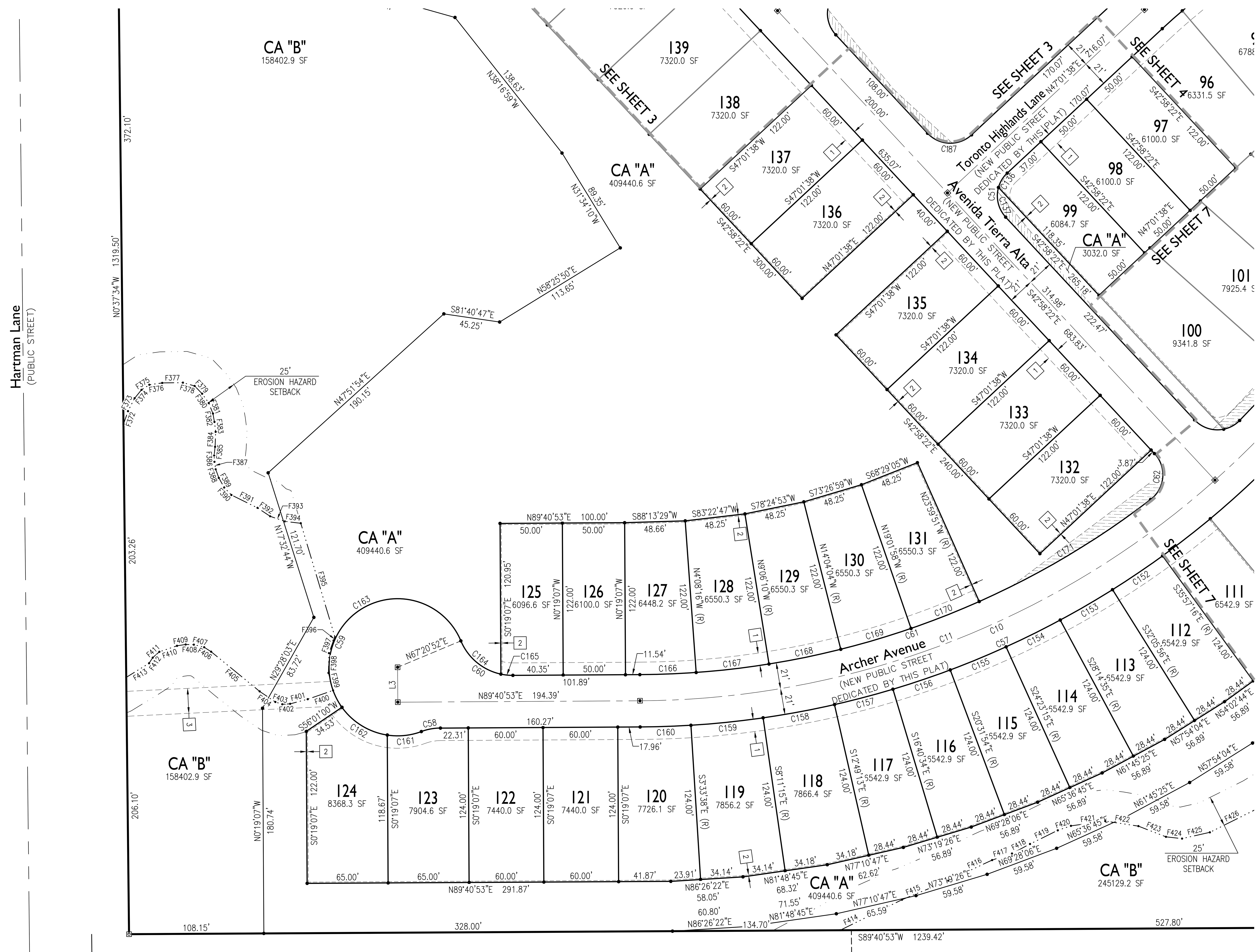
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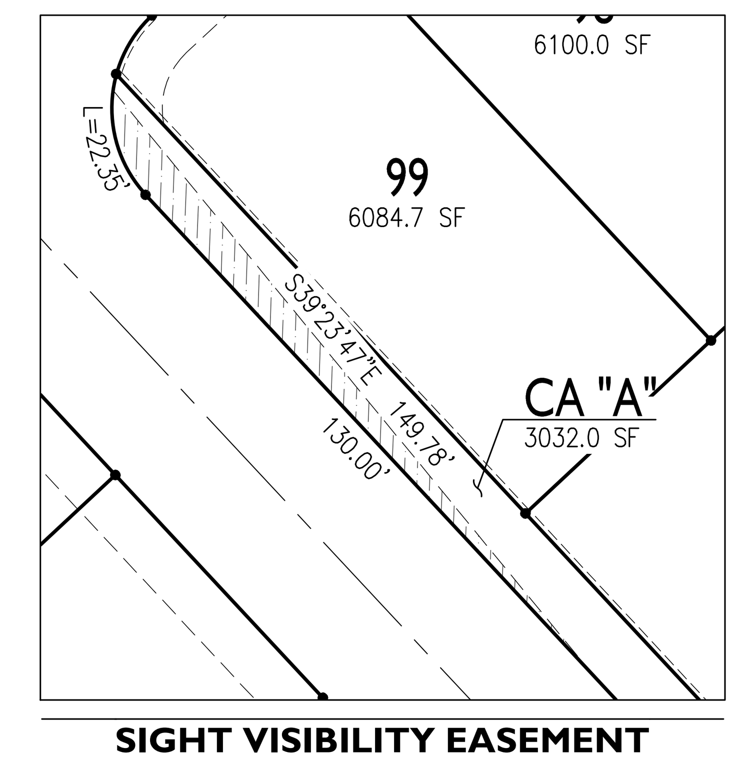
REGISTERED LAND SURVEYOR — 21774 RICHARD B. HOWELL JR. — CERTIFICATE NO. — ARIZONA, U.S.A. — EXPIRES 3/31/2018

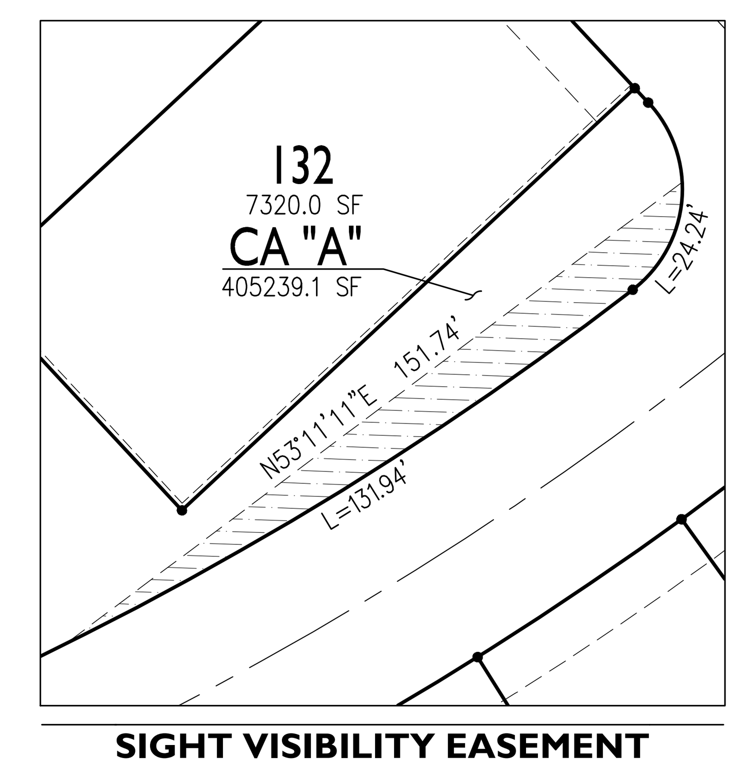
Registered Professional Engineer (Civil) — CERTIFICATE NO. 43851 JIANKANG WANG — Date Signed — ARIZONA, U.S.A. — Expires 03/31/18

Registered Professional Engineer (Civil) — CERTIFICATE NO. 53192 GREGORY PAUL BENNETT — Date Signed 03/23/17 — ARIZONA, U.S.A. — Expires 03/31/18

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SCALE 40 0 40 80 FEET
HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 20' SEWER EASEMENT BY THIS PLAT
4. 10' x 10' ELECTRIC EASEMENT BY THIS PLAT

SEQUENCE NUMBER

REF: PCZ1602-001, PRV1608-001

PRV1612-001

Final Plat for
Camino De Oeste
Lots 1 - 144
and Common Areas "A" (Open Space) &
"B" (Natural Undisturbed Open Space)
Being a portion of the North½ of the Northwest¼ of Section 25,
T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

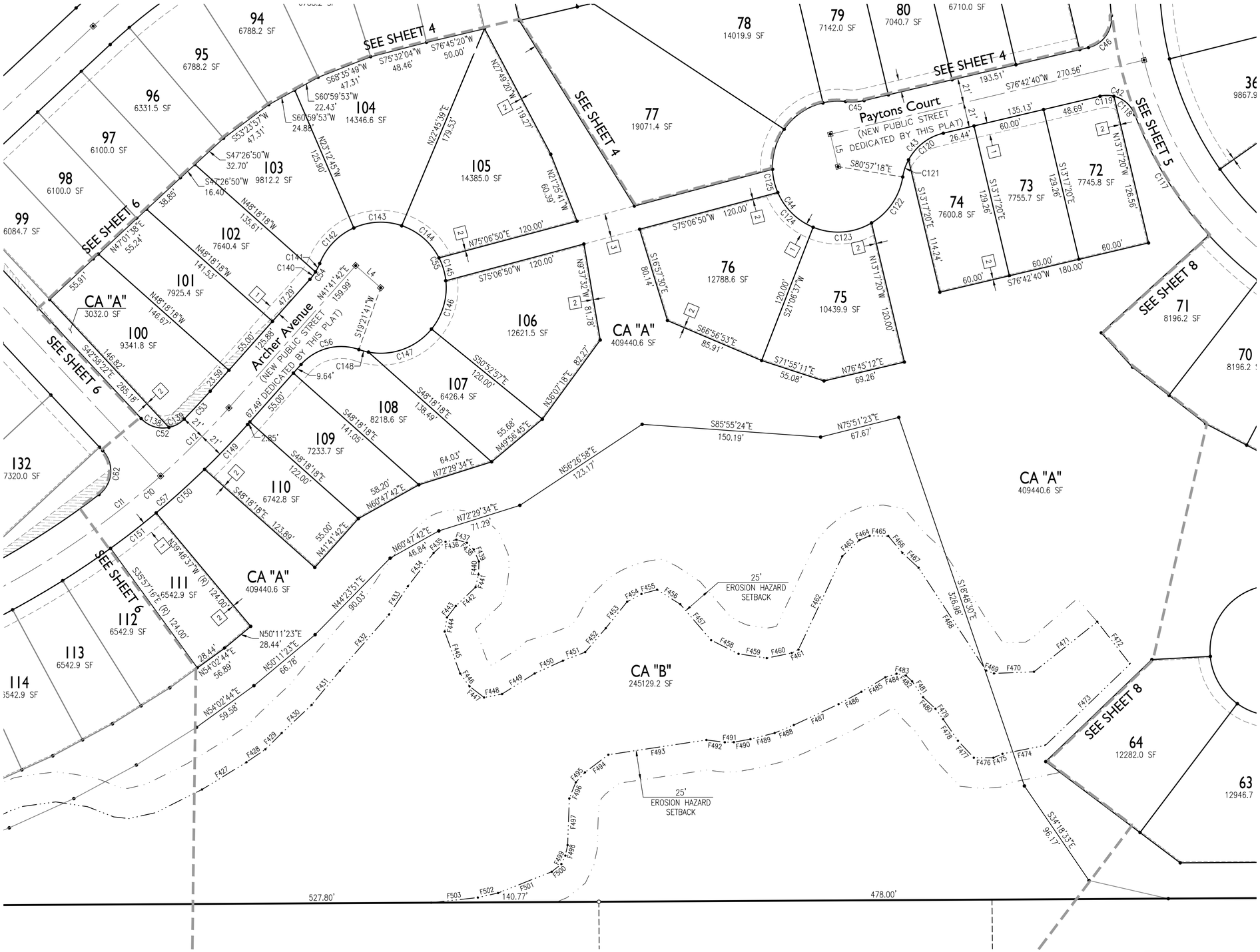
EPS GROUP
8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
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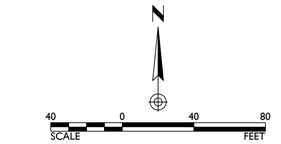
EPS Project No. 15-317
Date: 03/23/17

Scale:
Contour Interval:
FP06
Sheet No.
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of 9

REGISTERED LAND SURVEYOR 21774 RICHARD B. HOWELL JR. ARIZONA, U.S.A. EXPIRES 3/31/2018
Registered Professional Engineer (Civil) CERTIFICATE NO. 43851 JIANKANG WANG ARIZONA, U.S.A. Expires 03/31/18
Registered Professional Engineer (Civil) CERTIFICATE NO. 53192 GREGORY PAUL BENNETT ARIZONA, U.S.A. Expires 03/31/18

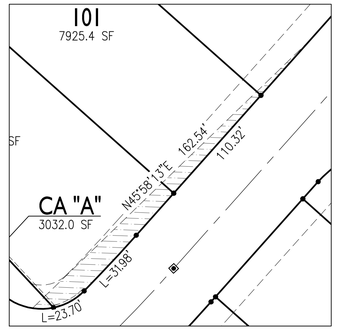
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KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
2. 1' NO VEHICULAR ACCESS EASEMENT BY THIS PLAT
3. 20' SEWER EASEMENT BY THIS PLAT
4. 10' x 10' ELECTRIC EASEMENT BY THIS PLAT



SIGHT VISIBILITY EASEMENT

SEQUENCE NUMBER

Mar 23, 2017 8:35am C:\Users\gbennett\appdata\local\temp\AcPublish_10128\15-317_FP03.dwg

REF: PCZ1602-001, PRV1608-001

PRV1612-001

Final Plat for

Camino De Oeste

Lots 1 - 144
and Common Areas "A" (Open Space) &
"B" (Natural Undisturbed Open Space)

Being a portion of the North½ of the Northwest¼ of Section 25, T12S, R12E, G&SRM
Town of Marana, Pima County, Arizona

Scale:
Contour Interval:

FP07

Sheet No.
7
of 9

EPS Project No. 15-317 Date: 03/23/17

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8710 N. Thornydale Rd, Suite 140
Tucson, AZ 85742
T:520.408.1400 | F:520.408.1403
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REGISTERED LAND SURVEYOR CERTIFICATE NO. 21774 RICHARD B. HOWELL JR. ARIZONA U.S.A. Richard B. Howell Jr. EXPIRES 3/31/2018

Registered Professional Engineer (Civil) CERTIFICATE NO. 43851 JIANKANG WANG Date Signed ARIZONA, U.S.A. Expires 03/31/18

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

SEE SHEET 5

SEE SHEET 7

SEE SHEET 7

Paseo Rancho Acero
(NEW PUBLIC STREET DEDICATED BY THIS PLAT)

Cardinal Street
(NEW PUBLIC STREET DEDICATED BY THIS PLAT)

Calle Vista del Sur
(NEW PUBLIC STREET DEDICATED BY THIS PLAT)

Rosebay Dr
(PUBLIC STREET)

Camino De Oeste
(PUBLIC STREET)

PIMA COUNTY
MARANA

CA "A" 112254.2 SF

CA "A" 409440.6 SF

CA "A" 2750.4 SF

CA "B" 11614.8 SF

CA "B" 35049.5 SF

36 9867.9 SF

72 7745.8 SF

37 10145.3 SF

38 8858.8 SF

39 8255.0 SF

40 8255.0 SF

41 8255.0 SF

42 8255.0 SF

43 8255.0 SF

71 8196.2 SF

70 8196.2 SF

69 8196.2 SF

68 8196.2 SF

67 8006.8 SF

65 10884.9 SF

66 8275.3 SF

64 12282.0 SF

63 12946.7 SF

62 8384.9 SF

61 8407.4 SF

60 8422.7 SF

59 8438.0 SF

58 8453.3 SF

57 8468.6 SF

56 8483.9 SF

55 8499.2 SF

54 8408.7 SF

48 6694.7 SF

47 6710.0 SF

46 6710.0 SF

45 6710.0 SF

44 6710.0 SF

49 6969.7 SF

50 6985.0 SF

51 6985.0 SF

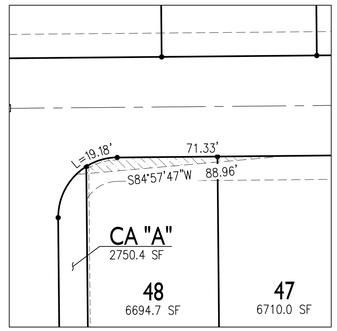
52 6985.0 SF

53 9289.6 SF

SCALE 40 0 40 80 FEET
HORIZONTAL: 1"=40'
CONTOUR INTERVAL: 1'

KEYNOTES:

1. 10' PUBLIC UTILITY EASEMENT BY THIS PLAT
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SIGHT VISIBILITY EASEMENT

SEQUENCE NUMBER

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RED REGISTERED LAND SURVEYOR CERTIFICATE 21774 RICHARD B. HOWELL JR. Date Signed 3-29-2017 ARIZONA, U.S.A.
EXPIRES 3/31/2018

Registered Professional Engineer (Civil) CERTIFICATE NO. 43851 JIANKANG WANG Date Signed ARIZONA, U.S.A. Expires 03/31/18

Registered Professional Engineer (Civil) CERTIFICATE NO. 53192 GREGORY PAUL BENNETT Date Signed 03/23/17 ARIZONA, U.S.A. Expires 03/31/18

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

REF: PCZ1602-001, PRV1608-001

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

EPS Project No. 15-317 Date: 03/23/17

PRV1612-001
Scale:
Contour Interval:
FP08
Sheet No.
8
of 9

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	291.10'	350.00'	47°39'12"
C2	246.56'	700.00'	20°10'52"
C3	259.43'	500.00'	29°43'42"
C4	176.11'	500.00'	20°10'52"
C5	83.32'	500.00'	9°32'50"
C6	100.95'	250.00'	23°08'11"
C7	525.77'	300.00'	100°24'53"
C8	121.37'	300.00'	23°10'51"
C9	404.40'	300.00'	77°14'03"
C10	586.26'	700.00'	47°59'11"
C11	505.16'	700.00'	41°20'54"
C12	81.10'	700.00'	6°38'17"
C13	34.68'	45.00'	44°09'38"
C14	72.45'	47.00'	88°19'15"
C15	34.68'	45.00'	44°09'38"
C16	308.56'	371.00'	47°39'12"
C17	39.27'	25.00'	90°00'00"
C18	164.27'	721.00'	13°03'15"
C19	137.71'	60.00'	131°30'18"
C20	37.16'	25.00'	85°10'02"
C21	42.87'	521.00'	4°42'52"
C22	109.43'	271.00'	23°08'11"
C23	131.24'	60.00'	125°19'38"
C24	488.97'	279.00'	100°24'53"
C25	34.68'	45.00'	44°09'38"
C26	72.45'	47.00'	88°19'15"
C27	34.68'	45.00'	44°09'38"
C28	34.68'	45.00'	44°09'38"
C29	72.45'	47.00'	88°19'15"
C30	34.68'	45.00'	44°09'38"
C31	39.27'	25.00'	90°00'00"
C32	39.27'	25.00'	90°00'00"
C33	53.15'	45.00'	67°39'59"
C34	256.89'	55.00'	267°36'53"
C35	15.67'	45.00'	19°56'54"
C36	15.67'	45.00'	19°56'54"
C37	256.89'	55.00'	267°36'53"
C38	53.15'	45.00'	67°39'59"
C39	39.27'	25.00'	90°00'00"
C40	39.13'	25.00'	89°41'09"
C41	388.14'	321.00'	69°16'48"
C42	35.94'	25.00'	82°21'36"
C43	53.15'	45.00'	67°39'59"
C44	256.89'	55.00'	267°36'53"
C45	15.67'	45.00'	19°56'54"
C46	35.94'	25.00'	82°21'36"
C47	87.07'	321.00'	15°32'27"
C48	39.27'	25.00'	90°00'00"
C49	92.47'	229.00'	23°08'11"
C50	248.53'	479.00'	29°43'42"
C51	39.27'	25.00'	90°00'00"
C52	40.42'	25.00'	92°38'00"
C53	31.98'	679.00'	2°41'56"
C54	15.67'	45.00'	19°56'54"
C55	256.89'	55.00'	267°36'53"
C56	53.15'	45.00'	67°39'59"
C57	603.85'	721.00'	47°59'11"
C58	15.67'	45.00'	19°56'54"
C59	256.89'	55.00'	267°36'53"
C60	53.15'	45.00'	67°39'59"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C61	441.07'	679.00'	37°13'06"
C62	41.64'	25.00'	95°26'09"
C63	273.63'	329.00'	47°39'12"
C64	34.68'	45.00'	44°09'38"
C65	72.45'	47.00'	88°19'15"
C66	34.68'	45.00'	44°09'38"
C67	40.32'	371.00'	6°13'37"
C68	51.92'	371.00'	8°01'07"
C69	56.64'	371.00'	8°44'51"
C70	56.64'	371.00'	8°44'51"
C71	56.64'	371.00'	8°44'51"
C72	46.40'	371.00'	7°09'56"
C73	25.60'	25.00'	58°40'04"
C74	13.67'	25.00'	31°19'56"
C75	55.24'	721.00'	4°23'23"
C76	58.22'	721.00'	4°37'37"
C77	50.81'	721.00'	4°02'15"
C78	19.38'	60.00'	18°30'35"
C79	47.79'	60.00'	45°38'13"
C80	47.99'	60.00'	45°49'43"
C81	22.55'	60.00'	21°31'48"
C82	12.25'	271.00'	2°35'26"
C83	46.25'	271.00'	9°46'39"
C84	46.25'	271.00'	9°46'39"
C85	4.69'	271.00'	0°59'28"
C86	36.92'	60.00'	35°15'31"
C87	50.98'	60.00'	48°41'05"
C88	43.34'	60.00'	41°23'00"
C89	14.29'	279.00'	2°56'04"
C90	102.46'	279.00'	21°02'27"
C91	102.46'	279.00'	21°02'27"
C93	102.46'	279.00'	21°02'27"
C94	32.94'	279.00'	6°45'52"
C95	13.67'	25.00'	31°19'56"
C96	25.60'	25.00'	58°40'04"
C97	25.60'	25.00'	58°40'04"
C98	13.67'	25.00'	31°19'56"
C99	36.07'	55.00'	37°34'24"
C100	201.67'	55.00'	210°05'35"
C101	19.15'	55.00'	19°56'54"
C102	12.58'	45.00'	16°01'13"
C103	3.09'	45.00'	3°55'42"
C104	53.96'	55.00'	56°12'30"
C105	47.09'	55.00'	49°03'04"
C106	120.16'	55.00'	125°10'22"
C107	35.69'	55.00'	37°10'57"
C108	13.67'	25.00'	31°19'56"
C109	25.60'	25.00'	58°40'04"
C110	25.60'	25.00'	58°40'04"
C111	13.53'	25.00'	31°01'05"
C112	44.00'	321.00'	7°51'14"
C113	56.15'	321.00'	10°01'21"
C114	56.15'	321.00'	10°01'21"
C115	56.15'	321.00'	10°01'21"
C116	56.15'	321.00'	10°01'21"
C117	119.53'	321.00'	21°20'09"
C118	24.20'	25.00'	55°28'16"
C119	11.73'	25.00'	26°53'20"
C120	37.88'	45.00'	48°13'49"
C121	15.27'	45.00'	19°26'10"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C122	48.21'	55.00'	50°13'11"
C123	50.90'	55.00'	53°01'22"
C124	42.68'	55.00'	44°27'43"
C125	20.13'	55.00'	20°57'57"
C126	35.61'	55.00'	37°05'51"
C127	40.22'	55.00'	41°53'54"
C128	19.15'	55.00'	19°56'54"
C129	70.42'	229.00'	17°37'10"
C130	22.05'	229.00'	5°31'01"
C131	36.44'	479.00'	4°21'33"
C132	63.53'	479.00'	7°35'56"
C133	63.53'	479.00'	7°35'56"
C134	63.53'	479.00'	7°35'56"
C135	21.51'	479.00'	2°34'21"
C136	13.67'	25.00'	31°19'56"
C137	39.27'	25.00'	90°00'00"
C138	25.60'	25.00'	58°40'04"
C139	14.82'	25.00'	33°57'56"
C140	7.75'	45.00'	9°51'56"
C141	7.92'	45.00'	10°04'58"
C142	42.39'	55.00'	44°09'26"
C143	41.18'	55.00'	42°54'13"
C144	42.29'	55.00'	44°03'25"
C145	20.12'	55.00'	20°57'41"
C146	43.39'	55.00'	45°11'53"
C147	59.19'	55.00'	61°39'44"
C148	8.33'	55.00'	8°40'32"
C149	52.19'	721.00'	4°08'51"
C150	54.70'	721.00'	4°20'50"
C151	48.52'	721.00'	3°51'21"
C152	48.52'	721.00'	3°51'21"
C153	48.52'	721.00'	3°51'21"
C154	48.52'	721.00'	3°51'21"
C155	48.52'	721.00'	3°51'21"
C156	48.52'	721.00'	3°51'21"
C157	48.52'	721.00'	3°51'21"
C158	58.30'	721.00'	4°37'58"
C159	58.22'	721.00'	4°37'37"
C160	40.80'	721.00'	3°14'31"
C161	27.75'	55.00'	28°54'46"
C162	43.81'	55.00'	45°38'12"
C163	185.33'	55.00'	193°03'56"
C164	43.42'	45.00'	55°17'03"
C165	9.72'	45.00'	12°22'56"
C166	45.26'	679.00'	3°49'09"
C167	58.84'	679.00'	4°57'54"
C168	58.84'	679.00'	4°57'54"
C169	58.84'	679.00'	4°57'54"
C170	58.84'	679.00'	4°57'54"
C171	160.45'	679.00'	13°32'22"
C172	12.75'	329.00'	2°13'14"
C173	86.96'	329.00'	15°08'39"
C174	86.96'	329.00'	15°08'39"
C175	86.96'	329.00'	15°08'39"
C176	11.56'	15.00'	44°09'38"
C177	92.13'	77.00'	68°33'26"
C179	21.58'	28.00'	44°09'38"
C180	57.31'	64.00'	51°18'39"
C181	167.39'	64.00'	149°51'22"
C182	39.27'	25.00'	90°00'00"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C183	191.36'	679.00'	16°08'52"
C184	41.03'	25.00'	94°02'00"
C185	37.16'	25.00'	85°10'02"
C186	139.56'	521.00'	15°20'54"
C187	39.27'	25.00'	90°00'00"
C188	26.00'	25.00'	59°35'55"
C189	15.02'	25.00'	34°26'05"
C190	136.64'	659.03'	11°52'47"
C191	118.44'	526.41'	12°53'28"
C192	12.05'	25.00'	27°37'36"
C193	25.11'	25.00'	57°32'26"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N21°47'24"E	28.49'
L2	N54°53'31"E	29.70'
L3	N0°19'07"W	28.00'
L4	N48°18'18"W	28.00'
L5	S13°17'20"E	28.00'
L6	S0°31'22"E	28.00'
L7	S0°31'22"E	28.00'
L8	N89°22'26"E	7.96'
L9	S89°22'26"W	7.96'
L10	S89°22'26"W	7.96'
L11	N89°28'38"E	15.74'
L12	S89°28'38"W	15.74'
L13	S89°28'38"W	15.74'

FLOODPLAIN TABLE		
LINE	BEARING	LENGTH
F301	S53°22'58"E	26.01'
F302	S75°44'38"E	27.30'
F303	S66°48'51"E	17.08'
F304	S72°15'56"E	23.54'
F305	S56°39'00"E	22.01'
F306	S35°43'24"E	17.67'
F307	S37°00'39"E	9.13'
F308	S80°52'18"E	3.19'
F309	N71°49'57"E	12.59'
F310	N70°06'03"E	24.12'
F311	N78°21'11"E	29.18'
F312	N85°43'43"E	24.95'
F313	S89°22'22"E	19.93'
F314	S77°50'09"E	14.95'
F315	S83°17'39"E	14.72'
F316	S59°33'00"E	16.96'
F317	S65°04'11"E	13.59'
F318	S77°18'56"E	17.80'
F319	S82°30'08"E	13.86'
F320	S43°25'36"E	23.42'
F321	S63°26'57"E	23.66'
F322	S68°52'20"E	36.99'
F323	S73°59'54"E	55.03'
F324	S69°16'46"E	48.28'
F325	S89°14'59"E	33.97'
F326	N86°00'08"E	41.69'
F327	N89°41'29"E	39.71'
F328	S61°23'29"E	16.35'
F329	S67°38'55"E	23.20'
F330	S51°29'22"E	23.00'
F331	S65°52'10"E	20.49'
F332	N49°54'55"E	13.22'
F333	N57°33'11"E	78.53'
F334	N54°51'32"E	70.77'
F335	N66°32'02"E	47.30'
F336	N88°08'35"E	45.15'
F337	S71°03'45"E	92.13'
F338	S65°47'16"E	5.86'
F339	S48°16'45"E	45.29'
F340	S67°14'08"E	21.05'
F341	S64°03'30"E	39.50'
F342	S70°41'09"E	42.20'
F343	S67°09'00"E	27.93'
F344	S73°18'38"E	12.73'
F345	S27°54'43"E	17.58'
F346	S80°03'04"E	27.56'
F347	N76°12'20"E	234.86'
F348	N79°16'03"E	83.51'
F349	N89°51'29"E	64.51'
F350	S81°10'28"E	81.53'
F351	N88°42'19"E	56.64'
F352	S81°35'59"E	35.91'
F353	S78°41'44"E	25.88'
F354	S61°18'11"E	101.82'
F355	S20°20'12"E	5.00'
F356	S16°21'22"E	37.62'
F357	S53°54'26"E	4.08'
F358	S86°47'15"E	33.06'
F359	N51°45'54"E	16.18'
F360	N54°38'19"E	30.16'

FLOODPLAIN TABLE		
LINE	BEARING	LENGTH
F361	N67°49'48"E	22.44'
F362	N76°45'06"E	50.86'
F363	N33°25'58"E	27.03'
F364	N9°28'05"E	49.53'
F365	N32°16'35"E	23.25'
F366	N83°07'36"E	6.77'
F367	S46°49'18"E	36.30'
F368	S70°15'52"E	25.12'
F369	S83°30'25"E	88.21'
F370	N89°45'15"E	21.83'
F371	N69°29'30"E	13.88'
F372	N19°03'28"E	11.05'
F373	N27°07'52"E	11.63'
F374	N39°26'37"E	8.72'
F375	N56°51'42"E	7.48'
F376	N82°04'07"E	10.46'
F377	N89°10'15"E	16.63'
F378	S74°16'18"E	9.76'
F379	S43°55'14"E	8.69'
F380	S35°24'14"E	9.15'
F381	S21°49'54"E	9.07'
F382	S10°08'24"E	6.84'
F383	S6°55'18"E	8.00'
F384	S2°17'39"W	12.04'
F385	S5°54'55"W	7.02'
F386	S2°43'51"E	5.06'
F387	S9°06'14"E	6.09'
F388	S19°59'32"E	7.34'
F389	S29°23'43"E	8.84'
F390	S43°52'29"E	8.35'
F391	S63°44'02"E	23.38'
F392	S56°21'01"E	12.16'
F393	S70°53'37"E	12.50'
F394	S83°12'52"E	12.88'
F395	S16°42'56"E	95.57'
F396	S25°17'28"W	2.83'
F397	S19°48'39"W	10.80'
F398	S1°28'11"W	15.85'
F399	S14°49'12"E	14.52'
F400	S70°51'14"W	21.58'
F401	S75°16'41"W	14.57'
F402	S86°38'19"W	6.31'
F403	N71°35'29"W	5.86'
F404	N55°57'49"W	15.21'
F405	N50°43'26"W	50.29'
F406	N57°29'06"W	6.63'
F407	N75°48'18"W	8.56'
F408	N89°02'19"W	6.58'
F409	S81°22'13"W	6.99'
F410	S71°15'24"W	14.95'
F411	S48°31'17"W	7.09'
F412	S33°24'51"W	5.40'
F413	S58°11'57"W	21.53'
F414	N63°39'53"E	55.21'
F415	N67°37'03"E	40.17'
F416	N64°53'20"E	38.91'
F417	N71°46'20"E	16.77'
F418	N62°05'15"E	16.35'
F419	N63°48'54"E	24.82'
F420	N71°13'25"E	11.19'

FLOODPLAIN TABLE		
LINE	BEARING	LENGTH
F421	N82°06'34"E	27.81'
F422	S81°24'05"E	26.88'
F423	S68°47'15"E	23.73'
F424	S83°40'10"E	13.02'
F425	N77°17'40"E	22.85'
F426	N63°28'12"E	43.40'
F427	N58°25'54"E	43.89'
F428	N55°45'14"E	19.14'
F429	N45°02'38"E	19.31'
F430	N46°43'43"E	34.57'
F431	N39°33'57"E	37.25'
F432	N41°08'19"E	62.65'
F433	N33°43'50"E	28.49'
F434	N37°36'40"E	35.35'
F435	N47°09'53"E	13.73'
F436	N78°40'25"E	9.26'
F437	S74°05'58"E	9.26'
F438	S45°02'38"E	8.13'
F439	S23°13'49"E	10.94'
F440	S1°56'34"W	10.92'
F441	S13°16'10"W	10.92'
F442	S46°19'01"W	22.87'
F443	S37°35'35"W	12.11'
F444	S9°19'42"W	12.11'
F445	S20°11'57"E	37.49'
F446	S36°17'45"E	13.36'
F447	S52°32'01"E	15.39'
F448	N79°08'36"E	15.39'
F449	N57°45'50"E	32.30'
F450	N65°35'21"E	26.06'
F451	N68°59'31"E	20.03'
F452	N40°38'41"E	26.49'
F453	N38°55'38"E	28.61'
F454	N61°37'33"E	13.64'
F455	N74°49'54"E	13.64'
F456	S57°50'38"E	22.93'
F457	S40°38'41"E	39.74'
F458	S63°28'12"E	25.72'
F459	S81°23'50"E	24.00'
F460	N78°19'41"E	21.29'
F461	N63°28'11"E	6.43'
F462	N25°06'29"E	86.43'
F463	N46°30'45"E	19.82'
F464	N67°24'41"E	9.35'
F465	S89°20'01"E	15.66'
F466	S40°07'59"E	18.36'
F467	S47°13'55"E	18.52'
F468	S33°18'10"E	103.21'
F469	S69°31'01"E	7.02'
F470	N87°38'55"E	33.66'
F471	N51°40'06"E	67.71'
F472	S37°51'43"E	44.89'
F473	S46°06'55"W	98.64'
F474	S78°57'19"W	36.67'
F475	S66°24'10"W	8.32'
F476	N90°00'00"W	16.45'
F477	N43°04'08"W	19.55'
F478	N34°25'17"W	21.93'
F479	N36°09'40"W	10.91'
F480	N47°07'43"W	14.16'

FLOODPLAIN TABLE		
LINE	BEARING	LENGTH
F481	N34°36'40"W	16.25'
F482	N46°45'26"W	7.10'
F483	N79°07'17"W	8.05'
F484	S72°08'00"W	9.90'
F485	S58°47'57"W	23.46'
F486	S61°32'52"W	21.78'
F487	S64°56'53"W	41.50'
F488	S67°28'16"W	17.39'
F489	S75°46'21"W	20.95'
F490	S79°42'07"W	14.17'
F491	S89°27'00"W	7.55'
F492	N82°59'39"W	15.61'
F493	S81°26'30"W	83.17'
F494	S53°03'43"W	24.64'
F495	S42°28'48"W	11.30'
F496	S22°00'18"W	14.63'
F497	S2°05'30"W	39.23'
F498	S12°13'07"W	9.01'
F499	S25°03'02"W	7.88'
F500	S51°35'20"W	10.34'
F501	S68°23'08"W	48.46'
F502	S77°19'09"W	17.35'
F503	S83°43'38"W	39.44'

SEQUENCE NUMBER

Mar 23, 2017 8:35am C:\Users\gbennett\appdata\local\temp\AcPublish_10128\15-317_FP03.dwg

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
21774
RICHARD B. HOWELL JR.
ARIZONA, U.S.A.
Richard B. Howell Jr.
EXPIRES 3/31/2018

Registration Professional Engineer (Civil)
CERTIFICATE NO.
43851
JIANKANG WANG
Date Signed
ARIZONA, U.S.A.
Expires 03/31/18

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

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

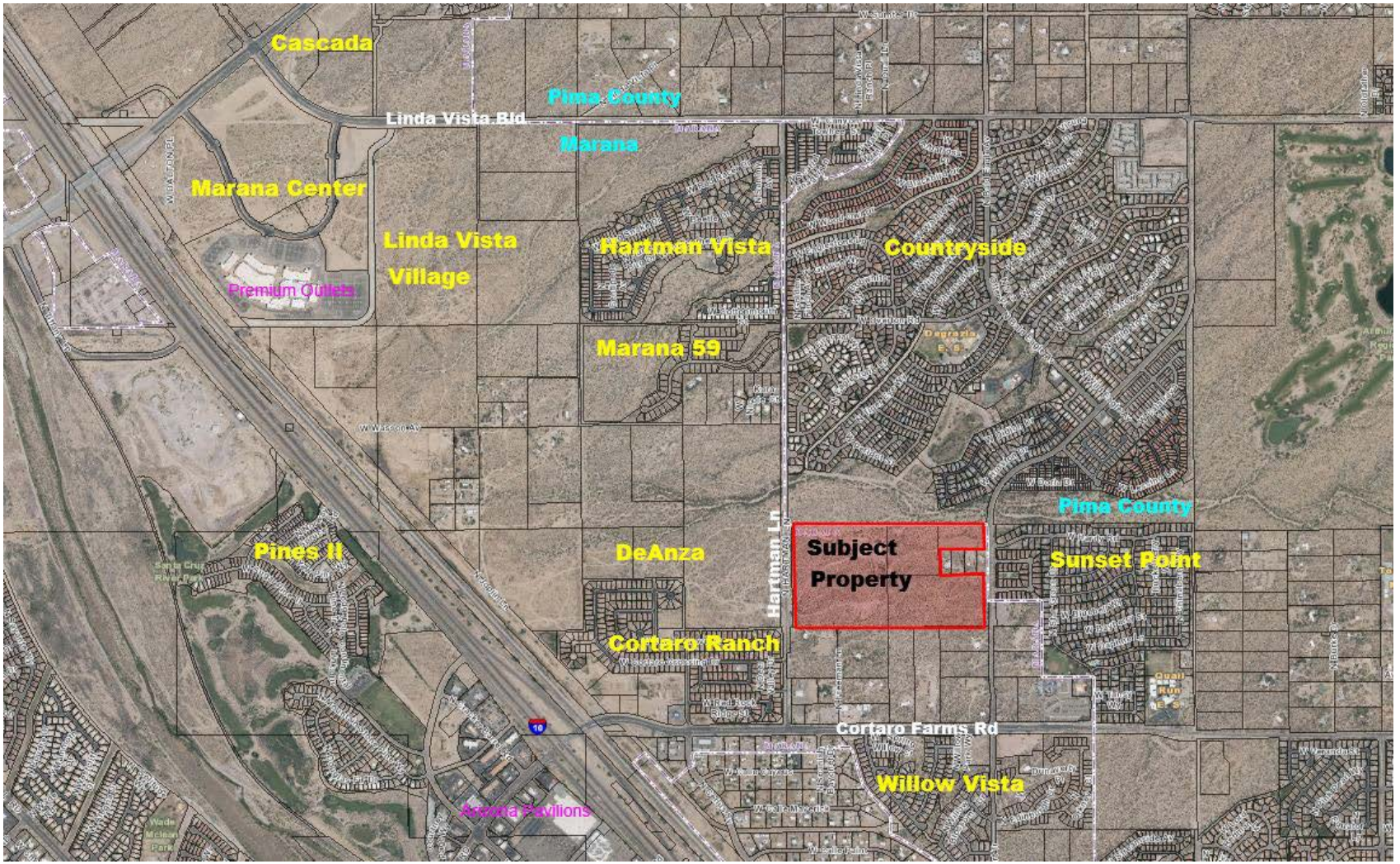
REF: PCZ1602-001, PRV1608-001

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

EPS Project No. 15-317 Date: 03/23/17

PRV1612-001
Scale:
Contour Interval:
FP09
Sheet No.
9
of 9

Location Map



Case Number: PRV1612-001

Title: Camino de Oeste Final Plat

Request: Approval of the final plat for Camino De Oeste, Lots 1-44 and Common Areas 'A' & 'B'

Development Services / planning@maranaaz.gov
11555 West Civic Center Drive / Marana, AZ 85653
Ph (520) 382-2600 / Fax (520) 382-2641 / maranaaz.gov

PROJECT APPLICATION

PROJECT INFORMATION

Project Name: Camino De Oeste Subdivision	
Description of Project: Residential Subdivision Plat	Number of Lots: 144
Parcel No.(s): 221-14-011B, 221-14-0100,221-14-002F, 221-14-009A	Gross Area (Acres): 71.87
Project Address:	
Ref. Project No.: PCZ1602-001, PRV1608-001	

CONTACT INFORMATION

Owner: Pulte Homes	Contact Name: Sam Mills		
Address: 3011 W Ina Road	City: Tucson	State: AZ	Zip: 85741
Email: sam.mills@pultegroup.com	Phone No.: (520) 837-0275		
Applicant: EPS Group	Contact Name: Greg Bennett		
Address: 8710 N. Thornydale Road, Ste 140	City: Tucson	State: AZ	Zip: 85742
Email: greg.bennett@epsgroupinc.com	Phone No.: (520) 408-1400		
Consultant/Engineer: EPS Group	Contact Name: Greg Bennett		
Address: 8710 N. Thornydale Road	City: Tucson	State: AZ	Zip: 85742
Email: greg.bennett@epsgroupinc.com	Phone No.: (520) 408-1400		

OWNER/APPLICANT AUTHORIZATION

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

Greg Bennett		11/30/2016
Applicant Name (PRINT)	Signature	Date

FOR OFFICIAL USE ONLY

Project No. PRV1612-001 **Date Received** 11-30-16

☐ Annexation	☐ Rezone	☐ Specific Plan	☐ General Plan Amendment
☐ Preliminary Plat	☒ Final Plat	☐ Significant Land Use Change	☐ Minor Land Division
☐ Variance	☐ Development Plan	☐ Development Plan Package	☐ Dedications / Easements
☐ Lic. Agreement	☐ Landscape Plan	☐ Conditional Use Permit	☐ Report (Type): _____
☐ SWPP	☐ Native Plant Plan	☐ Native Plant Exception	☐ Other: _____

☐ Improvement Plan (Type): _____

Revision Date 6/17/2016

Council-Regular Meeting **C3**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: April 4, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-026: Relating to Administration; approving and authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services (Libby Shelton)

Discussion:

The Town of Marana has maintained an agreement with the Arizona Department of Corrections and the Management & Training Corporation for a number of years to obtain the use of inmate labor crews from the Marana Community Correctional Treatment Facility (MCCTF) for work on Town public works projects. On March 17, 2015 the Town Council adopted Resolution No. 2015-024 approving the latest version of the inmate work contract. In 2016, these inmates provided approximately 70,000 hours of work under town staff supervision.

The proposed amendment to the contract will change the hourly rate of pay for the inmate workers from $0.50/hour to $0.75/hour. In addition, the amendment identifies the General Order used by the Department of Corrections to screen inmates for inmate labor crews. Finally, the amendment identifies and increases the authorized locations for inmate labor crews.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	N
Amount:	$17,500

The estimated cost of the increase in hourly rate from $0.50 to $0.75 per hour will increase costs by approximately $17,500, assuming a similar number of hours are worked. The financial impact of this change, if approved, would be absorbed in the various funds and departmental budgets that use these services.

Staff Recommendation:

Staff recommends adoption of Resolution No. 2017-026, authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services.

Suggested Motion:

I move to adopt Resolution No. 2017-026, authorizing the Finance Director to execute Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services.

Attachments

Resolution No. 2017-026

Amendment to Inmate Contract

MARANA RESOLUTION NO. 2017-026

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AMENDMENT ONE TO THE INMATE WORK CONTRACT BETWEEN THE TOWN OF MARANA, THE ARIZONA DEPARTMENT OF CORRECTIONS AND THE MANAGEMENT & TRAINING CORPORATION FOR INMATE LABOR SERVICES

WHEREAS the Town of Marana has maintained an agreement with the Arizona Department of Corrections and the Management & Training Corporation for a number of years to obtain use of inmate labor crews from the Marana Community Correctional Treatment Facility; and

WHEREAS the Town Council adopted Resolution No. 2015-024 approving the latest version of the Inmate Work Contract on March 17, 2015 and the parties wish to amend the agreement; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to amend the Inmate Work Contract.

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

SECTION 1. Amendment One to the Inmate Work Contract between the Town of Marana, the Arizona Department of Corrections and the Management & Training Corporation for inmate labor services, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Finance Director 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 implement and carry out the terms, obligations, and objectives of the contract.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS
1601 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT ONE

This **Contract** is entered into between the **Town of Marana,** hereinafter referred to as the **Contractor**, and the Director of the **Arizona Department of Corrections**, hereinafter known as the **Department**, and **Management & Training Corporation (MTC)** for and on behalf of its **Arizona State Prison-Marana Community Correctional Treatment Facility**, hereinafter referred to as **ASP–Marana** as applicable.

Purpose of Amendment:

2.17 - To change, pay inmate labor rate;

FROM:

Fifty cents (50¢).

TO:

Seventy five (75¢).

2.8.4.1 - Work site(s) may require a Contract Amendment, Section 3.1.1, Contractor's business location(s); Attachment No. 4 is hereby revised.

Attached, revised Attachment No. 4.

3.1.2 - Is hereby changed to read;

FROM:

Inmates shall be screened and approved by the Department Monitor and MCCTF for assignment to the Contractor's work projects, in accordance with Department written instructions.

TO:

Inmates shall be screened per Department Order (DO) 903 and approved by the Department Monitor and MCCTF for assignment to the Contractor's work projects, in accordance with Department written instructions.

THIS SECTION LEFT BLANK INTENTIALLY

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

TOWN OF MARANA **FEDERAL ID # 86-6006756**	**ARIZONA DEPARTMENT OF CORRECTIONS**
Signature of Authorized Individual Date	Signature of Authorized Individual Date
Erik Montague	**Kenneth P. Sanchez**
Typed Name	Typed Name
Finance Director	Chief Procurement Officer
Typed Title	Typed Title
11555 W. Civic Center Drive Marana, Arizona 85653	1645 West Jefferson, MC 55303 Phoenix, Arizona 85007
Typed Address	Typed Address

Additional Signatures as Applicable

MANAGEMENT & TRAINING CORP. (MTC)

Signature Date	Signature Date
Jeremy Casey	
Typed Name	Typed Name
Warden	
Typed Title	Typed Title

Prepared By: Stephen Castillo, Senior Procurement Specialist
Date: March 7, 2017

This amendment shall be effective when all signatures are affixed.

****Revised locations**

1	**Town of Marana** Roadside, frontage road and median clean-up along I-10 from Orange Grove Road north to the Pinal County Line Marana, Arizona
2	**Town of Marana** Streets and Right-of Ways within the Town limits and the Marana Water Service Area, the duties include landscaping, trash removal, and tree trimming Marana, Arizona
****3**	**Town of Marana Parks listed herein, but not limited to:** **Continental Ranch Community Park** 8900 N. Coachline Blvd. **Continental Reserve Community Park** 8568 N. Continental Reserve Loop **Crossroads at Silverbell District Park** 7548 N. Silverbell Road **El Rio Neighborhood Park** 10160 N. Blue Crossing Way **Gladden Farms Community Par**k 12205 N. Tangerine Farms Road **Marana Heritage River Park** 12375 N. Heritage Park Drive **Ora Mae Harn District Park** 13250 N. Lon Adams Road **San Lucas Community Park** 14040 N. Adonis Road **Wade McLean Neighborhood Pa**rk 8000 N. Silverbell Road **All other Paths, Trails and Trailheads in the Town of Marana.**
****4**	**Marana Operations Center** 5100 W. Ina Rd. Marana, AZ 85743
****5**	**Fleet Shop** 5100 W. Ina Rd. Marana, AZ 85743
****6**	**Town Shops and Yards** 5100 W. Ina Rd. Marana, AZ 85743 and 12775 N. Sanders Rd., Marana, AZ 85653
****7**	**Marana Municipal Complex** 11555 W. Civic Center Dr. Marana, AZ 85653
****8**	**Marana Senior Center** 13250 N. Lon Adams, Marana, AZ 85653
****9**	**Marana Regional Airport and Airfield** 11700 W. Avra Valley Rd., Marana, AZ 85653
****10**	**Marana Reclamation Facility** 14393 W Luckett Rd Marana, AZ 85653

Council-Regular Meeting **C4**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Libby Shelton, Senior Assistant Town Attorney

Date: April 4, 2017

Strategic Plan Focus Area:

Subject: Resolution No. 2017-027: Relating to Police Department; approving and authorizing the Chief of Police to execute the Memorandum of Understanding between Pima County, the Marana Police Department, and other regional agencies for the U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Application (Libby Shelton)

Discussion:

The Marana Police has a very long history of working with the Pima County Attorney's Office, Emerge! Center Against Domestic Abuse, and local law enforcement agencies to hold domestic violence offenders accountable and to serve victims of domestic violence offenses. The best blueprint for a better coordinated community-wide response to domestic violence is to focus on the highest risk cases as determined by a Lethality Assessment or risk assessment tool, such as the new APRAIS instrument. Pima County is applying for a grant that would fund a High Risk Team in the Pima County Attorney's Office Domestic Violence Unit and the leadership and management of the crisis hotline at Emerge! to concentrate and expand its response to victims at high risk.

By signing this Memorandum of Understanding, Marana Police Department agrees to attend trainings regarding the APRAIS tool and use the APRAIS tool to determine the dangerousness of offenders and vulnerability of victims. In addition, MPD will use the PCAO Victim Services division and the Emerge! Hotline to ensure that high risk victims receive services. In addition, Marana Police Department will participate in the Pima County DV Steering Committee and the Fatality Review Team.

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding.

Suggested Motion:

I move to adopt Resolution No. 2017-027 approving and authorizing the Chief of Police to execute the Memorandum of Understanding between Pima County, the Marana Police Department and other regional agencies for the U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Application.

Attachments

Resolution No. 2017-027

Memorandum of Understanding

MARANA RESOLUTION NO. 2017-027

RELATING TO POLICE DEPARTMENT; APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN PIMA COUNTY, THE MARANA POLICE DEPARTMENT, AND OTHER REGIONAL AGENCIES FOR THE U.S. DEPARTMENT OF JUSTICE OFFICE OF VIOLENCE AGAINST WOMEN FISCAL YEAR 2017 IMPROVING CRIMINAL JUSTICE RESPONSES TO SEXUAL ASSAULT, DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING GRANT APPLICATION.

WHEREAS Pima County is applying for a three-year U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic violence, Dating Violence and Stalking Grant; and

WHEREAS the goal of this project is to reduce domestic/dating violence (including sexual assault and/or stalking in the context of domestic dating violence up to and including serious physical injury and homicide) by integrating the new Arizona Intimate Partner Risk Assessment Instrument System (APRAIS) into Pima County's criminal justice system; and

WHEREAS if the grant is approved, Marana Police Department would implement the APRAIS Tool and work with the Pima County Attorney's Office, Emerge! Center Against Domestic Abuse, and local law enforcement agencies to assist high-risk victims and to identify highly dangerous offenders; and

WHEREAS the Mayor and Council of the Town of Marana find it is in the best interests of its citizens to enter into the Memorandum of Understanding between Pima County, the Marana Police Department, and other regional agencies for the U.S. Department of Justice grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, the Memorandum of Understanding between Pima County, the Marana Police Department, and other regional agencies for the U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant application, attached to and incorporated by this reference in this resolution as Exhibit A, is hereby approved and the Chief of Police is hereby authorized to execute it for and on behalf of the Town of Marana.

IT IS FURTHER RESOLVED that the Town Manager and staff are hereby directed and authorized to undertake all other and further tasks required or beneficial to carry out the terms, obligations, conditions and objectives of the Memorandum of Understanding between Pima County, the Marana Police Department, and other regional agencies.

PASSED AND ADOPTED by the Mayor and Council of the Town of Marana, Arizona, this 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Memorandum of Understanding
between
Pima County, Arizona
and
The Pima County Attorney's Office, Emerge! Center Against Domestic Abuse, the Pima County Sheriff's Department, Tucson Police Department, South Tucson Police Department, Sahuarita Police Department, Oro Valley Police Department, and Marana Police Department
for
The U.S. Department of Justice Office of Violence Against Women Fiscal Year 2017
Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant Program

Purpose

Pima County, Arizona, is applying for a three-year U.S. Department of Justice, *Office of Violence Against Women Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant* in the amount of $898,725. The goal of this new project is to reduce domestic/dating violence (including sexual assault and/or stalking in the context of domestic/dating violence up to and including serious physical injury and homicide by integrating the new Arizona Intimate Partner Risk Assessment Instrument System (APRAIS) into Pima County's criminal justice system.

History of Collaboration Among Partners

As components of the Pima County criminal justice system, the Pima County Attorney's Office (PCAO) and the Pima County Sheriff's Department (PCSD) always have worked closely together to hold misdemeanor and felony domestic/dating violence offenders accountable and better serve their victims. As subunits of county government, they also have collaborated since 2007 to conduct several OVW Arrest and STOP grant projects that helped Pima County establish a Domestic Violence (DV) Court for serious first and all second-time offenders, support the efforts of the court's Adult Probation Department to identify and arrest DV absconders, work towards integrating evidence-based practices into our criminal justice system, and develop a coordinated community response to the crimes.

In 2008, Emerge! Center Against Domestic Abuse (Emerge!) was formed as the result of a merger between two nonprofit organizations. Since then, Emerge! has been Pima County's most established and only comprehensive provider of services for victims of domestic/dating violence. In that capacity, Emerge! has been a frequent partner in a variety of single and multi-year grants with Pima County, including OVW Rural, STOP, Arrest and Community Defined Solutions Grants. Emerge! also collaborates with subunits of Pima County Government to ensure that the not-for-profit victim service perspective is included in the way they work. Some recent examples include: a forensic strangulation project involving PCAO, the Health Department, and Southern Arizona Center Against Sexual Abuse); a Fatality Review Committee; and a Domestic

Violence Lethality Assessment Protocol Committee.

The other five law enforcement agencies participating in this project: Tucson Police Department, South Tucson Police Department, Sahuarita Police Department, Oro Valley Police Department, and Marana Police Department, represent all of the local law enforcement agencies for Pima County's incorporated municipalities. Each has its own city court and prosecutors office to manage misdemeanor crimes committed in its respective jurisdiction. All, however, present virtually all their felony crimes for review and prosecution to the Pima County Attorney's Office. Therefore, they all share a very long history of working together to hold offenders accountable and to serve victims. And all have collaborated on special projects and grants.

In 2007, for example, Sahuarita Police Department, Oro Valley Police Department, Marana Police, and PCSD partnered with PCAO to conduct an OVW Rural Grant that established PCAO Victim Services Division Satellite Offices in their facilities in order to bring staff and volunteer advocates closer to their under-served rural and suburban residents. These agencies also participated in the Lethality Assessment pilot project initiated in 2012 by the County Attorney's Office and Emerge!

In 2016, the County received a VOCA grant that currently enables Tucson Police Department and PCAO to work together in a Sexual Assault Kit Backlog Reduction Project. That collaboration provides a full time employee (FTE) PCAO Victim Services Division advocate who works with Sexual Assault Unit detectives to: (a) notify and provide ongoing support for victims whose previously untested/stored sexual assault kits (some up to 20 years old) result in the DNA identification or verification of their offender(s); and (b) offer information and victim services to new sexual assault victims, all of whose sexual assault kits are now sent to a lab for testing.

All five of the municipal police agencies, as well as the Sheriff's Department, PCAO, Emerge!, and Southern Arizona Legal Aid, along with representatives from indigent defense and the courts, came together last spring for a half-day of strategic planning regarding the best blueprint for a better coordinated community-wide response to Domestic Violence, and there was unanimity among all participating agencies that the top priority was to focus on the highest risk cases as determined by a Lethality Assessment or risk assessment tool, such as the new APRAIS instrument. All are seeking funding to expand their services to focus on high risk cases. This grant application focuses on the PCAO Domestic Violence Unit's development of a High Risk Team and the leadership and management of the crisis hotline at Emerge! to concentrate on and expand its response to victims at high risk. Other funding applications will focus on training and more widespread implementation for law enforcement and legal services, as well as other needs of Emerge! to expand its direct services and the housing resources it provides.

Roles and Responsibilities of Each Partner

The Pima County Attorney's Office agrees to:

- Serve as lead agency for this grant on behalf of Pima County. In that capacity, the Pima County Attorney's Office will: coordinate all activities outlined in the *Fiscal Year 2017 Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence, and Stalking Grant* application, manage the contract and all payments to the nonprofit project partner, Emerge! Center Against Domestic Abuse, monitor the progress of the project in order to ensure that all activities are conducted as planned and budgeted, and prepare/submit all required or requested reports.
- Establish a High Risk Team consisting of a .25 FTE Supervising Attorney/Project Director, 1.0 FTE prosecuting attorney, 1.0 paralegal and 1.0 legal processing support staff. Together, they will manage the flow of APRAIS risk assessment information, aggressively prosecute the cases involving the most dangerous offenders and at-risk victims, and ensure that other DV and Misdemeanor Unit staff have adequate information and training in the use of the APRAIS tool.
- Ensure that all victims at high-risk who did not initially accept the offer of Emerge! for safety planning and other services are offered the opportunity again and also connected with a PCAO Victim Service Division advocate who will be available to support them through the adjudication process.
- Ensure that other PCAO DV Unit and Misdemeanor Unit staff members have adequate information about the dangerousness of offenders and risk level of victims as identified using APRAIS.
- In conjunction with Emerge! and PCAO Victim Service Division, coordinate and/or provide law enforcement training on Risk Assessment Protocol and the APRAIS tool as well as other topics that enhance this project such as: witness intimidation; gender bias; sexual assault and/or stalking in the context of DV; the unique nature of victim trauma in DV and sexual assault; and meeting the unique needs of underserved populations, including those with disabilities or limited English proficiency, young teens, older adults, and members of the LGBTQ community.
- Lead the Pima County DV Steering Committee and Fatality Review Team.
- Conduct quarterly process and annual outcome evaluation meetings.

Emerge! Center Against Domestic Abuse agrees to:

- Hire and supervise a 1.0 FTE Emerge! Hotline Supervisor who will report to the Director of Domestic Abuse Services to:
- Ensure that victims at high risk identified through the new APRAIS tool receive immediate safety planning and referral to shelter services as needed via the Emerge! 24-Hour Hotline.
- Ensure that victims at high risk receive follow-up direct services or referrals by Emerge! staff and volunteers as needed to heal and move forward more safely and autonomously. Those services may include, but are not limited to: crisis intervention, safety planning, 911 emergency cell phones, clothing, financial assistance, housing, employment, Department of Economic Security application assistance, medical assistance, parenting education services, victim compensation information and application assistance, relocation, support groups, help

in filing petitions for Orders of Protection, victims' rights education, assistance with citizenship, naturalization, and Violence Against Women Act documentation.
- Coordinate follow-up victim services with the PCAO Victim Service Division as appropriate to victim needs.
- Participate in quarterly grant process evaluation meetings.
- Participate in Pima County DV Steering Committee and Fatality Review Team meetings.
- Work with PCAO to provide and/or coordinate law enforcement trainings.
- Keep records and submit reports to the project director within the limits of client confidentiality.

The Pima County Sheriff's Department, Tucson Police Department, South Tucson Police Department, Sahuarita Police Department, Oro Valley Police Department, and Marana Police Department agree to:

- Participate in trainings on the APRAIS Tool and its implementation that are presented by the State, Pima County Attorney's Office and/or Emerge!
- Use the new APRAIS tool as its standard method of determining the dangerousness of offenders and vulnerability of victims in all cases of intimate partner domestic violence that result in an arrest that is presented to the Pima County Attorney's office for prosecution.
- Call PCAO Victim Services Division to request on-scene or telephone crisis information services for traumatized, high-risk victims.
- Ensure that all victims who are determined to be at high risk for increasing dangerousness are immediately connected with the Emerge! Hotline as called for in APRAIS policies and procedures. Share timely information with the Pima County Attorney's Office High Risk Team to ensure that offenders who are identified as highly dangerous can be adequately investigated, charged and tracked and that victim safety and privacy is addressed in all activities.
- Crosstrain with other project partners and participate in appropriate trainings provided by the Pima County Attorney's Office DV Unit, Emerge! and/or OVW.
- Participate in the Pima County DV Steering Committee and Fatality Review Team.
- Keep records, participate in quarterly project process evaluations, and submit reports to the project director within the limits of client confidentiality.

Resources

PCAO will provide office space, supplies, and local travel reimbursement to all PCAO project staff, and assume the portions of their salary and benefits that are not requested in the grant. The grant will subsidize the salary and benefits of the High Risk Team, including: 1 prosecuting attorney, 1 paralegal and 1 Legal Processing Support staff member at a cost of $711,925 over three years. The grant will also cover all travel costs related to OVW-provided or -approved trainings of PCAO and MOU partner staff at a cost of $20,800 for a total three-year cost of $711,925.

Emerge! Center Against Domestic Abuse will provide office space, supplies, and local travel reimbursement to the 1.0 FTE Hotline Manager. It will also provide in kind supervisory time and record-keeping by the Program Manager for Community Based Services. The grant will subsidize the salary, benefits, office supplies, and local travel of the Hotline Manager at a cost of $55,000 per year, for a three-year contract total cost of $165,000.

The Pima County Sheriff's Department, Tucson Police Department, South Tucson Police Department, Sahuarita Police Department, Oro Valley Police Department, and Marana Police Department are fully committed to working with each other and with the Pima County Attorney's Office and Emerge! to achieve the goals and objectives of this project. To that end, each will assume all costs related to their participation as shown in this MOU.

Participation in Planning

All agencies have been involved in planning for this project over the past year. Additionally, PCAO, Emerge!, and local law enforcement agencies have served on the Working Group at the Arizona Prosecuting Attorney's Advisory Council that was asked by the Administrative Office of the Courts to develop a uniform, statewide lethality assessment and has been working for more than a year to develop the new APRAIS program.

By signing below, all parties agree to the proposed plan and budget as described in the grant application and outlined in this MOU:

_____

C.H. Huckelberry
Pima County Administrator Date

_____

Barbara LaWall
Pima County Attorney Date

_____

Ed Mercurio-Sakwa, Chief Executive Officer
Emerge! Center Against Domestic Abuse Date

_____

Mark Napier
Pima County Sheriff Date

_____

Chris Magnus
Tucson Police Chief Date

_____

Michael B. Ford
South Tucson Police Chief Date

_____

John Noland
Sahuarita Police Chief Date

_____

Daniel Sharp
Oro Valley Police Chief Date

_____

Terry Rozema
Marana Police Chief Date

Council-Regular Meeting **C5**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: April 4, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-028: Relating to the Marana Regional Airport; approving and authorizing the Mayor to execute a land/facility use agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the airport as an air tanker base for fire suppression activities during fire season (Jane Fairall)

Discussion:

For a number for years, the Arizona Department of Forestry and Fire Management (formerly the Arizona State Forestry Division) has used property on the premises of the Marana Regional Airport each fire season as a base for air-based fire suppression, either through a sublease with Northwest Fire District or most recently, through a direct agreement with the Town. The proposed Land/Facility Use agreement will continue this relationship.

The agreement will allow the Department to park single engine air tankers at the airport during the fire season (roughly May through July), as well as temporary mobile office building/trailers. In addition, the Department may station an airplane and a helicopter at the airport for fire reconnaissance and fire support. Pursuant to the agreement, Town rental/parking fees would be waived, but the Department would be required to pay for its own water and electric utilities associated with its use of the airport property directly to the utility companies. The agreement will be in place for one year.

Financial Impact:

Fiscal Year:	17 and 18
Budgeted Y/N:	N
Amount:	$600.00

Pursuant to the terms of the agreement, the Town would waive approximately $600 in parking/rental fees for the fire season.

Staff Recommendation:

Staff recommends approval of the agreement.

Suggested Motion:

I move to adopt Resolution No. 2017-028, approving and authorizing the Mayor to execute a land/facility use agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management for use of the airport as an air tanker base for fire suppression activities during fire season.

Attachments

Resolution No. 2017-028

Exhibit A to Resolution - Agreement

Exhibit A to Agreement - Map

MARANA RESOLUTION NO. 2017-028

RELATING TO THE MARANA REGIONAL AIRPORT; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LAND/FACILITY USE AGREEMENT BETWEEN THE TOWN OF MARANA AND THE ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT FOR USE OF THE AIRPORT AS AN AIR TANKER BASE FOR FIRE SUPPRESSION ACTIVITIES DURING FIRE SEASON

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

WHEREAS the Arizona Department of Forestry and Fire Management desires to use property at the Marana Regional Airport as an air tanker base for fire suppression activities in Southern Arizona during the fire season; and

WHEREAS the Town Council finds that entering into the Land/Facility Use Agreement with the Arizona Department of Forestry and Fire Management is in the best interests of the Town and its citizens.

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

SECTION 1. The Land/Facility Use Agreement between the Town of Marana and the Arizona Department of Forestry and Fire Management attached to and incorporated by this reference in this resolution as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute it for and on behalf of the Town.

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 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT

LAND/FACILITY USE AGREEMENT

Agreement #: _____

Resource Order #: _____

The Town of Marana, as owner of the property described herein (the "Owner"), agrees to furnish the described land or facilities (the "Property) to the Arizona Department of Forestry and Fire Management (the "State") for use as a single engine air tanker base for fire suppression activities (the "Base") pursuant to the terms and conditions set forth in this Land/Facility Use Agreement (the "Agreement").

1. **DESCRIPTION OF PROPERTY/FACILITIES:** The Property is described as follows: that certain real property at the Marana Regional Airport, located at 11700 W. Avra Valley Road, Marana, Arizona, consisting of an approximately 8,925 square foot pad (245 feet x 105 feet x 35 feet x 80 feet x 210 feet x 25 feet) on the northwest portion of the helicopter ramp area, west of Taxiway A. Additionally, aircraft can be parked on the main parking ramp located northwest of the helicopter ramp. The Property is more particularly shown in the location map attached to and incorporated in this Agreement as Exhibit A.

2. **TERM:** This Agreement shall remain in effect for one year, from April 24, 2017 through April 23, 2018, unless it is terminated sooner pursuant to the terms of this Agreement.

3. **USE:** The State shall use the Property as a single engine air tanker base for fire suppression activities during the fire season. The "fire season" is typically defined as May through July each year, but the State may occupy the Property earlier or later in the year as the State determines is necessary for fire suppression activities. The State shall notify the Town when the State intends to occupy the Property. The allowed uses under this Agreement shall include the use of tie down space for single engine air tankers parked on the Property by the State or the State's contractors for fire suppression activities. Additionally, the State shall be permitted to park trailers or other mobile building structures on the Property for use as office space for personnel operating out of the Base. The State shall also be permitted to station on the Property an Air Attack platform (one airplane) for fire reconnaissance and a helicopter for fire support.

a. Under no circumstances may the State (i) use or permit the use of the Property for any purpose other than for the purposes described in this Agreement, (ii) cause or permit waste of the Property or (iii) adversely affect the Owner's title and rights to the Property, including any water rights or any other rights owned or claimed by the Owner.

b. The State shall make no structural or electrical modifications, painting or other alterations to the Property.

4. **TERMINATION:** This Agreement may be terminated by mutual written agreement of the parties or by and at the sole discretion of the Owner. If terminated by the Owner, the Owner shall give the State at least 60 calendar days' written notice of termination, unless the Owner determines that a shorter period of notice is necessary in order to address an imminent health or safety issue.

5. **ENVIRONMENTAL IMPACT:** The State, at its own expense, shall ensure that the State and the State's agents, employees, contractors, and invitees comply with all present and hereafter enacted Environmental Laws, and any amendments thereto, affecting operations on the Property. "Environmental Laws" means any and all laws, rules, regulations, regulatory agency guidance and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority) now in effect or hereafter enacted that deal with the regulation or protection of the environment (including the ambient air, ground water, surface water, waste handling and disposal, and land use, including sub-strata land), or with the generation, storage, disposal or use of chemicals or substances that could be detrimental to human health, the workplace, the public welfare, or the environment. The State shall be responsible for cleaning up any fire retardant or fuel spills associated with the State's use and occupation of the Property.

6. **INDEMNIFICATION:** The State shall defend, indemnify and hold harmless the Owner, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) arising out of the State's use of the Property or the State's negligent acts or omissions in connection with this Agreement.

7. **INSURANCE:** The parties understand and agree that the State's contractors are required to provide evidence of insurance to the State pursuant to written contract with the State. The State shall require those contractors who use the Property pursuant to this Agreement to (a) name the Owner as an additional

insured in the contractor's insurance policies and (b) provide the Owner with certificates of insurance and additional insured endorsements evidencing the minimum coverages required under the contractors' contracts with the State.

8. **COMPLIANCE WITH LAWS:** In its use and occupation of the Property, the State shall abide by all existing laws of the State of Arizona, County of Pima and Town of Marana and all regulations of the Federal Aviation Administration, as they may be amended from time to time.

9. **INSPECTION:** A pre-use and post-use inspection of the property will be conducted and documented by both the Owner and the State to assess possible damage that may occur during occupancy.

10. **RATE:** The Owner agrees to waive any and all Town of Marana rental fees applicable to the State's use of the Property, including any tie down and parking fees listed in the Town of Marana comprehensive fee schedule. The Property is equipped with a fire hydrant and water meter. The State shall transfer water and electric utilities for the Property into the State's name and the State shall be responsible for paying all water and electric utility bills directly to the utility providers during the time the State uses and occupies the Property. In addition, the State, at its own expense, shall clean and restore the Property to pre-use conditions at the end of each fire season.

11. **LOSS, DAMAGE OR DESTRUCTION:** The State assumes liability for the loss, damage, or destruction of the Property or the Owner's equipment on the Property, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault of negligence of the Owner or Owner's agents.

12. **MODIFICATIONS:** Any changes to this Agreement shall be made in writing and signed by both parties.

[SIGNATURE PAGE FOLLOWS]

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

The "Owner":

THE TOWN OF MARANA,
an Arizona municipal corporation

_____
Ed Honea
Mayor

_____
Date

ATTEST:

_____
Jocelyn Bronson, Town Clerk

APPROVED AS TO FORM:

_____
Jane Fairall, Deputy Town Attorney

The "State":

ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT, an Arizona state agency

By: Peter M. Borozich
(FOR RICK JOHNSON)

Its: AVIATION SPECIALIST

3/21/17
Date



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

Printed by: jcurrie Path: U:\Town_Attorney\Helicopter Ramp Exhibit A.mxd © Town of Marana 2/24/2014

Exhibit A

0 250 500 Feet

Council-Regular Meeting **C6**

Meeting Date: 04/04/2017

To: Mayor and Council

Submitted For: Jocelyn C. Bronson, Town Clerk

From: Suzanne Sutherland, Assistant to the Town Clerk

Date: April 4, 2017

Subject: Approval of March 21, 2017 Regular Council Meeting Minutes (Jocelyn C. Bronson)

Attachments

Draft 03/21/2017 Regular Council Meeting Minutes

MARANA TOWN COUNCIL
REGULAR COUNCIL MEETING MINUTES
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, March 21, 2017, 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. The meeting was called to order by **Mayor Honea** at 7:02 p.m. **Town Clerk Bronson** called roll. All Council Members were present.

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

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

CALL TO THE PUBLIC. There were no speaker cards presented other than those for Item A3.

PROCLAMATIONS

MAYOR AND COUNCIL REPORTS: SUMMARY OF CURRENT EVENTS. Mayor Honea noted that Biz Tucson-Marana is available online as well as paper copies.

MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS. Mr. Davidson noted that the 40th Founders' Day is this coming Saturday. The parade starts at 10:00 a.m., and there will be many activities at Ora Mae Harn following the parade.

PRESENTATIONS

CONSENT AGENDA. ***Motion to approve by Council Member Bowen, second by Council Member Ziegler. Passed unanimously.***

C1 Resolution No. 2017-019; Relating to Development: approving a release of assurances for Saguaro Springs Block 8A and accepting public improvements for maintenance (Keith Brann)

C2 Resolution No. 2017-020: Relating to Municipal Court; approving the appointment of George Dunscomb and Maria Avilez as magistrates pro tempore for the Marana Municipal Court (Laine Sklar)

C3 Resolution No. 2017-021: Relating to Public Works; approving and authorizing the Mayor to sign an intergovernmental agreement with the Regional Transportation Authority for the Arizona Pavilions Park and Ride, and authorizing the Manager to negotiate and sign a lease with the Arizona Pavilions developer for the Arizona Pavilions Park and Ride (Lisa Shafer)

C4 Approval of March 7, 2017 Regular Council Meeting Minutes and March 14, 2017 Study Session Meeting Minutes (Jocelyn C. Bronson)

LIQUOR LICENSES

L1 Relating to Liquor Licenses; recommendation to the Arizona Department of Liquor Licenses and Control regarding a special event liquor license application submitted by Rev. Fr. Virgilio Tabo Jr. on behalf of St. Christopher Roman Catholic Church for Church Fiesta to be held on April 29, 2017 (Jocelyn C. Bronson). **Ms. Bronson** noted that this application was in proper order and that staff is recommending approval. ***Motion to approve by Council Member McGorray, second by Council Member Kai. Passed unanimously.***

BOARDS, COMMISSIONS AND COMMITTEES

COUNCIL ACTION

A1 Ordinance No. 2017.006: Relating to Parks and Recreation; amending Marana Town Code Chapter 13-1 (Parks and Recreation Regulations); amending section 13-1-3 (Use and occupancy rules and regulations) to exclude regulation of model aircraft; adding new section 13-1-4 entitled "Model aircraft operation; definition; prohibitions; exceptions"; and designating an effective date (Jane Fairall).

Ms. Fairall noted that this ordinance regulates drone take-off and landings in parks and at the airport and allows the Parks and Recreation Director to determine safe drone operations. Records of these operations will be kept in the Town Clerk's office. Ms. Fairall also recognized the work of Rachel Dykman, intern in the Legal Department, who researched the bulk of the ordinance. ***Motion to approve by Council Member Bowen, second by Council Member McGorray. Passed unanimously.***

A2 Resolution No. 2017-022: Relating to Parks and Recreation; approving and authorizing the Mayor to execute a Lease Agreement between the Town of Marana and Saint Christopher

Roman Catholic Parish-Marana for the construction and maintenance of a pocket park in Honea Heights (Cynthia Nemeth-Briehn). **Lisa Shafer** and **Cynthia Nemeth-Briehn** co-presented this item. Ms. Shafer began by noting that Ms. Nemeth-Briehn and Steven Vasquez in the Planning Department have been working on the park design. This park is part of the town's neighborhood investment plan which Mr. Davidson brought before Council last year. The purpose was to look at the older neighborhoods in town such as Colonias and see what was necessary to improve streets, sidewalks, parks, drainage and other infrastructure. This project was the first project under that plan and was started because there is no park in the Honea Heights area. The church site was an ideal location because the church has 33 acres of land and there is a basketball court there. So staff has been pursuing a lease agreement with the church this past year for this park. This is a 10-year lease and the town and the church can enter into a 5-year extension after that. The agreement is that the town pays $1 per year up front.

Cynthia Nemeth-Briehn then spoke about the benefits this type of neighborhood park brings to citizens. We are hoping that this type of park would serve as a model for other Marana neighborhoods. There will be a ball park with a turf area, shade trees and seating, a ramada, a playground, parking and landscaping. The cost is estimated to be $350K. Funding sources are a CDBG grant, the affordable housing fund, the town's tipping fees, and other grants the Parks department is currently researching. Staff believes this type of park is very "grant-able." As much as possible, we hope to make this an "in-house" project, using only a limited amount of general funds. Because of its size, this park would be easily absorbed into the existing budget for maintenance operations, taking only about 30 minutes per day to maintain. Amenities such as the ramada and grill lend themselves to rental opportunities of about $12 an hour. There might be an occasional replacement of a tree, a bench or table. We are finalizing our grant research and hope to begin this project in the Fall 2017. **Council Member Ziegler** asked about the use of tipping funds for this park which **Mr. Davidson** responded that half of the tipping fees were to be used for beautification along Avra Valley Road and the other half was to be used for beautification projects around the town. ***Motion to approve by Council Member McGorray, second by Vice Mayor Post. Passed unanimously.***

A3 Resolution No. 2017-023: Relating to Administration; approving the transfer of up to $156,000 in budgeted expenditure authority from the General Fund contingency line item in the fiscal year 2016-2017 budget to various accounts within Community Development and Neighborhood Services for expenses related to startup costs for the new Marana Animal Services division; and authorizing the increase of budgeted full-time equivalent positions from 346.63 to 348.63 for the addition of two Marana animal control officer positions (Erik Montague).

Mr. Montague gave Council an overview of the contingency expenditure as authorized by the Council action at last week's study session to provide for enforcement and an outside contract for sheltering services for animal care services within the town. Staff does not anticipate an adverse impact on the general fund for the current year.

Mayor Honea asked the speakers to come forward with their comments. He called on **Robyn Vanderburg,** who spoke as a county resident representing the welfare of the animal community. She spoke not to the termination of services with the county but the disparity of services by the new contractee. She requested an open meeting between the town, HSSA and the leaders of animal advocacy. Next, **Bonny Harris**, a 16-year resident of Marana spoke regarding last

week's study session. She is not aware of anyone who is in favor of the town getting into the animal care business. She is also upset by the "blackout" by media sources on this subject and the lack of support by elected officials to hear from the constituents on this subject. **Christy Holliger**, a Marana resident, spoke of the concerns raised at last week's study session, specifically regarding the spay and neuter program for community cats, which the town declined to participate in under an IGA with the county. She also addressed and disputed other aspects of statements Ms. Shafer made at the study session. The last speaker was **Sharon Woolridge**, a former Marana resident and now a resident of the county. She wondered who would be running the temporary shelters if they are maintained in north Marana and then had to transport animals to an alternate site. In her experience PACC has been responsive to calls in the past. She also noted that the town would be taking over these animal care services around the 4th of July when many dogs are frightened by the fireworks and loud noises and run away.

Vice Mayor Post asked Mr. Montague if anything would be put in the budget for next for the spay and neuter of animals. **Mr. Montague** responded that what will initially be loaded into the budget will be consist with the numbers comprising the $156K. **Ms. Shafer** interjected that staff is continuing their negotiations with the Humane Society for services, and spay and neuter services is a part of that discussion. The Humane Society is very excited about possibly doing a clinic in north Marana in June to get dogs microchipped because of the 4th of July. There are several programs being considered for inclusion into next year's budget. The Humane Society currently goes out into the community to do vaccination and spay and neuter clinics. **Vice Mayor Post** would like to see a temporary kenneling facility in north Marana. Council Member Ziegler asked several questions on anticipated costs for personnel and equipment, provision for animals in temporary holding facilities and their transportation in a timely manner to the Humane Society and reiterated her opposition to the Council action at the study session last week. Council Member Kai would like staff to come back within a year or two to show Council the actual costs are and to keep a log of all kudos or complaints of this operation. **Vice Mayor Post** pointed out that since 2009, the Council has been aware of the county charges, and there has been discussion every year that a bill has been submitted by the county, and costs have risen over 200%. The reason for bringing this up is to say that we have discussed this issue at meetings in great detail. We have written letters to PACC and asked for substantiation of the bills year after year and gotten responses back that are not clear. There are issues in our community with PACC. He believes the town will do a good job and get this done. We will make sure that this is a service for our residents that is done right and well-received, and we will get people saying thank-you. He continued that it isn't always about money. It's about money in this case because now it got to the point that the county is charging us to the point where we can move into the business. That's where it becomes about money. **Council Member Ziegler** again responded to Vice Mayor Post's remarks and asked again why this issue wasn't vetted with the residents.

Council Member Bowen made a motion to approve Resolution No. 2017-023, second by Vice Mayor Post. Passed 5-2 with Council Members Kai and Ziegler dissenting.

A4 Ordinance No. 2017-007; Relating to Finance; amending the Town of Marana comprehensive fee schedule; and declaring an emergency (Tony Hunter). **Mr. Hunter** noted that during the original revision process encompassing over 50 pages of fees, there were three fees that were revised but omitted in the final document. All the fees and descriptions have been included in the Council supplemental materials and in the required statutory 60-day published

notice. The affected fees are for a preliminary plat, a customer-requested meter re-read and a sewer service establishment fee. He noted that there is an emergency clause included in the ordinance so that these fees can take effect immediately. ***Motion to approve by Council Member Comerford, second by Council Bowen. Passed unanimously.***

ITEMS FOR DISCUSSION/POSSIBLE ACTION

D1 Relating to Legislation and Government Actions; discussion and possible action regarding all pending state, federal, and local legislation/government actions and on recent and upcoming meetings of the other governmental bodies (Gilbert Davidson). **Mr. Davidson** stated that there have been no major changes with bills that we have been tracking.

EXECUTIVE SESSIONS. Mayor Honea asked for a motion to go into executive session on items E2 and E3. ***Motion by Council Member McGorray, second by Council Member Ziegler. Passed unanimously.***

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

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

E2 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town's attorneys in order to consider its position and instruct its attorneys regarding the public body's position regarding settlement discussions conducted in order to resolve litigation in Town of Oro Valley v. Bennett, Pima County Superior Court No. C20160706, funded by the Town of Marana as Lead Agency for the Tangerine Corridor project. **Mr. Cassidy** requested authorization from Council to settle the Bennett litigation for $127,500 plus statutory interest. ***Motion to approve by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

E3 Executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion and consultation with the Town's attorneys in order to consider its position and instruct its attorneys regarding the Town's position in pending litigation and in settlement discussions conducted in order to resolve litigation in Mandarina LLC v Town of Marana, Pima County Superior Court No C20161982. **Mr. Cassidy** requested authorization to proceed in a manner consistent with the discussion in executive session. ***Motion by Council Member Bowen to approve, second by Vice Mayor Post. Passed unanimously.***

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 9:01 p.m. by Council Member Bowen, second by Vice Mayor Post. Passed unanimously.***

CERTIFICATION

I hereby certify that the foregoing are the true and correct minutes of the Marana Town Council meeting held on March 21, 2017. I further certify that a quorum was present.

_____

Jocelyn C. Bronson, Town Clerk

DRAFT

Council-Regular Meeting **A1**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Brian Varney, Senior Planner

Date: April 4, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: PUBLIC HEARING: Ordinance No. 2017.008; Relating to Development; approving a rezoning of approximately 34 acres of land located east of Twin Peaks Road and north of the Lambert Lane alignment from R-144 (Single-Family Residential) to R-6 (Single-Family Residential) (Brian D. Varney)

Discussion:

Rezoning Request
The WLB Group is requesting approval of the Twin Peaks and Lambert Lane rezoning, a proposal to rezone approximately 34 acres of land from R-144 (Single-Family Residential, minimum lot size of 144,000 square feet) to R-6 (Single-Family Residential, minimum lot size of 6,000 square feet). The land use plan proposes a single-family residential development of 59 lots and a significant amount of active and passive open space.

Marana General Plan
The Marana General Plan designates the proposed rezoning area with a land use category of Low-Density Residential (LDR). The LDR land use category is typically characterized by single-family detached homes on relatively large lots with a density range of 0.5 to 2.0 residences per acre (RAC) where the retention of a semi-rural, open character is desired. Environmental factors may allow for clustered housing projects. The proposed density of 1.7 residences per acre falls within the density range prescribed for the Low Density Residential land use category.

Land Use
The rezoning area is bordered on the west by Twin Peaks Road, on the north by a small R-36 zoned parcel soon to be developed with the water booster and reservoir facility to serve development in the area, and on the east and south by Pima County SR (Suburban Ranch) zoned property developed as single-family residential. Property has recently been rezoned to the

northwest and northeast of the subject rezoning area as Twin Peaks Vista and The Preserve at Twin Peaks, respectively, for single-family residential development.

The land use plan for the Twin Peaks and Lambert Lane rezoning proposes a single-family residential development consisting of 59 lots, roadways, drainage, and utility infrastructure, as well as approximately 10.3 acres (30%) of active and passive open space. Future development is proposed to be compatible with surrounding and nearby uses. Smaller lots are concentrated toward the center of the site and along portions of the Twin Peaks Road frontage while larger lots are proposed along the south and east boundaries adjacent to the existing larger lot development in Pima County. The landscaped bufferyards proposed along these boundaries are substantial at a depth of 40 feet to provide an even greater separation from the existing development. The gross density proposed for the site is 1.7 residences per acre. Recreation will consist of a half-acre recreation area as well as a trail system including both private and public trails. A public trail easement will be dedicated to the Town at the time of platting, and the Town will have the opportunity to develop a natural earth pedestrian trail along the south and east boundaries of the site.

The topography of the site is characterized by relatively flat terrain sloping from the northeast to the southwest. The significant natural drainageways will be largely preserved in their natural state and designated as common area with minor encroachments for roadway, utility, and trail crossings. Additional stormwater runoff created by the development will be detained within on-site basins, thereby mitigating impact to upstream and downstream drainage patterns. Town staff will evaluate all on-site and off-site drainage in greater detail during the preliminary plat process and will require the submittal of a drainage study.

The land use plan proposes three lot categories with minimum lot sizes of 6,000 square feet, 21,780 square feet (one-half acre), and 43,560 square feet (1 acre). A mixture of one-story and two-story homes is proposed; however, most lots located along the perimeter of the rezoning area are proposed to be developed with single-story homes. 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 as well as the Town's Residential Design Standards.

Access and Circulation

Primary access to the proposed development will be provided from Twin Peaks Road, and an emergency access will be provided in the southeast part of the site via Lambert Lane. Although it is undetermined at this time whether internal streets will be public or private, streets will be constructed to Town standards. At the time of subdivision platting, or earlier if determined necessary by the Town, the property owner will dedicate additional right-of-way to provide a total half-width of 75 feet for Lambert Lane to extend to Twin Peaks Road. Although the Town does not have imminent plans to extend this roadway, the dedication of right-of-way will provide the necessary property rights in the event it becomes warranted by future traffic studies. Additionally, 30 feet of right-of-way will be dedicated along the east property boundary for Blue Bonnet Road.

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 within Twin Peaks Road near its intersection with Blue Bonnet Road; however, this property will

be dependent upon the imminent construction of the new water booster facility north of the site to meet water pressure requirements. A water service agreement with the Town of Marana as well as plans for the water distribution system to serve this project 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 its intersection with Linda Vista Blvd. The rezoning area lies within the service areas of TRICO, Southwest Gas, Century Link and Comcast.

The Metropolitan Domestic Water Improvement District (Metro Water) submitted a request for a 30-foot permanent water easement for the Northwest Recharge, Recovery, and Delivery System (NWRRDS) pipeline along the south border of the rezoning area, immediately north of the 75-foot half right-of-way being dedicated for Lambert Lane. Metro Water also requested an additional 20-foot temporary construction easement north of the permanent water easement. Upon suggestion of The WLB Group and in consultation with the Town Engineer, Town staff recommends that the NWRRDS pipeline be accommodated within the 75-foot half right-of-way of Lambert Lane.

Citizen Participation
The applicant held a neighborhood meeting on July 28, 2016 to introduce the proposed rezoning to the nearby property owners. Some of the concerns expressed at the meeting included: proposed building heights on the one-acre perimeter lots and seemingly insufficient buffer yards. The applicant agreed to limit building height to one-story on the larger perimeter lots and increased the bufferyard depth to 40 feet along the east and south property boundaries. A number of nearby property owners complimented the applicant for proposing a variety of lot sizes within the plan. The applicant has engaged in continuing conversations with some neighboring property owners and has worked through their concerns.

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-144 (single-family residential, minimum lot size of 144,000 square feet). The proposed change in zoning from R-144 to R-6 (single-family residential, minimum lot size of 6,000 square feet) 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 and Lambert Lane rezoning proposes a density of 1.7 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. 2017.008, approving the Twin Peaks and Lambert Lane 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:
A public hearing was scheduled before the Planning Commission on March 29, 2017. This report to the Town Council was finalized prior to that public hearing taking place; therefore, the Planning Commission's recommendation was not available. The recommendation will be provided to the Town Council at the public hearing scheduled for April 4, 2017.

Suggested Motion:

I move to adopt Ordinance No. 2017.008, approving the Twin Peaks and Lambert Lane Rezoning, subject to the recommended conditions.

Attachments

Ordinance No. 2017.008
Exhibit A legal description
Location Map
Rezoning Application
Updated Conceptual Development Plan
Site Analysis document

MARANA ORDINANCE NO. 2017.008

RELATING TO DEVELOPMENT; APPROVING A REZONING OF APPROXIMATELY 34 ACRES OF LAND LOCATED EAST OF TWIN PEAKS ROAD AND NORTH OF THE LAMBERT LANE ALIGNMENT FROM R-144 (SINGLE-FAMILY RESIDENTIAL) TO R-6 (SINGLE-FAMILY RESIDENTIAL)

WHEREAS Chun-Ying Frank Lin (the "Property Owner") owns approximately 34 acres of property located on the east side of Twin Peaks Road north of the Lambert Lane alignment within Section 11, Township 12 south, Range 12 East, described and depicted on Exhibit "A" attached to and incorporated in this ordinance by this reference (the "Rezoning Area"); and

WHEREAS the Property Owner has authorized The WLB Group to submit an application to rezone the Rezoning Area from R-144 (Single-Family Residential) to R-6 (Single-Family Residential), ("this Rezoning"); and

WHEREAS the Marana Planning Commission held a public hearing on March 29, 2017, and voted 7-0 to recommend that the Town Council approve this Rezoning, subject to the recommended conditions with the deletion of one condition; and

WHEREAS the Marana Mayor and Town Council held a public hearing on April 4, 2017 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-144 (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 Water 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 be 59.

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. Lots 6 through 15 and 43 through 59 as shown on the site plan presented to the Town Council shall be limited to one-story construction.

15. At the time a final subdivision plat is submitted for the Rezoning Area, the Property Owner shall dedicate additional right-of-way to provide a total half-width of 75 feet for Lambert Lane along the entire south boundary of the Rezoning Area. Where 30 feet of right-of-way width currently exists, an additional width of 45 feet will be dedicated. Where no right-of-way currently exists, the entire 75 feet will be dedicated. In lieu of requiring an additional permanent waterline easement in the Rezoning Area, the Town shall accommodate the placement of Metropolitan Domestic Water Improvement District water facilities within the dedicated Lambert Lane right-of-way.

16. At the time a final subdivision plat is submitted for the Rezoning Area, the Property Owner shall dedicate 30 feet of right-of-way along the entire east boundary of the Rezoning Area for Blue Bonnet Road.

17. The Property Owner shall dedicate a public sewer easement through the Rezoning Area extending from the Twin Peaks Road right-of-way to the 40-foot sewer easement along the east property boundary, enabling sewer facilities to be provided to future development west of Twin Peaks Road.

18. During construction of the subdivision, the Property Owner shall grade the Lambert Lane access drive from the west property boundary of Parcel No. 216-32-021C east to the Blue Bonnet Road alignment.

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 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Exhibit "A"

PARCEL 1:

That portion of the South half of the Southwest quarter of the Southeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Southeasterly of the Camino de Manana Road No. 220, as recorded in Book of Maps at page 2, in the office of the Pima County Recorder, Pima County, Arizona.

EXCEPT that portion conveyed in Docket 13648 at page 2596 and re-recorded in Docket 13663 at page 3648, and also recorded in Docket 13688 at page 23, described as follows:

COMMENCING at the Southeast corner of said Section 11, being a found 1-1/4 inch open iron pipe with a nail inside;

THENCE North 89 degrees 29 minutes 27 seconds West upon the South line of said Southeast Quarter, a distance of 1580.19 feet to the POINT OF BEGINNING;

THENCE continuing North 89 degrees 29 minutes 27 seconds West upon said South line, a distance of 92.95 feet to the Southeasterly right of way of Camino de Manana, as recorded in Book 2 of Road Maps at page 1, Pima County Recorder's office, Pima County, Arizona;

THENCE North 25 degrees 10 minutes 27 seconds East upon said right of way, a distance of 670.91 feet to a point of curvature of a tangent curve concave Southeasterly;

THENCE Northeasterly upon said right of way and upon the arc of said curve, to the right, having a radius of 1402.50 feet and a central angle of 1 degrees 58 minutes 02 seconds for an arc length of 48.15 feet to a point on the Westerly right of way line of Decker Drive as recorded in Book 23 of Road Maps at page 40, Pima County Recorder's office, Pima County, Arizona;

THENCE South 01 degree 19 minutes 42 seconds East upon said right of way line, a distance of 6.37 feet;

THENCE South 01 degrees 22 minutes 22 seconds East upon said right of way line, a distance of 186.45 feet to a point on a line 87.00 feet Southeast of and parallel with said Southeasterly right of way of Camino de Manana;

THENCE South 25 degrees 10 minutes 27 seconds West upon said parallel line, a distance of 424.68 feet to a point of curvature of a tangent curve concave Northwesterly;

THENCE Southwesterly upon the arc of said curve, to the right, having a radius of 1364.00 feet and a central angle of 3 degrees 29 minutes 32 seconds for an arc length of 83.14 feet to the POINT OF BEGINNING.

(JV Arb 105)

PARCEL 2:

A portion of the property described in Docket 462 at page 330 in the Southeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, described as follows:

The West 60 feet of the East half of the Southeast quarter of said Section 11 lying South of the new alignment of Camino de Manana/Dove Mountain Boulevard Extension as shown in the Town of Marana Right of Way Plans, Project No. 2001-52, further described as follows:

COMMENCING at the Southeast corner of said Section 11 being a found 1 ¼ inch open iron pipe with a nail inside, bearing South 89 degrees 29 minutes 27 seconds East a distance of 2701.63 feet from the South quarter corner of Section 11, a stone marked 1/4 on the North face;

THENCE North 89 degrees 29 minutes 27 seconds West upon the South line of said Southeast quarter a distance of 1290.84 feet to the POINT OF BEGINNING;

THENCE continuing North 89 degrees 29 minutes 27 seconds West upon said South line, a distance of 60.03 feet to the East one-sixteenth corner of the Southeast quarter of Section 11;

THENCE upon said sixteenth line North 01 degrees 22 minutes 22 seconds West, a distance of 460.63 feet to a point on the Southeasterly line of said new right-of-way alignment;

THENCE upon said right-of-way line North 25 degrees 10 minutes 27 seconds East a distance of 134.25 feet to o point on a line 60.00 feet East of and parallel with said sixteenth line;

THENCE upon said parallel line South 01 degrees 22 minutes 22 seconds East a distance of 582.70 feet to the POINT OF BEGINNING.

(JV Arb 297)

PARCEL 3:

All that portion of the Southeast quarter of the Southeast quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona lying South of the South right-of-way line of Camino de Manana;

EXCEPT the West 60 feet and the South 30 feet thereof;

FURTHER EXCEPT that portion conveyed in Docket 13586 at page 3811 and described as follows:

That portion of the parcel described in Docket 6210 at page 825, records of Pima County, Arizona Recorder, located in the Southeast Quarter of the Southeast Quarter of Section 11, Township 12 South, Range 12 East, Gila and Salt River Base and Meridian, Pima County, Arizona, lying Northwesterly of the Southeasterly right of way of Camino de Manana as proposed by the Town of Marana Project No. 2001-52, described as follows:

BEGINNING at the Northeast corner of the parcel described in Docket 6210 at page 825, also being the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 11, from which Southeast corner of Section 11 bears South 02 degrees 02 minutes 10 seconds East;

THENCE North 89 degrees 54 minutes 28 seconds West, along the North line of the parcel, a distance of 327.83 feet to the point of beginning on the proposed Southeasterly right of way;

THENCE continuing along the North line of the parcel, North 89 degrees 54 minutes 28 seconds West, a distance of 124.20 feet to a point on the Southeasterly right of way of Camino de Manana as it exists;

THENCE along the existing right of way, South 67 degrees 06 minutes 42 seconds West, a distance of 357.43 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the curve having a radius of 686.80 feet and a central angle of 24 degrees 55 minutes 02 seconds, an arc distance of 298.68 feet;

THENCE South 42 degrees 11 minutes 40 seconds West, tangent to the curve, a distance of 238.18 feet;

THENCE South 34 degrees 10 minutes 56 seconds West, a distance of 68.79 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Southwesterly along the curve having a radius of 1402.70 feet and a central angle of 2 degrees 55 minutes 50 seconds, an arc distance of 71.75 feet to the West line of the parcel described in Docket 6210 at page 825;

THENCE South 01 degrees 20 minutes 54 seconds East, a distance of 146.28 feet to the

proposed right of way of Camino de Manana;

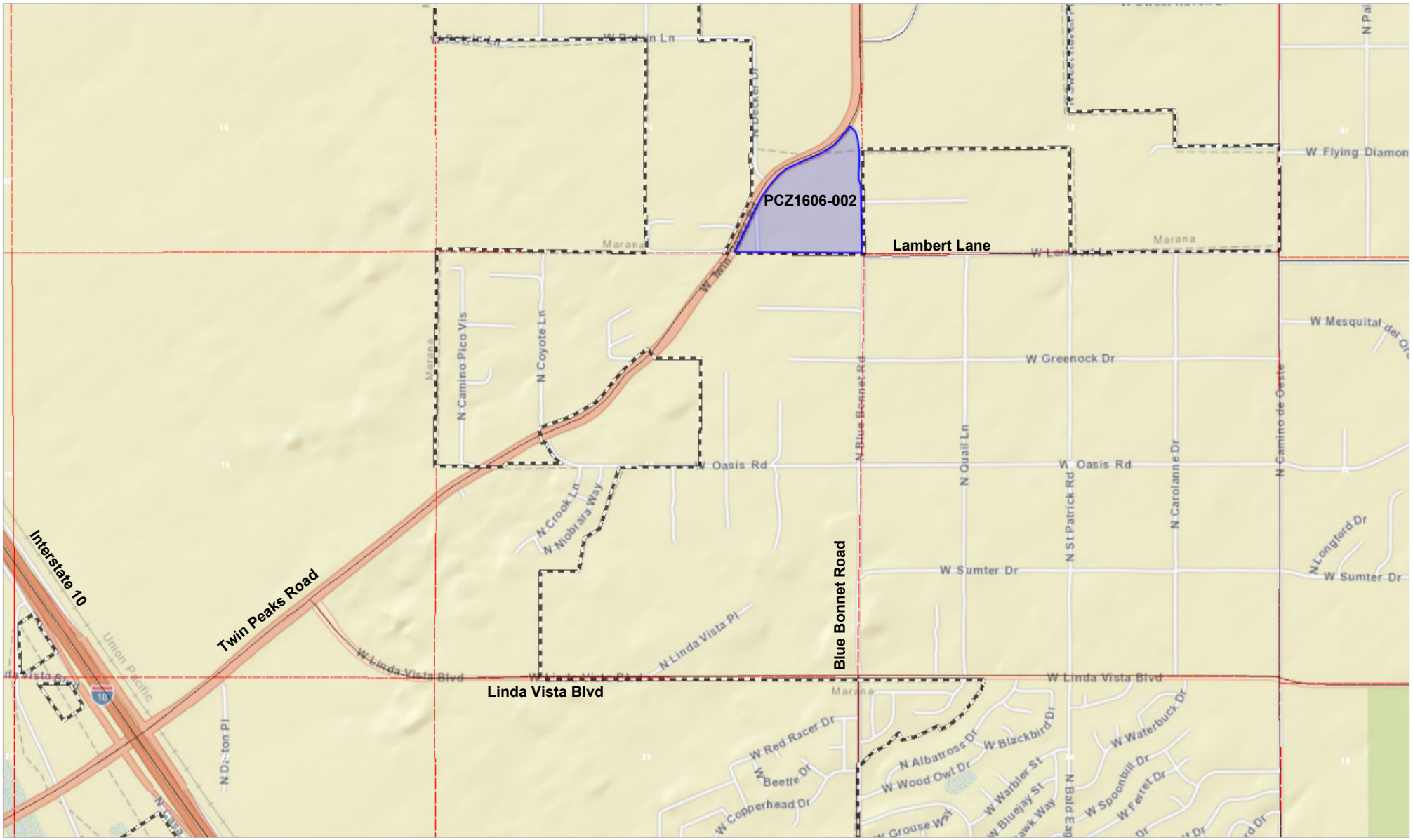
THENCE along the proposed right of way, North 25 degrees 10 minutes 27 seconds East, a distance of 91.35 feet to the beginning of a tangent curve concave to the Southeast;

THENCE Northeasterly, along the curve having a radius of 880.00 feet and a central angle of 41 degrees 56 minutes 15 seconds, an arc distance of 644.11 feet;

THENCE North 67 degrees 06 minutes 42 seconds East tangent to the curve, a distance of 196.11 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly, along a curve having a radius of 1030.00 feet and a central angle of 16 degrees 40 minutes 36 seconds, an arc distance of 299.80 feet to the POINT OF BEGINNING.

(JV Arb 102)



N
W E
S

400m
1000ft

111° 05' 55.382" 32° 24' 09.430" Scale 1:14,526

PCZ1606-002: Twin Peaks and Lambert Lane 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.

MARANA

MARANA
PLANNING

TOWN OF MARANA SUBMITTAL APPLICATION

Type of Application (Check One)

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

General Data Required

Project Name: Twin Peaks 34 Parcel #(s): 216-23-073D; 216-23-072B

Description of Project: Proposed Rezoning from R-144 to R-6 Gross Area (Acres): 33.4

Project Address/Location: 5600 W. Camino de Manana

Property Owner: Chun-Ying Frank Lin Contact Person: Greg Wexler

Street Address: 6088 W. Arizona Pavilions Drive Suite 1 Email: gregwexler@hotmail.com

City: Marana State: AZ Zip Code: 85743

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

Applicant: Meritage Homes Contact Person: Jimmy Gaulin

Street Address: 3275 W. Ina Road, Suite 200 Email: James.Gaulin@meritagehomes.com

City: Tucson State: AZ Zip Code: 85741

Phone #: 225-6853 Fax #: _____ Cell #: 419-2472

Agent/Representative: The WLB Group, Inc. Contact Person: Paul Oland

Street Address: 4444 E. Broadway Email: gpoland@wlbgroup.com

City: Tucson State: AZ Zip Code: 85711

Phone #: (520) 881-7480 Fax #: _____ Cell #: _____

Authorization of Property Owner

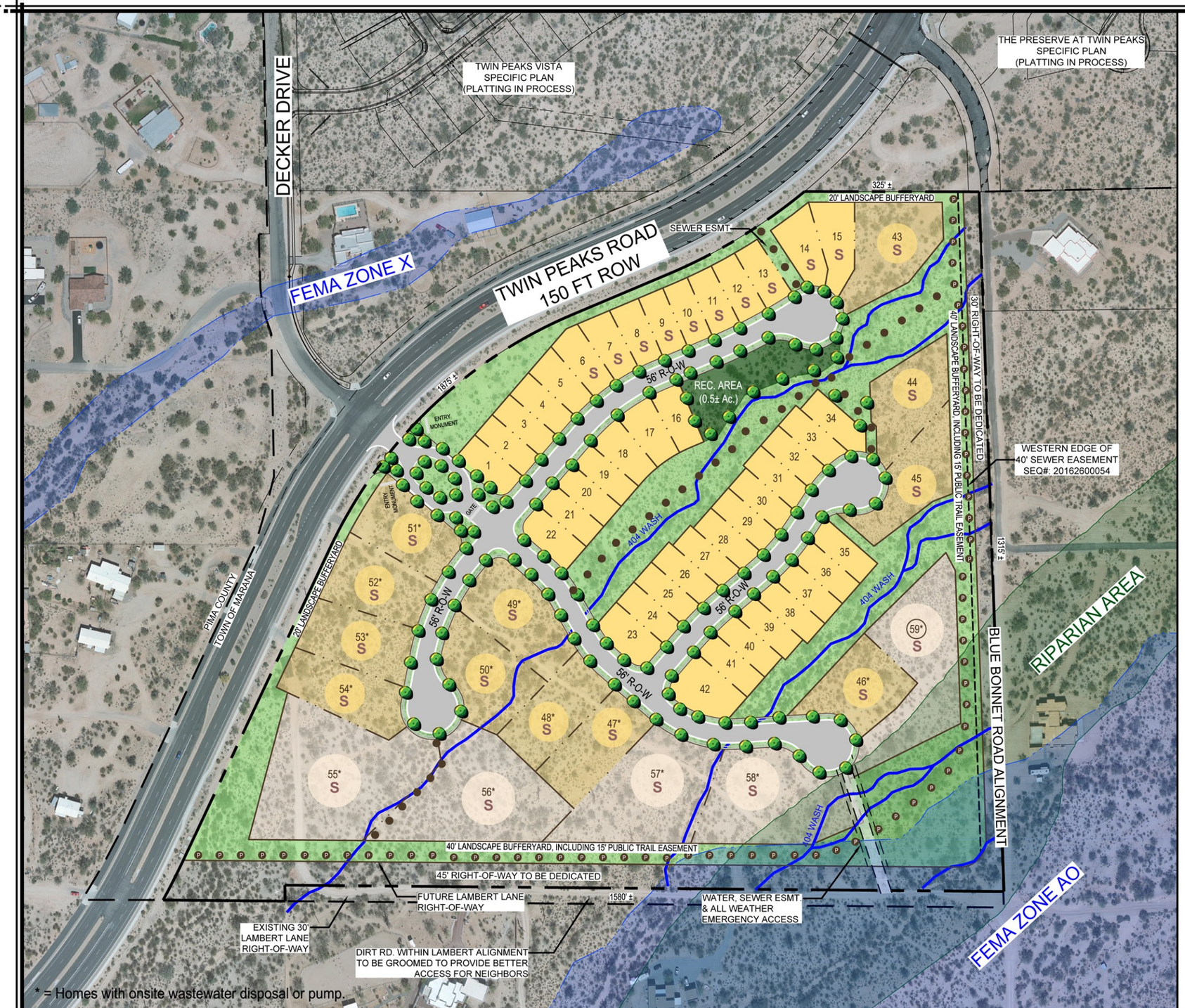
I, the undersigned, certify that all of the facts set forth in this application are true and correct to the best of my knowledge and that I am either the owner of the property or that I have been authorized in writing by the owner to file this application. **(If applicant is not the owner, attach written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

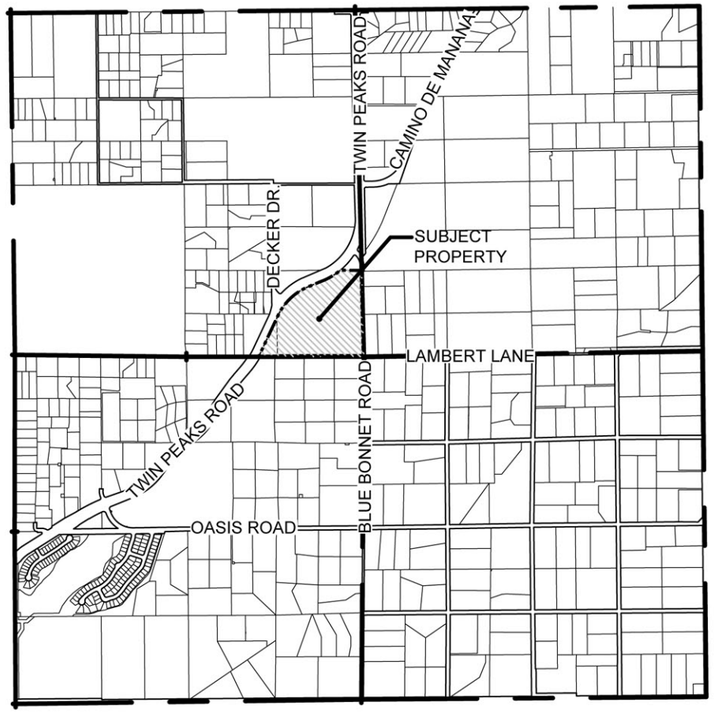
Paul Oland as Agent — for Paul Oland — 6/3/16

Print Name of Owner/Applicant — Signature — Date

Internal Use Only:

Project No. PC21606002 Date Received 6/3/16 Signature _____





SITE LOCATION MAP

LEGEND

Proposed Private Trails: ● ● ● ● ●

Proposed Public Trails: Ⓟ Ⓟ Ⓟ Ⓟ Ⓟ

Single-Story Restriction Indicated By: S

Proposed Homesites:		
	50'x120'	(42: Lots 1-42)
	One-Half Acre	(12: Lots 43-54)
	One Acre	(5: Lots 55-59)

GENERAL NOTES

Property Size:	34.2 Ac.
Existing Zoning:	R-144
Proposed Zoning:	R-6
Proposed Homesites:	59
Proposed Density:	1.7 Homes per Acre
Open Space:	10.3 Acres (30%)

The WLB Group Inc. **WLB**

Twin Peaks & Lambert Lane
Exhibit S - Conceptual Development Plan

2017.03.30
WLB No. 114013-C-001

0' 200'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\S - TDP.dwg Plotted: Mar. 30, 2017

Twin Peaks & Lambert Lane

Rezoning Site Analysis

PCZ1606-002 **02.24.2016**









The WLB Group Inc.

WLB

Engineering · Landscape Architecture
Planning · Surveying · Urban Design



PREPARED FOR:

Meritage Homes of Arizona
Attn: Lisa Hoskin
3275 West Ina Road #220
Tucson, AZ 85741

PREPARED BY:

The WLB Group, Inc.
Attn: Paul Oland
4444 East Broadway
Tucson, Arizona 85711

WLB No. 114013-C-001

March 2017

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I. Introduction

A. Project Overview

The project is a proposed residential development consisting of 34± acres located at Twin Peaks Road and Lambert Lane. This project contains a range of single-family detached home lot sizes to respond to market demand for housing in the northwest Tucson metropolitan area. The Marana General Plan has a vision for up to 2.0 residences per acre along the Twin Peaks corridor, including the subject property. This project will adhere to the general plan designated density by building 59 lots on 34± acres for a 1.7 residences per acre ratio. In addition to the open space the project will also include a centrally located recreation area. This recreation area will add to the project and contribute to the quality of life for residents. The development is a balanced design both for people and for native Sonoran Desert biological resources. By leaving corridors of open space within the site, the native animal populations will be able to traverse the neighborhood and continue their foraging and migration patterns.

The entire Twin Peaks Road corridor is planned to be developed, although much of it is heavily constrained by environmental and hydrological constraints. This site is relatively unconstrained, making it an appropriate place for corridor development to occur. Still, it strikes an important balance between preserving wash corridors, providing transitional density to existing development, and locating appropriate density along major roadway infrastructure.

B. Primary Objectives

- Provide much needed high-quality, environmentally-sensitive, single-family detached homes for new residents wishing to live in the Town of Marana.
- Clustering homes such that the natural desert beauty can be appreciated by future residents within the development, as well as the surrounding residents.
- Provide functional wildlife corridors and preserve sensitive habitat.
- Fulfill the Town of Marana's vision for sustainable growth along Twin Peaks Road (a major regional arterial roadway).
- Construct a residential community that is compatible with both existing and future surrounding land uses.
- Fulfill elements of the Town of Marana Strategic Plan by creating meaningful open space, trail connectivity, and active recreation areas.

This document has been prepared in support of a request to rezone the subject property from R-144 (residential) to R-6 (residential). The subject properties currently consist of two parcels bounded by Twin Peaks Road, Blue Bonnet Road, and Lambert Lane. The General Plan designates these properties as Low Density Residential (LDR), and the existing zoning is R-144. As the market continues to improve, large homebuilders have resurfaced as motivated buyers of platted lots. In the northwest Tucson metropolitan area market, those homebuilders have expressed the strongest demand for production home sites set in the context of significant onsite open space. This rezone is intended to allow the property to be developed in response to this strong demand, while at the same time preserving environmentally-sensitive portions of the site.

If built to current zoning standards, 144,000 square-foot lots and their unrestricted grading areas would blanket the property and significantly impact native wildlife habitat. One of the primary reasons to modify the current zoning is so that the most sensitive portions of the property can be effectively preserved as open space with enforceable restrictions. The proposed development, the region, and the natural functionality and beauty of the Sonoran Desert will benefit indefinitely by clustering housing away from sensitive habitat areas.

Additionally, the development is compatible with the existing adjacent land uses. Although a number of the surrounding properties are vacant, the project has been carefully designed to be sensitive to nearby existing residences by proposing buffers along the project's eastern perimeter, and large one-acre lots along the southern border. This is a more sensitive approach to minimizing impacts to existing residents because it provides density transition onsite.

C. Landscape Concept

Title 17 of the Marana Land Development Code, Environmental Resource Preservation, Native Plant and Landscape Requirements, allows for this type of subdivision development. The project meets the intent of those assembled regulations and directions. In addition, the development will reuse as many native plants as practical for the subdivision's landscaping needs. Native plants are drought tolerant and uniquely suited for the local climate, and further meet the primary objective of developing a sustainable and environmentally-sensitive residential community. 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 within the development site.

II. Inventory & Analysis

The purpose of the Inventory and Analysis section of this document is to catalog the various physical opportunities and constraints impacting the property in order to provide a meaningful and relevant context for the development proposal detailed elsewhere in this document. Only through careful consideration of these existing conditions can a design be truly appropriate for the area and compatible with its surroundings.

A. Existing Land Uses

1. Site Location

   The subject properties are located within Township 12 South, Range 12 East, Section 11, Town of Marana, Pima County, Arizona. The subject properties total approximately 34 acres, and are located on W. Twin Peaks Road between N. Blue Bonnet Road and the W. Lambert Lane alignment. (See Exhibit A: Site Location Map.)

   Pima County tax assessor designates the subject properties as parcels 216-23-073D and 216-23-072B.

   Per Marana Addressing the administrative address for this project is 5565 W. Twin Peaks Rd.

2. Existing On-site Zoning and Land Uses

   The subject properties are currently undeveloped and vacant.

   The subject properties are currently zoned R-144 (Single-Family Residential District) with a minimum lot size of 144,000 square feet.

   The Town of Marana General Plan designates the subject properties as Low Density Residential (LDR: 0.5 – 2.0 dwelling units 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 should promote clustered housing projects. This project follows its recommendations to build relatively low-density residential cluster development that minimizes disturbance to the on-site riparian areas. (See Exhibit C: Existing General Plan Land Uses.)

3. Existing Adjacent Zoning and Land Uses

   a. Surrounding Zoning & Land Uses

   The subject properties are surrounded by the following existing zonings, existing land uses, and General Plan land use designations within a quarter of a mile of the subject property: (See Exhibit C: General Plan Land Use Designations, Exhibit D: Existing Zoning, and Exhibit E Existing Land Uses.)

N:	Existing zoning:	F, Twin Peaks Vista Specific Plan R-36, Single Family Residential
	Existing land use:	Vacant land and single-family residential development
NE:	Existing zoning:	F, The Preserve at Twin Peaks Specific Plan
	Existing land use:	Vacant land

E:	Existing zoning:	SR, Suburban Ranch (Pima Co.)
	Existing land use:	Vacant land and single-family residential development
SE:	Existing zoning:	SR, Suburban Ranch (Pima Co.)
	Existing land use:	Vacant land and single-family residential development
S:	Existing zoning:	SR, Suburban Ranch (Pima Co.)
	Existing land use:	Vacant land and single-family residential development
SW:	Existing zoning:	SR, Suburban Ranch (Pima Co.) GR-1, Rural Residential (Pima Co.)
	Existing land use:	Vacant land
W:	Existing zoning:	GR-1, Rural Residential (Pima Co.)
	Existing land use:	Vacant land and single-family residential development
NW:	Existing zoning:	GR-1, Rural Residential (Pima Co.)
	Existing land use:	Vacant land and single-family residential development

b. Surrounding Building Heights

All nearby structures are single or two story.

c. Surrounding Rezonings

Twin Peaks Oasis Specific Plan, Cascada Specific Plan, Twin Peaks Vista Specific Plan, The Preserve at Twin Peaks Specific Plan.

d. Surrounding Subdivisions and Development Plans

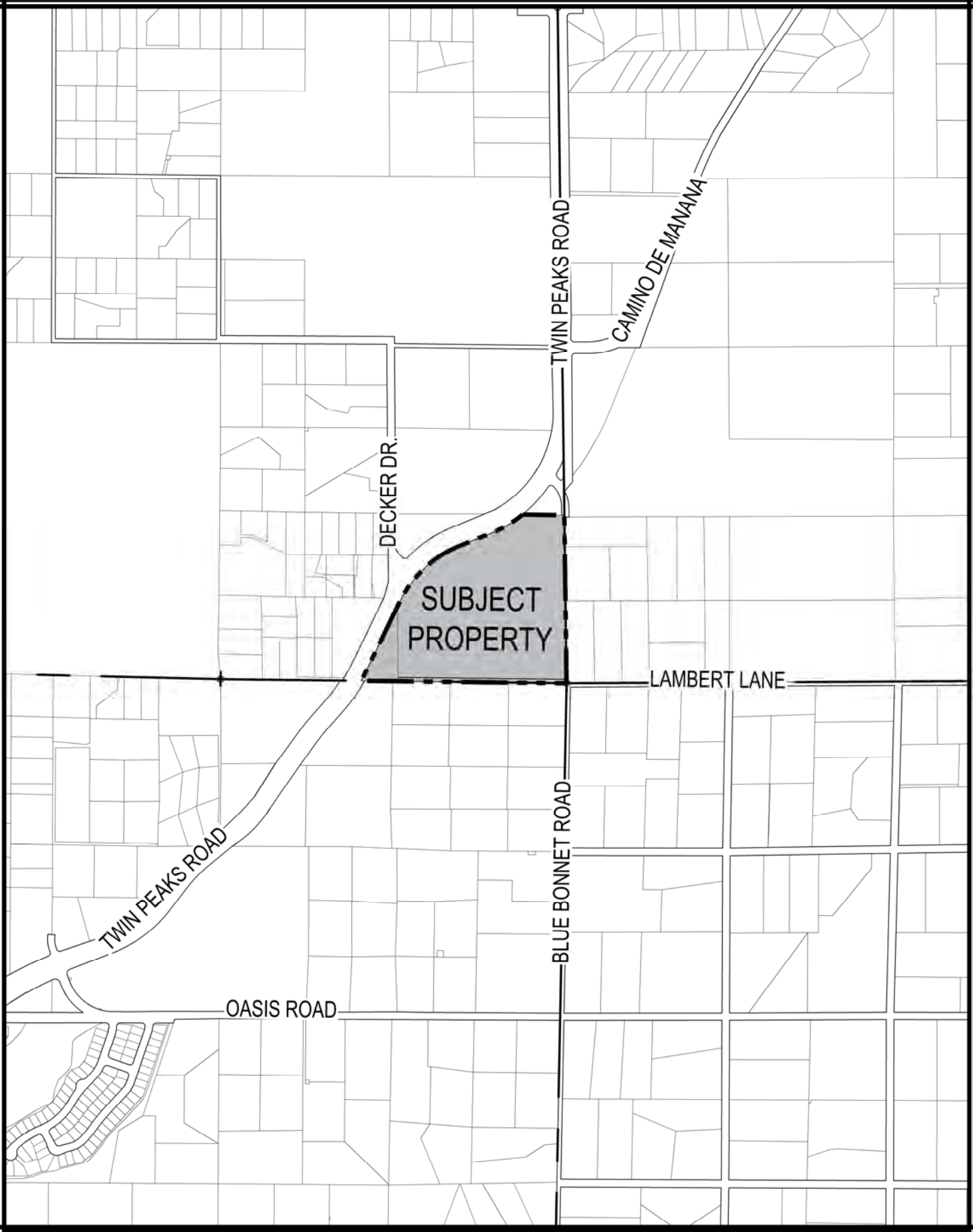
Oasis Hills and Casas de Migel subdivisions are within a mile of the property.

e. Surrounding Architectural Styles

Surrounding architectural styles are typical of most unplanned development in Pima County, which is a mix of contemporary southwestern homes and manufactured housing.

4. Location and ownership of wells/well sites within 100 feet of site

According to ADWR, one well exists on-site: 55-635716. One well exists within 100 feet of the project boundary: 55-591405 and numerous private wells exist further away in the surrounding areas of unplanned development.



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Exhibit A
Location Map

WLB No. 114013-C-011

0' 1000'

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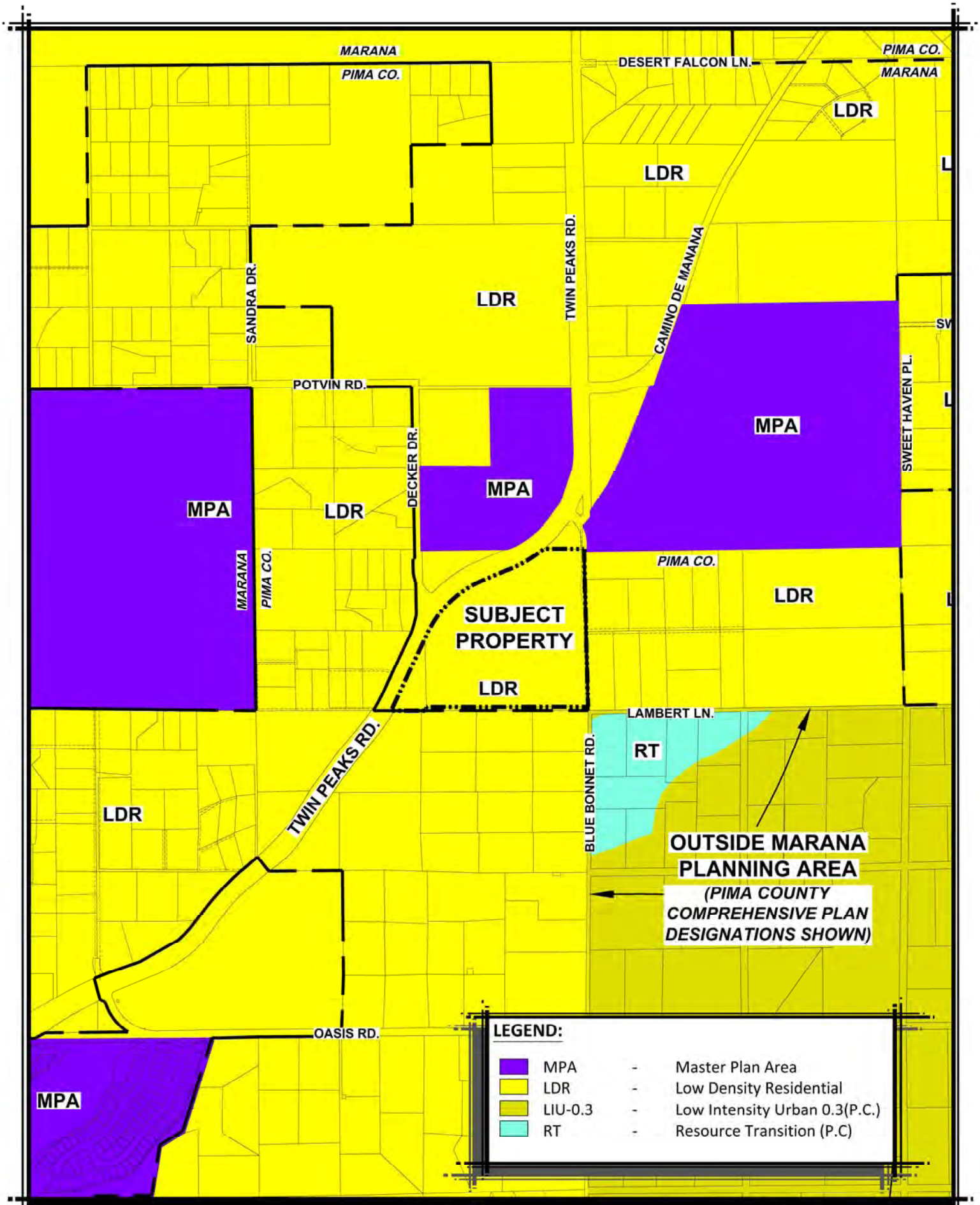
The WLB Group WLB

Exhibit B
Aerial Photo of Vicinity

Aerial Photo Date = 2014
WLB No. 114013-C-001

0' 1000'

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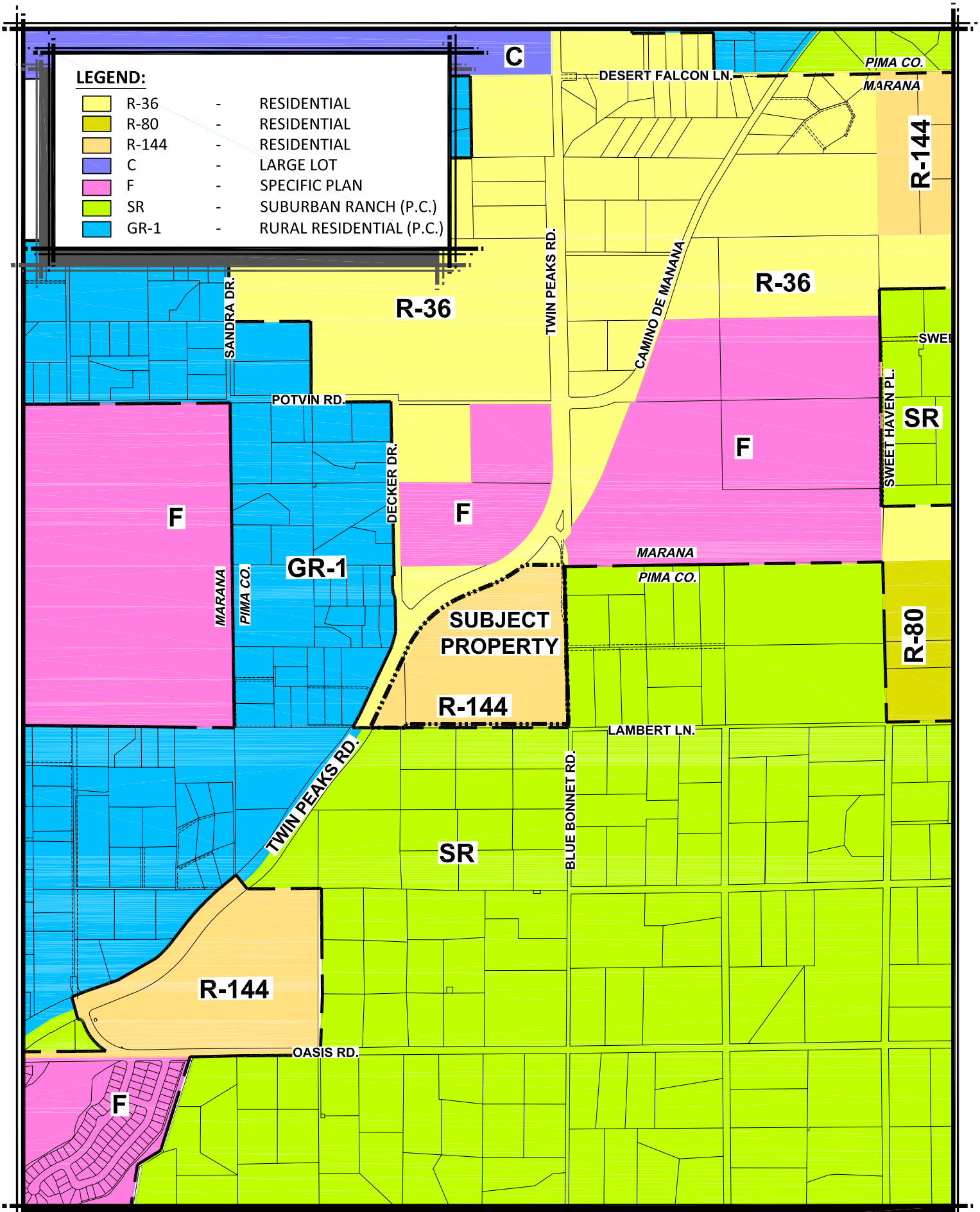
The WLB Group WLB

Exhibit C
Existing General Plan Land Uses

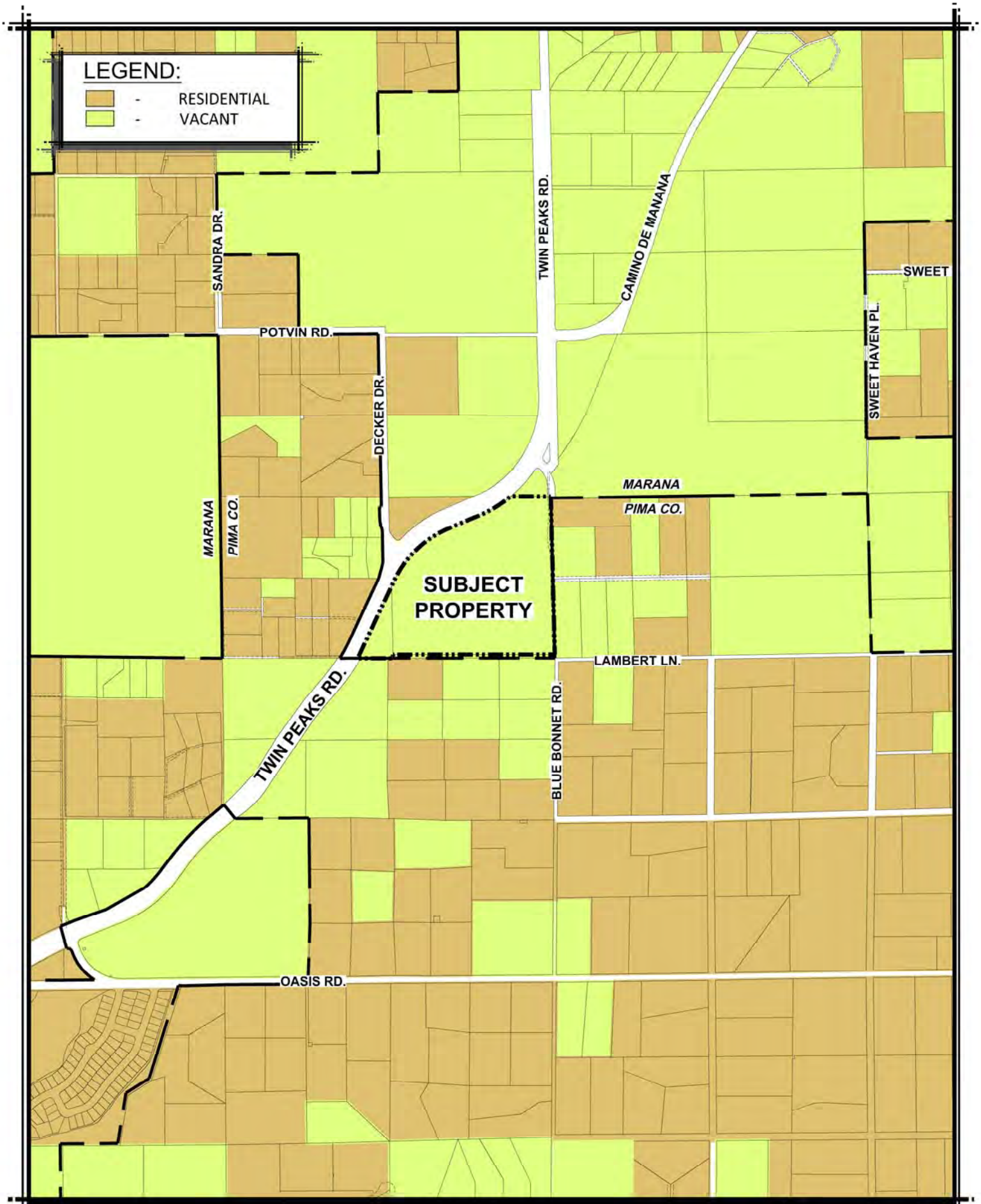
WLB No. 114013-C-001

0 1000'

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Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or CPA\Site Analysis\Exhibits\Existing Zoning.dwg Plotted: Jun. 01, 2016



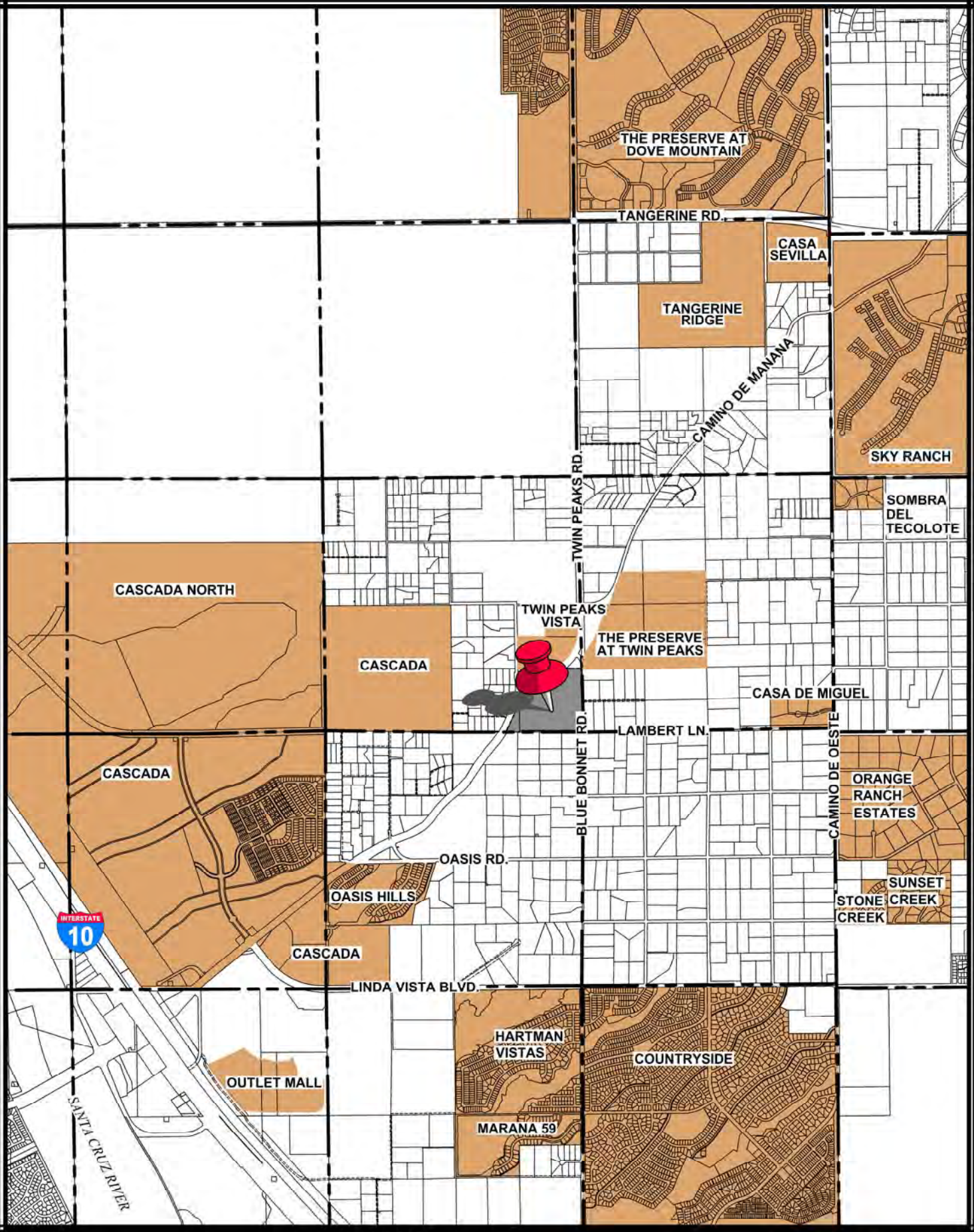
The WLB Group WLB

Exhibit E
Existing Land Uses

WLB No. 114013-C-001

0' 1000'

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Exhibit F
Existing Nearby Developments

WLB No. 114013-C-001

0 Miles 0.5

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\X Nearby Developments.dwg Plotted: Jul. 20, 2016

B. Topography and Slope

1. Topographic Characteristics

The topography of the subject properties is characterized by relatively flat terrain. The subject properties generally slope evenly from northeast to southwest. Elevations range from approximately 2,380 feet above sea level at the northeast corner to 2,330 feet above sea level at the southwest corner of the subject properties. The site does not contain any hillside conservation areas, rock outcrops, slopes of 15% or greater, or other significant topographic features.

2. Pre-Development Slope

a. Average Cross-Slope

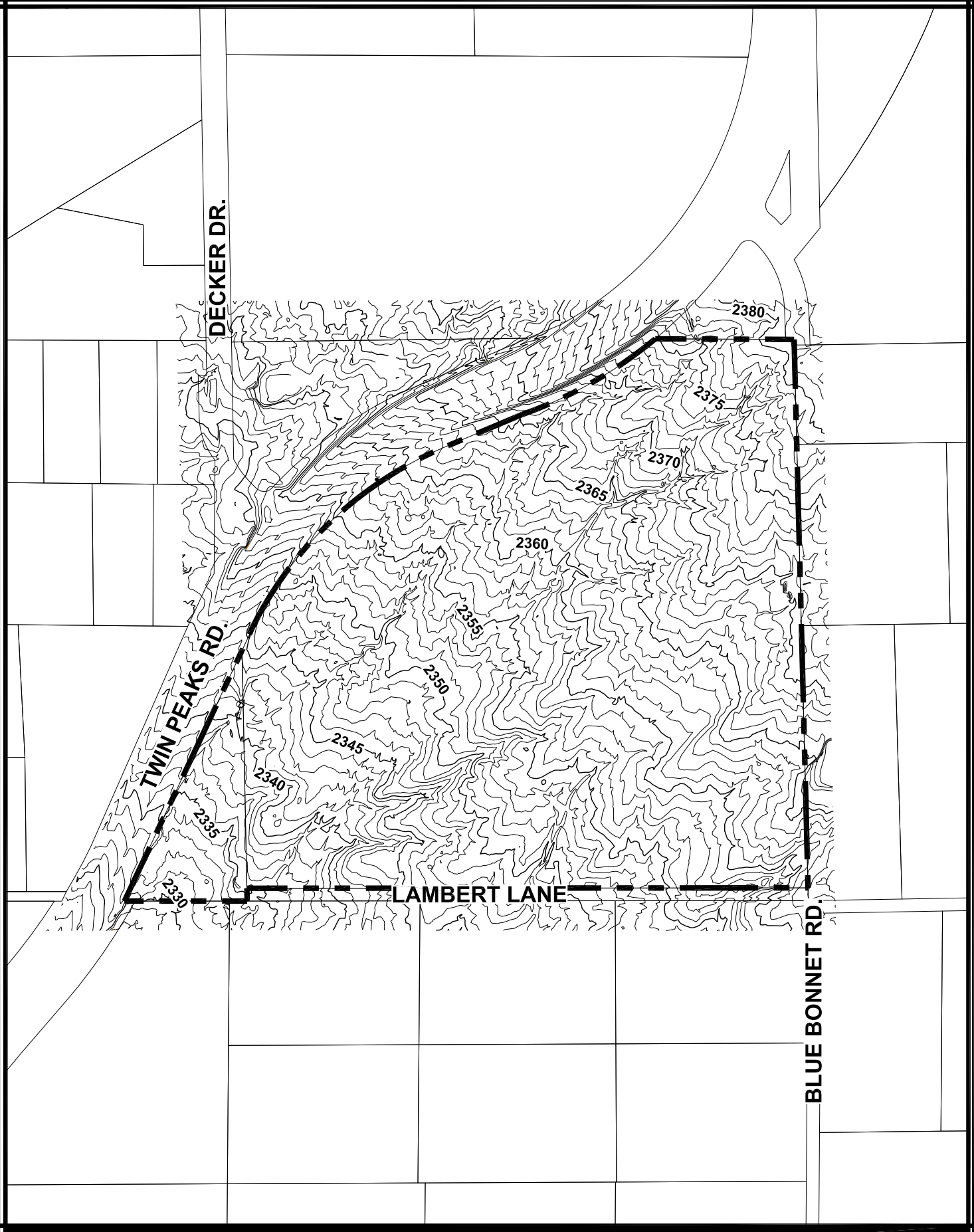
The pre-development average cross-slope for the subject properties is approximately 5.7 percent, according to the following formula:

C = Contour Interval
L = Length of Topographic Contours A = Acreage of Site

(C x L x 0.0023) / A = Average Cross Slope (1’ x 82,410' x 0.0023) / 33.4 = 5.7%

b. Average Overall Slope

The pre-development properties’ average overall slope is 2.6% from the northeast corner to the southwest corner of the project boundary.



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Exhibit G
Topography

Contour Interval = 1ft.
WLB No. 114013-C-001

0' 300'

Q:\114013\C001 - Twin Peaks 3401 Planning\04 Rezone or GPA\Site Analysis\Exhibits\Topo.dwg Plotted: Jun. 03, 2016

C. Hydrology

1. Off-site Features Affecting Site

   Upstream of the site, the low density or underdeveloped 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 the subject property and through two (2) existing drainage structures along Twin Peaks Road. Drainage then continues downstream of the subject properties in the same manner that is exhibited in the upstream watershed.

2. Acreage of Upstream Offsite Watersheds

   The off-site watershed affecting this property is approximately 150 acres with an overall downward slope of approximately 1.5% from the top of the watershed to the subject property.

3. On-site Hydrology Characteristics

   a. 100-Year Floodplains with Discharges ≥ 50 CFS

   Estimated 100-year floodplains are shown on Exhibit H: On-Site Hydrology/FEMA Floodplain.

   b. Areas of sheet flooding and average depths

   There are no areas of sheet flooding onsite.

   c. Federally mapped floodways and floodplains

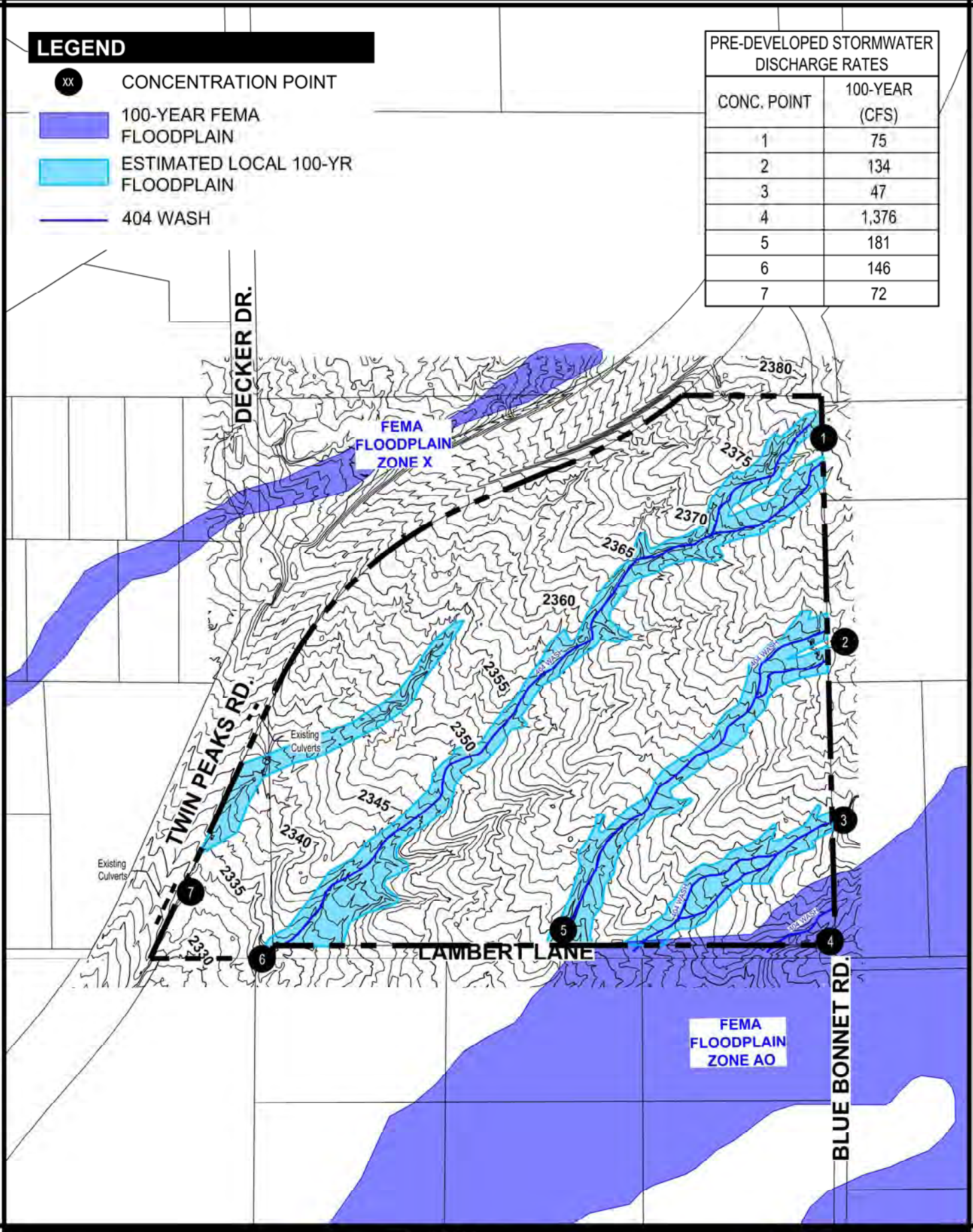
   Federally mapped floodplains exist on-site, but are avoided
   (See FEMA FIRM Map Panel 1065 of 4750, Map Number 04019C1065L and Exhibit H: On-Site Hydrology\FEMA Floodplain).

   d. 100-Year Floodplains with Peak Discharges > 50 CFS

   Estimated 100-year floodplains with discharges are shown on the following exhibit (Exhibit H: On-Site Hydrology\FEMA Floodplain).

4. Existing Drainage Conditions along the Downstream Property Boundary

   See Part 1, above.



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Exhibit H
On-Site Hydrology/FEMA Floodplain

WLB No. 114013-C-001

0' 300'

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D. Vegetation

1. On-site Vegetative Communities

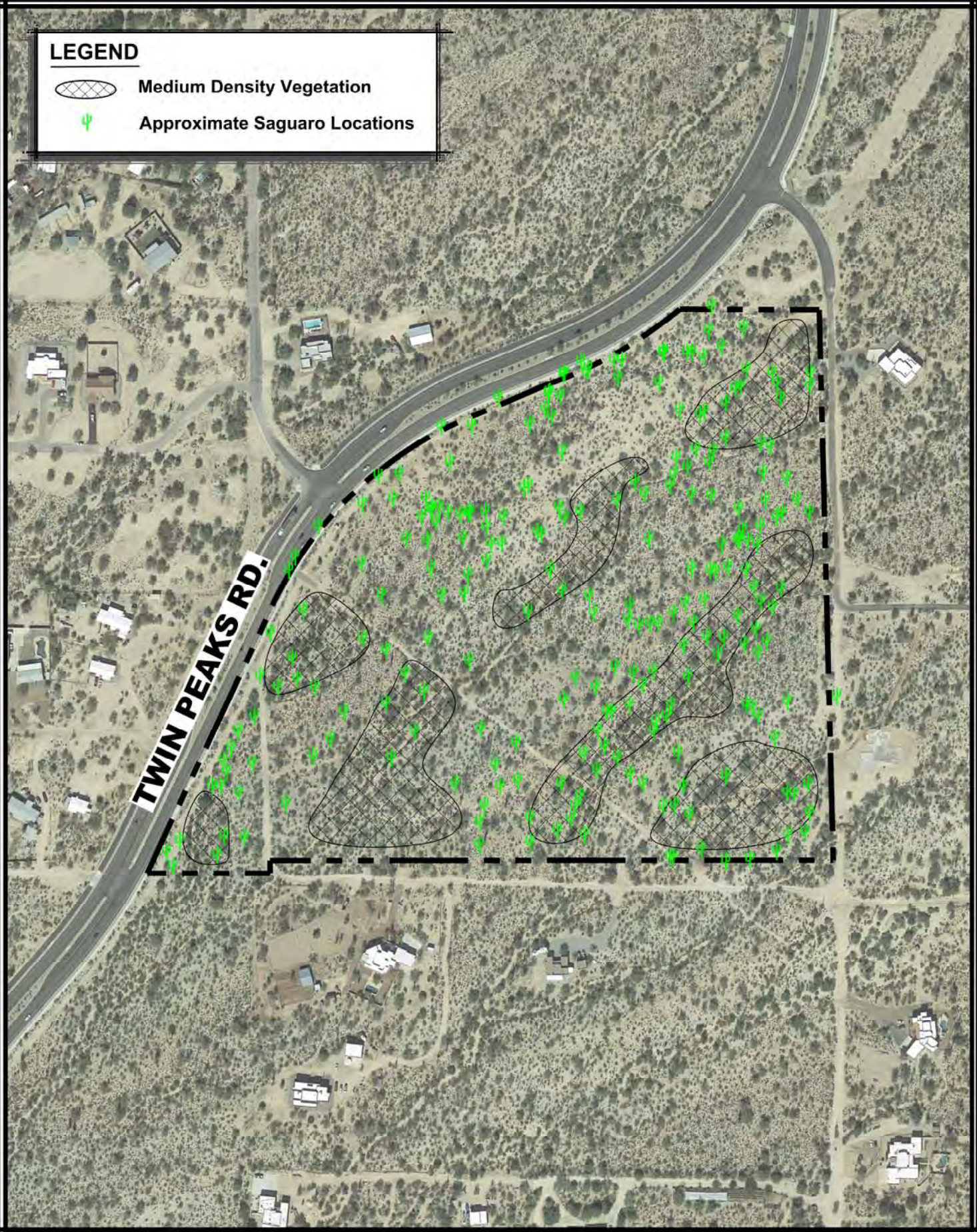
   Site vegetation substantially consists of undisturbed Arizona Upland Sonoran Desert Scrub Biotic Community. The dominant plant association is the Paloverde-mixed cacti community. Species include mesquite, acacia, ironwood, foothills paloverde, creosote bush, and ocotillo, prickly pear, and fishhook barrel cactus. A large number of mature saguaro exists within the subject site.

2. Significant, Threatened, or Endangered Flora

   Illustrated on the significant vegetation exhibit. No threatened or endangered flora are known to exist on site.

3. Vegetative Densities

   Vegetative density of the subject site is approximately 30 percent plant cover.



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Exhibit I
Significant Vegetation

WLB No. 114013-C-001

0' 300'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\I - Significant Vegetation.dwg Plotted: Aug. 18, 2016

E. Wildlife

1. Arizona Game and Fish Department Input

   The Arizona Game and Fish Department's online review tool has been completed, and the Environmental Review report, dated May 4, 2016, states that their most current records indicate the presence of federally listed species within a 3-mile radius of the project boundary along with an identified wildlife corridor.

   Proper steps will be taken during development to mitigate the occurrence of any listed fauna, should they be found onsite.

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 & Decker

User Project Number:
114013-C-001

Project Description:
Rezone for Residential Development

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

Contact Person:
justin currie

Organization:
wlb group

On Behalf Of:
CITY

Project ID:
HGIS-03535

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

Page 1 of 11

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.

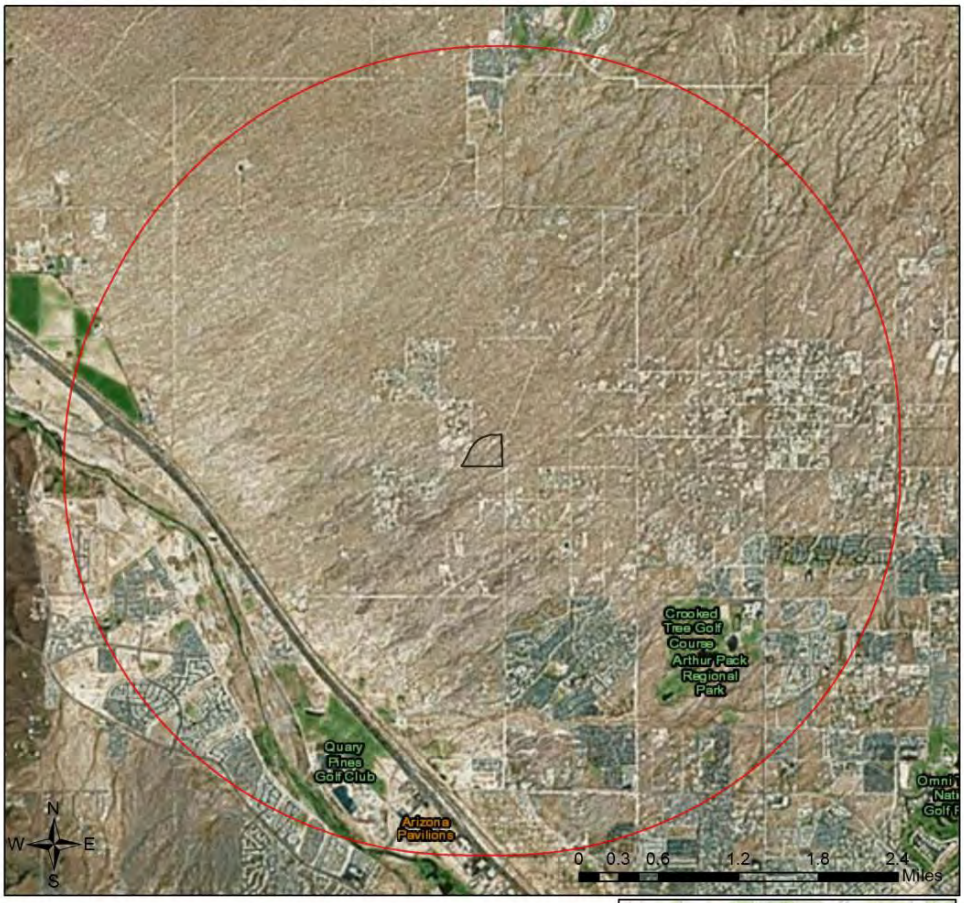
Locations Accuracy Disclaimer:
Project locations are assumed to be both precise and accurate for the purposes of environmental review. The creator/owner of the Project Review Report is solely responsible for the project location and thus the correctness of the Project Review Report content.

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 Departments 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.

Twin Peaks & Decker

Aerial Image Basemap With Locator Map



Project Boundary

Buffered Project Boundary

Project Size (acres): 36.21

Lat/Long (DD): 32.3969 / -111.0823

County(s): Pima

AGFD Region(s): Tucson

Township/Range(s): T12S, R12E

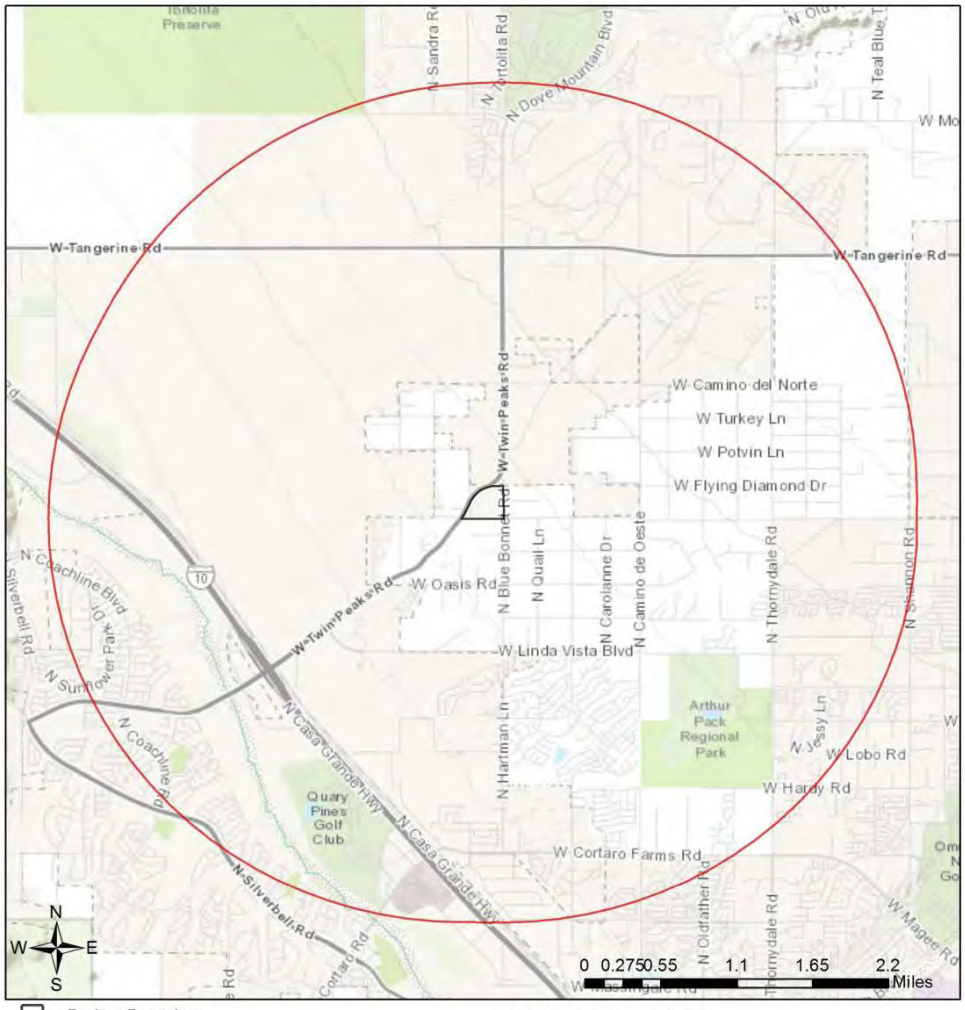
USGS Quad(s): RUELAS CANYON



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),

Twin Peaks & Decker

Web Map As Submitted By User



Project Boundary

Buffered Project Boundary

Project Size (acres): 36.21

Lat/Long (DD): 32.3969 / -111.0823

County(s): Pima

AGFD Region(s): Tucson

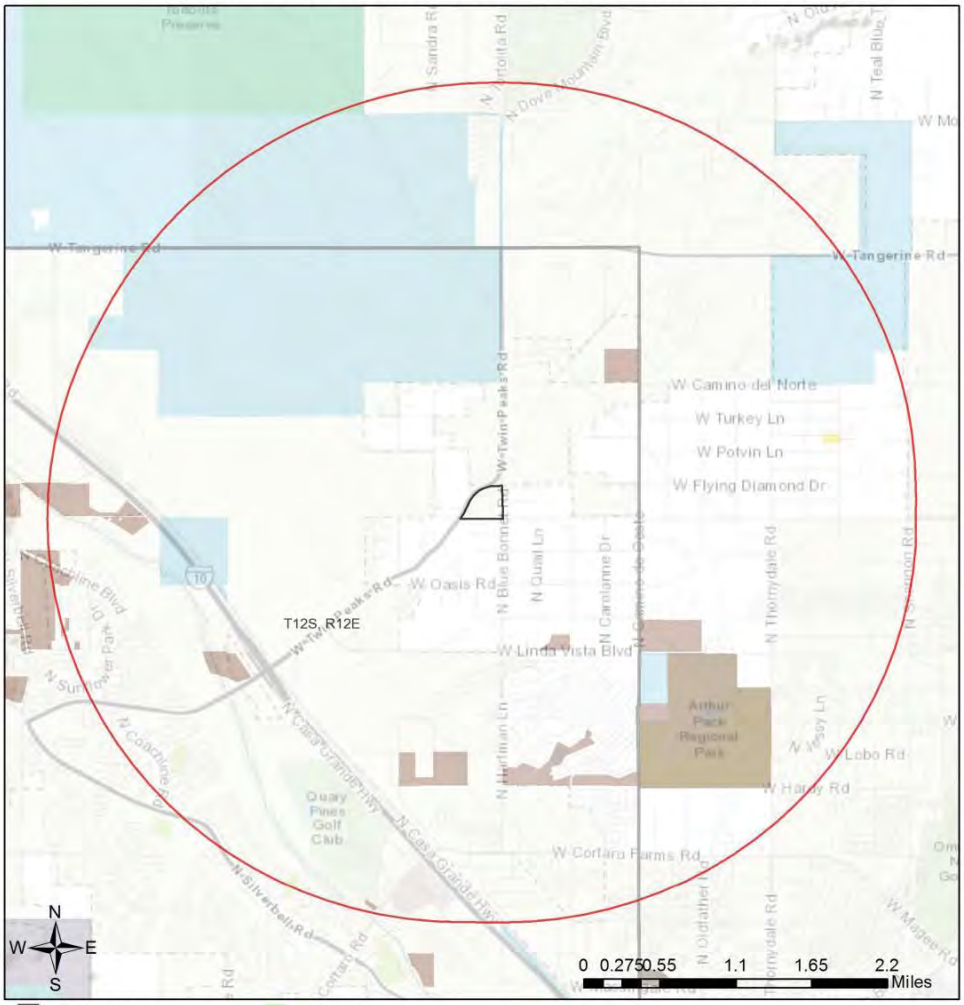
Township/Range(s): T12S, R12E

USGS Quad(s): RUELAS CANYON

Sources: Esri, HERE, DeLorme, 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

Twin Peaks & Decker

Topo Basemap With Township/Ranges and Land Ownership



Project Boundary	Mixed/Other	Project Size (acres): 36.21
Buffered Project Boundary	National Park/Mon.	Lat/Long (DD): 32.3969 / -111.0823
Township/Ranges	Private	County(s): Pima
AZ Game and Fish Dept.	State and Regional Parks	AGFD Region(s): Tucson
BLM	State Trust	Township/Range(s): T12S, R12E
BOR	US Forest Service	USGS Quad(s): RUELAS CANYON
Indian Res.	Wildlife Area/Refuge	
Military		

Sources: Esri, HERE, DeLorme, 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

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

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Aquila chrysaetos	Golden Eagle	BGA		S		1B
Coyote - Ironwood - Tucson Linkage Design	Wildlife Corridor					
Dendrocygna bicolor	Fulvous Whistling-Duck	SC				
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B
Gopherus morafkai	Sonoran Desert Tortoise	C CA	S			1A
Leptonycteris curasoae yerbabuenae	Lesser Long-nosed Bat	LE				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	NPL	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*				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					1B
Buteo regalis	Ferruginous Hawk	SC		S		1B
Chilomeniscus stramineus	Variable Sandsnake					1B
Chionactis occipitalis klauberi	Tucson Shovel-nosed Snake	SC				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				1A
Dipodomys spectabilis	Banner-tailed Kangaroo Rat			S		1B
Euderma maculatum	Spotted Bat	SC	S	S		1B
Eumops perotis californicus	Greater Western Bonneted Bat	SC		S		1B
Falco peregrinus anatum	American Peregrine Falcon	SC	S	S		1A
Glaucidium brasilianum cactorum	Cactus Ferruginous Pygmy-owl	SC	S	S		1B

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

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Gopherus morafkai	Sonoran Desert Tortoise	C*	S			1A
Haliaeetus leucocephalus	Bald Eagle	SC, BGA	S	S		1A
Heloderma suspectum	Gila Monster					1A
Hypsiglena sp. nov.	Hooded Nightsnake					1B
Incilius alvarius	Sonoran Desert Toad					1B
Kinosternon sonoriense sonoriense	Desert Mud Turtle			S		1B
Lasiurus blossevillii	Western Red Bat		S			1B
Lasiurus xanthinus	Western Yellow Bat		S			1B
Leopardus pardalis	Ocelot	LE				1A
Leptonycteris curasoae yerbabuenae	Lesser Long-nosed Bat	LE				1A
Lepus alleni	Antelope Jackrabbit					1B
Macrotus californicus	California Leaf-nosed Bat	SC		S		1B
Melanerpes uropygialis	Gila Woodpecker					1B
Melospiza lincolnii	Lincoln's Sparrow					1B
Melozone aberti	Abert's 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				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				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

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

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Vulpes macrotis	Kit Fox					1B

Species of Economic and Recreation Importance Predicted within Project Vicinity

Scientific Name	Common Name	FWS	USFS	BLM	NPL	SGCN
Callipepla gambelii	Gambel's Quail					
Odocoileus hemionus	Mule Deer					
Pecari tajacu	Javelina					
Puma concolor	Mountain Lion					
Zenaida asiatica	White-winged Dove					
Zenaida macroura	Mourning Dove					

Project Type: Development Within Municipalities (Urban Growth), Residential single dwelling 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 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.

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.

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.

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
2321 W. Royal Palm Rd, Suite 103
Phoenix, AZ 85021
Phone: 602-242-0210
Fax: 602-242-2513

Tucson Sub-Office
201 N. Bonita Suite 141
Tucson, AZ 85745
Phone: 520-670-6144
Fax: 520-670-6155

Flagstaff Sub-Office
SW Forest Science Complex
2500 S. Pine Knoll Dr.
Flagstaff, AZ 86001
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.

HDMS records indicate that Lesser Long-nosed Bats have been documented within the vicinity of your project area. Please review the Lesser Long-nosed Bat Management Guidelines at: http://www.azgfd.gov/hgis/documents/FINALLecuyeHabitatGdln.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.

F. Soils and Geology

1. Soils

   The National Resources Conservation Service notes the subject property as " Hayhook- Sahuarita Complex 1 to 5 percent slopes, Palos Verdes-Jaynes Complex 2 to 8 percent slopes, Hayhook Sandy Loam 1 to 5 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. Detailed geotechnical investigation will be performed prior to development.

2. Geology

   The project lies within the Tortolita Fan area, which falls into the Santa Cruz River basin valley. The US 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."

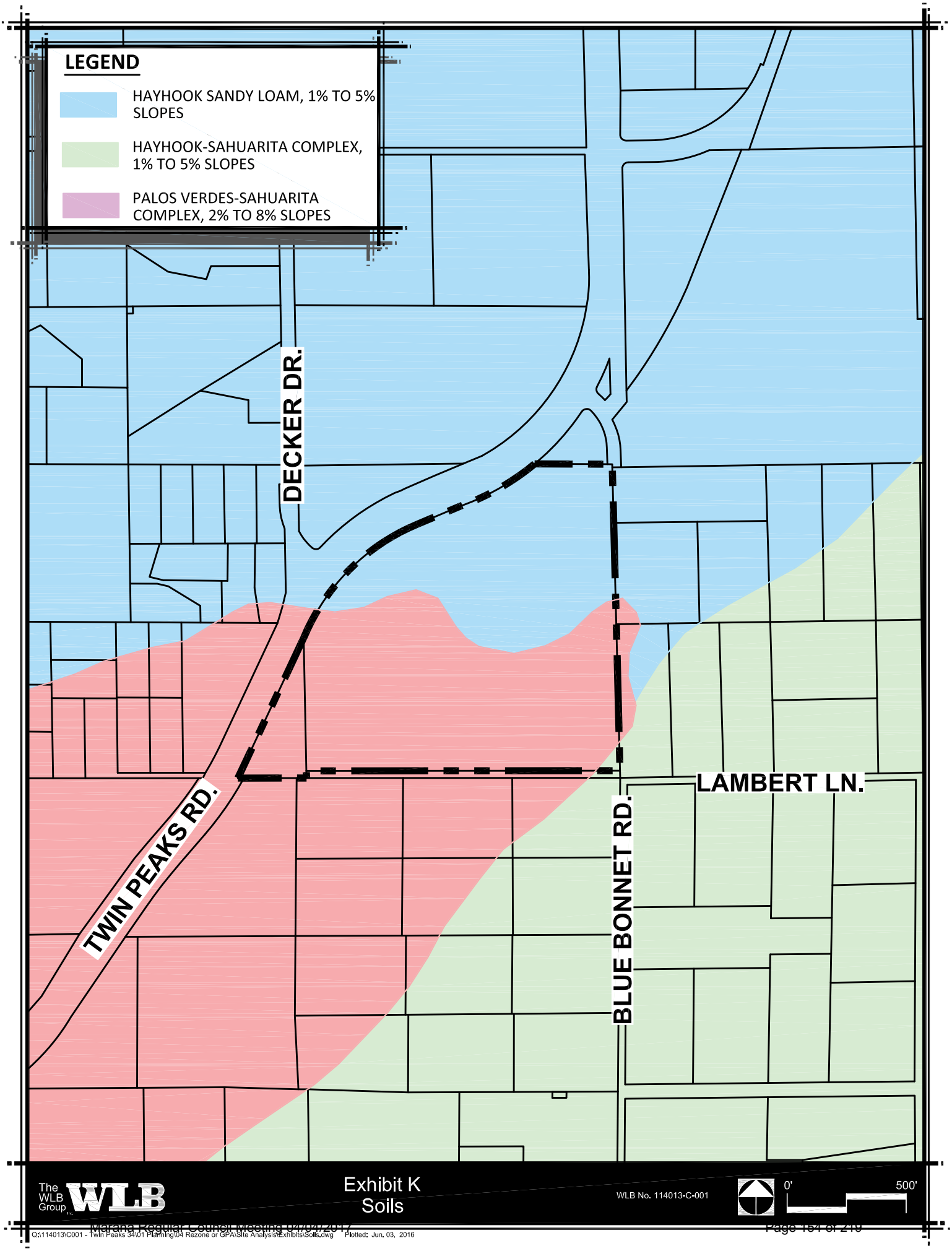
G. Viewsheds

1. Viewsheds from Adjacent Properties

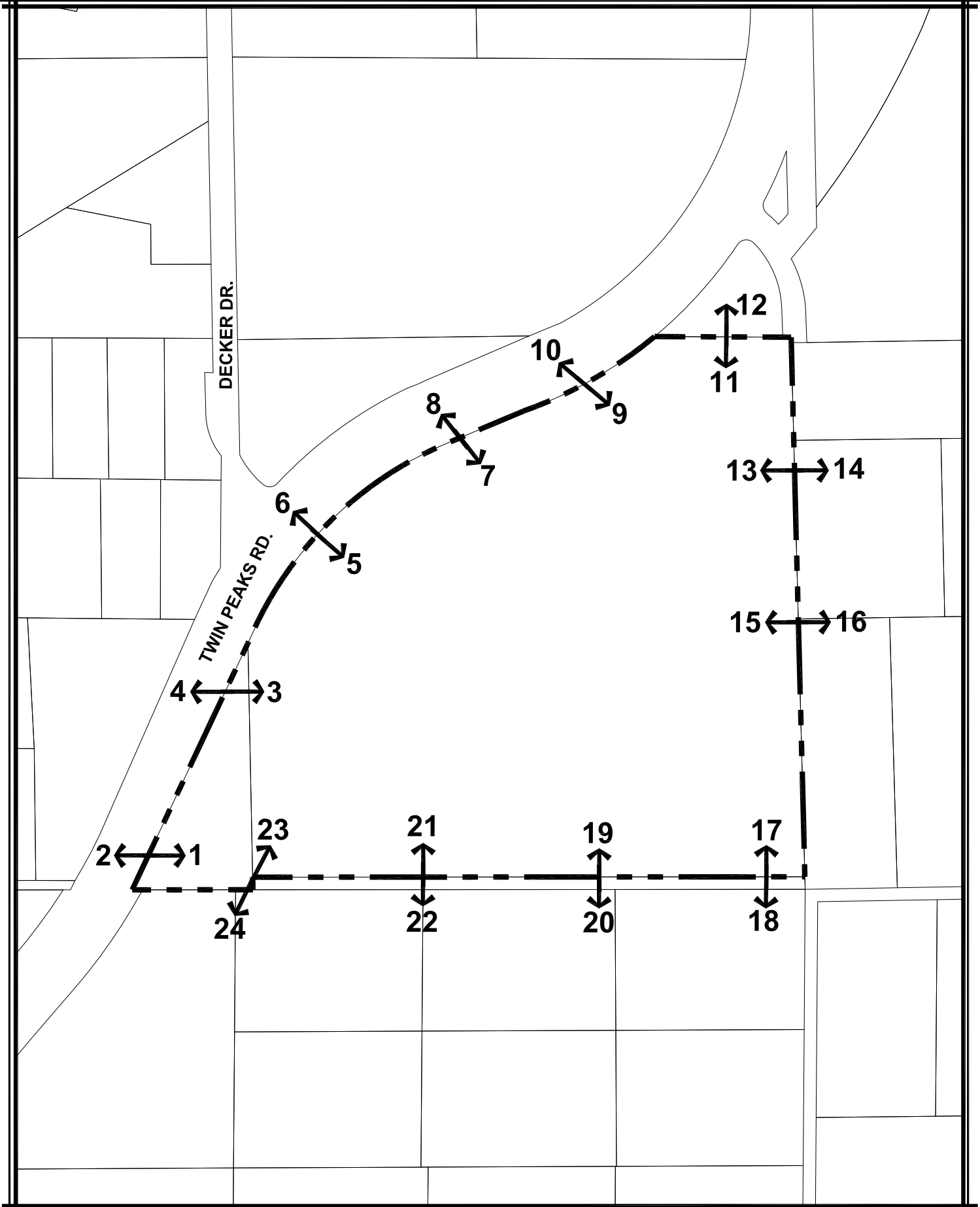
   Primary views of the Tortolita Mountains to the north and Pusch Ridge and Catalina Mountains to the east. Development of the subject property will not block these views for the existing homes in the area. (See Exhibit M: Viewsheds for more information.)

2. Site Visibility

   Views into the subject site are somewhat restricted due to existing vegetation and the relatively even and flat nature of the topography that typifies the area.



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The WLB Group WLB

Exhibit L
Viewshed Photo Location Key Map

WLB No. 114013-C-001

0' 300'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\Viewshed.dwg Plotted: Jun. 03, 2016

Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



Photo #7



Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14



Photo #15



Photo #16



Photo #17



Photo #18



Photo #19



Photo #20



Photo #21



Photo #22



Photo #23



Photo #24



H. Traffic

1. Existing / Proposed Off-site Streets between the Development and Nearest Arterial Streets

   The development has one entry, which is onto Twin Peaks Road. Now that Twin Peaks Road has been improved, the 2040 P.A.G. Regional Transportation Plan proposes no additional improvements within a mile of the project, and the existing arterial roadway system has ample capacity to support this project.

2. Nearby Arterial Streets

   All traffic generated by this project will be accommodated by Twin Peaks Road. An analysis of capacity has been prepared by Southwest Traffic Engineering. (See Exhibit V: Circulation Concept Plan & Appendix A: Traffic Impact Analysis)

   Twin Peaks Road

   150 foot Right-of-Way
   Four lane divided roadway with bicycle lanes and landscaped median 45 MPH speed limit
   Large wash channeled underneath road via culverts at intersection with Camino de Mañana.

3. Nearby Arterial Intersections

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

4. Nearby Bicycle / Pedestrian Ways

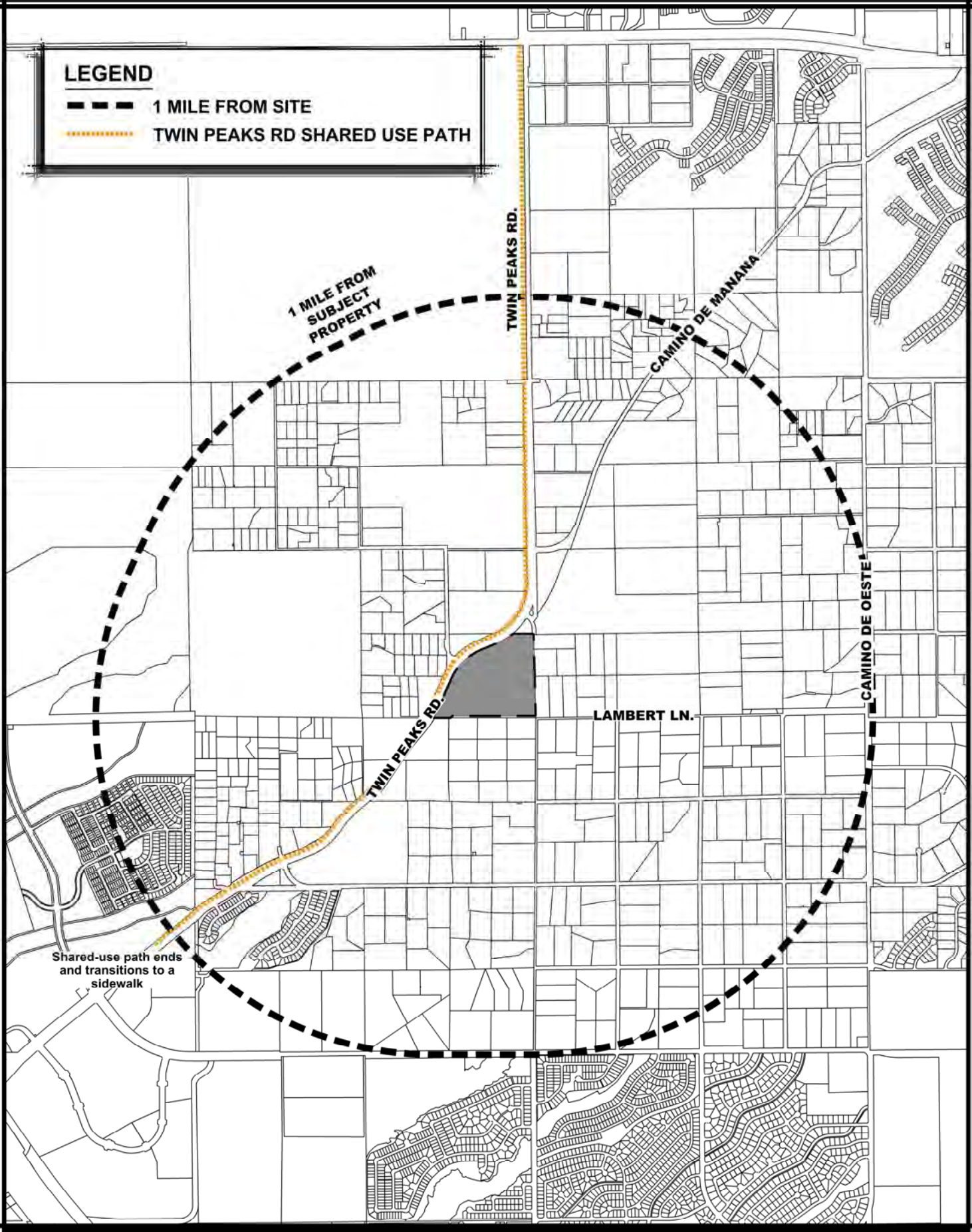
   A shared-use path, a sidewalk, and multi-use lanes are provided alongside the nearby Twin Peaks Road.

I. Recreation and Trails

1. Trails, parks and recreation areas within one mile of site.

   No existing parks are within one mile of the project site. There are proposed recreation areas within two recently approved Specific Plans just north of the subject property. The surrounding area currently contains passive recreational opportunities, including open space areas and the shared use path along Twin Peaks Road. This residential development project will provide an easement for a linkage to the regional trail network. (See Exhibit M: Trails for more information.)

   This project supports the goals of the Pima County Trail System Master Plan and the Town of Marana Parks, Recreation, Trails, and Open Space Master Plan by connecting to the existing Twin Peaks Road trail system. 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. This is in addition to the several neighborhood parks within the Cascada development.



The WLB Group WLB

Exhibit M
Trails

WLB No. 114013-C-001

0' 2000'

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J. Cultural, Archaeological, and Historic Resources

1. On-site Resources

   Minimal, see below.

2. Archaeologist Letter

   According to Bowers Environmental three sites where documented in the project boundary. Each of the sites is historic in age and likely dates to the 1940s and 1950s. Both have been evaluated in terms of ARHP and NRHP criteria. Research regarding these historic sites does not suggest that they are associated with a significant person or important historical events. The sites do not appear to embody distinctive characteristics or artistic values that would make them exceptional or a unique type. The sites are in poor to fair condition, lack any architectural distinction in terms of design, materials or craftsmanship. Accordingly, MCA Consulting recommends that these three sites are not eligible for inclusion on either the Arizona or National Register of Historic Places. (See Exhibit N: Archaeological Survey Summary)

ABSTRACT

Report Title: Twin Peaks Vista Class III Cultural Resources Survey of 33.4 Acres Along West Twin Peaks Road, Pima County, Arizona

Project Name: Twin Peaks Vista Class III Cultural Resources Survey

Project Location: The Area of Potential Effects (APE) is located east of West Twin Peaks Road, west of North Blue Bonnet Road, and north of West Lambert Lane, Marana, Pima County, Arizona (Parcels 216-23-073D, 216-23-072B)

Project Locator UTM: 492290 m E 3584450 m N **Zone:** 12 N (NAD 83)

Project Sponsor: Bowers Environmental and Meritage Homes

Sponsor Project Number(s): Twin Peaks 34 Job #114013-C-001

Lead Agency: US Corps of Engineers

Other Involved Agencies: ASM, Arizona SHPO

Applicable Regulations: Section 106 of the National Historic Preservation Act of 1966

Funding Source: Private

ASLD ROW Application Number: N/A

Description of the Project/Undertaking: The proposed project consists of development of the property into a residential subdivision.

Area of Potential Effects (APE): The APE for direct effects is defined as that area that would be directly impacted by the ground breaking and construction activities associated with the proposed undertaking. This consists of one roughly triangular-shaped land block encompassing 33.4 acres.

Legal Description: Township 12 South, Range 12 East, within the SE¼ of the SE¼ of Section 11, (G&SRB&M) (*Ruelas Canyon, Ariz.* 7.5' USGS Quadrangle).

Land Jurisdiction: Private

Total Acres: 33.4

Acres Surveyed: 33.4

Acres Not Surveyed: 0

Consultant Firm/Organization: MCA Consulting

Project Number: MCA 2016.017

Permit Number(s): AAA 016-033bl

Date(s) of Fieldwork: April 21-22, 2016

Number of IOs Recorded: 6

Number of Sites Recorded: 3

Eligible Sites: 0

Ineligible Sites: 3

Unevaluated Sites: 0

Sites Not Relocated: 0

Site Summary Table

Land Jurisdiction	Site Number/ Property Address	Eligibility Status/ Criterion/Criteria	Recommended Treatment
Private	AZ AA:12:1159(ASM)	Recommended not eligible	No further treatment
Private	AZ AA:12:1160(ASM)	Recommended not eligible	No further treatment
Private	AZ AA:12:1161(ASM)	Recommended not eligible	No further treatment

Comments: Three newly recorded historic period archaeological sites and six isolated occurrences of artifacts were recorded within the APE. All of these cultural resources are recommended as not eligible for inclusion on the Arizona and National Register of Historic Places. Accordingly, there are no historic properties affected in the project. No further treatment is recommended for the sites or isolates recorded in the project.

K. Existing 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 Road and Blue Bonnet Road.
   Capacity has been confirmed for two projects in the area (The Preserve at Twin Peaks and Twin Peaks Vista) and we are currently working with Pima County Regional Wastewater Reclamation Department to connect this project at the intersection mentioned above.

2. Water

   This project is within the Town of Marana water service area. A 16" water main exists within the Twin Peaks Road right-of-way, but is within the wrong water pressure zone to serve this project. The planned Blue Bonnet reservoir and booster station are to be constructed by others. This project will connect to the Marana Water system once the booster station is operational.

3. Natural Gas

   The property is located within the Southwest Gas service area.

4. Electric

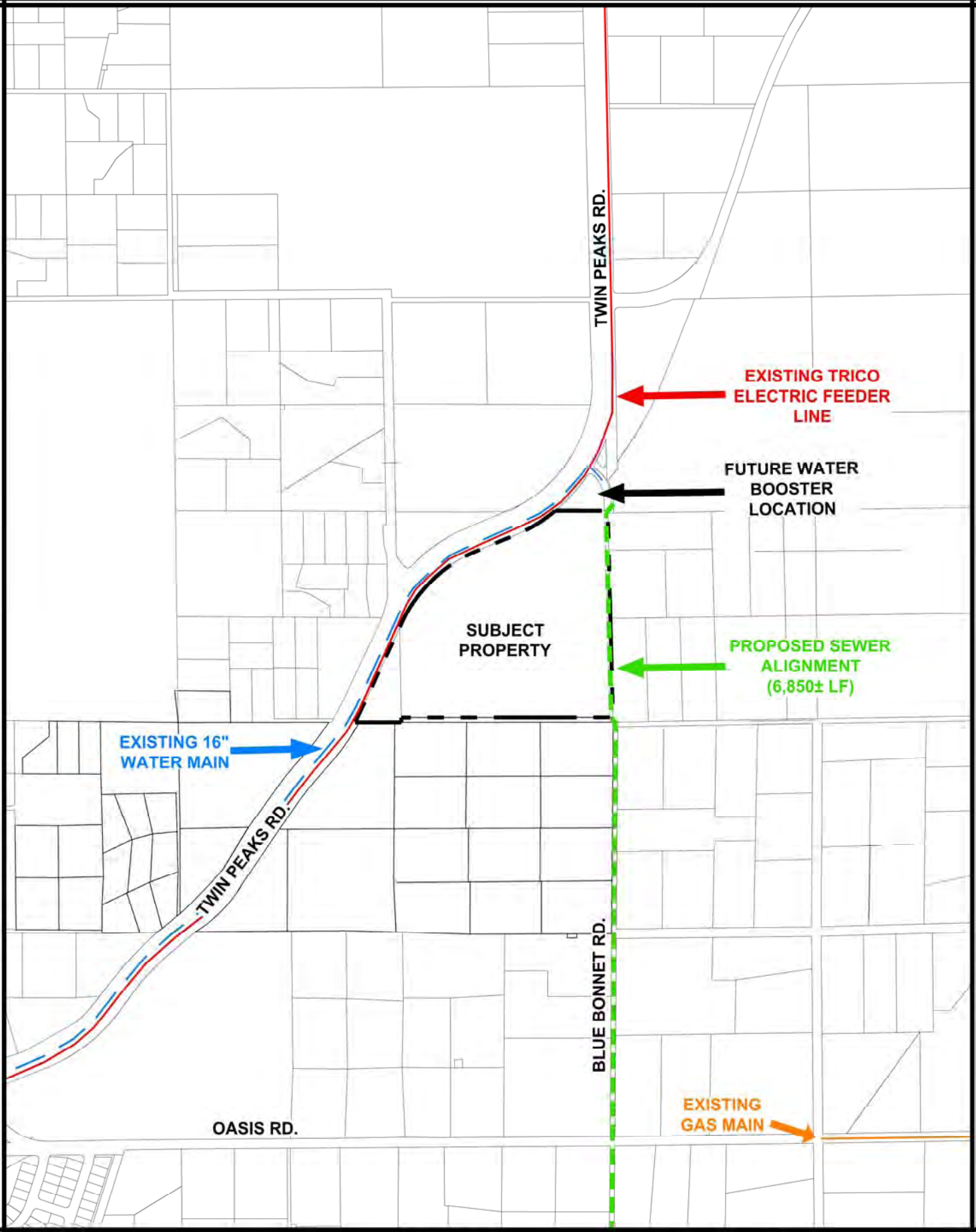
   The property is located within the TRICO Electric service area and electric lines are currently located in the southwest corner of the project boundary along Decker Dr.

5. 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 nearest fire station is at Shannon and Overton.

6. Police Service

   The property is located within the Town of Marana Police service area and will be providing service.



The WLB Group WLB

Exhibit O
Existing Utility Infrastructure

WLB No. 114013-C-001

0' 800'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\O - Existing Utility Infrastructure.dwg Plotted: Aug. 18, 2016

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

JACKSON JENKINS
DIRECTOR

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

June 8, 2016

Linda Thompson
The WLB Group
4444 E Broadway
Tucson, Arizona 85711

Sewerage Capacity Investigation No. 2016-137 Type I

RE: **Twin Peaks 34, Parcel 21623073D, 21623072B**
Estimated Flow 11,880 gpd (ADWF).
P16WC00139

Greetings:

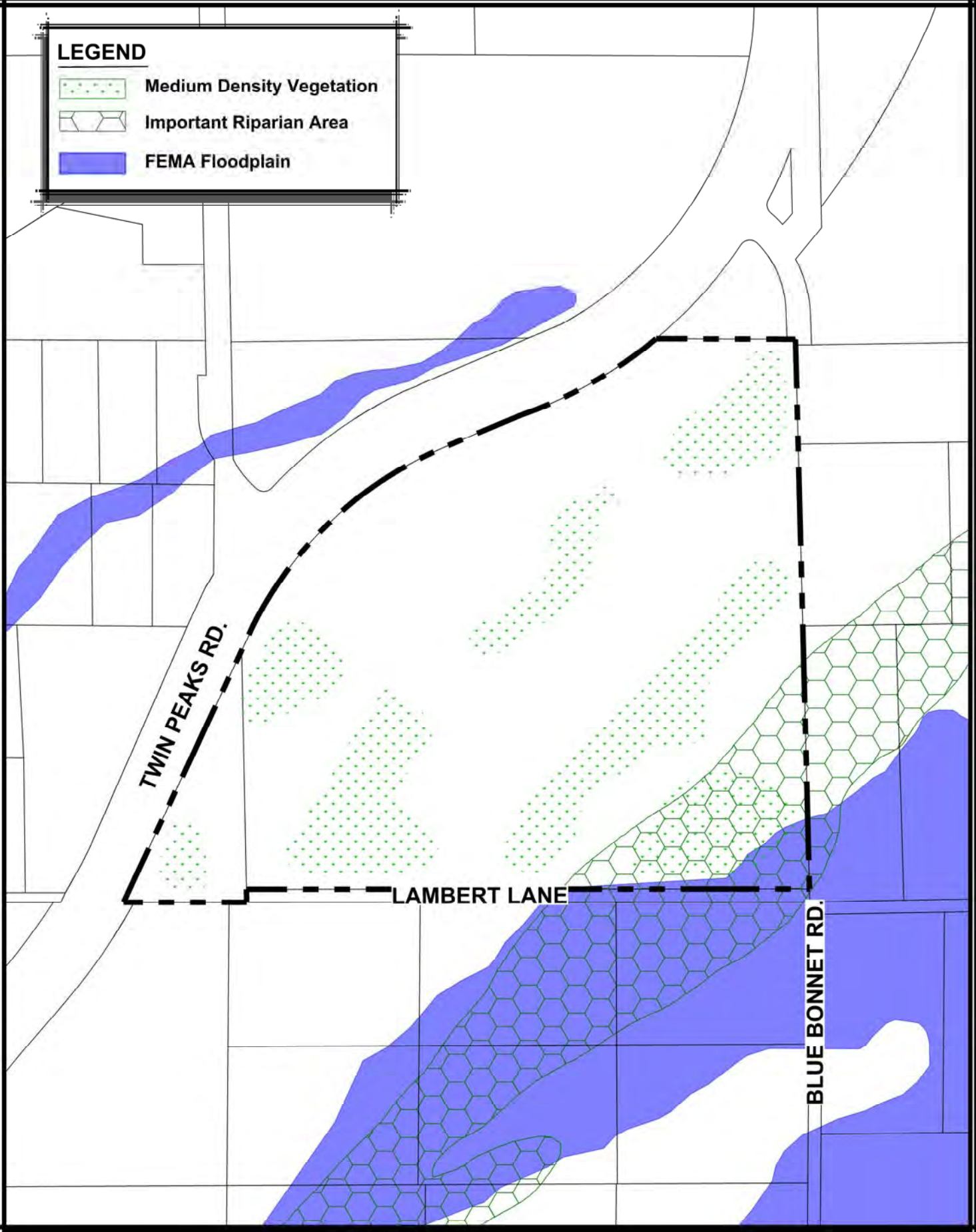
The above referenced project is tributary to the Tres Rios Water Reclamation Facility via the Continental Ranch Interceptor.

Capacity is currently available for this project in the public sewer S-665-003, downstream from manhole 5175-21.

This letter is not a reservation or commitment of treatment or conveyance capacity for this project. It is not an approval of point and method of connection. It is an analysis of the system as of this date and valid for one year.

If further information is needed, please feel free to contact us at (520) 724-6642.

Reviewed by: Kurt Stemm, CEA Sr.



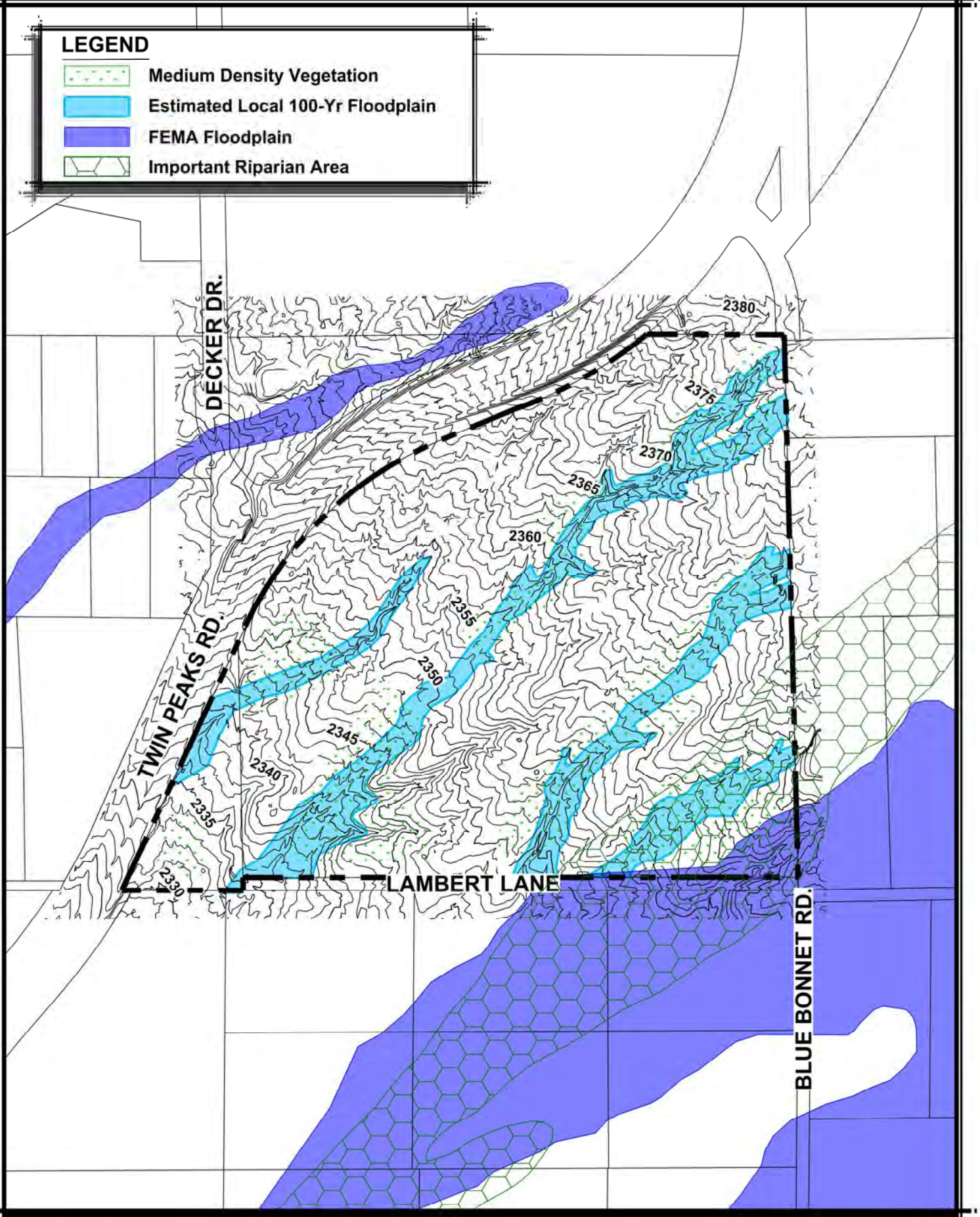
The WLB Group WLB

Exhibit Q
Site Resource Inventory

WLB No. 114013-C-001

0' 300'

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The WLB Group WLB

Exhibit R
McHarg Composite Map

WLB No. 114013-C-001

0' 300'

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III. Land Use Plan

A. Purpose and Intent

This section describes how the development responds to the opportunities and constraints described in the Inventory & Analysis section of this rezone along with the Town of Marana Land Development Code. As evidenced by the site plan, the project rezone has been crafted after careful and responsive consideration of the site's context.

B. Relationship to Town of Marana Adopted Plans

We are requesting a rezone to an R-6 residential designation and in doing so the project will adhere to all applicable development standards associated with the R-6 zoning requirements.

The Marana General Plan designates this property as Low Density Residential: 0.5-2.0 homes per acre. This project complies with that guideline despite the fact that greater density would be appropriate along the Twin Peaks corridor.

The Town of Marana Strategic Plan calls for new developments and neighborhoods to create areas with meaningful open space, trail connectivity, and active recreation areas which this rezone request adheres to. (See Exhibit S: Conceptual Development Plan)

The rezone also complies with not only the goals and guidelines but the entire Twin Peaks Corridor Study by adding to the brand that is to be characterized along Twin Peaks, creating a development with minimal visual impact on surrounding environment, and enhancing and preserving the native desert landscape. This project will also adhere to the general development regulations and use vegetation for landscaping from the low water use/drought tolerant native plant list detailed in the corridor study.

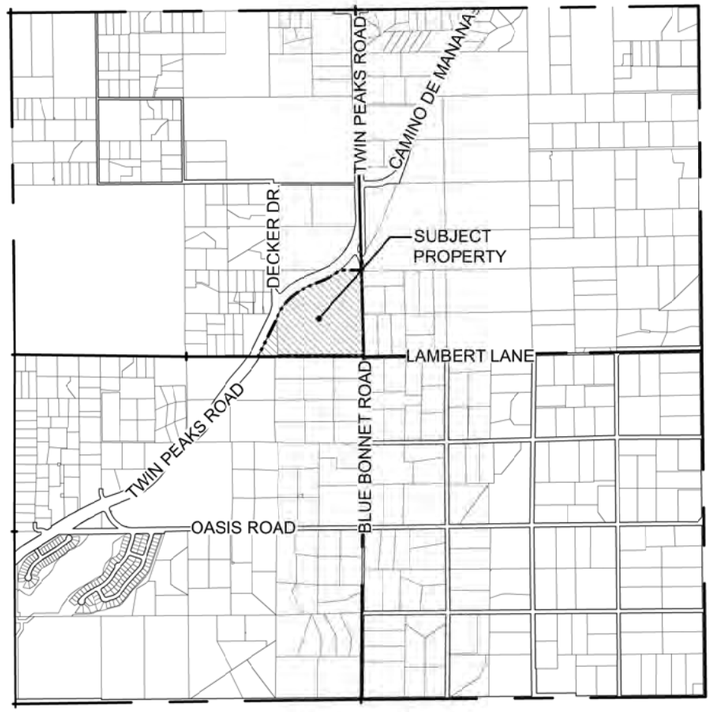
C. Compatibility to Adjoining Development

The project seeks to be compatible with surrounding land uses while maintaining appropriate and sufficient residential density to offset the cost of extending sewer and other utilities to the vicinity. The rezone features a density that is in line with the Marana General Plan, the Twin Peaks Corridor Study, and proposed and existing development along Twin Peaks Road.

D. Land Use Proposal

This project is designed to blend with surrounding low density residential land uses and current undeveloped areas. Home sites are set back from adjacent properties, especially along the southern border of the project where larger lots (±1 acre) are propose. The project proposes a total of 59 lots ranging in size from 6,000 sq. ft. (42 lots), one-half acre (12 lots), and one acre lots (5 lots). All the lots within the development will be subject to the Town of Marana Residential Design Standards. Open space is primarily located along existing washes and the perimeter of the project to serve as a buffer to existing residents. Landscaping also exists within these buffer areas to provide visual screening between the homes within the development and existing neighbors. Although the lots proposed are of the sizes typically desired by large homebuilders, the overall density of this project is relatively low (approximately 1.7 homes per acre), resulting in a low traffic impact on nearby roadways.





SITE LOCATION MAP

LEGEND

Proposed Private Trails:

Proposed Public Trails:

Single-Story Restriction Indicated By: S

Proposed Homesites:	50'x120'	(42: Lots 1-42)
	One-Half Acre	(12: Lots 43-54)
	One Acre	(5: Lots 55-59)

GENERAL NOTES

Property Size:	34.2 Ac.
Existing Zoning:	R-144
Proposed Zoning:	R-6
Proposed Homesites:	59
Proposed Density:	1.7 Homes per Acre
Open Space:	10.3 Acres (30%)

The WLB Group Inc. WLB

Twin Peaks & Lambert Lane
Exhibit S - Conceptual Development Plan

2016.09.27
WLB No. 114013-C-001

0' 200'

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E. Grading Concept

Site grading will be restricted to roadways, lots, and necessary ancillary grading. Except for areas where regional sewer depth is a design constraint, 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.

F. Post-Development Hydrology

Significant drainageways on-site will be preserved in their natural state, within the common area. Additional stormwater runoff created by new homes and roadways will be collected in landscaped detention basins. By largely avoiding disturbance of existing drainageways, and spreading stormwater detention throughout the project, impacts to up- and downstream drainage patterns are mitigated, and erosion issues will be prevented.

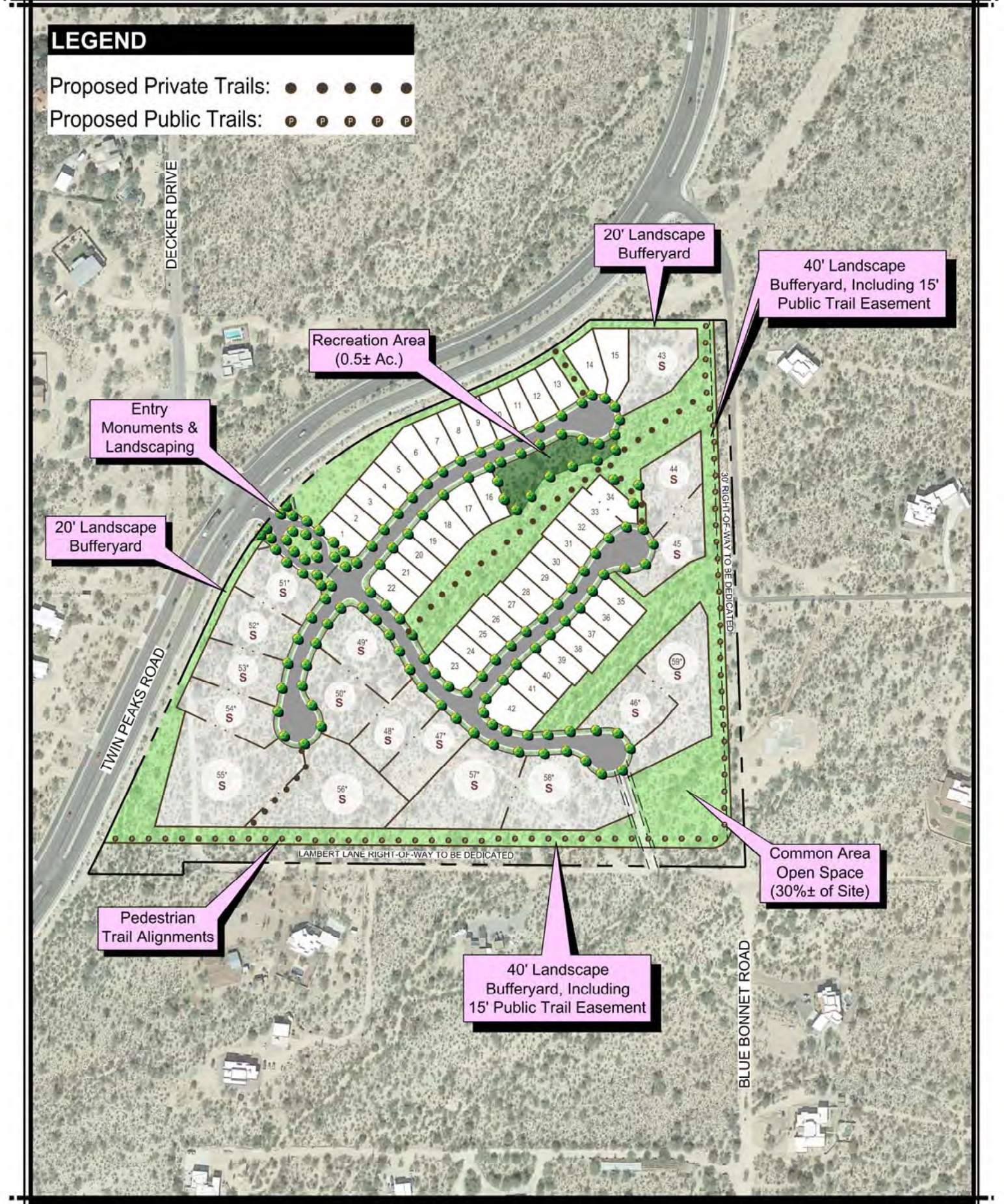
The Town of Marana adopted Title 25 of the Land Development Code with an effective date of October 18, 2007. To comply with this Title, a Stormwater Pollution Prevention Plan and NOI for coverage under the AZPDES Construction General Permit is required to be submitted to the Town for review and acceptance prior to commencement of grading activities. Construction/storage yards, construction trailers, fencing, water pumps/ponds and roads will be considered part of the larger plan of development and will need to be covered in the Stormwater Pollution Prevention Plan for this project.

All Federal permit requirements will need to be met prior to grading permit issuance. This includes Army Corps of Engineers Jurisdictional Wash consultation/determination if necessary.

G. Vegetation and Landscaping

Most significant vegetation found on-site is within the several on-site washes, all of which are preserved as common areas or on lot no-build areas. As part of the platting process, the Town of Marana's native plant preservation requirements (as defined in Section 17.02 of the Marana Land Development Code) will be followed and an inventory will be prepared for the entire site, identifying vegetation to be preserved in place or transplanted on site.

The development features 40' landscape buffers along the south and east boundaries and 20' landscape buffers along the north and west boundaries of the project site. The project also features drought tolerant landscaping, which further increases how well the project fits within the context of surrounding development in this arid region.



The WLB Group WLB

Exhibit T
Conceptual Landscape Plan

WLB No. 114013-C-001

0' 300'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\T - Concept Landscape Plan.dwg Plotted: Nov. 07, 2016

H. Wildlife

By preserving the washes on site, the primary wildlife corridors through the property are also protected.

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.

I. Viewsheds

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.

J. Circulation Concept

One connection is proposed to the existing public street system, along Twin Peaks Road. The location of the point of connection was chosen to minimize impacts to existing washes, the available right-of-way frontage, roadway geometry, and also to minimize traffic impacts to the neighboring property owners. Internal streets will be designed and built to Town standards. Streets are intended to be private if the homebuilder elects to gate the neighborhood. Otherwise, they will be public streets. This project is expected to generate approximately 572 vehicular average daily trips (ADT), according to the Traffic Impact Analysis (TIA) submitted by Southwest Traffic Engineering, LLC, which is included in Appendix A.

45ft of right-of-way will be dedicated adjacent to the existing 30ft right-of-way of Lambert Ln for a total right-of-way width of 75ft. The western 30ft from the eastern property site boundary will also be dedicated as right-of-way for the future Blue Bonnet Rd. alignment.

K. Public Utilities

1. Water

The Town of Marana is extending water service to this area, although the development site is not currently serviced. Water service for this project will be extended from the future booster station to be constructed at the intersection of Blue Bonnet Road and Twin Peaks Road.

2. Sewer

Sewer service for this project will be extended from the existing sewer main that terminates just south of the intersection of Linda Vista Boulevard and Blue Bonnet Road. The main will be extended along Blue Bonnet Road, within the right-of-way and within easements. See Exhibit O.

PCRWRD has requested a 40ft sewer easement along the Blue Bonnet alignment. The easement has been granted, and extends 10' beyond the 30' Blue Bonnet right-of-way to be dedicated.

A 30' sewer easement will be dedicated through the site as necessary to facilitate the extension of sewer infrastructure to the Twin Peaks Vista development across Twin Peaks Road. The easement will be granted via the final plat. See Exhibit S.

3. Electric

   Electric service will come from Trico Electric Cooperative, Inc. (TRICO). The power source will come from TRICO's main feeder line along the east side of Twin Peak's Road. This feeder line exists along the project's western edge. There are also several points along the eastern edge to tie into the electrical infrastructure, if needed.

4. Natural Gas

   Southwest Gas will supply natural gas services to the proposed development. The closest existing gas facility exists at the intersection of Oasis Road and Quail Lane. The main will be extended if needed by the homebuilder.

5. Telecommunications

   The project is within the TRICO, Comcast, and CenturyLink service areas. Telecommunication service is proposed from these providers.

L. Public Service Impacts

1. Police

   The project is within Marana's town limits, and law enforcement jurisdiction. As a relatively low density residential project, impacts to Marana's police services are expected to be minimal.

2. Fire

   This project will be served by the Mountain Vista Fire District. Trash and Recycling
   The Town of Marana does not provide trash and recycling services. The project's homeowners association will contract with a private solid waste pick-up provider.

3. Schools

   The Marana Unified School District uses a student generation factor of 0.25 per home for elementary students and 0.1 per home for secondary students. This project's anticipated 58 homes would have an impact of 15 elementary students and 6 secondary students. De Grazia Elementary, Tortolita Middle School and Mountain View High School all have capacity to absorb this number of students. See attached letter from Marana Unified School District, which confirms that capacity exists for more houses than are currently proposed within this development.

GOVERNING BOARD

John Lewandowski, President
Tom Carlson, Vice-President
Dan Post, Member
Suzanne Hopkins, Member
Maribel Lopez, Member

ADMINISTRATION

Doug Wilson, Ed.D., Superintendent
Carolyn Dumler, Ed.D., Assistant Superintendent
Kristin Reidy, Assistant Superintendent
Dan Contorno, Chief Financial Officer

MARANA
UNIFIED SCHOOL DISTRICT

5-16-16

Justine Currie
The WLB Group
4444 E. Broadway Blvd.
Tucson, AZ 85711

Dear Justine Currie:

In reference to your request for capacity evaluation of the proposed Twin Peaks and Decker residential development; the Marana Unified School District uses a factor of .25 per home for elementary and .1 per home secondary. Your anticipated 60 homes would have a positive impact of 15 elementary students and 6 secondary students.

With these homes in the Twin Peaks and Decker area De Grazia Elementary will serve the K to 6th grade students, Tortolita Middle School will serve the 7th and 8th grade students and Mountain View High School will serve the 9th to 12th grade students. All schools have capacity for the impact this completed development may have on our student population.

Thank you for your interest in developing homes and businesses in our community. The Town of Marana and Marana Unified School District mutually agree that one of the keys to the continued success of our wonderful community is the quality of our children's education. This belief is held so strongly that we have multiple developers providing the school district with rooftop development funds as they increase the number of properties being built in our community. The district uses these funds to ensure as we grow they are able to provide the necessary infrastructure to support the presentation of an inspiring education. Your participation in this process is an invaluable investment in our community. Please contact the Marana Schools finance office at (520-682-4756) to learn more about your participation.

Please contact Dan Contorno at 520-682-4756, or myself at 520-616-4521 if you have any further questions.

Thank You,

Russell Federico, M.Ed.
Executive Director of Operational Support
Marana Unified School District
11249 W. Grier Rd. Suite 101
Marana, AZ 85653
520-682-4707
Fax 520-682-2514
r.a.federico@maranausd.org

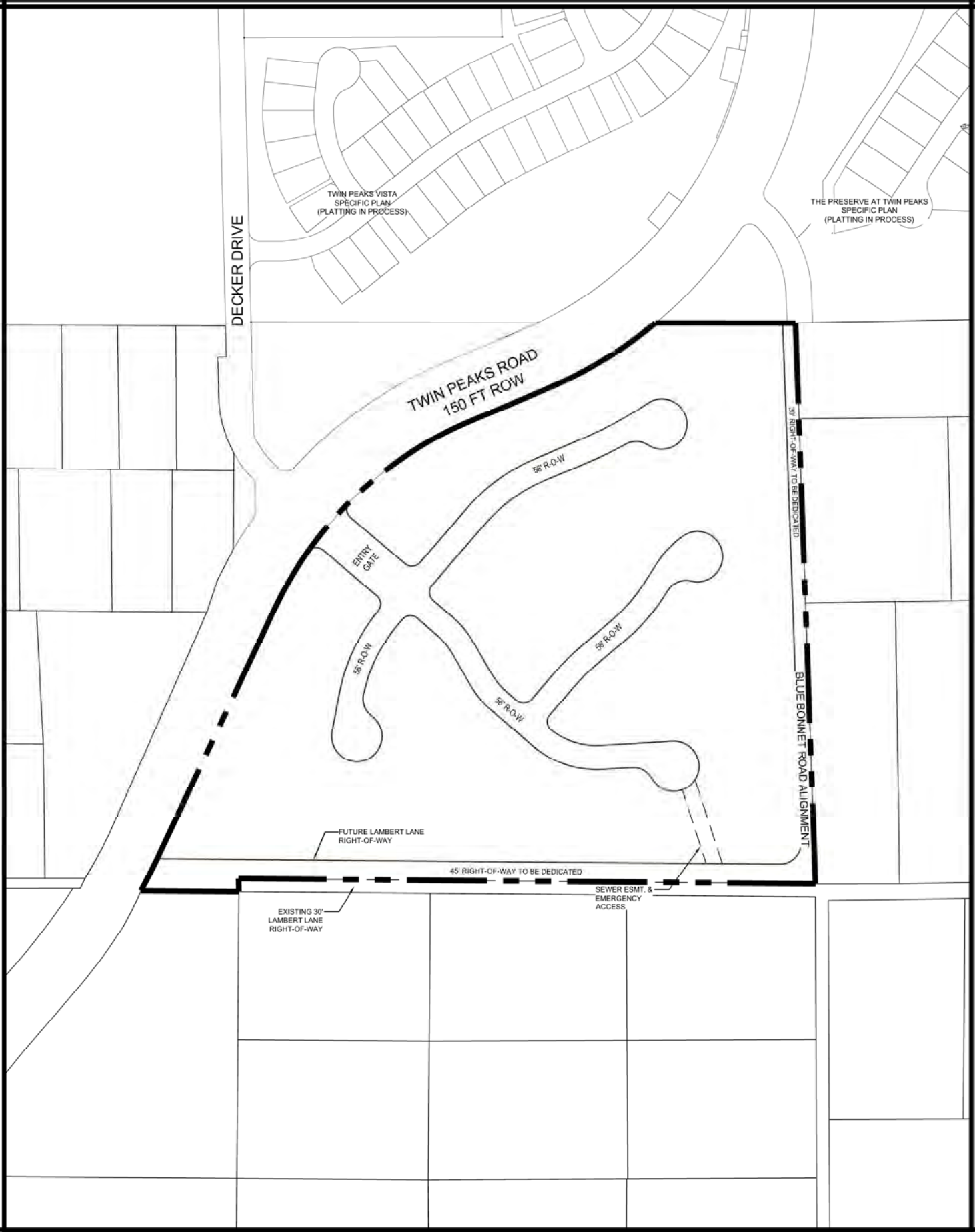
M. Recreation and Trails

Much of the development's open space will be owned and maintained by the HOA. The active space is a neighborhood park in the central portion of the property, providing easy access to all residents of this project through the internal sidewalk and trail network. This park is expected to be the recreation focal point of the neighborhood due to its central location within the project, as well as connectivity to the regional trail system. 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 project at the time that of development. 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.

Along with the open space, there will also be a trail network located within and along the eastern and southern boundary of the project site. The trails within the project site will be private and the trails located along the eastern and southern boundaries will be public to allow access to the existing trails and shared-use paths in the area. See Exhibit: S

N. Cultural, Archaeological, and Historic Resources

Three historic period archaeological sites and six isolated occurrences of artifacts were recorded within the area of potential effects. All of these cultural resources are recommended as not eligible for inclusion on the Arizona and National Register of Historic Places. Accordingly, there are no historic properties affected in the project. No further treatment is recommended for the sites or isolates recorded in the project. See Exhibit N: Archaeological Survey Summary.



The WLB Group WLB

Exhibit V
Circulation Concept Plan

WLB No. 114013-C-001

0' 300'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\V - Circulation Concept Plan.dwg Plotted: Nov. 07, 2016

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IV. Bibliography

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Pima County MapGuide. Map. Pima County Geographic Information Systems, 2016. http://gis.pima.gov/maps/mapguide/

Town of Marana Utilities Department. Camino de Manana 16" Public Z -Zone Watermain. Map. Marana: WestLand Resources, Inc., 2009.

Town of Marana 2010 General Plan. Town of Marana: 2010.

Twin Peaks Corridor Study. Town of Marana: 2014.

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V. Appendix A – Traffic Impact Statement

SOUTHWEST TRAFFIC ENGINEERING, LLC

16 August 2016

Fausto Burruel, PE
Traffic Division Manager
Town of Marana
11555 West Civic Center Drive
Marana, Arizona 85653

SUBJECT: TWIN PEAKS 34
DECKER DRIVE/TWIN PEAKS ROAD
REVISED TRAFFIC IMPACT STATEMENT

Dear Mr. Burruel,

Please find enclosed a brief revised traffic impact statement (TIS) regarding the proposed development of the Twin Peaks 34 residential project located on un-developed property along the east side of Twin Peaks Road at Decker Drive in Marana, Arizona. The site vicinity is located as shown in **Figure 1.** The project development will consist of fifty-eight (58) single family homes as shown in **Figure 2**. Access to the project site will be provided by one new access point, located on the east side of Twins Peaks Road at Decker Drive.

With the project expected to generate less than 100 trips during any one hour of the day a traffic impact analysis is not required for this development. However, the impact of the project on the adjacent street system will be addressed in this limited TIS.

Existing Conditions

Twin Peaks Road is currently a four-lane roadway which provides two lanes in each direction separated by a center raised median. The posted speed limit along Twin Peaks Road is 45 miles per hour (mph). Within the vicinity of the project, Twin Peaks Road generally has a north/south alignment and extends south from Tangerine Road, continuing approximately two miles past its interchange with Interstate 10 (I-10). North of Tangerine Road, Twin Peaks Road becomes Dove Mountain Boulevard. Near the project site, Twin Peaks Road has curb, gutter and bike lanes along both sides of the roadway. Sidewalk is present only on the east side of the roadway, while a paved multi-use path is provided along the west side of the road.

Providing one lane in each direction, Decker Drive exists as a paved roadway between Twin Peaks Road and Potvin Lane. There is currently no posted speed limit on the roadway. There are existing overhead utilities that parallel Decker Drive on the east side of the street north of Twin Peaks Road. Decker Drive provides a dirt shoulder with no curb, gutter, or sidewalk facilities in this area. Currently, Decker Drive is signed as having 'NO OUTLET' beginning

3838 North Central Avenue Ste 1810 Phoenix, Arizona 85012 p 602.266.SWTE (7983) f 602.266.1115 www.swte.us

at Twin Peaks Road. The roadway extends to the north ending at Potvin Lane where traffic must turn to the west onto a graded unpaved roadway.

The intersection of Decker Drive/Twin Peaks Road is an un-signalized "T" intersection that is STOP sign controlled on the eastbound approach from Decker Drive, while the northbound and southbound approaches on Twin Peaks Road are free flow. Eastbound traffic on Decker Drive is provided with a single shared left turn/right turn lane. Northbound traffic on Twin Peaks Road is provided with an exclusive left turn lane and two through lanes while southbound vehicles are offered an exclusive U-turn only lane (future left turn lane), a single through lane and a shared through/right turn lane. A paved multi-use path crosses the west leg of the intersection where pedestrian ramps are provided however there are no striped crosswalks on any of the intersection approaches.

Proposed Access

Access to the Twin Peaks 34 project will be provided by a new access point, located along the east side of Twin Peaks Road. This proposed access point will serve as the new east leg of the existing intersection of Decker Drive/Twin Peaks Road.

The new westbound approach to the intersection of Decker Drive/Twin Peaks Road will provide a single shared left turn/through/right turn lane for westbound traffic exiting the site. Northbound and southbound traffic entering the project site from Twin Peaks Road will be offered an exclusive left turn lane, a single through lane and a shared through/right turn lane.

Trip Generation

Trip generation for the project was developed utilizing nationally agreed upon data contained in the Institute of Transportation Engineers (ITE) publication *Trip Generation, 9th Edition*, 2012. Trip generation was estimated for the construction of fifty-eight (58) single family homes based on ITE Land Use Code 210, Single-Family Detached Housing. The result of the weekday trip generation for the proposed project is shown below in **Table 1**. The complete trip generation calculations can be found attached to this TIS.

Table 1 – Weekday Site Generated Trips

Time Period	Single-Family Detached Housing
Average Daily, Inbound (vtpd)	277
Average Daily, Outbound (vtpd)	277
Total Daily	**554**
AM Peak Hour, Inbound (vtph)	11
AM Peak Hour, Outbound (vtph)	33
Total AM Peak	**44**
PM Peak Hour, Inbound (vtph)	37
PM Peak Hour, Outbound (vtph)	21
Total PM Peak	**58**

vtpd - vehicle trips per day, vtph - vehicle trips per hour

As shown in **Table 1**, the proposed Twin Peaks 34 project is projected to generate forty-four (44) additional vehicle trips during the weekday AM peak hour and fifty-eight (58) additional vehicle trips during the weekday PM peak hour. The limited number of total site generated trips is not expected to have any significant impact on the surrounding roadway network.

Trip Distribution and Assignment

Trip distribution for the project was based on direction from the Town of Marana. In order to form a basis for analysis of the project impacts, weekday AM and PM peak hour turning movement counts were conducted at the intersections of Decker Drive/Twin Peaks Road.

The weekday turning movement counts were conducted from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM in May 2016. The complete traffic count data can be found attached to this letter.

Figure 3, which is also attached to the end of this letter, shows the weekday trip distribution for the project as a percentage of net new primary trips and shows the assignment of the new site generated peak hour trips to the to the adjacent roadway system.

Turn Lane Analysis

A key element of this study is to determine if left and right turn lanes are required at the intersection that will directly serve the project site. The *Pima County Traffic Impact Studies/Traffic Memoranda Procedures* provides warrants for the inclusion of left and right turn lanes at un-signalized intersections based on speed limit, through traffic volume and turning traffic volume during the peak hour.

When needed, turn lanes remove the slowing turning traffic from the through traffic stream, improving capacity and reducing rear-end accidents. **Table 2** shows the location that was evaluated for turn lanes.

Table 2 – Turn Lane Warrants

Intersection	Direction	Turn Treatment Analyzed	Turn Treatments Warranted?
Decker Drive/Twin Peaks Road	Northbound	Right Turn Lane	Yes
Decker Drive/Twin Peaks Road	Southbound	Left Turn Lane	Yes

Based on the new site generated PM peak hour traffic volumes with the project, an auxiliary southbound left turn lane and northbound right turn lane are warranted to serve the project traffic at the intersection of Decker Drive/Twin Peaks Road.

Another key element of this turn lane analysis is to determine the storage length required for the warranted turn lanes.

The queue storage requirements for the area roadways were calculated using the following methods as recommended in *A Policy of Geometric Design of Highways and Streets* (AASHTO, 2011).

For un-signalized intersections, storage for vehicles likely to arrive in an average two-minute period within the peak hour should be provided.

Vehicles per 2 min. period = (vehicles/hour)÷(30 periods/hour)
Storage length = vehicles per 2 min. period x 25 feet

Table 3 shows the calculated queue lengths based on site generated PM peak hour traffic volumes with the project. The computed values are typically rounded up to the nearest 25 feet. Complete storage length calculations can be found in the Appendix.

Table 3 – Queue Storage

Intersection	Left Turn Storage				Right Turn Storage			
	NB	SB	EB	WB	NB	SB	EB	WB
Decker Drive/Twin Peaks Road								
Turning Volume (vph)		7			30			
$S_{calculated}$ =		6			25			
$S_{rounded}$ =		25			25			

S - storage in feet, vph - vehicles per hour

As presented in **Table 3,** the intersection of Decker Drive/Twin Peaks Road requires 25 feet of storage for the northbound right turn movement and for the southbound left turn movement into the project site. The existing 150' southbound left turn lane on Twin Peaks Road is expected to be able to accommodate the predicted vehicle queue length for the southbound left turning movements.

A minimum queue storage length of 25 feet is recommended for the new northbound right turn lane into the project site to adequately store the predicted queue length associated with the site generated traffic volumes.

Conclusion

As shown in **Table 1**, the proposed Twin Peaks 34 development is projected to generate forty-four (44) additional vehicle trips during the weekday AM peak hour and fifty-eight (58) additional vehicle trips during the weekday PM peak hour. This limited number of trips is not expected to have any significant impact on the surrounding roadway network.

A new southbound left turn lane is warranted to serve the project traffic at the intersection of Decker Drive/Twin Peaks Road based on the site generated PM peak hour traffic volumes with the project.

With approximately 150 feet of storage within the existing southbound left turn lane on Twin Peaks Road, there will be sufficient space to store the predicted queues associated with the southbound left turning movements into the project site.

While a northbound right turn lane is warranted into the project site, the nature of the roadway does not lend itself to right turn lanes. Moreover, such short turn lanes do not provide the desired effect of removing turning vehicles from mainstream traffic. The intersection of Decker Drive/Twin Peaks Road is expected to operate at an adequate LOS without the northbound right turn lane.

It is also recommended that STOP sign control for the westbound approach to the intersection of Decker Drive/Twin Peaks Road be installed as part of the project site construction.

Thank you again for your time and review of this TIS. If you have any questions regarding the TIS, please feel free to contact me at 602.266.7983.

Respectfully Submitted,



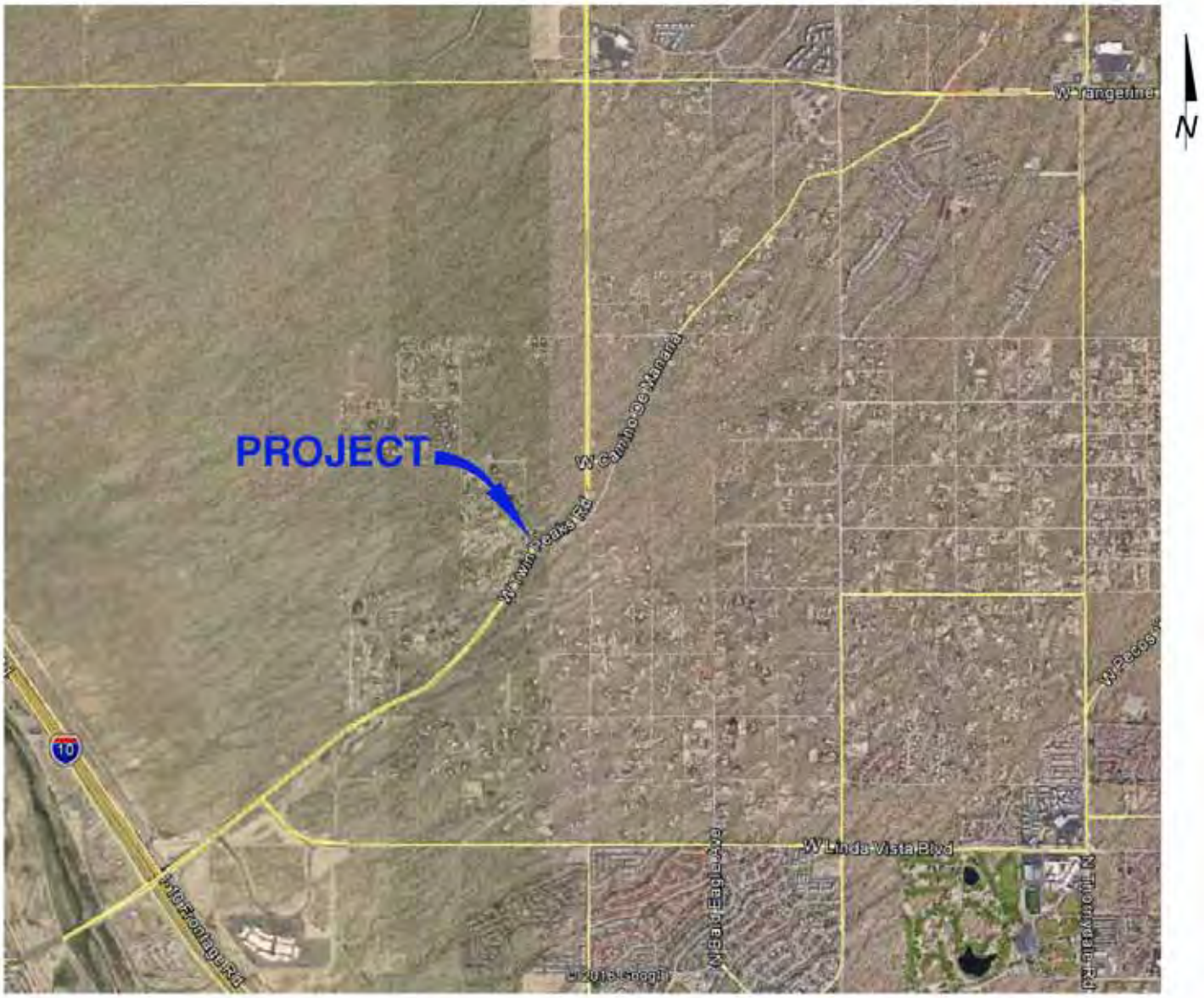
Expires 3-31-19

Andrew Smigielski, PE, PTOE
Southwest Traffic Engineering LLC
Senior Traffic Engineer

cc: James Gaulin, Meritage Homes (by email)
Paul Oland, The WLB Group (by email)

Attachments: Figure 1 - Vicinity May
Figure 2 - Site Plan
Trip Generation Calculations
Traffic Counts
Figure 3 - Distribution/Assignment
Turn Lane Calculations
Town of Marana TIS Submittal Form
Comment Resolution Form

Figure 1 – Vicinity Map



Single-Family Detached Housing

LAND USE: 58 Dwelling Units Single-Family Detached Housing

TRIP GENERATION CALCULATIONS ARE BASED ON THE INSTITUTE OF TRANSPORTATION ENGINEERS' TRIP GENERATION, 9TH EDITION. THE ITE LAND USE CODE IS Single-Family Detached Housing (210)

WEEKDAY

Rate = 9.52 Trips per Dwelling Unit (DU)
T = 9.52 Trips x 58 DU
T = 554 VPD
ENTER: (0.5)*(554) = **277 VPD**
EXIT: (0.5)*(554) = **277 VPD**

AM PEAK HOUR (ONE HOUR BETWEEN 7 AND 9 AM)

Rate = 0.75 Trips per Dwelling Unit (DU)
T = 0.75 Trips x 58 DU
T = 44 VPH
ENTER: (0.25)*(44) = **11 VPH**
EXIT: (0.75)*(44) = **33 VPH**

PM PEAK HOUR (ONE HOUR BETWEEN 4 AND 6 PM)

Rate = 1 Trips per Dwelling Unit (DU)
T = 1 Trips x 58 DU
T = 58 VPH
ENTER: (0.63)*(58) = **37 VPH**
EXIT: (0.37)*(58) = **21 VPH**

*where, T = trip ends

TRIP GENERATION SUMMARY

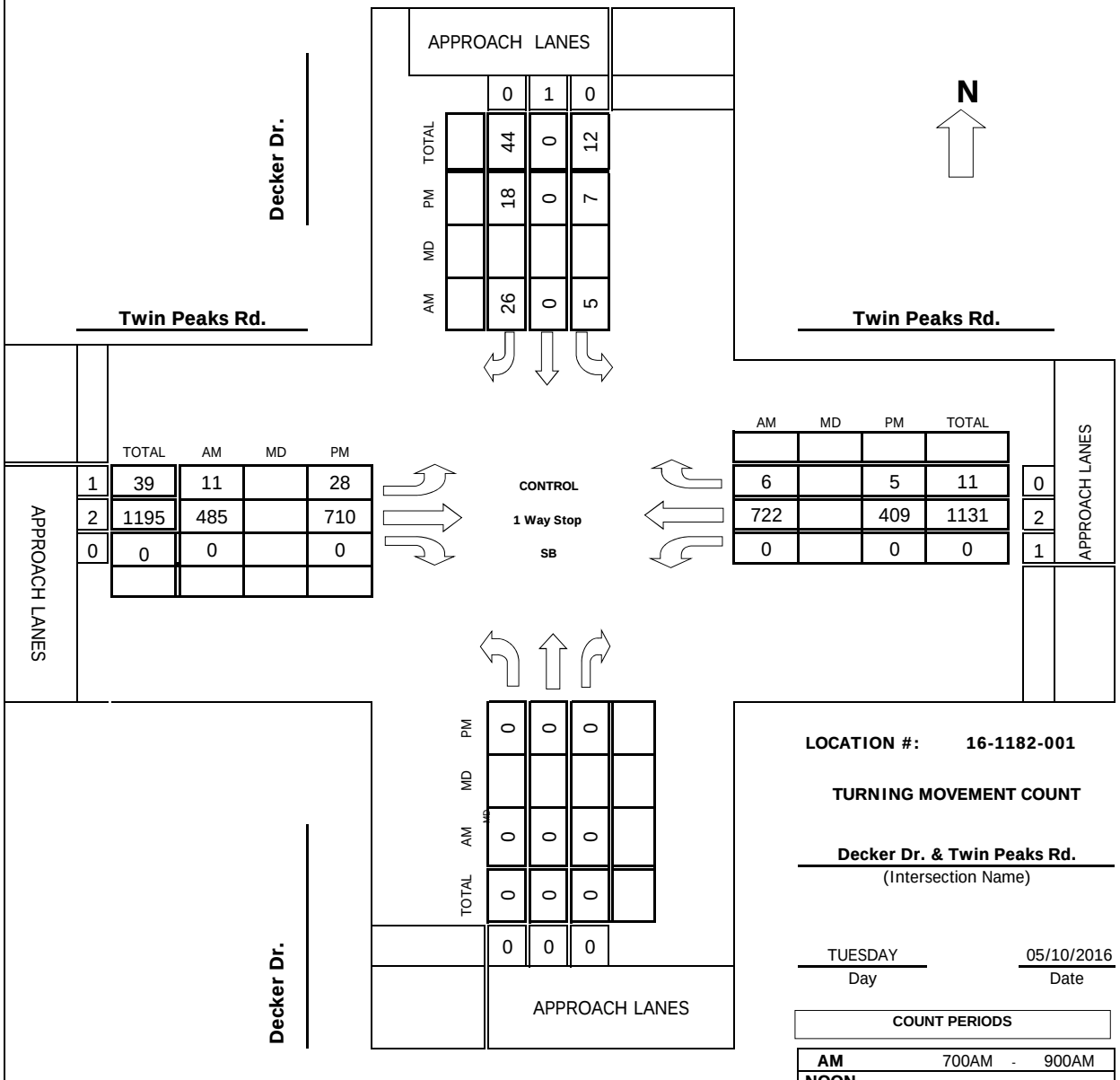
WEEKDAY	**554 VPD**
AM PEAK HOUR (ONE HOUR BETWEEN 7 AND 9 AM)	**44 VPH**
PM PEAK HOUR (ONE HOUR BETWEEN 4 AND 6 PM)	**58 VPH**

Intersection Turning Movement
Prepared by:

FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745

Project #: 16-1182-001

TMC SUMMARY OF Decker Dr. & Twin Peaks Rd.



LOCATION #: 16-1182-001

TURNING MOVEMENT COUNT

Decker Dr. & Twin Peaks Rd.
(Intersection Name)

TUESDAY (Day) 05/10/2016 (Date)

COUNT PERIODS

AM	700AM	-	900AM
NOON		-	
PM	400PM	-	600PM

AM PEAK HOUR 715 AM

NOON PEAK HOUR

PM PEAK HOUR 445 PM

Intersection Turning Movement
Prepared by:

FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745

veracitytrafficgroup

N-S STREET:	Decker Dr.	DATE:	05/10/2016	LOCATION:	Marana
E-W STREET:	Twin Peaks Rd.	DAY:	TUESDAY	PROJECT#	16-1182-001

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	0	0	0	0	1	0	1	2	0	1	2	0	
6:00 AM													
6:15 AM													
6:30 AM													
6:45 AM													
7:00 AM	0	0	0	3	0	10	1	113	0	0	179	0	306
7:15 AM	0	0	0	2	0	7	1	139	0	0	213	1	363
7:30 AM	0	0	0	3	0	7	5	111	0	0	173	2	301
7:45 AM	0	0	0	0	0	10	3	102	0	0	163	2	280
8:00 AM	0	0	0	0	0	2	2	133	0	0	173	1	311
8:15 AM	0	0	0	1	0	3	1	108	0	0	114	1	228
8:30 AM	0	0	0	2	0	6	4	90	0	0	98	0	200
8:45 AM	0	0	0	1	0	3	1	80	0	0	97	0	182
9:00 AM													
9:15 AM													
9:30 AM													
9:45 AM													
10:00 AM													
10:15 AM													
10:30 AM													
10:45 AM													
11:00 AM													
11:15 AM													
11:30 AM													
11:45 AM													

TOTAL	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
Volumes	0	0	0	12	0	48	18	876	0	0	1210	7	2171
Approach %	####	####	####	20.00	0.00	80.00	2.01	97.99	0.00	0.00	99.42	0.58	
App/Depart	0	/	25	60	/	0	894	/	888	1217	/	1258	

AM Peak Hr Begins at: 715 AM

PEAK													
Volumes	0	0	0	5	0	26	11	485	0	0	722	6	1255
Approach %	####	####	####	16.13	0.00	83.87	2.22	97.78	0.00	0.00	99.18	0.82	

PEAK HR. FACTOR:	0.000	0.775	0.886	0.850	0.864

CONTROL: 1 Way Stop (SB)
COMMENT 1:
GPS: 32.398012, -111.084168

Intersection Turning Movement

FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745

veracitytrafficgroup

N-S STREET:	Decker Dr.	DATE:	05/10/2016	LOCATION:	Marana
E-W STREET:	Twin Peaks Rd.	DAY:	TUESDAY	PROJECT#	16-1182-001

	NORTHBOUND			SOUTHBOUND			EASTBOUND			WESTBOUND			
	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
LANES:	0	0	0	0	1	0	1	2	0	1	2	0	
1:00 PM													
1:15 PM													
1:30 PM													
1:45 PM													
2:00 PM													
2:15 PM													
2:30 PM													
2:45 PM													
3:00 PM													
3:15 PM													
3:30 PM													
3:45 PM													
4:00 PM	0	0	0	0	0	4	10	154	0	0	103	2	273
4:15 PM	0	0	0	0	0	3	0	157	0	0	92	2	254
4:30 PM	0	0	0	3	0	7	4	148	0	0	109	0	271
4:45 PM	0	0	0	4	0	7	9	166	0	0	73	1	260
5:00 PM	0	0	0	0	0	2	5	172	0	0	109	3	291
5:15 PM	0	0	0	1	0	3	6	169	0	0	117	1	297
5:30 PM	0	0	0	2	0	6	8	203	0	0	110	0	329
5:45 PM	0	0	0	0	0	1	2	116	0	0	64	2	185
6:00 PM													
6:15 PM													
6:30 PM													
6:45 PM													

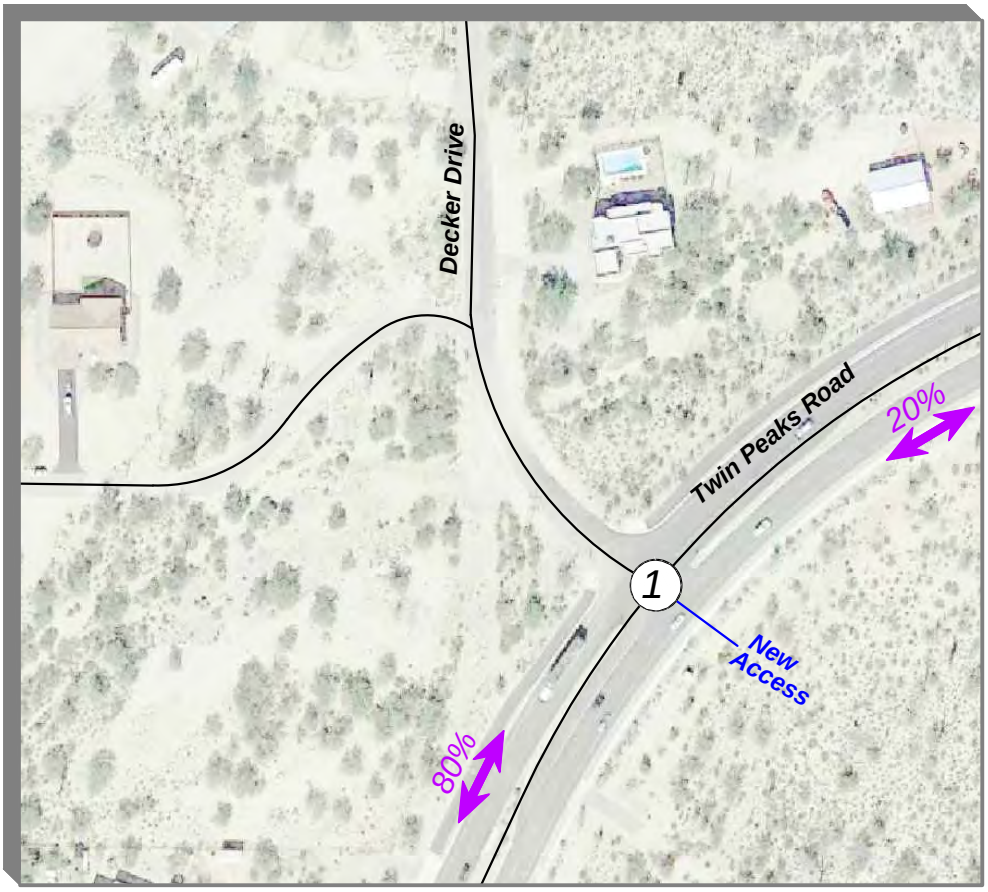
TOTAL	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTAL
Volumes	0	0	0	10	0	33	44	1285	0	0	777	11	2160
Approach %	####	####	####	23.26	0.00	76.74	3.31	96.69	0.00	0.00	98.60	1.40	
App/Depart	0	/	55	43	/	0	1329	/	1295	788	/	810	

PM Peak Hr Begins at: 445 PM

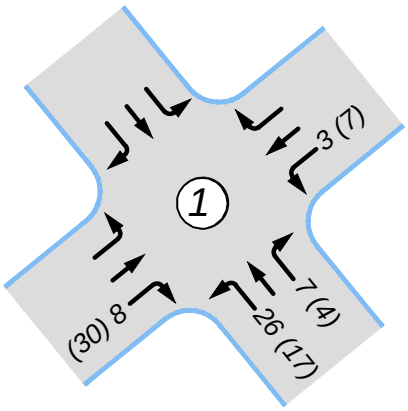
PEAK													
Volumes	0	0	0	7	0	18	28	710	0	0	409	5	1177
Approach %	####	####	####	28.00	0.00	72.00	3.79	96.21	0.00	0.00	98.79	1.21	

PEAK HR. FACTOR:	0.000	0.568	0.874	0.877	0.894

CONTROL: 1 Way Stop (SB)
COMMENT 1: 0
GPS: 32.398012, -111.084168







LEGEND:

XX = Weekday AM Peak Hour
(XX) = Weekday PM Peak Hour
Vehicle Trips Per Hour

——— *EXISTING ROAD*

——— *NEW ACCESS*

Figure 3: Distribution/Assignment

SOUTHWEST TRAFFIC ENGINEERING, LLC
3838 N. Central Ave., Suite 1810
Phoenix, AZ 85012
Tel 602.266.SWTE (7983)
Fax 602.266.1115
www.swte.us

Un-Signalized Intersection (Left Turn Lane)
Location: Decker Drive/Twin Peaks Road
Approach/Leg: Southbound

V = vehicles per hour

PM Peak Hour
V = 7 vph

S = Storage = (V *2 min* 25 ft/veh)/60 min/hr

$$S\ (ft) = \frac{7\ vph*(2\ min)*(25\ ft/veh)}{(60\ min/hr)} = 6\ feet$$

Minimum Recommended Storage: 25 feet

Un-Signalized Intersection (Right Turn Lane)
Location: Decker Drive/Twin Peaks Road
Approach/Leg: Northbound

V = vehicles per hour

PM Peak Hour
V = 30 vph

S = Storage = (V *2 min* 25 ft/veh)/60 min/hr

$$S\ (ft) = \frac{30\ vph*(2\ min)*(25\ ft/veh)}{(60\ min/hr)} = 25\ feet$$

Minimum Recommended Storage: 25 feet

TOWN OF MARANA ARIZONA
TRANSPORTATION IMPACT STUDY
CHECKLIST AND SUBMITTAL FORM

Please complete this form and return to Marana Development Services, Traffic Engineering Division, for review and acceptance. Submit the completed and accepted form with your study. Studies will not be reviewed without this checklist attached. (Acceptance of this form does not constitute acceptance of the study.)

Project Name: Twin Peaks 34

Project Location: Decker Drive/Twin Peaks Road

Applicant/Developer Briana Rader, Meritage Homes, 3275 W. Ina Rd. #220, Tucson, AZ

Consultant: Southwest Traffic Engineering LLC

Address 3838 N. Central Ave. #1810 **Phone** (602)-266-7983

City/Town Phoenix

State Arizona **E-mail** smig@swte.us

Arizona Civil Engineering Registrant? Yes

Was the consultant actively involved in the site circulation, roadway layout, and selection of access locations?

Brief description of project:

This project proposes to construct 60 single family homes on approximately 33.4 acres of land.

Current and proposed zoning:

Current Zoning - R-144 Single-Family Residential, Proposed zoning - R-6 Single-Family Residential

☒ **Pre-submittal Meeting Held on** 17 March 2016

Summary of Meeting:

A traffic statement will be required, including analysis of warrant for deceleration lane. Provide 10'-15' public trail easement through open space. Marana Water campus completion date is unknown, facility will need to be completed to provide water to this project. Lambert Lane will need a 75' half right-of-way dedication. A new access apron on Twin Peaks will need to be provided at the new Lambert Lane tie-in. Lambert Lane should be constructed perpendicular to Twin Peaks Road. The site requires 70% open space, however rezoning of the property would reduce requirement to 30%.

Nature of Transportation Study

Rezoning study?	☒ Yes	☐ No
Development Plan?	☐ Yes	☐ No
Block Plat?	☐ Yes	☐ No
Subdivision Plat?	☐ Yes	☐ No

Proposed access locations:

A new access will be provided to Twin Peaks Road at Decker Drive as the new east leg of the intersection.

New Median Openings requested?	☐ Yes	☒ No
Access via Non-Town Roadways?	☐ Yes	☒ No
Coordination with Non-Town Agency(s)?	☐ Yes	☒ No

Transportation Study Parameters

Trip Generation Horizon Year(s)

Land Use Categories and Rates:
ITE Land Use Code 210 - Single Family Detached Housing

Trip Distribution

To/From **North:** 52% **East:**
South: 48% **West:**
Other:

Passer-by Traffic & Internal Capture

Rate(s) None assumed.

Alternate Modes Considerations

Bike
Pedestrian
Transit

Traffic Data and Preliminary Trip Generation

Trip Generation: Daily - 572 vehicle trips per day,
AM Peak Hour - 45 trips, PM Peak Hour - 60 trips.

Analysis Elements and Methods

Roadways

Intersections

Traffic Safety and other Special Considerations

Turning movements will be presented but no LOS analysis will be completed in the Traffic Impact Statement.

We concur that the information above is correct and that the study will include the parameters and elements described above.

Consultant Concurrence in Study Requirements **Consultant signature:**

Printed name: Andrew Smigielski

Title: Principal of Firm **Date:** 17 May 2016

***Checklist Accepted** **Town of Marana authorized signature:**

Printed name: Fausto Burruel

Title: Traffic Division Manager **Date:** 5/17/2016

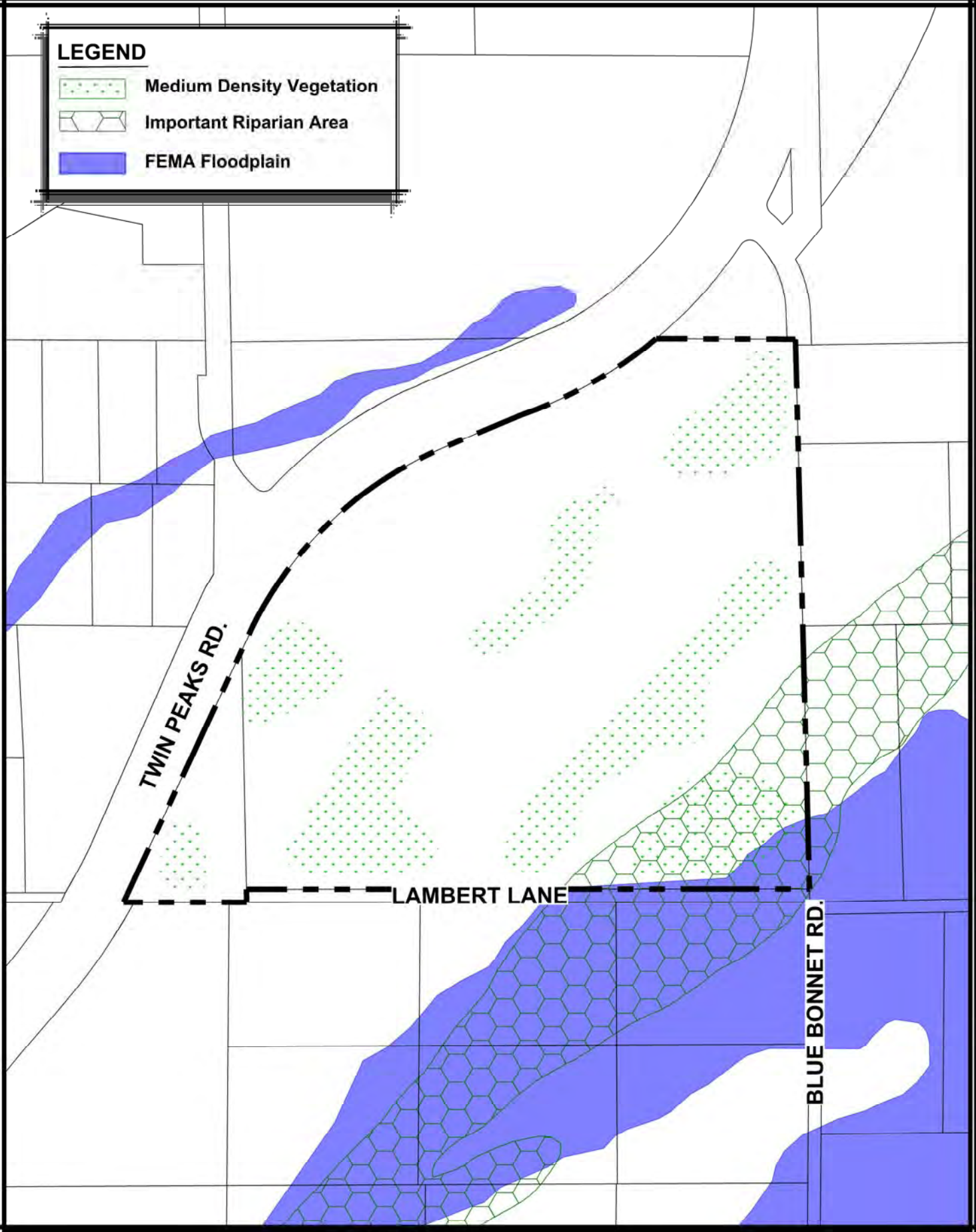
MARANA USE ONLY:

** As there may be instances when one or more study requirements are inadvertently not discussed during the pre-submittal meeting, additional study parameters or elements (other than those discussed in this Checklist) may be required following the first submittal of the study if the Town deems that they are critical to the study findings.*

Item No.	Page No.	Reviewer	Code	Comment	Response
				Town of Marana	
1	General	Fausto Burruel	A	The proposed trip distribution showing 56% north and 48% does not reflect the anticipated trip distribution from the development. An accepted traffic study located approximately ¾ miles south of your development indicates a distribution of 15% north, 80% south, and 5% eastbound. The Twin Peaks 34 distribution should be approximately an 85/15 or 80/20 split with the majority of the traffic being southbound.	The trip generation in the traffic impact statement (TIS) has been updated.
2	General	Fausto Burruel	A	The turn lane analysis should be re-evaluated based on the new trip distribution.	Analysis has been updated. See revised TIS.

A - Will Revise
B - Consultant to Evaluate
C - Marana to Evaluate
D - See Response

VI. Appendix B – Site Resource Inventory



The WLB Group WLB

Exhibit Q
Site Resource Inventory

WLB No. 114013-C-001

0' 300'

Q:\114013\C001 - Twin Peaks 34\01 Planning\04 Rezone or GPA\Site Analysis\Exhibits\Site Resource Inventory.dwg Plotted: Aug. 05, 2016

Council-Regular Meeting **A2**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Frank Cassidy, Town Attorney

Date: April 4, 2017

Strategic Plan Focus Area:
Commerce

Strategic Plan Focus Area Additional Info:
Initiative 5: Explore/facilitate the use of business attraction and retention tools including local, state, and federal incentive programs
Principle Statement 3: We will seek and retain diverse industries and commerce in order to promote sustainable economic health
Initiative 25: Allocate and maximize Town resources to recruit, maintain, and expand businesses and industries

Subject: Resolution No. 2017-029: Relating to Economic Development; extending and expanding the Marana Job Creation Incentive Program (Frank Cassidy)

Discussion:

The Marana Job Creation Incentive Program (MJCIP) was created in 2010 and extended and expanded in 2012. The MJCIP is designed to attract "Targeted Employers" to Marana. The MJCIP defines a Targeted Employer as any non-retail business or industry that relocates or expands into facilities that generate at least $24,000 in Marana construction sales tax and creates at least ten new Marana jobs with wages that equal or exceed $40,000.

Under the MJCIP, a Targeted Employer is eligible to receive certain economic incentive reimbursements from Marana construction sales tax proceeds generated by the Targeted Employer. The economic incentives currently authorized under the MJCIP include certain employee relocation expenses, roadway beautification reimbursements, training costs, sustainable development activities, and other similar incentives. The Town's MJCIP summary sheet, taken from the Town's website, is attached as backup material.

The MJCIP is currently scheduled to sunset in 2018. In recognition of Marana's ongoing need to attract Targeted Employers, Town staff proposes to extend the MJCIP for an additional five-year

period.

In addition, Town staff proposes to expand the economic incentives to include public infrastructure costs (including development impact fees for public infrastructure purposes) incurred by Targeted Employers. As with all other economic incentives under the MJCIP, this reimbursement would be limited to the amount of Marana construction sales tax generated by the Targeted Employer. When the MJCIP was originally conceived in 2010, Town staff sought to identify Targeted Employer expenditures that could legally be reimbursed by the Town. Public infrastructure costs are the most commonly reimbursed expenditures in economic development agreements and programs throughout the State of Arizona. Their exclusion from the list of MJCIP-permitted economic expenditures was a simple staff oversight now sought to be corrected as the result of an inquiry from a Targeted Employer.

Staff Recommendation:

Town staff recommends adoption of Resolution No. 2017-029, extending and expanding the Marana Job Creation Incentive Program.

Suggested Motion:

I move to adopt Resolution No. 2017-029, extending and expanding the Marana Job Creation Incentive Program.

Attachments

Resolution No. 2017-029

MJCIP Summary

MARANA RESOLUTION NO. 2017-029

RELATING TO ECONOMIC DEVELOPMENT; EXTENDING AND EXPANDING THE MARANA JOB CREATION INCENTIVE PROGRAM

WHEREAS A.R.S. § 9-500.11 authorizes the Town to make expenditures in support of economic development; and

WHEREAS the Mayor and Council originally adopted the Marana Job Creation Incentive Program on May 4, 2010 by the adoption of Resolution No. 2010-044; and

WHEREAS the Mayor and Council expanded and extended the Marana Job Creation Incentive Program on November 7, 2012 by the adoption of Resolution No. 2012-087; and

WHEREAS the Marana Job Creation Incentive Program is currently scheduled to sunset in 2018 in accordance with Section 6 of Resolution No. 2012-087; and

WHEREAS the Mayor and Council find that extension and expansion of the Marana Job Creation Incentive Program is appropriate and prudent to address a continuing need to attract job growth and private investment in the town limits; and

WHEREAS the Mayor and Council find that, as extended and expanded pursuant to this resolution, the Marana Job Creation Incentive Program will generate more direct and indirect revenue than the cost of the program.

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

SECTION l. The Marana Job Creation Incentive Program is hereby extended for a period of five years, and shall now apply to any Targeted Employer for which the town issues a certificate of occupancy for the Minimum Construction Requirement on or before June 30, 2023.

SECTION 2. The economic incentives authorized by the Marana Job Creation Incentive Program are now expanded by amending Section 2 of Marana Resolution No. 2012-087 as follows (with deletions ~~stricken~~ and additions double-underlined):

[Paragraphs A-E unchanged.]

F. *Public Infrastructure Costs*. Actual costs of constructing public infrastructure needed to serve the Targeted Employer's facilities, including without limitation the cost of any Town of Marana-adopted development impact fees paid by or on behalf of the Targeted Employer toward public infrastructure.

G. ~~F.~~ *Other Similar Incentives*. Actual costs of any other economic incentive similar to those enumerated in this resolution that the Town Manager approves and the Town Attorney determines is within the town's legal authority.

SECTION 3. Except as modified by this resolution, the Marana Job Creation Incentive Program adopted by Marana Resolution No. 2012-087 shall remain in full force and effect.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

Incentives

Marana Job Creation Incentive Program (MJCIP)

Established by Marana Resolution 2012-087 (effective Jan. 1, 2013)

GOAL

The goal of the MJCIP is to stimulate the development of sustainable, career-oriented, head-of-household wage jobs and commerce in Marana. The program is designed to encourage both new business attraction and existing business retention, and meet the objectives set forth in the Marana Strategic Plan.

ADMINISTRATION

The MJCIP reallocates construction sales tax revenues received from a new construction or expansion project and makes them available for reimbursement to a qualifying employer. A participating employer must track and document construction sales taxes paid in association with its project. Funding available for reimbursement is limited to the amount collected in construction sales tax revenues by the Town of Marana from an individual project. Reimbursement requests must be made to the Town within three years of issuance of Certificate of Occupancy for the new or renovated structure. All program elements operate on a reimbursement basis. Documentation of allowable expenses must be submitted to the Town in order to receive reimbursement.

EMPLOYER QUALIFICATIONS

To qualify for the MJCIP, an employer must:

1. Generate a minimum of $24,000 in construction sales tax revenues (approximately equal to a $1 million construction cost investment) in Marana; and

2. Create at least 10 new, permanent, non-construction jobs in Marana which pay at least $40,000 annually; and

3. Be a non-retail enterprise.

ELEMENTS

Qualifying employers may request reimbursement for any or all of the following program elements:

1. Employee Relocation Expenses: An allowance of $3,000 per employee-purchased home within the Marana town limits to assist with the cost of relocating employees to a new facility. This reimbursement is also available to any new employee that does not already live in Marana who is hired as part of the employer's relocation or expansion.

2. I-10 Corridor and Main Arterial Roadways Beautification: Expenses which improve the appearance of the I-10 Corridor and main arterial roadways within the Marana town limits, including signage, building facade, and landscaping. Allowable projects must conform to Marana Commercial Design Standards and may be in public or private rights-of-way.

3. Student Internship and Training Opportunities: Actual costs of internship and training programs in the employer's industry for high school and college students who are Marana Residents.

4. Job Training: Actual costs of training programs for new or existing employees, including but not lmiited to the cost of course design and development, instruction costs for job-specific training, training materials and supplies, and training facility rental.

5. Sustainable Development: Actual costs associated with solar and/or wind energy improvements, low environmental impact development, and other green industry best practices.

Program Contact

Curt Woody, Director - Economic Development
(520) 382-1900 ~ cwoody@maranaaz.gov

Council-Regular Meeting **A3**

Meeting Date: 04/04/2017

To: Mayor and Council

From: Lisa Shafer, Community Development Director

Date: April 4, 2017

Strategic Plan Focus Area:
Not Applicable

Subject: Resolution No. 2017-030: Relating to Purchasing; waiving bid procedures for the purchase of a used animal transport van and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process (Lisa Shafer)

Discussion:

On March 14, 2017, the Town Council directed Town staff to start providing animal services within the Marana town limits. The following week on March 21, the Town Council authorized the spending authority of up to $156,000 of contingency funding to cover the expenditures needed for start up costs for this new program.

The Town purchased one new truck with an animal control box, as was previously discussed with Council. With the two animal control officers working independently of each other six days a week, the town will only need one animal control vehicle in operation at a time. Nevertheless, it is advantageous to have access to a second, back-up vehicle when the new purchased vehicle is being serviced for maintenance or warranty work.

Staff began looking at back-up options and were presented with an opportunity to purchase a used van from the Humane Society of Southern Arizona (HSSA). This van is mechanically sound with low miles and completely outfitted with cages and air conditioning to each individual cage. The Town would need to provide a service to the van once purchased, replace the tires, add an emergency light bar and remove the HSSA skin that wraps the outside of the van. Once the skin is removed the van could then be painted and appropriate Town logo and identification could be added.

Photos of the van have been attached for your review.

Town Code Section 3-4-6(B) provides that upon recommendation of the Town Manager, The town Council may elect to waive formal bid procedures with respect to the purchase of used

equipment. The resolution before you this evening would waive formal bid procedures for purchase of the used van.

Financial Impact:

Fiscal Year:	2017
Budgeted Y/N:	Y
Amount:	$3,000 purchase,plus $4,000 to $4,500 to service and outfit

The purchase, service and outfitting costs will be paid for by the contingency funding authorized for start up costs associated with the new Animal Services Division by the Council on March 21, 2017.

Staff Recommendation:

Staff recommends waiving the bid procedures for the purchase of an animal transport van.

Suggested Motion:

I move to adopt Resolution No. 2017-030, waiving bid procedures for the purchase of an animal transport van and authorizing the Finance and Purchasing Director to proceed with a modified competitive procurement process.

Attachments

Resolution No. 2017-030

Van Picture

Van Picture

Van Picture

MARANA RESOLUTION NO. 2017-030

RELATING TO PURCHASING; WAIVING BID PROCEDURES FOR THE PURCHASE OF A USED ANIMAL TRANSPORT VAN AND AUTHORIZING THE FINANCE AND PURCHASING DIRECTOR TO PROCEED WITH A MODIFIED COMPETITIVE PROCUREMENT PROCESS

WHEREAS the Town desires to purchase a back-up animal transport vehicle for use by animal control officers in the Community Development and Neighborhood Services Department; and

WHEREAS the Finance and Purchasing Director and the Community Development and Neighborhood Services Director believe that it will be advantageous to the Town to purchase the aforementioned vehicle used; and

WHEREAS Section 3-4-6(B) of the Marana Town Code provides that upon recommendation of the Town Manager, the Town Council may elect to waive bid procedures with respect to the purchase of used equipment; and

WHEREAS the Town Manager recommends that the Council waive bid procedures with respect to the purchase of the used animal transport van; and

WHEREAS the Mayor and Council of the Town of Marana find that the best interests of the public are served by adoption of this resolution.

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

SECTION 1. The Town Council hereby waives bid procedures for the purchase of a used animal transport van and authorizes the Finance and Purchasing Director to proceed with a modified competitive procurement process deemed advantageous to the Town for purchase of the used vehicle.

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 4th day of April, 2017.

Mayor Ed Honea

ATTEST:

Jocelyn C. Bronson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

520.327.6088

RESCUING • PROTECTING • SAVING

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